



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

REGULAR MEETING
9:00 A.M. – JULY 7, 2026

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: June 30, 2026

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.

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CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

COMMENTS BY THE GENERAL PUBLIC

NO ACTION MAY BE TAKEN: At this time, the Board of Directors will hear general comments from the public on items listed on the agenda. If you wish to speak to the Board about items within its jurisdiction, but not appearing on this agenda, you must wait until the "Comments by the General Public" period listed at the end of this agenda. Please limit your comments to three minutes or less. Public comment can also be provided in advance of the meeting and submitted to publiccomment@lvvd.com. Public comment received through July 6, 2026, 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 May 18, 2026.

CONSENT AGENDA Items 2 - 5 are routine and can be taken in one motion unless a Director requests that an item be taken separately.

2. *For Possible Action:* Approve and authorize the President to sign an interlocal agreement between Clark County and the District for the installation of water facilities for the New Fire Training Center Site & Improvement Plans Project.
3. *For Possible Action:* Approve and authorize the General Manager to sign an interlocal agreement between the Clark County Water Reclamation District and the Las Vegas Valley Water District to provide cost share funding in the amount of \$3,294,000 for Clark County Water Reclamation District's grant-funded septic conversion program.
4. *For Possible Action:* Ratify approval of an interlocal agreement between the City of Las Vegas and the District for the construction of water facilities for the Flamingo Boulder Highway Charleston – Main/Maryland Project in an amount not to exceed \$69,000 and authorize a contingency amount not to exceed \$6,900.
5. *For Possible Action:* Authorize the General Manager to approve renewal terms to the contract between Menichino Construction LLC and the District that provides for the installation of new backflow assemblies in the amount of \$4,416,534 per term.

BUSINESS AGENDA

6. *For Possible Action:* Approve and authorize the General Manager to sign an agreement between Hazen and Sawyer and the District to provide professional design engineering services for the SNWA and LVVWD Facility Cooling Systems Assessment in an amount not to exceed \$6,000,000.
7. *For Possible Action:* Approve and authorize the General Manager to sign, in substantially the same form as attached hereto, an agreement among Pioneer Americas LLC, a Delaware limited liability company, d/b/a Olin Chlor Alkali Products and Vinyls, the Southern Nevada Water Authority, and the District outlining the framework for permanent water service to Olin Corporation within the Black Mountain Industrial Complex and addressing the assignment of a portion of Olin Chlor Alkali Products and Vinyls' Colorado River water rights to the Southern Nevada Water Authority.
8. *For Possible Action:* Adopt a resolution of intent proposing the issuance of the 2026C general obligation water bonds, additionally secured by pledged revenues, in the maximum aggregate principal amount of \$93,000,000, for the purpose of providing a determination that the pledged revenue will at least be sufficient to pay debt service on the bonds; authorizing publication of notices of the public hearing and of the District's intent to issue the bonds; and authorizing the Chief Financial Officer to arrange for the sale of the bonds.
9. *For Possible Action:* Adopt a resolution of intent proposing the issuance of the 2026D general obligation water bonds, additionally secured by Southern Nevada Water Authority pledged revenues, in the maximum aggregate principal amount of \$515,000,000, for the purpose of providing a determination that the pledged revenue will at least be sufficient to pay debt service on the bonds; authorizing publication of notices of the public hearing and of the District's intent to issue the bonds; and authorizing the Chief Financial Officer to arrange for the sale of the bonds.

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
COYOTE SPRINGS WATER RESOURCES DISTRICT BOARD OF TRUSTEES
BIG BEND WATER DISTRICT BOARD OF TRUSTEES
SPECIAL MEETING
MAY 18, 2026
MINUTES**

CALL TO ORDER 10:00 a.m., Commission Chambers,
Clark County Government Center
500 S. Grand Central Parkway, Las Vegas, Nevada

DIRECTORS PRESENT Marilyn Kirkpatrick, President
Jim Gibson, Vice President
April Becker
Justin Jones
William McCurdy
Michael Naft
Tick Segerblom

STAFF PRESENT John Entsminger, Doa Ross, Andy Belanger, Greg Walch, 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.cfm

Laura McSwain, representing the Water Fairness Coalition, addressed item #9, stating that the District may be prioritizing financial gain over its public purpose. She questioned the claim that major water augmentation projects (like desalination and flood capture) are too expensive, suggesting instead that the current model of relying on higher rates, conservation enforcement, and penalties may be more financially beneficial to the agency. Ms. McSwain also spoke about budget projections showing significant growth in reserves and net assets, along with high spending on salaries, operations, and administration, with little transparency about reserve levels. She also expressed concern about unclear accounting practices, particularly related to Springs Preserve projects and public outreach spending. Ms. McSwain emphasized that ratepayers deserve clearer financial transparency. She concluded by asking the Board to conduct an independent audit to examine reserves and spending allocations.

Diane Henry, 7525 Coley Ave, spoke on item #8, and expressed concern about the oversight of the Leak Repair program. She questioned distributing fixed funding amounts to entities, noting that the wide variability in repair costs makes it difficult to verify whether expenses are reasonable. Ms. Henry also expressed concern about potential fraud, suggesting that requiring parties to self-report violations may be insufficient. She criticized the proposal to increase maximum repair payments up to \$10,000 or more, questioning what types of repairs would justify such high costs, and warning that some contractors may upsell services. Ms. Henry also questioned the program's effectiveness in reducing repair timelines and criticized using excessive use charge revenue as the program's funding source. She stated that those charges are unfair and urged the board to rescind those penalties.

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 joint meeting of April 27, 2026. The motion was approved.

CONSENT AGENDA Items 2 – 3 are routine and can be taken in one motion unless a Director requests that an item be taken separately.

- 2. Approve and authorize the General Manager to sign, in substantially the same form as attached hereto, an amendment to the existing interlocal agreement between the City of Henderson and the District that authorizes the City of Henderson to provide temporary potable water service to the Nevada Environmental Response Trust in an area of unincorporated Clark County previously supplied by the Basic Water Company.**

3. **Approve annual cost-of-living adjustments for non-represented employees to correspond with adjustments for represented employees under the proposed collective bargaining agreements effective July 1, 2026, through June 30, 2031, if approved.**

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

BUSINESS AGENDA

4. **Conduct a public hearing and approve the Collective Bargaining Agreement for employees represented by the Las Vegas Valley Public Employees Association, effective July 1, 2026, through June 30, 2031.**
5. **Conduct a public hearing and approve the Collective Bargaining Agreement for employees represented by the Water Employees Association of Nevada, effective July 1, 2026, through June 30, 2031.**
6. **Conduct a public hearing and approve the Collective Bargaining Agreement for employees represented by the Water Supervisors Association of Nevada, effective July 1, 2026, through June 30, 2031.**

John Entsminger, General Manager, stated that items 4 – 6 can be conducted as one public hearing and with one motion, but read each item separately into the record, per NRS requirements. He noted that on item #5, there is a discrepancy in the fiscal impact from what was noted on the agenda, adding that the agreement reflects the correct amount.

President Kirkpatrick opened the public hearing. As there were no members of the public wishing to speak, she closed the public hearing. There were no questions from the board.

FINAL ACTION: A motion was made by Vice President Gibson to approve items 4 – 6, the Collective Bargaining Agreements. The motion was approved.

7. **Approve and authorize the General Manager to sign, in substantially the same form as attached hereto, an agreement among Titanium Metals Corporation, the Southern Nevada Water Authority, and the District outlining the framework for permanent water service to Titanium Metals Corporation within the Black Mountain Industrial Complex and addressing the assignment of a portion of Titanium Metals Corporation's Colorado River water rights to the Southern Nevada Water Authority.**

Mr. Entsminger expressed appreciation for Titanium Metals Corporation, noting that the organization has agreed to ensure any retained and redistributed water will comply with existing conservation measures.

Greg Walch, General Counsel, added that the company holds approximately 4,857 acre-feet of Colorado River water rights. Of that total, 900 acre-feet will be dedicated to the Southern Nevada Water Authority (SNWA), while the remaining amount will be subject to conservation limits consistent with SNWA policies. He added that the arrangement is a productive solution to prior infrastructure challenges.

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

8. **Approve and authorize the General Manager to sign a Leak Repair Program Funding Agreement that will increase customer support payments to eligible homeowners for the detection and repair of purveyor-identified excessive and/or ongoing leaks, in an amount not to exceed \$500,000 annually.**

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

9. Conduct a joint Public Hearing on the Tentative Budgets for fiscal year 2026/2027, and by a single combined motion constituting a separate action of each Board, adopt final budgets for each respective District for Fiscal Year 2026/27.

Mr. Entsminger addressed the Board of Directors, sitting as the board of the Las Vegas Valley Water District, the Coyote Springs Water Resources District and the Big Bend Water District, and presented each boards' Fiscal Year 2026-2027 tentative budgets. A copy of his presentation is attached to these minutes.

Mr. Entsminger began by providing highlights from the Las Vegas Valley Water District's 2025-2026 Fiscal Year and gave an overview of 2026-2027 LVVWD operating budget. He also gave a summary of the capital budget and its breakdown of sources and uses. The LVVWD budget overview showed that the budget maintains a balanced operating and capital budget, has seen an increase of funding from developers and grants, and unrestricted reserves remain above the policy target.

Mr. Entsminger presented the Big Bend Water District's Fiscal Year 2026-2027 tentative budget. He mentioned that in December, the board approved a rate increase to support a sustainable budget.

Finally, Mr. Entsminger presented the Coyote Springs Water Resources District's Fiscal Year 2026-2027 tentative budget.

President Kirkpatrick opened the public hearing for the Tentative Budgets for the Las Vegas Valley Water District, the Coyote Springs Water Resources District, and the Big Bend Water District. There were no members of the public wishing to speak. As there were no additional comments, President Kirkpatrick closed the public hearing.

President Kirkpatrick asked if Mr. Entsminger would address the opening public comments.

Mr. Entsminger explained that the SNWA is actively pursuing water supply augmentation, including a forthcoming memorandum of understanding with the San Diego County Water Authority and the Metropolitan Water District of Southern California to explore water transactions. He noted San Diego's investments in desalination and agricultural transfers as examples. He added that such projects are complex, take years to develop, and cost billions of dollars. In the meantime, the community must focus on managing its existing resources.

Vice President Gibson made a motion to adopt the final budgets for the Las Vegas Valley Water District, the Coyote Springs Water Resources District, and the Big Bend Water District for fiscal year 2026/27. The motion was approved.

COMMENTS BY THE GENERAL PUBLIC

Diane Henry criticized the District for collecting approximately \$96.3 million in excessive use charges since 2023, arguing that these penalties have affected more than 60,000 customers, per the *Las Vegas Review Journal*, and disproportionately impacts older neighborhoods with larger lots and established landscaping. She also raised concerns about the District's water usage app, noting it lags about three days behind real-time data. Ms. Henry stated that this delay can lead to significant water loss during leaks and questioned the status of a previously approved project to upgrade the system for more timely reporting, stating that real-time information would better help customers detect and address leaks quickly.

Laura McSwain expressed appreciation for employee satisfaction but raised concerns about compensation levels at the District. Citing a past review, she stated that employees may be paid roughly 20 percent more than comparable positions in similar industries and argued for closer scrutiny. She referenced her own review of the budget, noting high average salaries across departments and limited transparency into detailed wage breakdowns. Ms. McSwain reiterated her call for an audit to examine spending and assess whether resources are being appropriately allocated. She also raised concerns about upcoming water-related agreements and broader policy decisions.

Adjournment

There being no further business to come before the board, the meeting adjourned at 10:26 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.

2026-27 BUDGET HEARING

LAS VEGAS VALLEY
WATER DISTRICT

BIG BEND WATER DISTRICT

COYOTE SPRINGS WATER
RESOURCES DISTRICT



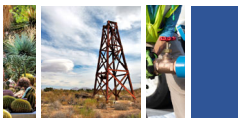
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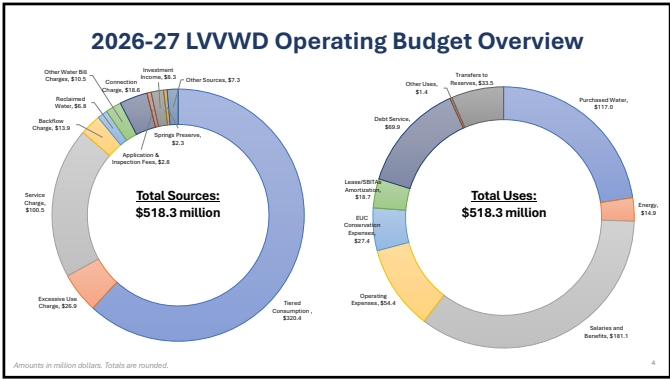
2025-26 Highlights

- Continued to implement several leak detection, mitigation, and repair and reimbursement customer assistance programs.
- Alerted more than 30,000 customers using AMI-powered analytics of potential onsite leaks, helping conserve community water resources and lowering customers' bills.
- Approved an additional \$2 per sq. ft. for LVVWD residential and enterprise customers who participate in the Water Smart Landscapes program (combined with SNWA's \$5 per sq. ft. incentive).
- Welcomed more than 270,000 visitors to the Springs Preserve.

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Operating Sources of Funds				
SOURCES	Actual	Budget	Budget	Budget-to-Budget
	2024-25	2025-26	2026-27	Variance
				\$
Tiered Consumption	\$321.7	\$319.8	\$320.4	\$0.6
Excessive Use Charge (EUC)	30.3	27.6	26.9	(0.7)
Service Charge	92.4	96.4	100.5	4.1
Backflow Charge	13.1	13.2	13.9	0.7
Reclaimed Water	7.3	7.0	6.8	(0.2)
Other Water Bill Charges	10.5	10.4	10.5	0.1
Connection Charge	20.2	21.0	18.6	(2.4)
Application and Inspection Fees	2.6	2.6	2.8	0.2
Investment Income	51.4	6.9	8.3	1.4
Spring Preserve	2.3	2.2	2.3	0.1
Other Sources	5.9	6.1	7.3	1.2
LVVWD Sources	\$557.8	\$513.2	\$518.3	\$5.1

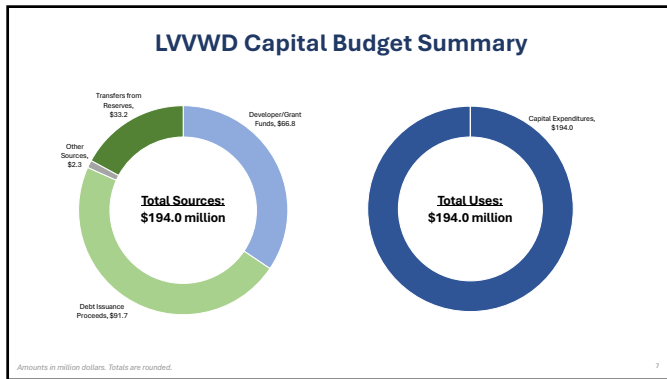
Amounts in million dollars. Totals are rounded.

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Operating Uses of Funds				
USES	Actual	Budget	Budget	Budget-to-Budget
	2024-25	2025-26	2026-27	Variance
				\$
Purchased Water	\$114.9	\$115.4	\$117.0	\$1.6
Energy	12.0	15.0	14.9	(0.1)
Salaries and Benefits	134.5	173.1	181.1	8.0
Operating Expenses	40.3	40.6	54.4	13.8
EUC Conservation Expenses	2.4	27.6	27.4	(0.2)
Lease/SBITAs Amortization	10.1	16.0	18.7	2.7
Debt Service	87.1	88.3	69.9	(18.4)
Other Uses	-	0.9	1.4	0.5
Transfers to Reserves	156.5	36.3	33.5	(2.8)
LVVWD Uses	\$557.8	\$513.2	\$518.3	\$5.1

Amounts in million dollars. Totals are rounded.

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LVVWD Capital Budget

	Actual 2024-25	Budget 2025-26	Budget 2026-27	Budget-to- Budget Variance \$
SOURCES				
Developer/Grant Funds	\$36.0	\$45.2	\$66.8	\$21.6
Debt Issuance Proceeds	-	-	91.7	91.7
Other Sources	5.7	4.1	2.3	(1.7)
Transfers from Restricted Reserves	78.8	129.7	33.2	(96.5)
LVVWD Sources	\$120.5	\$179.0	\$194.0	\$15.0
USES				
Capital Expenditures	120.5	179.0	194.0	\$15.0
LVVWD Uses	\$120.5	\$179.0	\$194.0	\$15.0

Amounts in million dollars. Totals are rounded.

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LVVWD Budget Summary

- The District maintains a balanced operating and capital budget.
- Capital initiatives continue to be supported by the budget.
- 48% increase from developer/grant funding indicates an increase in funding for ongoing capital projects.
- Unrestricted reserves remain above reserve policy target.
- Continue to monitor the influence of inflation on cost of materials.

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2026-27 BUDGET WORKSHOP

BIG BEND WATER DISTRICT

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Big Bend Water District

	Actual 2024-25	Budget 2025-26	Budget 2026-27	Budget-to-Budget Variance \$
SOURCES				
Water charges	\$4,316,977	\$4,215,279	\$4,848,666	\$633,387
Interest income	-	-	-	-
System development charges	-	-	-	-
Sales tax	299,958	328,050	351,680	23,630
Other sources	1,129,723	399,953	2,450,000	2,050,047
Subtotal	5,746,657	4,943,282	7,650,346	2,707,064
Debt issuance proceeds	-	-	-	-
BBWD Sources	5,746,657	4,943,282	7,650,346	2,707,064
USES				
Energy	337,618	500,000	405,757	(94,243)
Salaries and benefits	1,760,961	1,993,232	2,161,211	146,295
Operating expenses	3,925,955	1,875,679	2,233,270	354,138
Capital expenditures	1,082,481	1,448,000	3,185,000	1,737,000
Debt service	-	-	-	-
BBWD Uses	7,107,014	5,816,911	7,985,238	2,143,190
BBWD NET SURPLUS/(DEFICIT)	\$(1,360,357)	\$(873,629)	\$(334,892)	\$563,874

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Coyote Springs Water Resources District				
	Actual	Budget	Budget	Budget-to-Budget
	2024-25	2025-26	2026-27	Variance
				\$
SOURCES				
Operating revenues	\$ -	\$ -	\$ -	\$-
Developer contributions ¹	602	50,000	50,000	-
Total Sources	\$602	\$50,000	\$50,000	\$-
USES				
Operating expenses	\$ -	\$ -	\$ -	\$-
Invoiced developer costs ²	602	50,000	50,000	-
Total Uses	\$602	\$50,000	\$50,000	\$-
TOTAL NET SURPLUS/(DEFICIT)	\$ -	\$ -	\$ -	\$-

¹Per contractual agreement, the developer(s) will reimburse any costs not covered by operating revenues
²Based on recent costs billed to the developer(s)

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

July 7, 2026

Subject: Agreement
Petitioner: Doa J. Ross, Deputy General Manager, Engineering and Operations
Recommendations: That the Board of Directors approve and authorize the President to sign an interlocal agreement between Clark County and the District for the installation of water facilities for the New Fire Training Center Site & Improvement Plans Project.

Petitioner:

Doa J. Ross, Deputy General Manager, Engineering and Operations

Recommendations:

That the Board of Directors approve and authorize the President to sign an interlocal agreement between Clark County and the District for the installation of water facilities for the New Fire Training Center Site & Improvement Plans Project.

Fiscal Impact:

None by approval of the above recommendation.

Background:

Clark County (County) has submitted plans to the District for the installation of one 1½-inch domestic meter with one 1½-inch reduced pressure principle assembly (RPPA), two 2-inch domestic meters with two 2-inch RPPAs, one 1-inch irrigation meter with one 1-inch RPPA, and two 8-inch reduced pressure detector assemblies with two ¾-inch bypass meters (collectively “Facilities”) at the project known as the New Fire Training Center Site & Improvement Plans (Project). This Project is on Arville Street, south of Tropicana Avenue.

If approved, the attached Agreement No. 015052.0, Project Hub No. 143502-A (Agreement) includes the terms and conditions for installation of the Facilities, as generally shown on Exhibit A of the Agreement, at the County’s sole expense. The County will ensure payment for all construction water use and provide easements for the Facilities to the District. Upon completion of the Project, the Facilities will become District property.

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

Must be executed by Clark County
and returned to the District on or
before: 2/25/2027

**INTERLOCAL AGREEMENT FOR
CLARK COUNTY
NEW FIRE TRAINING CENTER SITE & IMPROVEMENT PLANS**

This Interlocal Agreement "Agreement" is entered between Clark County, a political subdivision of the State of Nevada "Governmental Owner", and the Las Vegas Valley Water District, a political subdivision of the State of Nevada, "District". The "Effective Date" is the date of the last signature on this Agreement.

RECITALS

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

WHEREAS, the Governmental Owner is engaged in the development of real property on Arville Street, south of Tropicana Avenue, as depicted on Exhibit A, as further referenced as Clark County Assessor's Parcel Number(s) 162-30-103-003, the "Property", as the "Project";

WHEREAS, the Governmental Owner desires to receive potable water from the District for use on the Property and has made application for water service for the Property;

WHEREAS, the Governmental Owner is engaged in the construction of the Project, and has authorized a distribution of water for the development subject to the District's Service Rules;

WHEREAS, the District is willing to serve the Property with water pursuant to its Service Rules as adopted by its Board of Directors and subject to the Governmental Owner performing all of the terms, conditions and provisions required of the Governmental Owner in this Agreement;

WHEREAS, the Governmental Owner is willing to construct at its sole cost and expense the required water service connections and appurtenances for the purpose of providing water service to the Property; and

WHEREAS, both the Governmental Owner and the District are authorized to enter into interlocal agreements pursuant to NRS 277.180.

NOW, this Agreement WITNESSETH:

AGREEMENT

- 1) The recitals are contractual, incorporated by reference, and form the basis for this Agreement.
- 2) This Agreement provides a water commitment on a conditional basis only for installation of water facilities for the Project. The conditional water commitment is provided in accordance with the District's Service Rules that are in force on the Effective Date of this Agreement, which are made a part of the Agreement by reference and applies only to the development identified in this paragraph.
- 3) The water commitment will be conditional until all water facilities identified in this Agreement are constructed by the Governmental Owner and accepted by the District for the complete development of the Project.
- 4) In the event the use of the Property changes and modifications to the water facilities are required, the Governmental Owner will be required to either obtain a new conditional water commitment from the District, or at the option of the District, to amend the Agreement.
- 5) The Governmental Owner has had the opportunity to review the Service Rules and agrees to comply with the Service Rules that are in force on the Effective Date of this Agreement including those sections pertaining to the water commitment process.
- 6) At the Governmental Owner's sole cost and expense, the Governmental Owner shall furnish all necessary materials, labor, and equipment for the construction of the service connections and appurtenances which may include, but not be limited to, the connection to the main and the lateral pipe, a meter or battery thereof, a

meter box or vault, valves, and backflow prevention assembly, hereinafter called "Water Facilities", from the main to the point where the water being delivered leaves the piping owned by the District. The location and type of the Water Facilities are identified on the plan entitled:

NEW FIRE TRAINING CENTER SITE & IMPROVEMENT PLANS

Utility Plan 1-5 ("Plan")

- 7) The Water Facilities may be sized to ultimately provide water service to development other than described herein; however, the conditional water commitment is only for that portion of the Project described herein and any additional construction requires a separate and additional conditional water commitment from the District.
- 8) The Water Facilities shall be constructed in the location shown on and in accordance with the Plan, as approved by the District, and in conformance with District specifications.
- 9) All work shall be subject to inspection and approval by an authorized representative of the District, and the District shall be notified a minimum of 48 hours in advance of actual construction start and 24 hours prior to an inspection of any part of the work, so necessary inspection can be arranged.
- 10) The Governmental Owner shall comply with the District's Service Rules that are in force on the Effective Date of this Agreement including those sections pertaining to the water commitment process and construction of the Water Facilities identified in this Agreement, above.
- 11) At the Governmental Owner's sole cost and expense, the Governmental Owner shall perform all survey work necessary to ensure installation of the Water Facilities to the location and grades called for in the Plan.
- 12) At the Governmental Owner's sole cost and expense, the Governmental Owner shall disinfect and pressure test the Water Facilities to the satisfaction of the District and the health authorities having jurisdiction.
- 13) Connections to existing mains shall be made only in the presence of an authorized representative of the District and at the times specified by the District.
- 14) The Water Facilities shall be located outside of driveways, driveway approaches, or other areas subject to vehicular traffic. In the event the Water Facilities are located within those areas either inadvertently or otherwise, the Governmental Owner shall cause such Water Facilities to be relocated outside of the driveways, driveway approaches, or other areas described above, in accordance with District requirements, or shall reimburse the District for the cost of relocating the Water Facilities. If extraordinary conditions exist that would prevent compliance with this requirement, the Governmental Owner may submit to the District a written request for a waiver of this requirement pursuant to the District's Service Rules.
- 15) The Governmental Owner shall furnish to the District easements, in a form satisfactory to the District, where Water Facilities are approved to be installed in other than dedicated streets or alleys. Said easements shall conform to the requirements as indicated on the Plan and be perpetual. The conditions of said easements shall be such that no buildings, structures, trees, shrubs, or other improvements which would interfere with their use by the District can be placed upon it, that the District will have the right to operate, maintain, repair, replace, and/or change the size and/or number of Water Facilities, and that proper access to all parts of the easements by District forces and equipment is provided. The conditions of said easements shall further provide that the property owner agrees to pay any and all costs incurred by the District to make and/or maintain said easements accessible to the District. It may be provided that other utility lines can be installed in said easement, so long as they do not interfere with their use by the District and are in compliance with state laws and regulations.
- 16) Should any defective material or workmanship affecting the Water Facilities installed by the Governmental Owner be disclosed within one (1) year of the date of completion and acceptance of the Water Facilities by the District, the Governmental Owner shall immediately cause the defect to be corrected or shall reimburse the District for its cost to correct said defect. For the purpose of this Agreement, failures including, but not limited to, any leak or break in the Water Facilities, or any pavement settlement, shall be considered conclusive evidence of defective materials and/or workmanship.

- 17) Upon completion of construction of the work and acceptance of the work by the District, the Governmental Owner will provide final acceptance of all work associated with the Project and the final acceptance shall include providing the District with all its right, title, and interest, in and to the Water Facilities. The Governmental Owner will warrant at the time of said final acceptance that there are no encumbrances for material and labor claims.
- 18) The Governmental Owner agrees that upon completion of construction of the work and acceptance of the work by the District, the Governmental Owner will furnish to the District a Bill of Sale for the Water Facilities conveying to the District all rights, title, and interest in all the Water Facilities and will certify that the Water Facilities will be free of liens and other encumbrances.
- 19) Installation of the Water Facilities does not assure or guarantee that a complete water service will be available in the future. Until such time as a complete service connection is approved by the District and a water commitment is obtained from the District, no water may be taken from the new Water Facilities installed under this Agreement.
- 20) All water will be taken through metered service connections, in accordance with the District's Service Rules. The Governmental Owner will require its contractor to install the meters in a timely manner.
- 21) If the District discovers water is being taken through an unmetered service connection, the Governmental Owner shall pay, within twenty-four (24) days from the billing date, the District's bill for estimated quantities of water taken, as determined solely and exclusively by the District. The Governmental Owner understands that payment under this section does not act as a defense to any criminal or civil violations that may arise for taking of water.
- 22) The Governmental Owner shall require its contractor to protect all existing Water Facilities during construction and to promptly undertake the repair of damaged facilities upon authorization of the District.
- 23) If required as a condition of the District's Service Rules that are in force on the Effective Date of this Agreement, the Governmental Owner will pay any additional Regional Connection Charges based on a confirmed audit of annual water usage by the Property within the first three (3) years of operation. All assessments will be based on the Regional Connection Charge Rates paid at time of Project approval.
- 24) All of the Water Facilities installed under this Agreement, once disinfected and tested to the satisfaction of the District and once connected to existing District facilities, must maintain established water quality standards throughout the installed system. Should the District determine that water quality standards are not being maintained following the connection of the approved Water Facilities to the District's system, a Water Quality Mitigation Plan will be required for review and implementation at the sole expense of the Governmental Owner.
- 25) The Governmental Owner agrees that the Governmental Owner and its officers, employees, agents, contractors, licensees, or invitees, at the Governmental Owner 's sole cost and expense, shall at all times comply with all applicable laws, ordinances, statutes, rules, acts, or regulations in effect or that become in effect during the time work is performed under this Agreement, including but not limited to, those laws outlined by the Endangered Species Act of 1973 and the Clark County Desert Conservation Plan, August 1, 1995.
- 26) The Governmental Owner agrees that it is fully responsible for ensuring no avoidable harm comes to any tortoises found on the work site. Tortoises will not be intentionally killed, harmed or taken for private use. In the event that a desert tortoise is encountered on the work site, the Clark County Pick-up Service shall be called at (702) 593-9027.
- 27) Upon completion of construction of the Water Facilities, acceptance of same by the District, and fulfilment by the Governmental Owner of all requirements of this Agreement, the District shall supply water to, and to thereafter operate and maintain the Water Facilities installed pursuant to this Agreement in accordance with the District's Service Rules as the same are established and amended.
- 28) Construction water may be provided to the Governmental Owner at the Governmental Owner's sole cost through metered fire hydrants and/or metered service connections in accordance with the District's Service Rules.

- 29) If required as a condition of the District's Service Rules, the District shall refund to the Governmental Owner any overpayment of Regional Connection Charges based on a confirmed audit of annual water usage by the Property within the first three (3) years of operation. All payments will be based on the Regional Connection Charge Rates paid at the time of project approval.
- 30) The Parties understand that this Agreement does not create "water rights", but only rights to conditional water service as a potential customer. This Agreement does not create a property interest in such water service and the Governmental Owner is not deemed a District water customer until the Water Facilities and development identified herein are completed as specified.
- 31) The Water Facilities installed under this Agreement shall be and remain the exclusive property of the District and shall become a part of the District's general water distribution system after acceptance by the District.
- 32) In the event a portion of the Water Facilities is constructed but this Agreement terminates, the Property shall have no water commitment by virtue of the installation of the Water Facilities. Requests for future use of the Water Facilities, if retained in place, shall require that a new water commitment be obtained before the Water Facilities can be utilized.
- 33) For the purpose of making refunds or any notifications that may be required by this Agreement, notice shall be provided to:

To Governmental Owner: Clark County
Attention: Monica Tate
500 S. Grand Central Parkway
Las Vegas, Nevada 89155-4502
monica.tate@clarkcountynv.gov

To District: Las Vegas Valley Water District
Attention: Development Services
1001 South Valley View Boulevard, MS 640
Las Vegas, Nevada 89153
SeniorProjectSupportTeam@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

34) Termination:

- a) This Agreement shall terminate, and the conditional commitment shall be void if any of the following occurs:
- i) Construction of the Water Facilities covered by the Plan is not commenced within one (1) year from the date of District approval of the Plan; or
 - ii) If active construction work is discontinued for a period of one (1) year; or if such construction is commenced within said one (1) year period but is not diligently prosecuted to completion in a manner acceptable to the District.
- b) This Agreement shall also terminate at the Governmental Owner's request in the event the Governmental Owner chooses to abandon the Project. Refunds for all prepaid fees shall be in the District's discretion in accordance with the District's Service Rules in effect at the time of the execution of this Agreement.
- 35) If this Agreement terminates in accordance with its terms, the right, title, and interest of all or any portion of the Water Facilities installed, as determined solely and exclusively by the District, shall become the exclusive property of the District for the District to use, modify, or to dispose of as the District deems appropriate.

- 36) Noncompliance or violation of the District's Service Rules or any provision of this Agreement by the Governmental Owner or its officers, employees, agents, contractors, licensees, or invitees shall be cause for the District, at its sole discretion, to discontinue water service to the Governmental Owner's Project without challenge by the Governmental Owner and without liability for any damages caused by said discontinuation.
- 37) The Governmental Owner will be responsible for any loss, damage, liability, cost, or expense, except those exempted by law, caused by the actions or inactions of its employees, consultants, contractors, or agents arising under this Agreement. Without waiving the limitations on governmental liability set forth in NRS Chapter 41, as amended, the Governmental Owner shall protect, indemnify, and hold the District, its officers, employees, and agents harmless from and against any and all claims, damages, losses, expenses, suits, actions, judgements, and awards, including attorney's fees and court costs which may be brought against it or them as a result of or by reason of or arising out of or as a consequence of the construction of the Water Facilities contemplated in this Agreement.
- 38) This Agreement shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and is not a commitment for water service, and neither this Agreement, nor any interest therein, may be assigned without the prior written consent of the non-assigning party. This Agreement is not intended by the parties to create any right in or benefit to parties other than the District and the Governmental Owner. This Agreement does not create any third-party beneficiary rights or causes of action.
- 39) This Agreement, including its recitals, represents the entire integrated understanding of the Parties relative to the installation of the Water Facilities in conjunction with the Governmental Owner's Project.
- 40) Should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable, any other part of this Agreement.
- 41) The laws of the State of Nevada will govern as to the interpretation, validity, and effect of this Agreement.
- 42) Each party shall not discriminate against employees or applicants based on race, color, religion, sexual orientation, sex, age, or national origin, and shall take affirmative action to ensure that applicants are employed and employees are treated without regard to the above-mentioned factors and agrees to post in conspicuous places, for employees and applicants, notices provided by the Equal Employment Opportunity Commission setting forth these provisions. Each Party further agrees that solicitation for employees shall state that qualified applicants will receive consideration without regard to the above-mentioned factors and will send to labor unions or collectives with which he/it has an agreement a notice of the commitments required herein and each party will comply with all local, state, and federal laws prohibiting discrimination in hiring or employment opportunities.
- 43) Failure of the District to enforce any provision of this Agreement shall not constitute a waiver by the District, and the District may choose to enforce and to terminate as a result of any breach of this Agreement.
- 44) The District may record this Agreement as an "Official Record" in the office of the Recorder for Clark County, Nevada.
- 45) Each Party warrants to the other that it, and its signatory, is duly authorized and empowered to execute this Agreement and to bind the Party to the terms of this Agreement.
- 46) 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 hereto have entered into this Interlocal Agreement on the date of the last signature below.

CLARK COUNTY

LAS VEGAS VALLEY WATER DISTRICT

Michael Naft, Chair
Board of County Commissioners

Marilyn Kirkpatrick, President
Board of Directors

Date

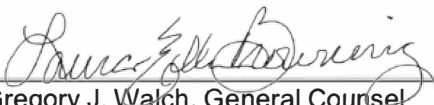
Date

APPROVED AS TO FORM:



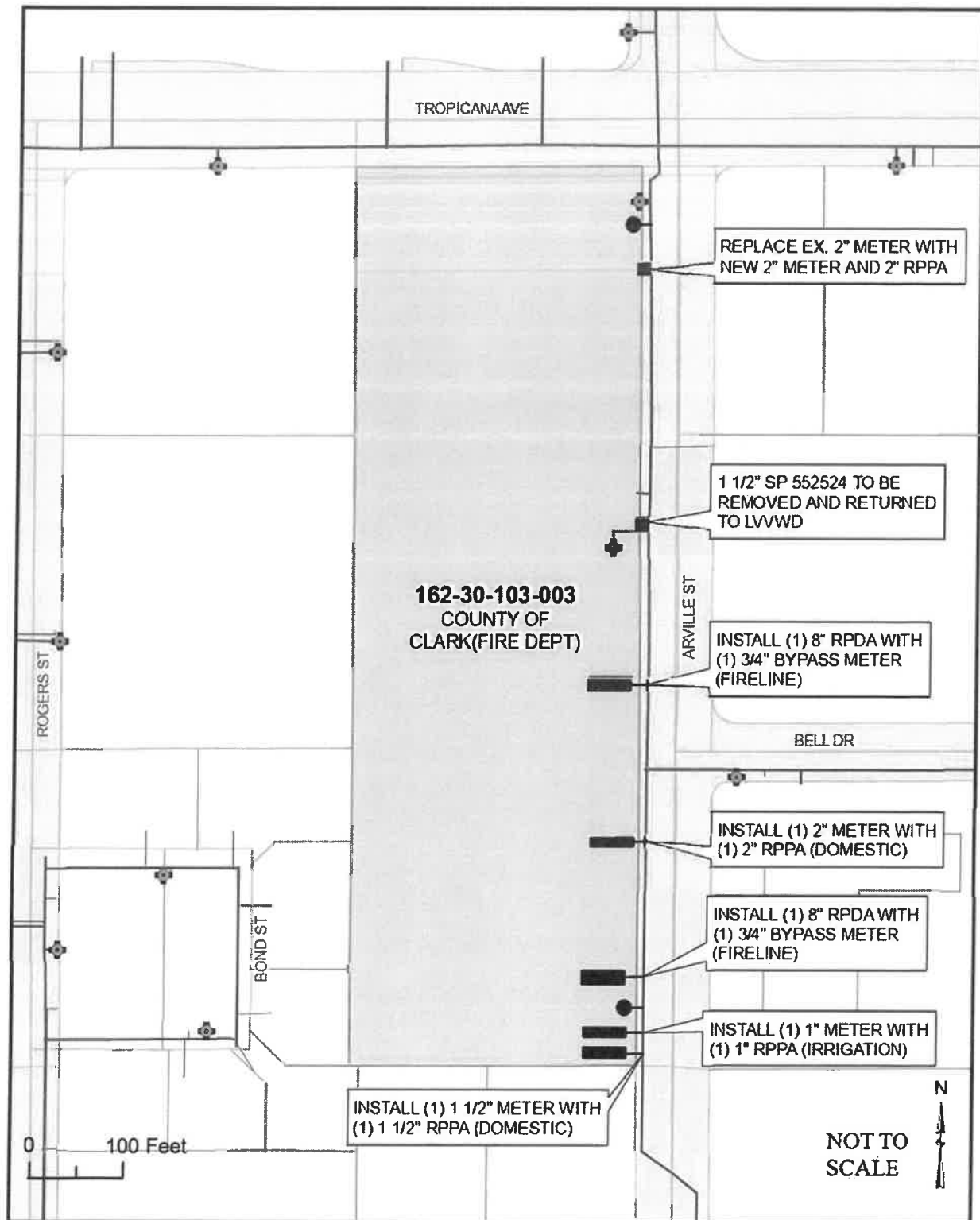
Deputy District Attorney

APPROVED AS TO FORM:



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

EXHIBIT A
WATER FACILITIES
Clark County New Fire Training Center Site & Improvement Plans
LVVWD Project 143502-A



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

July 7, 2026

Subject:

Agreement

Petitioner:

Colby N. Pellegrino, Deputy General Manager, Resources

Recommendations:

That the Board of Directors approve and authorize the General Manager to sign an interlocal agreement between the Clark County Water Reclamation District and the Las Vegas Valley Water District to provide cost share funding in the amount of \$3,294,000 for Clark County Water Reclamation District's grant-funded septic conversion program.

Fiscal Impact:

If the above recommendation is approved, the District will provide cost share funding in the amount of \$3,294,000, which is available in the District's Operating Budget.

Background:

The Clark County Water Reclamation District (CCWRD) received grant funding to establish a grant-funded program that fully reimburses residents within its service area for costs of septic conversions for properties with existing septic systems. Properties that discharge wastewater into onsite septic systems represent a full consumptive use of a scarce water resource, and local governments are making investments to recapture this lost water. In April 2026, CCWRD entered into a Capital Improvement Grant Agreement (Grant) with the State of Nevada to fund septic conversions for property owners within its service area.

CCWRD's Grant requires a cost share of 61 percent of the total project costs. Given the project's conservation nexus, the District will partner with CCWRD to help fund the required cost share to help increase septic conversions for District customers in good standing. CCWRD will be responsible for executing the terms and conditions of the Grant, which includes identifying areas best suited for conversions, communicating with property owners and issuing rebates.

If approved, the proposed agreement includes the terms and conditions under which the District will provide a one-time contribution of \$3,294,000 in Grant cost share. Any unused funds will be returned to the District.

This agreement is being entered into pursuant to NRS 277.180 and Section 1.6 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.

INTERLOCAL AGREEMENT FOR SEPTIC TO SEWER CONVERSIONS

This Interlocal Agreement is made and entered into by and between the CLARK COUNTY WATER RECLAMATION DISTRICT a general improvement district incorporated under Chapter 318 of the Nevada Revised Statutes ("CCWRD"), and the LAS VEGAS VALLEY WATER DISTRICT, a political subdivision of the State of Nevada ("DISTRICT"). Each is referred to individually as the "Party" and collectively as the "Parties." The Effective Date is the date of the last signature on this Agreement.

WITNESSETH:

WHEREAS, the Parties are authorized to enter into Agreements pursuant to Nevada Revised Statutes ("NRS") 277.180;

WHEREAS, Southern Nevada's principal source of water, the Colorado River, has been subject to worsening drought conditions for more than 20 years;

WHEREAS, in Southern Nevada, wastewater that is discharged through the municipal sewer system is sent to a local treatment plant where it is highly treated and returned to Lake Mead via the Las Vegas Wash, earning return-flow credits, allowing Southern Nevada to recycle and reuse those water resources to stretch its limited water supply;

WHEREAS, water from properties with septic systems is not recaptured and represents a fully consumptive water use in the community;

WHEREAS, converting a septic system to sanitary sewer (Septic Conversion) captures water that otherwise would have been lost for recycling and reuse in the Las Vegas Valley;

WHEREAS, CCWRD maintains an existing grant-funded pilot program that fully reimburses residents within its service territory for the costs of Septic Conversions;

WHEREAS, CCWRD entered into a Capital Improvement Grant Agreement (Grant) from State of Nevada to fund Septic Conversions;

WHEREAS, the Grant requires CCWRD to cost share 61 percent of the total project costs;

WHEREAS, the DISTRICT is willing to provide cost share in the amount required by the Grant (Grant Cost Share) for Septic Conversions for existing DISTRICT customers; and

WHEREAS, the cost share is outlined, as set forth above, and in the Grant, Exhibit "A".

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

ARTICLE I – DISTRICT AGREES:

1. Upon execution of this Agreement, the DISTRICT will provide the CCWRD funding in the amount of \$3,294,000 for the Grant Cost Share.
2. The DISTRICT will work with CCWRD to confirm parcels are eligible for Septic Conversion. Properties eligible for a conversion using Grant funding are limited to DISTRICT customers with an active DISTRICT account in good standing within CCWRD's service territory.
3. Any portion of the Grant Cost Share that is not utilized for reimbursement to residents for Septic Conversions under the terms of this Agreement shall be returned to DISTRICT.

ARTICLE II – CCWRD AGREES:

1. CCWRD agrees to spend in accordance with the Grant requirements.
2. CCWRD agrees to use DISTRICT Grant Cost Share funds for Septic Conversions for existing customers of the DISTRICT only.
3. Prior to conversion, CCWRD agrees to verify with the DISTRICT that proposed conversions are eligible DISTRICT customers within CCWRD's service territory.
4. CCWRD agrees to provide the DISTRICT with a Final Report, which shall include data on the number of Septic Conversions completed, the addresses of the completed Septic Conversions, and other relevant information related to the project within 90 days of the Grant project ending.

ARTICLE III – IT IS MUTUALLY AGREED:

1. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each Party.
2. Pursuant to NRS 239.010, information or documents in connection with this Agreement may be open to public inspection and copying. The Parties will have the duty to disclose unless a particular record is confidential by law.
3. The term of this Agreement shall be from the Effective Date until the Grant funds are fully utilized or the deadline for using the Grant fund expires (see Exhibit A).
4. This Agreement shall not be modified, amended, or altered except by written agreement mutually consented to by the Parties and executed by an authorized representative of each Party.
5. Either Party may terminate this Agreement at their convenience by providing 30 days written notice to the other Party, provided that Party has completed its obligations under this Agreement and termination is consistent with the Grant award.
6. 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 Parties, 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:

FOR RECLAMATION: Clark County Water Reclamation District
Attention: Shawn Mollus, P.E., Deputy General Manager
5857 East Flamingo Road
Las Vegas, Nevada 89122
Telephone: (702) 668-8157
Email: smollus@cleanwaterteam.com

FOR DISTRICT: Las Vegas Valley Water District
Attn: Katie Horn, Director, Public Services
1001 South Valley View Boulevard
Las Vegas, Nevada 89153
Telephone: (702) 822-8630
Email: katie.horn@lvvwd.com

With copy to: Las Vegas Valley Water District

(excluding invoices)

Attention: General Counsel
1001 South Valley View Boulevard
Las Vegas, Nevada 89153
Email: generalcounsel@lvvwd.com

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

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

7. This Agreement is not a commitment for sewer service to any specific parcel or entity.
8. Neither this Agreement, nor any interest herein, may be assigned, transferred, or delegated without the prior written consent of the non-assigning Party. If a Party assigns or transfers this Agreement without prior written consent, the assignment or transfer shall be void and not merely voidable.
9. This Agreement is intended only to benefit the Parties hereto and does not create rights, benefits, or causes of action for any other person, entity, or member of the general public.
10. The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and the Parties are authorized by law to perform the services set forth in the Agreement.
11. Should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable, any other part of this Agreement; 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.
12. The laws of the State of Nevada will govern as to the interpretation, validity and effect of this Agreement. The Parties agree that venue for any dispute arising from the terms of this Agreement shall be Clark County, Nevada.
13. The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement, and in respect to performance of services pursuant to this Agreement, each Party is and shall remain separate and distinct from the other Party. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other Party.
14. This Agreement constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this agreement shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date of the last signature below.

CLARK COUNTY WATER RECLAMATION
DISTRICT

LAS VEGAS VALLEY WATER DISTRICT

Tick Segerblom
Chair, Board of Trustees

Marilyn Kirkpatrick, President
Board of Directors

Date

Date

ATTEST:

APPROVED AS TO FORM:

Lynn Marie Goya
Ex-Officio Secretary


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

STATE OF NEVADA

GRANTS FOR WATER CONSERVATION AND CAPITAL IMPROVEMENTS

GRANT CONTRACT NO. GP2602

This grant contract is made this 6th day of April, 2026 between the State of Nevada, acting by and through its Board for Financing Water Projects (Board), hereinafter referred to as the State, and the Clark County Water Reclamation District hereafter referred to as the Recipient. This grant contract is to provide funding for the project as outlined in Section 1.

WHEREAS:

1. Nevada Revised Statutes (NRS) 349.981(1) establishes a program to provide grants of money to a purveyor of water to pay for costs of capital improvements to publicly owned community water systems and publicly owned nontransient water systems required or made necessary by the State Environmental Commission. To provide grants of money to an eligible recipient to pay for the cost of improvements to conserve water; costs associated with connecting a domestic well or well with a temporary permit to a municipal water system, if the well existed on or before October 1, 1999 and is located in an area designated by the State Engineer; costs associated with abandoning an individual sewage disposal system and connecting the property formerly served by the abandoned individual sewage disposal system to a community sewage disposal system; costs associated with plugging and abandoning a well and connecting the property formerly served by the well to a municipal water system, if required by the State Engineer. A governing body to pay the costs associated with developing and maintaining a water resource plan, and
2. The State shall administer the program and shall adopt regulations necessary for the participation in the program as the State deems necessary (NRS 349.982), and

- 1 3. The Recipient is a purveyor of water, eligible recipient, or governing body who is constructing an
2 eligible project for funding from the account (NRS 349.981); and
- 3 4. The Recipient has satisfied the requirements to apply for a grant related to the construction of the Project
4 hereafter described in conformance with Nevada Administrative Code (NAC) 349.430 through NAC
5 349.574, inclusive; and
- 6 5. The State has adopted a resolution of funding and transmitted the resolution to the Department of
7 Conservation and Natural Resources and the Division of Environmental Protection (NAC 349.535(3)).

8

9 **NOW, THEREFORE,** It is agreed as Follows:

10

11 **SECTION 1. PROJECT DESCRIPTION**

12 In general, funding for this Project will be used for their septic-to-sewer consolidation. Specific details of
13 the Project may be found in the application and supporting documents.

14

15 **SECTION 2. INCORPORATION OF DOCUMENTS AND GENERAL RECIPIENT COMMIT-**
16 **MENTS**

17 This contract incorporates the following documents:

18 (A) Exhibit A, Grant Contract Standard Conditions, and

19 (B) Exhibit B, Resolution of Board for Financing Water Projects for Commitment of Funds from the
20 Capital Improvements Grants Program, and

21 (C) Exhibit C, Draw Schedule.

22 The Recipient accepts and agrees to comply with all terms, provisions, conditions, and commitments of this
23 contract, including all incorporated documents, and to fulfill all assurances, declarations, representations,
24 and commitments made by the Recipient in its application, accompanying documents, and communications
25 filed in support of its request for the grant.

26

1 **SECTION 3. ESTIMATED COST OF PROJECT**

2 The estimated total eligible project cost, including associated planning and design cost is **five million four**
3 **hundred thousand dollars (\$5,400,000.00).**

5 **SECTION 4. MAXIMUM GRANT AMOUNT**

6 Subject to all of the terms, provisions, and conditions of this contract, and subject to the availability of State
7 funds, the State will grant a sum not to exceed **two million one hundred six thousand dollars**
8 **(\$2,106,000.00)** to the Recipient.

10 **SECTION 5. APPLICANT SHARE**

11 The minimum amount the Applicant is required to contribute to this project is 61% of the eligible project
12 costs. This contribution must be provided from another funding source for each draw presented to the State
13 for reimbursement.

15 **SECTION 6. FEES**

- 16 1. The State may charge a grant administrative fee in an amount authorized by NAC 349.549.
- 17 2. The grant Recipient shall remit to the Division the full amount of the grant administrative fee within
18 30 days after the grant execution.
- 19 3. This grant contract contains a grant administrative fee in the amount of \$1,000.

21 **SECTION 7. FISCAL SUSTAINABILITY PLAN**

22 The Recipient will maintain a fiscal sustainability plan that outlines the system's assets, identifies the
23 critical assets of the system, determines condition of the assets, and plans for future replacement.

- 24 1. The plan must evaluate the level of service required of the system, and
- 25 2. The plan must address ongoing maintenance of system assets to ensure its maximum useful life,
26 and

3. The plan must be reviewed and updated by the Recipient at least once every five years, and
4. The Recipient may maintain a fiscal sustainability plan in logical sections of the system rather than the entire system upon approval of the Division, and
5. The plan is subject to periodic review by the Division.

SECTION 8. MAINTAIN A CAPITAL ASSET REPLACEMENT RESERVE ACCOUNT

The Recipient agrees to maintain a dedicated capital asset replacement reserve account.

1. Funds within this account can be used to purchase any capital asset of the water utility.
2. Funds within this account cannot be used for operations, maintenance, debt service, or other non-capital expenditures.
3. The Recipient agrees to fund the account at least annually based upon the needed replacement cost of the system's short-lived assets (15 years or less) amortized on a straight-line basis. The replacement cost of the system's short-lived assets must be re-evaluated at least every five (5) years.
4. The reserve account must be identifiable on the Recipient's financial statements provided to the State.
5. The State may consider other funding available for capital assets to meet this condition.

SECTION 9. USEFUL LIFE OF PROJECT

For purposes of this contract, the parties agree that the useful life of the Project is at least six months from and after Project completion.

SECTION 10. TERM

This contract shall take effect upon execution of the contract by the State and the Recipient, and for the purpose of this section, the contract will expire on April 6th, 2029.

1 **SECTION 11. NOTICES**

2 All notices or other communications hereunder shall be sufficiently given and shall be deemed given when:

3 (a) hand delivered; (b) mailed by registered or certified United States mail, postage; or (c) via email to the
4 parties hereinafter set forth at the following addresses:

5
6 1. Nevada Division of Environmental Protection

7 Board for Financing Water Projects

8 ATTN: Advisor to the Board

9 901 S. Stewart St., Ste 4001

10 Carson City, NV 89701-5249

11 ndep-ofa@ndep.nv.gov
12

13 2. Clark County Water Reclamation District

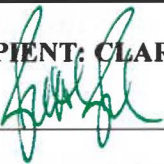
14 5857 East Flamingo Road

15 Las Vegas, NV 89122-5507

16 bborek@cleanwaterteam.com
17

18 **IN WITNESS THEREOF**, the parties have executed this contract on the dates set forth below.

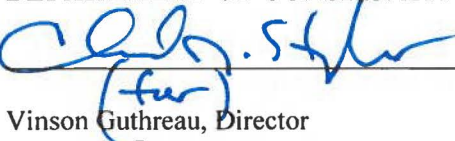
19 **RECIPIENT: CLARK COUNTY WATER RECLAMATION DISTRICT**

20 

Date: March 23, 2026

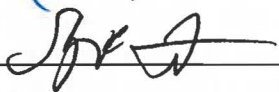
21 Brett Borek, Finance Manager, Clark County Water Reclamation District

22 **DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES**

23 
(for)

Date: 3/30/26

24 Vinson Guthreau, Director

25 

Date: 3/25/2026

26 Sheryl Fontaine, Advisor to the Board for Financing Water Projects

EXHIBIT A
GRANTS FOR WATER CONSERVATION AND CAPITAL IMPROVEMENTS STANDARD GRANT
CONDITIONS

Condition 1. AWARD OF CONSTRUCTION CONTRACTS; NOTIFICATION OF AWARD AND INITIATION OF CONSTRUCTION

- 1.1 Recipient shall comply with all applicable state laws and regulations pertaining to general provisions of construction projects for public works, including, but not limited to, procurement, employment practices, wages, and construction best management practices.
- 1.2 The State may, upon the request of the recipient, grant an extension of the time provided by condition 1 in any case where unusual or extenuating circumstances exist. Any request for an extension must be made in writing and must set forth facts justifying the extension.
- 1.3 The Recipient agrees to promptly notify the State in writing both of the award of the prime construction contract for the project and of initiation of construction of the project.
- 1.4 The Recipient shall require the contractor to submit a schedule for construction at the preconstruction conference. The contractor shall be required to update the schedule as necessary.
- 1.5 The Recipient agrees to expeditiously proceed with and complete construction of the project in substantial compliance with project plans and specifications approved by the State.

Condition 2. CONSTRUCTION ACTIVITIES AND NOTIFICATIONS

The Recipient agrees to promptly notify the State in writing of:

- 2.1 Any substantial change in scope of the project. The Recipient agrees that no substantial change in the scope of the project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such a change.
- 2.2 Cessation of all major construction work on the project where such cessation of work is expected to or does extend for a period of 30 days or more.
- 2.3 Any circumstance, combination of circumstances, or condition, which is expected to or does delay completion of construction for a period of 90 days or more beyond the estimated date of completion of construction previously provided to the State.
- 2.4 Completion of construction of the project within 30 days.
- 2.5 After completion of the project the Recipient shall provide the State with as-built record drawings for the project.

Condition 3. RESIDENT ENGINEER & INSPECTOR

The Recipient is required to hire a qualified full time resident engineer and inspector(s) during the construction of the project unless waived by the State.

Condition 4. PROJECT ACCESS & STATE REVIEWS

- 4.1 The Recipient agrees to ensure that the State or any authorized representative thereof will have suitable access to the project site and project documents at reasonable times during project construction.
- 4.2 The parties agree that review or approval of project plans and specifications by the State is for administrative purposes only and does not relieve the Recipient of the responsibility to properly plan, design, construct, operate and maintain the Project.

EXHIBIT A
GRANTS FOR WATER CONSERVATION AND CAPITAL IMPROVEMENTS STANDARD GRANT
CONDITIONS

Condition 5. INDEMNIFICATION

- 5.1 As between the State and the Recipient, the Recipient agrees that it has sole responsibility for proper planning, design, construction, operation and maintenance of the Project, and the Recipient agrees to indemnify the State, the State of Nevada and their officer, agents and employees against and to hold the same free and harmless from any and all claims, demands, damages, losses costs, expenses or liability due or incident to planning, design, construction, operation or maintenance of the Project.
- 5.2 The parties will not waive and intend to assert available NRS 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds, which have been appropriated for payment under this contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.
- 5.3 To the fullest extent of limited liability as set forth above, each party shall indemnify, hold harmless, and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to, reasonable attorneys' fees and costs arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees, and agents. Such obligation shall not be constructed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist to any party or person described in this paragraph.
- 5.4 The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

Condition 6. PROJECT COMPLETION; INITIATION OF OPERATIONS & OPERATION AND MAINTENANCE

- 6.1 At the time of completion of construction, the State, after consultation with the Recipient, will establish a reasonable estimated project completion date, and the Recipient agrees to make all reasonable efforts to meet the date so established. Such date shall be binding upon the Recipient unless modified in writing by the State upon a showing of good cause by the Recipient. Extension of the project completion date by the State shall not be unreasonably withheld.
- 6.2 Upon completion of construction of the Project, the Recipient agrees to expeditiously initiate project operations. The Recipient agrees to properly staff, operate and maintain all portions of the Project during its useful life in accordance with all applicable state laws, rules and regulations. Upon reasonable notice, the Recipient shall make available to the State the operation and maintenance manuals for the Project.

Condition 7. DEDICATED SOURCE OF REVENUE & SYSTEM USER CHARGES

- 7.1 The Recipient shall adopt and maintain in effect during the term of this contract a user charge system or other dedicated source of revenue such as connection fees, which at all times complies with the requirements of applicable state rules, regulations and guidelines.

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- 7.2 The Recipient agrees to administer a system of user charges acceptable to the State. The system of user charges must provide, at a minimum, funding necessary to pay for the costs of operations, maintenance, debt service, and reserve account requirements, including any reserve accounts specifically required for debt service or capital replacement.
- 7.3 The Recipient further agrees to periodically review and modify the system of user charges as necessary to assure its reasonable adequacy to sustain the system, and to cover operating costs and meet other financial obligations of the Recipient. The system of user charges shall be reviewed at least once every three years and all modifications thereto shall be maintained to the reasonable satisfaction of the State.

Condition 8. CONTINUOUS USE OF PROJECT

The Recipient agrees that it will not abandon, substantially discontinue use of, or dispose of the project during the useful life of the project without prior written approval of the State. If the Recipient does abandon, substantially discontinue use, of, or dispose of the Project during the useful life of the Project without prior approval of the State, the Recipient shall repay the State all remaining grant funds advanced hereunder due in accordance with the terms of this contract.

Condition 9. REPORTS, RECORDS & ACCOUNTING STANDARDS

- 9.1 The Recipient agrees to expeditiously provide, during construction of the project and thereafter during the useful life of the project, such reports, data, and information as may be reasonably required by the State, including but not limited to material necessary or appropriate for evaluation by the State Grant Program or to fulfill any reporting requirements of the federal government. At a minimum, such reports reasonably required by the State shall include the submission of annual financial statements, prepared on a basis utilizing "Generally Accepted Accounting Principles (GAAP).

Without limitation of the requirement to maintain project accounts in accordance with generally accepted government accounting standards, the Recipient agrees to:

- 9.2 Maintain separate Project accounts in accordance with generally accepted government accounting standards; and
- 9.3 Establish an official file for the project which shall adequately document all significant actions relative to the project; and
- 9.4 Establish accounts which will adequately and accurately depict all amounts received and expended on the project, including all grant funds received under this contract; and
- 9.5 Establish accounts which will adequately depict all income received which is attributable to the project, specifically including any income attributable to grant funds disbursed under this contract; and
- 9.6 Establish an accounting system which will accurately depict final total costs of the project, including both direct and indirect costs; and
- 9.7 Maintain records and accounting activities of the water utility separately from other activities of the Recipient; and
- 9.8 If a force account is used by the Recipient for any phase of the Project, other than for planning, design and construction engineering and administration provided for by allowance, accounts will be established which reasonable document all employee

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hours charged to the project and the associated tasks performed by each employee;
and

- 9.9 Retain project records for a minimum of five (5) years after final grant repayment has been made, and for such longer period as may be required for the State to fulfill tax-exempt bond reporting requirements under federal statutes and regulations. All Recipient records relative to the project shall be subject at all reasonable times to inspection, copying, and audit by the State or any authorized representative.

Condition 10. FINANCIAL INFORMATION AUDIT

The State, at its option, may call for an audit of financial information relative to the project, where the State determines that an audit is desirable to assure program integrity or where such an audit becomes necessary because of state or federal requirements. Where such an audit is called for, the audit shall be performed by a Certified Public Accountant independent of the Recipient and at the cost of the Recipient. The audit shall be in the form required by the State.

Condition 11. GRANT DISBURSEMENT; AVAILABILITY OF FUNDS

- 11.1 The Recipient agrees to draw funds available in this contract consistent with a draw schedule approved by the State. Funds will be subject to de-obligation and/or review by the State if draws are not performed timely.

Except as may be otherwise provided in this contract, grant amounts will be disbursed as follows:

- 11.2 Grant funds will be promptly disbursed to the Recipient for project costs incurred by the Recipient upon receipt by the State of proper and acceptable Payment Request Forms from the Recipient.
- 11.3 Additional grant funds will be promptly disbursed to the Recipient for project costs incurred by the Recipient upon receipt of proper and acceptable payment requests from the Recipient provided that payment shall not be made more frequently than once a month.
- 11.4 The Recipient agrees that it will not request payment for any project cost until such cost has been incurred and is due and payable, although it is agreed that actual payment of such cost by the Recipient is not required as a condition of payment request. The Recipient agrees to provide a certification with each payment request that costs shown in the payment request have been incurred and is due and payable at the time of the request.
- 11.5 Each disbursement of grant funds will be accompanied by an appropriate amount of match from other funding sources in conformance with NRS 349.983(3).
- 11.6 Each disbursement of grant funds other than for the planning and design allowance will be accompanied by an appropriate prorated percentage of the allowance for construction engineering and inspection services for the project.
- 11.7 The State's obligation to pay any sum to the Recipient under any provisions of this contract, is contingent upon the availability of sufficient funds to permit the payments provided for herein. In the event that sufficient funds, as determined by the State, do not become available for any reason, the State shall not be obligated to make any payments to the Recipient under this contract. This provision shall be construed as a condition precedent to the obligation of the State to make any payments under this contract. Nothing in this contract shall be construed to provide the Recipient with a right of priority for payment over any other agency. If any payments which are

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otherwise due to the Recipient under this contract are deferred because of unavailability of sufficient funds, such payments will promptly be made to the Recipient when sufficient funds do become available.

- 11.8 Any state funds used for funding this grant will be provided through state issued bonds that may be subject to arbitrage restrictions. Timely and expeditious expenditures are required throughout the performance of the project.

Condition 12. COMPLIANCE WITH OTHER FEDERAL STATUTES AND AUTHORITIES

The Recipient agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, regulations, and requirements applicable to the project.

Condition 13. TERMINATION; IMMEDIATE REPAYMENT; INTEREST

- 13.1 This contract may be terminated by written notice during construction of the project, or thereafter at any time prior to complete repayment by the Recipient, at the option of the State, upon violation by the Recipient of any material provision of this grant contract after such violation has been called to the attention of the Recipient and after failure of the Recipient to bring itself into compliance with the provisions of this contract within a reasonable time as established by the State.
- 13.2 In the event of such termination, the Recipient agrees, upon demand, to immediately repay to the State an amount equal to the current balance due on the grant in accordance with the terms of this contract.

Condition 14. DEFAULTS & REMEDIES

- 14.1 **NOTICE OF DEFAULT.** If an Event of Default shall occur, the non-defaulting party shall give the party in default prompt telephonic notice of the occurrence of such Event of Default, provided the non-defaulting party has knowledge of such Event of Default. Such telephonic notice shall be immediately followed by written notice of such event of Default given in the manner set forth in the contract.
- 14.2 **EVENTS OF DEFAULT.** The occurrence of one or more of the following events constitutes an Event of Default, whether occurring voluntarily or involuntarily, by operation of law or pursuant to any order of any court or governmental agency.
- i. Failure by the Recipient to observe and perform any duty, covenant, obligation, or agreement on its part to be observed or performed under this grant contract, which failure shall continue for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, is given to the Recipient by State;
 - ii. Any representation made by or on behalf of the Recipient contained in this grant contract, or in any instrument furnished in compliance with or with reference to this grant Agreement or the grant, is intentionally false or misleading in any material respect.
- 14.3 **REMEDIES.** If State determines that an Event of Default has occurred, State may, without further notice:
- i. Demand immediate repayment of all or part of any payment made to the Recipient;

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- ii. Cease making disbursement of grant proceeds or make some disbursements of grant proceeds and withhold or refuse to make other disbursements;
- iii. Pursue any other legal or equitable remedy it may have.

Condition 15. DISPOSITION OF EQUIPMENT

When original or replacement equipment used to construct the facilities acquired under this contract is no longer needed for the original project, disposition of the equipment will be made in consultation with the Nevada State Purchasing Office and disposed of in accordance with State law for the specific type of asset.

Condition 16. DISPUTES

Any dispute arising under this contract which is not otherwise disposed of shall be decided by the Administrator of the Division of Environmental Protection. The decision shall be reduced to writing and a copy thereof furnished to the Recipient. The decision of the Administrator shall be final and conclusive unless, within thirty (30) calendar days after mailing of the Administrator's decision to the Recipient, the Recipient mails or otherwise furnishes a written appeal of the decision to the Director of the Department of Conservation and Natural Resources. The decision of the Director shall be final and conclusive unless overturned by a court of competent jurisdiction. In connection with any appeal under this clause, the Recipient shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Recipient shall continue to fulfill and comply with all the terms, provisions, commitments, and requirements of this grant contract.

Condition 17. FORCE MAJURE

Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligation hereunder due to unforeseeable events including strikes, failure of public transportation, civil or military authority, acts of public enemy, accidents, fires, explosions, earthquakes, flood, or unusual atmospheric events. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

Condition 18. WAIVER

The parties hereto may, from time to time, waive any rights under this contract unless such waiver is contrary to law, provided that any such waiver must be in writing and must be signed by the party making such waiver.

Condition 19. AMENDMENT

This contract may be amended at any time by mutual written agreement of the parties.

RESOLUTION G18-1125

Clark County Water Reclamation District Project Grant Commitment

WHEREAS:	The Board for Financing Water Projects (the "Board") of the State of Nevada (the "State") is authorized by Chapter 349.980 to 349.987, Nevada Revised Statutes (the "Act"), to administer a program to provide grants of money to purveyors of water to pay for costs of capital improvements to publicly owned community water systems and publicly owned non-transient water systems required and made necessary by the State Board of Health pursuant to NRS 445.361 to 445.399, inclusive, or made necessary by the Safe Drinking Water Act (42 U.S.C. §§ 300f et seq.) and the regulations adopted pursuant thereto; and
WHEREAS:	Clark County Water Reclamation District, ("Applicant") has applied to the Board for a grant for a project having eligible costs estimated to be \$2,106,000.00 to pay for costs of capital improvements to a publicly owned community water system within the jurisdiction of the Applicant, which capital improvements are commonly referred to as the "septic to sewer consolidation" ("Project"); and
WHEREAS:	In connection with seeking a grant, the Applicant has submitted a written application ("Application") to the Board (a true and correct copy of the Application is on file with the State); and
WHEREAS:	The Board has taken all necessary and proper actions with respect to the Application as required pursuant to the Act and Chapter 349.430 to 349.545, Nevada Administrative Code (the "Regulations"), and in connection therewith, the Board has determined to provide a grant to the Applicant; and
WHEREAS:	NAC 349.535 provides in relevant part, as follows: If the Board determines to provide a grant, it will adopt a resolution which will include: (a) a statement of the approval of the board that sets forth its findings of fact concerning its determinations made pursuant to NAC 349.530; (b) the application; and (c) the terms for providing the grant to the applicant. . . .

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

Section 1: This resolution shall be known as the "G18-1125 Clark County Water Reclamation District Project Grant Commitment"

Section 2: In connection with its findings of fact set forth in Section 3 of this Resolution and subject to the provisions of Section 4 of this Resolution, the Board has determined, and does hereby declare, that it approves and shall provide a grant to the Applicant in an amount not to exceed \$2,106,000.00 of eligible project costs estimated to be \$5,400,000.00.

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

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

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

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

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

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

PASSED, ADOPTED, AND SIGNED November 19, 2025

Signed: _____

Chair

Board for Financing Water Projects

Attest: _____

Advisor

Board for Financing Water Projects

ATTACHMENT A

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

1. The award of grant funds is contingent upon the availability of grant funds, which may be dependent upon the issuance of additional bonds. While the Board will use best efforts in selling any necessary bonds for the funding of this grant, approval of this grant does not imply or guarantee that any monies have been set aside for this project.
2. The State may enter into a funding agreement with Applicant for the grant funds subject to the following conditions:
 - a. Applicants' costs of obtaining interim financing and the interest thereon, obtained after the execution of the Funding Agreement, will be eligible for grant reimbursement.
 - b. An administrative fee of \$1,000 has been paid to the State by the Applicant per NAC 349.549(1).
 - c. Per NRS 445A.920, the project's plans and specifications must be submitted to the Nevada Division of Environmental Protection for review and approval prior to construction.
 - d. Applicant must assure that a sufficient water rate to cover operations, maintenance, debt service and reserves will continue to meet or exceed the Board's policy on sufficient water rates as adopted on June 20, 2018.
 - e. Applicant must adhere to the Policy on Capital Replacement Reserves as adopted on June 20, 2018.
 - f. Applicant must adhere to the Policy on Fiscal Sustainability Plans as adopted on June 20, 2018.
 - g. Applicant is subject to the provisions of NAC 349.554 through 349.574 regarding the administration of this grant.
 - h. Prior to the execution of the Funding Agreement, Applicant must provide an estimate of the monthly disbursement of money, by the State, pursuant to the grant and provide monthly updates.
 - i. Applicant must demonstrate that it has obtained all funding outlined in this summary. In the event that funding proposed for this project does not become available, Applicant must demonstrate that it has secured alternate match funding before any construction bids may be awarded.

STATE OF NEVADA)
) ss.
CARSON CITY)

I, Sheryl Fontaine Advisor to the State Board for Financing Water Projects (the "Board"), do hereby certify that:

1. The foregoing pages constitute a true, correct, complete and compared copy of the "G18-1125 Clark County Water Reclamation District Project Grant Commitment" (the "Resolution"), which was passed and adopted by the Board at its November 19, 2025, meeting in Carson City, Nevada.
2. The original of the Resolution was signed by the chairman of the Board and authenticated by me as the Advisor to the Board.
3. The following members of the Board who were present,

Bruce Scott
Andrew Belanger
Mike Workman
Abigail Yacoben
Jeremy Hutchings

voted in favor of the passage of the Resolution.

4. All members of the Board were given due and proper notice of such meeting.
5. Pursuant to NRS 241.020, written notice of such meeting was given at least three working days before the meeting:
 - (a) By emailing a copy of the notice to each member of the Board:
 - (b) By posting a copy of the notice at the principal office of the Board, or if there is no principal office, at the building in which the meeting was held, and on the following State of Nevada websites:
 - (i) State of Nevada Public Notice Website - <https://notice.nv.gov/>
 - (ii) The Nevada Division of Environmental Protection's public notice website: <https://ndep.nv.gov/posts>
 - (iii) Department of Conservation and Natural Resources, 901 South Stewart Street, Carson City
6. No other proceedings were adopted, and no other action taken or considered at such meeting relating to the subject matter of the Resolution.

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



Sheryl Fontaine

Advisor for Board for Financing Water Projects



Date

Borrower Name (Entity)	Clark County Water Reclamation District
Contract Number	GP2602
Contract Date	To be determined
Project Amount (full cost)	5,400,000.00
Capitalization Grant Scale	39%
Capitalization Grant Funding	2,106,000.00

Anticipated draw date	Forecasted drawn (including match)	Cap Grant Draw	Match	Remaining Balance
Potential Draw for January 2026	556,332.29	216,969.59	339,362.70	4,843,667.71
Potential Draw for February 2026	560,813.39	218,717.22	342,096.17	4,282,854.32
Potential Draw for March 2026	552,576.79	215,504.95	337,071.84	3,730,277.53
Potential Draw for April 2026	258,746.65	100,911.19	157,835.46	3,471,530.88
Potential Draw for May 2026	501,964.00	195,765.96	306,198.04	2,969,566.88
Potential Draw for June 2026	488,257.56	190,420.45	297,837.11	2,481,309.32
Potential Draw for July 2026	654,591.72	255,290.77	399,300.95	1,826,717.60
Potential Draw for August 2026	425,250.43	165,847.67	259,402.76	1,401,467.17
Potential Draw for September 2026	340,802.41	132,912.94	207,889.47	1,060,664.76
Potential Draw for October 2026	660,664.76	257,659.26	403,005.50	400,000.00
Potential Draw for November 2026	400,000.00	156,000.00	244,000.00	-
Potential Draw for December 2026	0.00	-	-	-
Total Projected Draws	5,400,000.00	2,106,000.00	3,294,000.00	-
Remaining*	0.00	0.00	0.00	

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

July 7, 2026

Subject:

Ratification of Agreement

Petitioner:

Doa J. Ross, Deputy General Manager, Engineering and Operations

Recommendations:

That the Board of Directors ratify approval of an interlocal agreement between the City of Las Vegas and the District for the construction of water facilities for the Flamingo Boulder Highway Charleston – Main/Maryland Project in an amount not to exceed \$69,000 and authorize a contingency amount not to exceed \$6,900.

Fiscal Impact:

The requested \$75,900 is available in the District's Capital Budget.

Background:

The City of Las Vegas (City) is designing and constructing the project known as Flamingo Boulder Highway Charleston – Main/Maryland (Project). In conjunction with the Project, the District recommends replacing and relocating aging shallow waterlines by installing new water facilities at an increased depth and located within the Project along Charleston Boulevard between 7th Street and 10th Street (District Improvements). The City and the District agree that it is advantageous to complete the District Improvements as part of the City's Project.

Due to recent main breaks caused by construction occurring over existing aging and shallow water mains within the City's Project, the District has determined that immediate commencement of District Improvements was necessary. To accommodate the expedited timeline the attached Interlocal Agreement No. 014960.0 (Agreement), Project No. 138959-A, was negotiated and executed by both parties, pending ratification by the City Council and the District Board of Directors.

Upon ratification by the Board, the Agreement includes the terms and conditions under which the District will perform the District Improvements within the City's Project, as generally shown on Exhibit A of the attached Agreement. The City will be responsible for coordinating District work with the City's contractor and for the scheduling and cost of permanent paving on the roadways related to both City and District Improvements. The District will be responsible for reimbursing the City for the cost of excavated material removal related to the District Improvements in an amount not to exceed \$69,000. In addition, a 10 percent contingency amount of \$6,900 for unanticipated increases in District Improvements has been added. All District Improvements, when completed, will remain the property of the District.

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

INTERLOCAL AGREEMENT

WATER LINE REPLACEMENT WITHIN CITY OF LAS VEGAS PROJECT: FLAMINGO BOULDER HIGHWAY CHARLESTON – MAIN/MARYLAND

This Agreement is made and entered into by and between the Las Vegas Valley Water District, a political subdivision of the State of Nevada, hereinafter called "District", and the City of Las Vegas, a municipal corporation of the State of Nevada, hereinafter called "City". The District and the City are sometimes hereinafter referred to individually as "Party" and collectively as "Parties." The "Effective Date" is the date of the last signature on this Agreement.

WITNESSETH:

WHEREAS, the Parties are authorized to enter into agreements pursuant to Nevada Revised Statute (NRS) 277.180;

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

WHEREAS, the City is designing and constructing a project known as "Flamingo Boulder Highway Charleston – Main/Maryland" (hereinafter referred to as "City Project") and said City Project contains the area of Charleston Boulevard between 7th Street to 10th Street, as generally depicted on Exhibit A attached hereto and incorporated herein;

WHEREAS, the District is desirous of replacing a pipeline (hereinafter referred to as "Water Facilities") in conjunction with the City Project, and the Water Facilities are generally depicted on Exhibit A;

WHEREAS, the District desires the City, as a part of the City Project, to allow the District to construct a water line replacement ("Water Facilities") within the City Project; and

WHEREAS, the District and the City have agreed that it is beneficial to allow the District to construct the Water Facilities simultaneously with the City's construction of the City Project;

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

AGREEMENT

1. The recitals are contractual, incorporated by reference, and form the basis for this Agreement.
2. Costs:
 - a. The City shall be responsible for all costs related to the City Project including, but not limited to, construction, construction management, inspection, permits, administration fees, and the cost of paving the roadways incurred by the City for the City Project.
 - b. The District shall be responsible for the cost of:
 - i. The design of the Water Facilities and the District's Distribution workgroup's ("District Distribution") installation of the Water Facilities, and
 - ii. The removal from the City Project's work zone all spoil piles caused by District Distribution related to the installation of the Water Facilities ("Spoils"). The City has estimated the cost of the removal of the Spoils to be \$69,000. The City shall cause its contractor ("City Contractor") to separately account for all costs to remove the Spoils. At the completion of the installation of the Water Facilities, the City shall provide to the District an invoice detailing the actual cost of the removal of the Spoils. The District shall pay the City the actual cost of removal of the Spoils within sixty (60) days of receipt of the invoice.

3. Use of the City Project's Work Zone:

- a. The City shall permit District Distribution to enter into and perform work within the City Project's work zone ("Work Zone") at no cost to the District. This permission includes utilizing the Work Zone for District Distribution's staging of materials.
- b. The City shall require the City Contractor and the District shall require District Distribution to coordinate work within the Work Zone. Should the City Contractor and District Distribution be unable to resolve a conflict in coordination, the matter will elevate to the City's and the District's respective contacts listed in the Notices section.

4. Construction of the Water Facilities:

- a. The District shall be responsible for all utility relocations that are related to the Water Facilities at no cost to the City.
- b. After the completion of the construction of the Water Facilities, the Water Facilities shall be and remain the exclusive property of the District. The District shall be responsible for operation and maintenance of the Water Facilities and shall have the sole right to modify the Water Facilities at the District's sole discretion. The City shall at no time be responsible for the maintenance of the Water Facilities.

5. Indemnification:

- a. The City will be responsible for any loss, damage, liability, cost or expense, except those exempted by law, caused by the actions or inactions of its officers or employees; the City does not waive the conditions and limitations of NRS Chapter 41. The foregoing notwithstanding, the City shall not be responsible for any claims against the City for any delay to District Distribution in constructing the Water Facilities.
- b. The District will be responsible for any loss, damage, liability, cost or expense, except those exempted by law, caused by the actions or inactions of its officers and employees; the District does not waive the conditions and limitations of NRS Chapter 41. The foregoing notwithstanding, the District shall not be responsible for any claims against the District for any asserted delays made by the City Contractor due to Distribution working within the City Project's Work Zone.
- c. Neither Party shall be liable hereunder to the extent that any loss, damage, liability, cost or expense is caused by the sole negligence of the other Party or the other Party's Indemnities in accordance with applicable Law regarding comparative negligence.

6. Standard Terms:

- a. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each Party.
- b. The term of this Agreement shall be from the Effective Date until completion of construction of the Water Facilities, unless this Agreement is terminated as provided herein.
- c. This Agreement may be terminated by mutual consent of both Parties.
- d. This Agreement shall not be deemed to be for the benefit of any entity or person who is not a Party hereto, and neither this Agreement, nor any interest herein, may be assigned without the prior written consent of the non-assigning Party.
- e. Should any part of this Agreement be rendered void, invalid or unenforceable by any court of law, for any reason, such determination shall not render void, invalid or unenforceable, any other part of this Agreement.
- f. The laws of the State of Nevada will govern as to the interpretation, validity, and effect of this Agreement.
- g. Each Party shall not discriminate against employees or applicants based on race, color, religion, sex, sexual orientation, gender expression, gender identity, age or national origin, and shall ensure that applicants are employed and employees are treated without regard to the above-mentioned factors and agrees to post in

a conspicuous place, for employees and applicants, notices provided by the Equal Employment Opportunity Commission setting forth these provisions. Each Party further agrees that solicitation for employees shall state that qualified applicants will receive consideration without regard to the above-mentioned factors and will send to labor unions or collectives with which he/it has an agreement a notice of the commitments required herein, and each Party will comply with all local, State and Federal laws prohibiting discrimination in hiring or employment opportunities.

- h. The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each Party is and shall be a public agency or political subdivision of the State of Nevada, separate and distinct from the other Party and shall have the right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other Party.
- i. Neither Party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other Party.
- j. Except as otherwise expressly provided herein, all property presently owned by either Party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the Parties during the course of this Agreement.
- k. This Agreement constitutes the entire agreement of the Parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.
- l. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by email, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other Party at the address set forth below:

To City

City of Las Vegas
Attention: Nicole Melton
495 South Main Street – 5th Floor
Las Vegas, Nevada 89101
nmelton@lasvegasnevada.gov

To District:

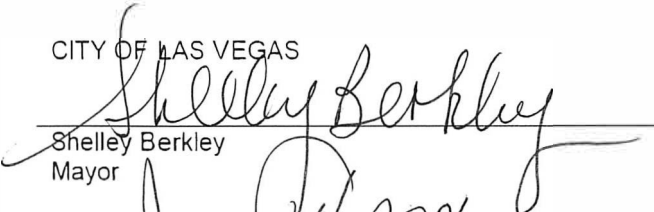
Las Vegas Valley Water District
Attention: Jason Ghadery
1001 South Valley View Boulevard, MS 600
Las Vegas, Nevada 89153
jason.ghadery@lvvwd.com

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

IN WITNESS WHEREOF, the parties hereto have entered into this Interlocal Agreement on the date of the last signature below.

CITY OF LAS VEGAS


Shelley Berkley
Mayor

Date

ATTEST:


Dr. LuAnn D. Holmes, MMC, City Clerk

APPROVED AS TO FORM:


Deputy City Attorney

John S. Ridilla
Assistant City Attorney

LAS VEGAS VALLEY WATER DISTRICT


John J. Entsminger
General Manager

Date

APPROVED AS TO FORM:

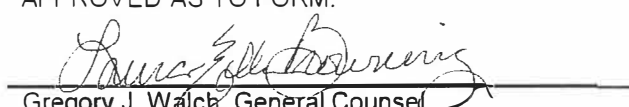

Gregory J. Walch, General Counsel
Las Vegas Valley Water District

EXHIBIT A

City of Las Vegas
Water Line Replacement within City of Las Vegas Project
Flamingo Boulevard Highway Charleston – Main/Maryland
LVVWD Project No. 138959-A



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

July 7, 2026

Subject:
Contract Renewal

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

Recommendations:
That the Board of Directors authorize the General Manager to approve renewal terms to the contract between Menichino Construction LLC and the District that provides for the installation of new backflow assemblies in the amount of \$4,416,534 per term.

Fiscal Impact:

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

Background:

On April 21, 2025, the Board of Directors awarded Commitment No. 011859 (Project No. 3757L), Miscellaneous Small Backflow Installations, Phase XVII (Contract), for the amount of \$4,416,534. The Contract is to provide for the installation of 450 new backflow prevention assemblies above ground on existing non-single-family residential services that are currently unprotected or under-protected throughout the District's service area. The Board further authorized a change order contingency amount not to exceed \$440,000, of which no change orders have been issued during this term.

This Contract provides for a total of three terms, the original term and two renewal terms. Each renewal will not exceed the amount of \$4,416,534 per term, and utilize a fixed \$440,000 contingency throughout the three terms, managed pursuant to the Amended Resolution Establishing a Policy for Providing for Changes in the Construction of District Owned or Administered Projects, executed by the Board on May 30, 2024. If approved, this agenda item authorizes the first renewal term and authorizes the General Manager or his designee to approve the second renewal term if appropriate.

This agreement was 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 this agenda item.

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: 57

Corporate/Business Entity Name: Menichino Construction LLC

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:

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? **1**

Names, Titles and Percentage Owned:

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Vince Menichino	President	100

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: 6/24/2026
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 process for this item?
- _ Is the LVVWD/SNWA/SSEA representative listed above involved in any way with the business in performance of the contract?

Additional Comments or Notes:

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

Ono Siou Matsura, Shannon
Signature

Ono Siou Matsura, Shannon
Construction Division Mgr
Print Name/Title

6/24/2026
Date

AGREEMENT

THIS AGREEMENT, made and entered into, by and between Las Vegas Valley Water District, hereinafter referred to as Owner, and Menichino Construction LLC

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: MISCELLANEOUS SMALL BACKFLOW INSTALLATIONS,
PHASE XVII

Project No: 3757L

Commitment No: 011859

Public Works Project Identifying Number: CL-2025-114

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

[CONTRACTOR'S NAME]

Menichino Construction LLC

By: Vincent Menichino
Vincent Menichino (Apr 24, 2025 13:35 PDT)

Signatory Empowered to Bind Contractor

Vincent Menichino

Type or Print Name

President

Official Title

LAS VEGAS VALLEY WATER DISTRICT

By: 
Doa Ross (Apr 24, 2025 15:39 CDT)

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**

July 7, 2026

Subject:

Agreement

Petitioner:

Andy Belanger, Deputy General Manager, Administration

Recommendations:

That the Board of Directors approve and authorize the General Manager to sign an agreement between Hazen and Sawyer and the District to provide professional design engineering services for the SNWA and LVVWD Facility Cooling Systems Assessment in an amount not to exceed \$6,000,000.

Fiscal Impact:

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

Background:

There are approximately 1,300 existing cooling units across 125 sites within Southern Nevada Water Authority (Authority) and District buildings in Clark County (Facilities). To advance efforts to minimize water loss associated with evaporative cooling systems, optimize energy utilization, and ensure efficient, reliable, and resilient operations across the Facilities, Commitment No. 014647, Project 3192L - SNWA and LVVWD Facility Cooling Systems Assessment (Assessment), will provide a maintenance and replacement roadmap for the heating, ventilation, and air conditioning (HVAC) systems. This Assessment will aid in updating existing HVAC systems at the Facilities with updated technologies that are aligned with the organization's water conservation mission.

If approved, the attached Master Services Agreement includes the terms and conditions necessary for Hazen and Sawyer to provide professional engineering design services in support of the Assessment, including, but not limited to, cooling system assessments containing HVAC and mechanical, electrical, and plumbing design, mapping, prioritization, construction planning, and cost estimates of future system replacements and upgrades across all existing Facilities. The requested \$6,000,000 includes a 10 percent contingency.

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.

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: 7
Corporate/Business Entity Name: Hazen and Sawyer, D.P.C.
Doing Business As:
Street Address: 2470 Saint Rose Pkwy, Ste 204
City, State, and Zip Code: Henderson, NV 89074
Website: <https://www.hazenandsawyer.com/>
Contact Name: Ben Stanford
Contact Email: bstanford@hazenandsawyer.com
Telephone No: (720) 262-4458
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):

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

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

Additional Supplemental Information to be Attached? **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
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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: Ben Stanford
Signer Title: Associate Vice President
Signer Email: bstanford@hazenandsawyer.com
Signed Date: 4/6/2026
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.

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

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

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

Additional Comments or Notes:

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

Pearson, Natalie
Signature

Pearson, Natalie
Executive Assistant I
Print Name/Title

5/6/2026
Date

MASTER SERVICES AGREEMENT

This Agreement is made and entered into by and between Hazen and Sawyer, 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 cooling system assessments, including but not limited to HVAC and MEP design, mapping, prioritization, construction planning, and costing of future system replacements and upgrades, 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) SCOPE OF WORK:

- 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. The specific Scope of Services and schedule for each task authorized pursuant to this Agreement shall be set forth in each subsequently executed Task Order, in accordance with the DISTRICT'S applicable format. 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:

- a) This Agreement shall become effective as of the Effective Date and shall remain in effect for one (1) year, with the option to renew by mutual agreement for Number of Renewal Terms, Length of Renewal Terms-year periods, 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. The District/Authority reserves the right to extend the Agreement for up to an additional three (3) months for its convenience.
- b) This Agreement may not extend more than seven (7) years from the Effective Date.

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) Travel expenses will be reimbursed as set forth in Exhibit B, which is attached herewith and made a part of this Agreement.
- c) 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.

4) LIMITATION ON COSTS:

The total cost of Work provided under this Agreement shall not exceed \$6,000,000.

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 perform the Work with the care and skill ordinarily exercised by members of the same profession currently practicing in the same locality on projects of similar size, scope and complexity at that time of the Work is performed ("Standard of Care"). The CONSULTANT shall be responsible subject to this section 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.

- 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 that fail to meet the Standard of Care.
 - 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) All of the CONSULTANT's employee(s) that will enter the Alfred Merritt Smith Water Treatment Facility (AMSWTF) must attend an AMSWTF safety orientation. This orientation will be provided by the AUTHORITY upon the first entrance of the employee to AMSWTF and involves training which includes site hazards, emergency response/action plan, and facility safety rules. The CONSULTANT shall be responsible for providing all other training required by OSHA to its employees and any subconsultant(s).
- g) 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) RESPONSIBILITIES OF DISTRICT:

- 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, Anita Marquez, or her 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, 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 knowingly contract with any client whose interest is directly adverse to that of the Las Vegas Valley Water District and/or the Southern Nevada Water Authority with respect to the specific subject matter of this Agreement.

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, subject to the limitation on liability.
- 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 AND LIMITATION OF LIABILITY:

- 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, 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.
- c) CONSULTANT's total liability under this Agreement shall not exceed the compensation received by CONSULTANT by DISTRICT for the services giving rise to the claim.

- d) Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the DISTRICT nor the CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the DISTRICT and the CONSULTANT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with other subcontractors, suppliers, and subconsultant involved in performing work under this Agreement.
- e) Notwithstanding the foregoing limitation of liability and waiver of consequential damages the limitation and waiver shall not apply to:
 - i) Any third-party claims against the DISTRICT for bodily injury or damage to tangible property;
 - ii) Reasonable costs or losses incurred by the DISTRICT to avoid other direct losses due to the CONSULTANT's breach;
 - iii) Property damage;
 - iv) Personal injury or death;
 - v) Reasonable fees and costs of any attorneys, experts, court/arbitration, internal staff, or other personnel costs that the DISTRICT expends in addressing the CONSULTANT's breach;
 - vi) Fines, levies, or other damages assessed against the DISTRICT by any governmental or regulatory agency related to the CONSULTANT's breach;
 - vii) Fraud;
 - viii) Intentional, wilful, or reckless misconduct or breach;
 - ix) Material breach of confidentiality or data privacy and security obligations; and
 - x) Reserved.

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 \$2,000,000 per occurrence, and \$4,000,000 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 \$5,000,000 for each occurrence and \$5,000,000 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 fifteen (15) 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) DATA PRIVACY AND SECURITY:

- a) 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.

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 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.

24) 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.

25) 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.

26) SEVERABILITY:

If any term of this Agreement is to any extent illegal, invalid, or unenforceable, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms of this Agreement shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this Paragraph should

materially and adversely affect the economic substance of the transactions contemplated in this Agreement, the Party adversely impacted shall be entitled to compensation for such adverse impact.

27) NON-DISCRIMINATORY EMPLOYEE PRACTICES:

- 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.

28) 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.

29) APPLICABLE LAW:

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

30) VENUE:

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

31) ATTORNEY'S FEES:

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

32) 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.

33) 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.

34) CAPTIONS:

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

35) COUNTERPARTS:

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

36) INTEGRATION:

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

37) NOTICES:

Any and all notices, demands or requests required or appropriate under this Agreement (including invoices) shall be given in writing and signed by a person with authorization to bind 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:	Hazen and Sawyer Attention: Ben Stanford, PhD 2470 Saint Rose Parkway, Suite 204 Henderson, Nevada 89074 bstanford@hazenandsawyer.com
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With copy to Legal (excluding invoices)	Hazen and Sawyer Attention: Chief Legal Officer 498 Seventh Avenue, 11th Floor New York, New York 10018
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To DISTRICT:	Attention: Anita Marquez 1001 South Valley View Boulevard Las Vegas, Nevada 89153 anita.marquez@lvvwd.com
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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
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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.

38) AMENDMENT:

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

39) AUDITS:

The performance of this Agreement by 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.

40) 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.

41) 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.

42) 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.

43) 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, none of the CONSULTANT's principals, and none of the CONSULTANT's employees 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.

44) ELECTRONIC SIGNATURES:

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

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

Hazen and Sawyer

Las Vegas Valley Water District

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

EXHIBIT A
SCOPE OF WORK

The Scope of Services for this Contract shall be set forth in each subsequently executed Task Order. The Scope of Services included in each Task Order may include any professional services that CONSULTANT is capable of providing in support of the DISTRICT's project, including, but not limited to asset inventory, asset mapping, assessments, project prioritization, preliminary design, detailed design, permitting, right-of-way services, survey, public outreach, utility coordination, bidding, engineering support during construction and construction management services. Scope of Services for each subsequently executed Task Order may include, but are not limited to the following:

- Project Administration, Controls, and Management.
- Meetings, Workshops, and Coordination.
- Schedule Updates and Progress Reporting.
- Project Reviews, Approvals and Permitting including: Local Government Agencies, Federal Regulatory agencies, Nevada Department of Transportation (NDOT), Clark County Regional Flood Control District (RFCD), Clark County Water Reclamation District, Clark County Building Department, and Clark County Development Services Permitting.
- Quality Control Plan Development, Management and Implementation.
- Quality Assurance and Quality Control.
- Site Reconnaissance, Condition Assessment, and Analysis/Field Visits During Planning, Design, and Construction Phases.
- Energy Audits and Load Analysis for HVAC and Pumping Systems.
- Technology Evaluations, vendor coordination, and cost estimating.
- Prioritization of Asset Replacement and Development of CIP Timing
- Preliminary and Final Design Engineering, including Existing Utilities, Survey Services, Aerial Mapping and Photogrammetry, Geotechnical Engineering, Sub-Surface Utility Engineering (SUE), Civil, Structural, Corrosion, Mechanical, Electrical and Instrumentation Design and Specifications.
- Environmental Permitting.
- Biological, Cultural, and Other Surveys to Support Environmental Compliance and Permitting.
- Public Outreach, Public Outreach Support, Stakeholder Engagement and Coordination.
- GIS Mapping and development of GIS Data Layers, GIS Hub, Dashboards, and Other Electronic Means of Providing Project Updates, Condition Assessment Data, Equipment Photos, and Dynamic Planning Tools.
- Electrical Capacity Evaluations.
- Air Flow Assessments.
- Hydraulic and Surge Analysis/Modeling.
- Right-of-Way Support Services.
- Hydrology and Hydraulics, Technical Drainage Study.
- Construction Cost Estimating/Independent Construction Cost Estimating and Scheduling.
- Bidding Support Services.
- Conformed Documents.
- Engineering Services During Construction, Including Reviews, Interpretations, Field Meetings/Visits, and Record Drawings.
- Construction Management and Inspection Services.
- Other Supplemental Services as Approved.

EXHIBIT B
RATES AND FEES

The DISTRICT agrees to pay the CONSULTANT either on a lump sum basis or on the basis of direct salary times a multiplier of 3.20, plus approved non-salary expenses. DISTRICT will determine which method will be used to pay CONSULTANT on a task-by-task basis for each Task Order.

1. Lump Sum: For tasks on Task Orders that DISTRICT determines will be paid on a lump sum basis, CONSULTANT will invoice monthly for the percent complete of the scope of services for each task.
2. Direct Salary Times Multiplier: For tasks on Task Orders that DISTRICT determines will be paid on the basis of direct salary times a multiplier of 3.20, plus approved non-salary expenses, CONSULTANT will invoice monthly for actual hours spent, times the direct hourly rate, times the multiplier of 3.20. Actual cost of expenses will be charged at actual cost. Actual cost of subconsultant services will be charged at actual cost plus 5% administrative charge. Mileage will be billed at the Federal rate.
3. Travel will be invoiced in accordance with the Exhibit C Travel Policy.

The following range of direct hourly rates are valid for the duration of the Project.

Position	Direct Salary Hourly Rate
Vice President	\$95 - \$140
Associate Vice President	\$85 - \$140
Senior Associate	\$57 - \$140
Associate	\$48 - \$140
Senior Principal Engineer	\$51 - \$130
Construction Manager	\$50 - \$118
Senior Field Coordinator	\$33 - \$114
Senior Construction Manager	\$65 - \$108
Senior Principal Scientist	\$47 - \$106
Principal Digital Solutions Developer	\$79 - \$100
Principal Engineer	\$44 - \$92
Senior Principal Digital Solutions Developer	\$72 - \$90
Cost Estimator	\$58 - \$89
Senior Principal Architect	\$48 - \$88
Principal Scientist	\$46 - \$87
Senior Principal CAD/BIM Designer	\$40 - \$87
Senior Principal Business Analyst	\$55 - \$83
Assistant Engineer I & II	\$34 - \$83

Senior Principal GIS Analyst	\$65 - \$82
Engineer	\$44 - \$77
Principal Graphic Designer/Creative Director	\$61 - \$77
Principal CAD/BIM Designer	\$38 - \$76
Principal Business Analyst	\$60 - \$76
Senior Business Analyst	\$44 - \$73
Principal GIS Analyst	\$35 - \$72
Administrators	\$24 - \$70
Scientist	\$33 - \$65
Senior CAD/BIM Designer	\$32 - \$65
Field Coordinator	\$27 - \$65
Senior Graphic Designer	\$48 - \$61
Senior GIS Analyst	\$39 - \$59
Senior Digital Solutions Developer	\$38 - \$58
Assistant Scientist	\$28 - \$57
GIS Analyst	\$34 - \$57
CAD/BIM Designer	\$26 - \$56
Business Analyst	\$36 - \$52
Graphic Designer	\$34 - \$51
Digital Solutions Developer	\$39 - \$51
Assistant Cost Estimator	\$39 - \$49
Senior Technician	\$34 - \$44
Technician	\$22 - \$38
Field Inspector	\$24 - \$30

EXHIBIT C
TRAVEL EXPENSE REIMBURSEMENT POLICY

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

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

1. **AIR TRAVEL:**

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

2. **LODGING:**

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

3. **GROUND TRANSPORTATION:**

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

4. **MEALS AND INCIDENTALS:**

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

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

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

5. **TIPS:**

Tips of any nature are not reimbursable.

EXHIBIT D

Disclosure of Relationship/Ownership/Involvement and Remedy

Disclosure of Relationship:

An individual(s) holding more than five percent ownership or financial interest in the CONSULTANT, one or more of the CONSULTANT's principals, or one or more of the CONSULTANT's employees 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).

Name of Business Owner/Principal/Employee	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
Charlie Kajkowski	Michael Kajkowski, Electrical Engineer	Father	Engineering
Charlie Kajkowski	David Wadsworth	Father-in-Law	Infrastructure Management
Addison Ross	Doa Ross, DGM of Engineering/Operations	Daughter	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
None			

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.

Charlie Kajkowski is working for Hazen on a part-time basis working only on non-LVVWD and non-SNWA projects. Addison Ross is a summer intern with Hazen, working on private sector client work, not SNWA or LVVWD related projects. Neither District employee Michael Kajkowski nor David Wadsworth have any involvement in the contracting process or the approval of payment related to the contract.

MICHAEL KAJKOWSKI

Michael J. Kajkowski

Michael J. Kajkowski (Jun 29, 2026 07:30:51 PDT)

Electrical Engineer - P.E.

Date: 06/29/2026

CONSULTANT

Ben Stanford

Ben Stanford (Jun 23, 2026 18:52:21 MDT)

Print Name: Ben Stanford

Print Title:

Date: 06/23/2026

NICHOLAS POPKOWSKI

Nicholas S Popkowski

Nicholas S Popkowski (Jun 29, 2026 07:34:37 PDT)

Direct supervisor of Michael Kajkowski

Date: 06/29/2026

DAVID WADSWORTH

David P Wadsworth

David P Wadsworth (Jun 23, 2026 15:31:21 PDT)

Geospatial Analyst

Date: 06/23/2026

JAKE MATTHYS

Matthew S. Brems

Matthew S. Brems (Jun 23, 2026 15:49:57 PDT)

Direct supervisor of David Wadsworth

Date: 06/23/2026

DOA J. ROSS

Doa J. Ross

Doa J. Ross (Jun 23, 2026 16:14:07 PDT)

Deputy General Manager of Engineering and Operations

Date: 06/23/2026

SOUTHERN NEVADA WATER AUTHORITY

John J. Entsminger

John J. Entsminger (Jun 23, 2026 16:27:34 PDT)

General Manager and direct supervisor of Doa J. Ross

Date: 06/23/2026

John J. Entsminger

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

July 7, 2026

Subject:

Agreement

Petitioner:

Doa J. Ross, Deputy General Manager, Engineering and Operations

Recommendations:

That the Board of Directors approve and authorize the General Manager to sign, in substantially the same form as attached hereto, an agreement among Pioneer Americas LLC, a Delaware limited liability company, d/b/a Olin Chlor Alkali Products and Vinyls, the Southern Nevada Water Authority, and the District outlining the framework for permanent water service to Olin Corporation within the Black Mountain Industrial Complex and addressing the assignment of a portion of Olin Chlor Alkali Products and Vinyls' Colorado River water rights to the Southern Nevada Water Authority.

Fiscal Impact:

None by approval of the above recommendation.

Background:

Pioneer Americas LLC d/b/a Olin Chlor Alkali Products and Vinyls (Olin) operates an industrial bleach production and chlor-alkali chemicals distribution facility within the Black Mountain Industrial Complex (BMI Complex), an island of unincorporated Clark County surrounded by the City of Henderson (City) within the District's service territory. Beginning in the 1950s, Colorado River water was delivered to the BMI Complex industries, most recently through a 1969 contract with the Bureau of Reclamation, the Colorado River Commission of Nevada, Basic Water Company (Basic), and the producing companies at the BMI Complex (1969 Water Rights Agreement). On or about July 1, 2022, declining Lake Mead levels rendered Basic's intake inoperable, and Basic terminated raw water deliveries to the BMI Complex.

On June 23, 2022, the City and the District entered into an interlocal agreement authorizing the City to temporarily supply potable water to Basic for redelivery to the BMI Complex industries while a long-term solution was developed. In September 2022, Basic and its affiliate filed for Chapter 11 bankruptcy protection. On October 20, 2023, the bankruptcy court approved a plan liquidating Basic's assets, including the Basic water infrastructure, creating an immediate need for a long-term solution for Olin to receive permanent potable water service.

If approved, the attached Agreement Relating to Colorado River Contract Rights Owned by Olin Chlor Alkali Products and Vinyls (Agreement) includes the terms and conditions to establish the framework for permanent water service to Olin. Under the Agreement, the District will also enter into a permanent interlocal agreement with the City authorizing the City to provide potable water service to Olin within the District's service territory for use in Olin's Service Area (Permanent ILA).

In addition, Olin will assign to the Southern Nevada Water Authority (Authority) 400 acre-feet of its 1969 Water Rights, covering Olin's expected operations and reasonable expansion within Olin-owned parcels in the BMI Complex (Olin Service Area), plus an additional 10 acre-feet held by the Authority for the benefit of any third-party purchaser of portions of the Olin Service Area. The Authority will grant Olin an irrevocable license to divert and use the assigned water rights within the Olin Service Area, subject to metering, accounting, and notice requirements. The Agreement also includes provisions for the Authority to refund a portion of Olin's previously paid Regional Connection Charge following a three-year audit of the actual annual usage. This Agreement will be taken to the Authority's Board of Directors on July 16, 2026.

Olin shall also have the right to transfer up to 250 acre-feet of retained water rights to Nightpeak Energy, Saguaro Power, or Thornbloom Power LLC (collectively, "Nightpeak"), within 6 months following the effective date of the Agreement and only for the purpose of allowing Nightpeak to continue its ongoing power generation and production. Any portion of the 250 acre-feet not transferred to Nightpeak within such period shall thereafter be subject to the terms of this Agreement, including specified water ownership restrictions covered in the Agreement.

The Agreement will become effective only upon (1) approval by both the Authority's and the District's Boards, (2) execution by all parties, (3) documentation of Authority ownership of the assigned water rights by the Bureau of Reclamation, and (4) Board approval and execution of the Permanent ILA between the District and the City, which will be brought before the Board of Directors at a later date.

This Agreement is being entered into pursuant to Sections 1(6), (13), and (14), 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:GJW:BG:td

Attachments: Disclosure, Agreement



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

LVVWD/SNWA/SSEA DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Information

Business Entity Type: Publicly Traded Corporation
Business Designation Group:
Number of Clark County Residents Employed: 19
Corporate/Business Entity Name: Pioneer Americas LLC
Doing Business As: d.b.a Olin Chlor Alkali Products and Vinyls
Street Address: 190 Carondelet Plaza, Suite 1530
City, State, and Zip Code: Clayton, MO 63105
Website: www.olin.com
Contact Name: Gilbert Doucet
Contact Email: gjdoucet@olin.com
Telephone No: (702) 250-8792
Fax No: olin corporation x7025640356

Nevada Local Business Information (if applicable)

Local Street Address: 350 4th Street
89015
Local Website: Olin Corporation
Local Contact Name: Gilbert Doucet
Local Contact Email: gjdoucet@olin.com
Telephone No: (702) 250-8792
Fax No: olin corporation x7025640356

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?

10

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
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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: Gilbet Doucet
Signer Title: Operations Director
Signer Email: gjdoucet@olin.com
Signed Date: 6/24/2026
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 process for this item?
- Is the LVVWD/SNWA/SSEA representative listed above involved in any way with the business in performance of the contract?

Additional Comments or Notes:

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

Gunson, Brent

Signature

Gunson, Brent

Senior Attorney
Print Name/Title

6/24/2026

Date

To Whom It Concern,
Below is the list of executives and directors for Pioneer Americas LLC.

Pioneer Americas LLC

Director – Ken Lane

Director – Angela Castle

Director – Todd Slater

Chief Executive Officer – Ken Lane

President – Deon Carter

VP & Treasurer – Teresa Vermillion

Vice President – Jerry Lebold

Vice President – Marc Ehrhardt

Secretary – Inchan Hwang

Assistant Secretary – Matt Martin

Assistant Secretary – Angela Castle

Assistant Treasurer – Ryan Eves

Please contact Gil Doucet (702-250-8792, gjdoucet@olin.com)

AGREEMENT RELATING TO COLORADO RIVER CONTRACT RIGHTS OWNED BY OLIN CHLOR ALKALI PRODUCTS AND VINYLs

This Agreement Relating to Colorado River Contract Rights Owned by Olin Chlor Alkali Products and Vinyls ("Agreement"), is made and entered into as of the Effective Date (as such term is defined below) by Pioneer Americas LLC, a Delaware limited liability company, d/b/a Olin Chlor Alkali Products and Vinyls (successor-in-interest to Stauffer Chemical Company) ("OLIN"), the Las Vegas Valley Water District, a political subdivision of the State of Nevada ("LVVWD"), and the Southern Nevada Water Authority, a political subdivision of the State of Nevada ("SNWA"), and together with OLIN and LVVWD, the "Parties").

RECITALS

- A. LVVWD is statutorily authorized to distribute potable water within a service area that includes the City of Las Vegas, Nevada and portions of unincorporated Clark County, Nevada.
- B. SNWA is engaged in the acquisition, treatment, and wholesale distribution of water to water utilities in Clark County, Nevada, including, without limitation, LVVWD and the City of Henderson, Nevada ("City").
- C. OLIN and/or its affiliate operates an industrial bleach production and chlor-alkali chemicals distribution facility within the Black Mountain Industrial Complex ("BMI Complex").
- D. City, a municipal corporation in Clark County, operates a public water system serving properties within its incorporated city boundaries as well as certain properties in unincorporated Clark County.
- E. The BMI Complex is an island of unincorporated Clark County, Nevada, completely enclosed within the contiguous boundary of City. As of the Effective Date, the industrial entities located within the BMI Complex (the "Producing Companies") are (1) OLIN, (2) EMD Acquisition LLC, a Nevada limited liability company, d/b/a Borman Specialty Materials (successor-in-interest to American Potash & Chemical Corporation), (3) Lhoist North America of Arizona Inc., an Arizona corporation, (successor-in-interest to The Flintkote Company), and (4) Titanium Metals Corporation, a Delaware corporation, (successor-in-interest to Titanium Metals Corporation of America) ("TIMET").
- F. Since the 1950s and until approximately July 1, 2022, Basic Water Company ("BWC") along with Basic Water Company SPE 1, LLC ("SPE") and their predecessors (collectively "Basic"), were engaged in the delivery of Colorado River water under the United States Department of Interior and Bureau of Reclamation Contract No. 14-06-300-2083, dated September 18, 1969, as amended ("1969 Water Rights Agreement"). BWC, the Producing Companies (or their predecessors in interest), the Colorado River Commission of Nevada ("CRC"), and the United States Bureau of Reclamation ("BOR") are all signatories to the 1969 Water Rights Agreement.

- G. The 1969 Water Rights Agreement authorized Basic to divert Colorado River water through Basic's intake facility at Saddle Island on Lake Mead, which was then conveyed through approximately 16.6 miles of pipelines and associated water infrastructure ("Basic Water Infrastructure") and redelivered to the Producing Companies, including OLIN.
- H. In June 2022, in response to decreasing water levels at Lake Mead and Basic's failure to modify the Basic Water Infrastructure prior to that time to enable its continued operation, LVVWD and City executed an Interlocal Agreement (LVVWD Agreement No. 010231.0, dated June 23, 2022, "2022 ILA") authorizing City to temporarily supply potable water to Basic, with Basic then distributing this water to the BMI Complex service area for the Producing Companies, while Basic, the Producing Companies, SNWA, LVVWD, and City evaluated long-term solutions.
- I. Concurrent with the signing of the 2022 ILA, City and Basic executed the 2022 Water Service Contract (City contract number #26526, dated June 13, 2022, and subsequently amended on December 5, 2022) ("Water Service Agreement"). The Water Service Agreement authorized Basic to receive temporary potable water service from City. Basic would then redeliver the water to the Producing Companies, Nevada Environmental Response Trust ("NERT"), and Saguaro Power Company, A Limited Partnership whose assets were thereafter acquired by Nightpeak Energy and branded Saguaro Power ("Saguaro"), for use in the BMI Complex service area. Water supplied under the Water Service Agreement is used for the Producing Companies' industrial needs, Saguaro's industrial operations, NERT's remediation activities, and to meet fire protection and sprinkler system needs.
- J. On or about July 1, 2022, the surface elevation of Lake Mead fell below the operational level of Basic's intake. The Basic Water Infrastructure failed, and Basic terminated delivery of raw water to the Producing Companies. Subsequently, after the Producing Companies paid SNWA's standard connection fees, City began providing temporary potable water service to Basic under the 2022 Water Service Agreement for redelivery to the Producing Companies.
- K. On September 10, 2022, BWC and SPE, citing lost revenue from raw water sales impacting their ability to meet debt obligations, each filed for Chapter 11 bankruptcy protection in the United States Bankruptcy Court for the District of Nevada (Case Nos. BK-22-13252-MKN and BK-22-13253-MKN, respectively). These cases were later administratively consolidated by the court. Both companies sought to sell their assets, including the Basic Water Infrastructure, through their Chapter 11 plan.
- L. Basic's confirmed Chapter 11 plan calls for Basic to sell all its assets, including but not limited to the Basic Water Infrastructure, real property, right-of-way grants, easements, and assignment of certain state of Nevada and federal contracts (including the 1969 Water Rights Agreement), to Precision Castparts Corp. ("Precision"), the parent company of TIMET, or Precision's assignee, Henderson Water Company, LLC ("HWC"). The bankruptcy court entered an order approving that plan on October 20, 2023, and the sale to Precision occurred in November 2023.

- M. Subject to the terms of this Agreement and in accordance with the terms of a Permanent ILA (as defined in Section 1, below), LVVWD is willing to authorize City to provide water to OLIN, either directly or through HWC's Water Delivery System, to be used within the OLIN Service Area (as defined in Section 1, below).

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

AGREEMENT

1 DEFINITIONS

The following initially capitalized terms are in addition to the terms defined elsewhere in this Agreement and shall have the meanings specified below unless the context otherwise requires:

1.1 "1969 Water Rights" means Colorado River water contract rights granted to the Producing Companies by BOR pursuant to Section 5 of the Boulder Canyon Project Act through the 1969 Water Rights Agreement.

1.2 "Assigned Water Rights" means Assigned Water Rights Type 1 and Assigned Water Rights Type 2.

1.3 "Assigned Water Rights Type 1" means 400 acre-feet of OLIN's 1969 Water Rights that OLIN will convey to SNWA pursuant to this Agreement, which is the amount of OLIN's expected annual water use within the OLIN Service Area plus an amount of annual water use OLIN reasonably believes sufficient for potential expansion of its existing or future operations within the OLIN Service Area, including those of OLIN's subsidiaries, joint ventures, partnerships or tenants within the OLIN Service Area.

1.4 "Assigned Water Rights Type 2" means 10 acre-feet of OLIN's 1969 Water Rights that OLIN will convey to SNWA to hold for the benefit of OLIN pursuant to this Agreement, which is the amount of annual water use that OLIN reasonably believes sufficient for any real property that is located within the OLIN Service Area and that, after the Effective Date, the fee title to which is conveyed by OLIN to a third party.

1.5 "Effective Date" shall have the meaning ascribed to such term in Section 6.1, below.

1.6 "NRS" means Nevada Revised Statutes, as amended.

1.7 "Permanent ILA" means an interlocal agreement between LVVWD and City authorizing City to deliver water to OLIN within the OLIN Service Area for industrial and domestic purposes within LVVWD's service territory.

1.8 “Retained Water Rights” means (1) the balance of OLIN’s 1969 Water Rights retained by OLIN after assignment of the Assigned Water Rights to SNWA, and (2) any Assigned Water Rights that are reconveyed from SNWA back to OLIN as provided herein.

1.9 “SNWA Boundary” shall include the contiguous boundary of Clark County, Nevada and any other county in Nevada in which SNWA owns water rights.

1.10 “OLIN Service Area” means the parcel(s) within the BMI Complex owned by OLIN as set forth in Exhibit A.

1.11 “Transfer” or “Transferred” means OLIN’s disposition of any portion of the Retained Water Rights by any means including, without limitation, sale, lease, license, gift, foreclosure, or pledge, to any person, and also means any use of Retained Water Rights by OLIN or OLIN’s subsidiaries, joint ventures, affiliates, partnerships or tenants.

2 OBLIGATIONS OF OLIN

2.1 Assignment. Prior to the effective date of a Permanent ILA, and as a condition precedent therefore, OLIN shall assign the Assigned Water Rights to SNWA through an instrument the substance and form of which is acceptable to SNWA, CRC, and BOR, SNWA shall accept such assignment, and CRC and BOR shall approve and document the assignment.

2.2 Cooperation on Access Rights. OLIN shall cooperate in good faith with SNWA and other necessary government agencies to provide such agencies with access rights as reasonably necessary for the continuing provision of water services and deliveries.

2.3 Restrictions on the Use and Transfer of Retained Water Rights. Any Transfer shall be performed in compliance with then-existing laws, regulations, orders, determinations or the like applicable to OLIN's 1969 Water Rights. And use of any water rights Transferred within the SNWA Boundary or the service territories of its member agencies, is subject to all generally applicable SNWA or member-agency conservation-based Colorado River use restrictions (such as, for example, restrictions on use of Colorado River water for evaporative cooling, turfgrass, decorative fountains, and large swimming pools) existing as of the time of the Transfer and applicable within the place of use upon Transfer. To memorialize and give effect to the restrictions set forth herein, and as a condition precedent to the Permanent ILA and obtaining permanent water service from City, (i) OLIN agrees to bind any transferee of the Retained Water Rights to the restrictions contained herein, and (ii) the Parties shall file a memorandum or copy of this Agreement containing the foregoing restrictions with the CRC and the BOR to be maintained in files pertinent to the Retained Water Rights such that any transferee or user, or prospective transferee or user, of all or any portion of the Retained Water Rights will have constructive notice of the foregoing restrictions. Notwithstanding anything to the contrary herein, the Parties agree that any such restrictions will not apply to the use by OLIN or OLIN’s subsidiaries, joint venturers, affiliates, partnerships, or tenants of any Assigned Water Rights within the OLIN Service Area, including any Assigned Water Rights that revert to OLIN pursuant to Section 3.3, nor to Retained Water Rights used to increase the capacity of existing or historical operations within the OLIN Service Area. Provided OLIN complies with the restrictions on the Transfer described herein, SNWA and LVVWD shall not object to any such Transfer.

2.4 Authorized Transfer to Nightpeak Only. Notwithstanding anything to the contrary in this Agreement, including without limitation Section 2.3 (Restrictions on the Use and Transfer of Retained Water Rights):

- (a) OLIN shall have the one-time right to Transfer up to two hundred fifty (250) acre-feet of Retained Water Rights (the “Nightpeak Water Rights”) solely and exclusively to Nightpeak Energy, Saguaro Power, or Thornbloom Power LLC, but only if the entity acquiring the Nightpeak Water Rights, or an entity directly or indirectly controlling, controlled by, or under common control with such acquiring entity, owns or holds a valid written leasehold interest in the real property currently occupied by Saguaro Power in the BMI Complex for Saguaro Power’s existing or successor power-generation or related industrial operations. Nightpeak Energy, Saguaro Power, or Thornbloom Power LLC, as applicable, is referred to herein as “Nightpeak”.
- (b) The Transfer of the Nightpeak Water Rights shall not be subject to the conservation-based Colorado River use restrictions set forth in Section 2.3, and OLIN shall not be required to (i) impose such restrictions on Nightpeak, or (ii) provide notice or recordation intended to bind Nightpeak to such restrictions; provided that the Transfer of the Nightpeak Water Rights is consummated within six (6) months following the Effective Date of this Agreement. Any portion of the 250 acre-feet not Transferred to Nightpeak within such period shall thereafter be subject to the terms of this Agreement, including Section 2.3.
- (c) For the avoidance of doubt, the authorization and exemption set forth in this Section 2.4 apply only to a Transfer of the Nightpeak Water Rights to Nightpeak that is consummated within the six (6)-month period described in Section 2.4(b). OLIN shall have no right under this Section 2.4 to Transfer the Nightpeak Water Rights, or any portion thereof, to any person or entity other than Nightpeak. Any portion of the 250 acre-feet not Transferred to Nightpeak within such six (6)-month period shall thereafter be subject to the terms of this Agreement, including Section 2.3.
- (d) As conditions to any Transfer of the Nightpeak Water Rights, OLIN shall provide SNWA and LVVWD, not less than thirty (30) days before the proposed Transfer, written notice identifying the proposed transferee and documentation reasonably demonstrating that the transferee, or an entity directly or indirectly controlling, controlled by, or under common control with such transferee, owns or holds a valid written leasehold interest in the real property currently occupied by Saguaro Power in the BMI Complex for Saguaro Power’s existing or successor power-generation. Any Transfer that does not satisfy the requirements of Section 2.4(a) shall not qualify for the exception set forth in this Section 2.4.
- (e) The Parties acknowledge and agree that the exception set forth in this Section 2.4 is limited to the one-time Transfer of the Nightpeak Water Rights for use in connection with power-generation or related industrial operations at the real property or leasehold premises currently occupied by Saguaro Power in the BMI Complex. LVVWD and SNWA shall have no obligation to approve, support, or facilitate any future water service, transfer, assignment, successor use, change in place of use, or change in purpose of use associated

with the Nightpeak Water Rights unless the Nightpeak Water Rights continue to be used for power-generation at such real property or leasehold premises.

3 OBLIGATIONS OF SNWA AND LVVWD

3.1 Permanent ILA and Nature of Relationship between Parties. In exchange for OLIN's performance of obligations under this Agreement, SNWA and LVVWD shall make water available to OLIN by SNWA providing wholesale water service to City in accordance with this agreement, and further, LVVWD shall enter into the Permanent ILA with City for City's retail redelivery to OLIN. The Permanent ILA will provide that City has authority to serve OLIN and OLIN's subsidiaries, joint ventures, partnerships, tenants, transferees or assignees within the OLIN Service Area water as a customer(s) of City in an area of unincorporated Clark County, Nevada, that would otherwise be served by LVVWD. LVVWD agrees that if City ever ceases to provide retail water service to OLIN for any reason, LVVWD will cooperate with OLIN and work to provide such retail water service within the OLIN Service Area directly to OLIN and OLIN's subsidiaries, joint, ventures, partnerships, tenants, transferees and assignees. Subject to the foregoing, OLIN acknowledges and agrees that (a) neither SNWA nor LVVWD will have any contractual or utility/customer relationship with OLIN for delivery of water to OLIN or OLIN's subsidiaries, joint ventures, partnerships, tenants, transferees or assignees within the OLIN Service Area, (b) SNWA shall under no circumstances be responsible for delivering water to OLIN or OLIN's subsidiaries, joint ventures, partnerships, tenants, transferees or assignees within the OLIN Service Area, and (c) neither SNWA nor LVVWD shall be liable to OLIN for any damages or losses incurred by OLIN or others occasioned by any failure of City to provide water to OLIN in a quantity or of a quality necessary for OLIN's operations or those of OLIN's subsidiaries, joint ventures, partnerships, tenants, transferees or assignees within the OLIN Service Area.

3.2 License for OLIN and/or HWC Diversion and Use of Assigned Water Rights. SNWA hereby grants an irrevocable license to OLIN and HWC, as applicable, to divert from Lake Mead any portion of the Assigned Water Rights as may be authorized by BOR and to convey and use of any portion of the Assigned Water Rights for OLIN's own operations in the OLIN Service Area or those of OLIN's subsidiaries, joint ventures, partnerships or tenants within the OLIN Service Area; provided, however, that as conditions precedent for the exercise of any license rights hereunder, (i) OLIN, HWC and BOR must be able to accurately account for OLIN's and HWC's diversions and return flows, if any, through reliable metering or gauging devices, and OLIN and HWC, as applicable, must provide monthly reports of the foregoing to LVVWD and the City, (ii) OLIN shall provide not less than thirty (30) days written notice to SNWA, LVVWD, and City before undertaking any such diversions; (iii) OLIN and HWC shall comply with all federal, state and local laws and regulations regarding the diversion, use and conveyance of the Assigned Water Rights, including water quality, treatment, and cross-connection of City's municipal supply and that provided by OLIN or HWC; (iv) the amount of Assigned Water Rights to be delivered by the City or LVVWD in connection with retail water service will automatically be reduced by the amount of the diversion; and (v) OLIN shall indemnify, defend (with counsel reasonably acceptable to LVVWD, SNWA and City), and hold harmless LVVWD, SNWA and City, and their respective agents, employees, representatives, contractors, officers, and board members (collectively and individually, the "Indemnitees") from and against any and all loss, damage, cause of action, claim, liability, cost, and expense (including without limitation reasonable attorneys'

fees, expert witness fees and costs of litigation or arbitration) suffered or incurred by or asserted against Indemnitees arising from or relating to OLIN's exercise of license rights hereunder.

3.3 OLIN's Reversionary Interest. Should SNWA fail to provide wholesale water service to City despite the State of Nevada having access to not less than 270,000 acre feet of its basic apportionment of Colorado River water in a given year, and should SNWA's failure to provide wholesale water service to City result in City being unable to deliver some portion of the Assigned Water Rights to OLIN or to OLIN's subsidiaries, joint ventures, partnerships, or tenants, transferees or assignees, then upon OLIN's written notice of default, and provided SNWA does not restore such service within thirty (30) days of OLIN's written notice of default, OLIN may require that SNWA reconvey to OLIN, through an instrument the substance and form of which is acceptable to OLIN, CRC, and BOR, the portion of the Assigned Water Rights impacted by the failure of wholesale water service to City for retail delivery to OLIN, or to OLIN's subsidiaries, joint ventures, partnerships, or tenants, transferees or assignees. The amount of Assigned Water Rights to be delivered by the City or LVVWD in connection with retail water service will automatically be reduced accordingly.

4 MUTUAL OBLIGATIONS OF THE PARTIES

4.1 Sale of OLIN Service Area; Notice of Assigned Water Rights Type 2, and Additional Assigned Water Rights Type 2. In the event OLIN conveys its fee ownership interest in all or any portion of the OLIN Service Area to a third party that will require water service from the City, OLIN shall provide notice to City and LVVWD of the volume of water that may be used such third party, which volume shall then be committed from the Assigned Water Rights Type 2 held by SNWA for the benefit of OLIN. LVVWD shall enter into a permanent ILA authorizing City to serve any third parties receiving a commitment of Assigned Water Rights Type 2 as provided in this Agreement. In the event there are insufficient uncommitted Assigned Water Rights Type 2 to satisfy a given third-party's use, OLIN agrees to convey to SNWA, and SNWA shall accept, Retained Water Rights in an amount sufficient to satisfy such third-party's use. The form and substance of such conveyance(s) shall be in a form agreed upon by the Parties and approved by CRC and BOR. The Parties acknowledge and agree that OLIN shall have the right to negotiate and receive for itself the value of any commitment of Assigned Water Rights Type 2 with third parties and contract for their use of the same.

4.2 Sale of Retained Water Rights. If OLIN considers a sale of any portion of the Retained Water Rights, OLIN agrees to promptly notify and consult with SNWA regarding such sale.

4.3 Regional Connection Fee Refund; Future Regional Connection Fees. The Parties acknowledge and agree that OLIN has undertaken certain measures to reduce its demand for water both prior to and after OLIN paid SNWA's Regional Connection Charge ("RCC") that was assessed under the Water Service Agreement and necessary for OLIN (through the Basic Water Infrastructure) to connect temporarily to City's water system. The Parties further agree that OLIN will be refunded that portion of the RCC attributable to the volume of water OLIN will ultimately not be using as a result of its permanently reduced demand for its operations at the OLIN Service Area, as those operations exist as of the Effective Date, and that OLIN will not be required to pay

an additional RCC to convert the temporary water service to permanent water service. To calculate the RCC for an existing unmetered user within a master metered system, it is first necessary to calculate the meter size or sizes required to serve such user. At the time of the RCC calculation for Basic Water, it was clear that certain Producing Companies, including OLIN, were implementing changes that would reduce their water demand significantly and would effectively result in smaller or fewer required meters. Due to the urgency of the Producing Companies' water needs, the RCC was calculated based on historical data and it was agreed that a true-up calculation would be performed based upon post-improvement water demand when there was sufficient water use data. SNWA has now performed the true-up calculation, which reflects that OLIN has substantially reduced its water demands and will refund to OLIN the portion of the deposited RCC represented by the reduction in use within thirty (30) days of the Effective Date. Notwithstanding the foregoing, OLIN acknowledges that OLIN and/or OLIN's subsidiaries, joint ventures, partnerships, tenants, transferees or assignees within the OLIN Service Area, as applicable, will be required to pay any SNWA, City, and LVVWD connection fees and other charges, as applicable, in connection with any new service(s) or increased water use(s) above those for which RCC's within the OLIN Service Area have already been paid.

4.4 WET Program Award. If expenses are not funded through any other third-party funding program, OLIN may submit information in support of a potential award from SNWA's WET program for expenses related to reducing water use. SNWA will evaluate such requests in accordance with applicable program rules.

4.5 Agreement to Work Expeditiously to Acquire Required Consents and Agreements from Third Parties. The Parties acknowledge and agree that, to fulfill the terms of this Agreement and to memorialize the obligations herein, including, without limitation, the obligations found in Sections 2.1 and 2.3, the Parties, as appropriate, shall execute any associated assignments. The Parties further acknowledge that executing any associated assignments will require the consent and cooperation of multiple third parties, including, without limitation, CRC and BOR. The Parties may also be required to execute additional agreements or obtain other approvals from third parties. The Parties covenant to work expeditiously and in good faith to obtain agreements and consents with appropriate third parties.

4.6 Notice of Expansion of Operations. OLIN shall provide SNWA, LVVWD and City written notice not less than 90 days prior to undertaking any expansion of operations or new uses in the OLIN Service Area that will foreseeably lead to an increase in OLIN's water use (or that of OLIN's subsidiaries, joint ventures, partnerships or tenants operating within the OLIN Service Area) to the extent such expansion of operations or new uses exceed those for which an RCC has been paid. In addition to payment of SNWA, City, and LVVWD connection fees and other charges, as applicable, relating to such new or expanded service(s) or water use(s) by OLIN and/or OLIN's subsidiaries, joint ventures, partnerships or tenants within the OLIN Service Area), OLIN shall, to the extent the Assigned Water Right Type I or II are insufficient to cover the new or expended uses, assign to SNWA Retained Water Rights in an amount sufficient to satisfy the new or expended uses.

4.7 Costs and Damages Generally. The Parties agree that neither LVVWD nor SNWA shall have any obligation whatsoever to pay for OLIN to (a) construct improvements that enable

OLIN to connect to the water facilities of City or HWC, or (b) operate, maintain, add to, survey, construct, reconstruct, modify, maintain, remove, repair and/or replace its own water delivery system, the water delivery system of HWC, or the water delivery system of City, to obtain or retain access to water service. If City determines that it will not provide water service to OLIN, or if City decides to cease such service after water service has commenced, neither LVVWD nor SNWA shall be responsible or liable for any costs or damages associated with OLIN's ability or that of OLIN's subsidiaries, joint ventures, partnerships, tenants, transferees or assignees within the OLIN Service Area to obtain continued access to water service.

4.8 Agreement with City. Contemporaneously with the execution of this Agreement, OLIN agrees to enter into an agreement with City related to City's provision of water to OLIN, either directly or through HWC's Water Delivery System, for use within the OLIN Service Area.

5 INDEMNITY

5.1 OLIN Indemnity. OLIN shall indemnify, defend (with counsel reasonably acceptable to LVVWD and SNWA), and hold harmless LVVWD and SNWA and their agents, employees, representatives, contractors, officers, and board members (collectively and individually, the "Indemnitees") from and against any and all loss, damage, cause of action, claim, liability, cost, and expense (including without limitation reasonable attorneys' fees, expert witness fees and costs of litigation or arbitration) suffered or incurred by or asserted against Indemnitees arising from or relating to actions or inaction of City in providing City's water service to OLIN, a OLIN subsidiary, joint venture, partnership or tenant, or the use or distribution of such water by OLIN or a OLIN subsidiary, joint venture, partnership or tenant ("OLIN's Indemnity"). OLIN's Indemnity shall survive the expiration or earlier termination of this Agreement.

6 MISCELLANEOUS

6.1 Agreement Effectiveness, Term, and Termination. This Agreement shall become effective, and shall remain in effect until terminated by written agreement of the Parties, on the date the last of the following occurs (the "Effective Date"): (a) Board approval of this Agreement by both SNWA and LVVWD; (b) execution of this Agreement by the undersigned; and (c) Board approval and execution of the Permanent ILA by both LVVWD and City. Satisfaction of the foregoing conditions precedent (a) through (c), above, is required on or before December 31, 2026, to give effect to this Agreement, and the Parties shall have no rights or obligations whatsoever under this Agreement in the event the conditions precedent are not fully satisfied on or prior to December 31, 2026. Any Party may either send a notice to the other Parties that confirms the Effective Date or provide written confirmation that the conditions precedent were not satisfied (timely or otherwise) and therefore the Agreement never took effect and therefore the Parties have no rights or obligations whatsoever under this Agreement.

6.2 No Third-Party Beneficiaries. Except as expressly set forth herein (such as where City is indemnified), this Agreement is intended only to benefit the Parties and their successors-in-interest, shall not be deemed to be for the benefit of any other entity or person other than a Party or that Party's successor-in-interest and does not create any rights, benefits or causes of action for any other person, entity, governmental agency, or member of the general public, including, without limitation, one of the other Producing Companies, City, CRC or BOR.

6.3 Independent Contractors. No Party is, nor will any Party be deemed to be, for any purpose, the agent, representative, contractor, subcontractor, or employee of the other by reason of this Agreement. Furthermore, the Parties do not intend to, and nothing contained in this Agreement shall, create any partnership, joint venture, agency, or other similar arrangement between the Parties.

6.4 Assignment. OLIN shall not assign, transfer, convey or otherwise dispose of this Agreement or its right, title, or interest in or to the same, or any part thereof, without prior written consent of LVVWD and SNWA, which either LVVWD or SNWA may withhold in its sole discretion, provided such consent is not unreasonably withheld, conditioned, or delayed. Any attempted assignment in violation hereof shall be void and not merely voidable. No assignment is effective until after the assignee agrees in writing to assume all obligations and liabilities of the assignor under this Agreement and the other Parties consent in writing to such assignment. The terms, provisions, covenants, and conditions of this Agreement shall apply to, bind, and inure to the benefit of the Parties hereto, their successors and any permitted assigns.

6.5 Governing Law; Venue. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the substantive and procedural laws of the State of Nevada, without giving effect to its choice or conflicts of law provisions. All actions shall be initiated in a state or federal court located in Clark County, Nevada. Each Party agrees that it shall not initiate an action against any other Party in any other jurisdiction in connection with this Agreement. Each Party irrevocably agrees to submit and consents to the exclusive jurisdiction of the courts located in Clark County, Nevada over any dispute or matter arising under or in connection with this Agreement. The terms of this Section 6.5 shall survive termination of this Agreement.

6.6 No Waiver. No waiver by either Party of any right or obligation hereunder shall be effective unless in writing, provided by the Party's authorized representative, and delivered by the Party to be charged in accordance with Section 6.10 (Notices). The waiver of any right under this Agreement as to a particular transaction or occurrence shall not be deemed a waiver as to any future transaction or occurrence.

6.7 Amendment. This Agreement may be modified or amended only by a written instrument signed by the Parties with the same formality as this Agreement.

6.8 Other Agreements. Nothing contained herein shall be construed as affecting the Parties' respective duties to perform their respective obligations under other agreements, which obligations are and shall remain independent of the rights and obligations of the Parties under this Agreement.

6.9 Counterparts. The Parties may execute this Agreement in electronic form by AdobeSign and/or in one or more counterparts, each of which when so signed and delivered shall be deemed an original, and all of which, when taken together, shall constitute one and the same Agreement. A facsimile, email or other electronic copy of a signature has the same legal effect as an originally drawn signature.

6.10 Notices. Each notice, invoice and other communication required under this Agreement must (a) be in writing, (b) be delivered personally, sent by certified mail (postage prepaid, return receipt requested), sent by electronic mail, or sent by a nationally recognized courier and (c) be addressed to a Party as set forth below:

If to LVVWD or SNWA:

Attention: Deputy General Manager, Engineering and Operations
1001 S. Valley View Boulevard
Las Vegas, NV 89153
Email: doa.ross@lvvwd.com

With a copy to:

Attention: General Counsel
1001 S. Valley View Boulevard
Las Vegas, NV 89153
Email: greg.walch@lvvwd.com

If To OLIN:

Pioneer Americas LLC, a Delaware limited liability company, d/b/a Olin
Chlor Alkali Products and Vinyls
Attn: Gil Doucet
350 S Fourth Street
Henderson, NV 89015
GJDoucet@olin.com

With a copy to:

Attention: Dustin Manning
Olin Corporation
490 Stuart Road NE
Cleveland, TN 37312
Email: DJManning@olin.com

Each notice, invoice and other communication required under this Agreement shall be deemed to have been delivered (i) when delivered if delivered personally; (ii) on the date officially recorded as delivered (or delivery refused) according to the record of delivery if mailed by certified mail; (iii) upon transmittal to the email addresses set forth above; or (iv) on the date officially recorded as delivered (or delivery refused) according to the record of delivery if delivered by courier. Each Party may change its contact information for purposes of the Agreement by giving written notice to the other Party in the manner set forth above. The terms of this Section 6.10 shall survive termination of this Agreement.

6.11 Headings; Cross References; Usage of Words. The section titles contained in this Agreement are used solely for convenience and do not constitute a part of this Agreement, nor should they be used to aid in any manner in the construction of this Agreement. All references in this Agreement to Sections and Subsections are to Sections and Subsections in this Agreement, unless otherwise specified. When not inconsistent with the context, words used in the present tense

include the future tense, words in the plural include the singular, and words in the singular include the plural and the masculine gender includes the feminine gender. Unless otherwise expressly stated, words not defined herein shall be given their common and ordinary meaning.

6.12 Interpretation. Each Party to this Agreement acknowledges that it has carefully reviewed this Agreement and that each fully understands and has participated in drafting its provisions, and, accordingly, the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party are not to be employed or used in any interpretation of this Agreement.

6.13 Severability. If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the Parties. Any invalid or unenforceable provision will be deemed severed from this Agreement, and the balance of this Agreement will be construed and enforced as if it did not contain the specifically invalid or unenforceable provision. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

6.14 Authority. Each Party represents that it has taken all actions necessary or advisable and proper to authorize this Agreement, the execution and delivery of it, and the performance contemplated in it. The individual(s) executing this Agreement on behalf of a Party state and acknowledge that she/he/they are authorized and empowered to do so on behalf of that Party.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

SNWA:

Southern Nevada Water Authority,
a political subdivision of the State of Nevada

By: _____
John J. Entsminger
General Manager

APPROVED AS TO FORM:

Brent Gunson
Gregory J. Walch
General Counsel

LVVWD:

Las Vegas Valley Water District,
a political subdivision of the State of Nevada

By: _____
John J. Entsminger
General Manager

APPROVED AS TO FORM:

Brent Gunson
Gregory J. Walch
General Counsel

OLIN:

Pioneer Americas LLC, a Delaware limited liability company d/b/a
Olin Chlor Alkali Products and Vinyls

By: _____
Deon Carter
President

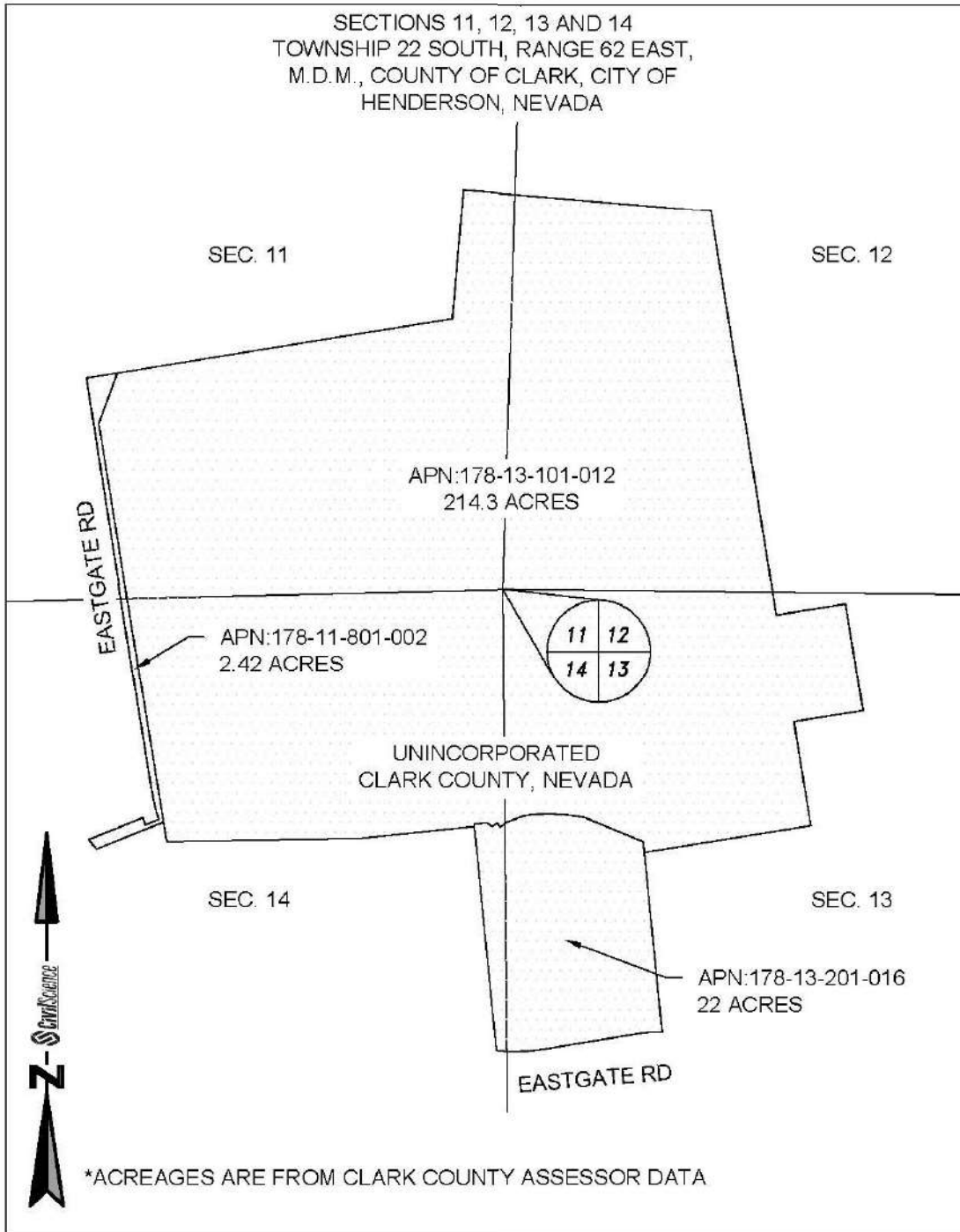
Exhibit A

OLIN Service Area

[Attached]

EXHIBIT "A"

SECTIONS 11, 12, 13 AND 14
TOWNSHIP 22 SOUTH, RANGE 62 EAST,
M.D.M., COUNTY OF CLARK, CITY OF
HENDERSON, NEVADA



DRAFTED BY: EC SCALE: 1"=800'
CHECKED BY: DP DATE: 06/02/2026

IF23087.00

EXHIBIT A

PIONEER SERVICE AREA

PIONEER OF
AMERICAS, LLC

PAGE 1 OF 1

CivilScience
Engineers | Surveyors | Solutions
5800 W. SUNSET ROAD, SUITE 203
LAS VEGAS, NV 89118
702.344.2772

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

July 7, 2026

Subject:

2026C Resolution of Intent to Issue Bonds

Petitioner:

Paul Johnson, Chief Financial Officer

Recommendations:

That the Board of Directors adopt a resolution of intent proposing the issuance of the 2026C general obligation water bonds, additionally secured by pledged revenues, in the maximum aggregate principal amount of \$93,000,000, for the purpose of providing a determination that the pledged revenue will at least be sufficient to pay debt service on the bonds; authorizing publication of notices of the public hearing and of the District's intent to issue the bonds; and authorizing the Chief Financial Officer to arrange for the sale of the bonds.

Fiscal Impact:

The debt service will be paid from existing District water revenues.

Background:

On April 27, 2026, the District adopted a resolution proposing to issue General Obligation (Limited Tax) Water Bonds (Additionally Secured by Pledged Revenues), Series 2026C (2026C Bonds) in the maximum aggregate principal amount of \$93,000,000 for the purpose of funding capital expenditures and making a finding that no increase in ad valorem tax is anticipated with respect to the 2026C Bonds and requested the Clark County Debt Management Commission (DMC) to approve that finding. The DMC approved the finding on May 7, 2026.

If adopted, this 2026C Resolution of Intent to Issue Bonds (Resolution) makes a finding that the District's revenues will at least be sufficient to pay debt service on the 2026C Bonds and authorizes two notices to be published. One notice states the District's intent to issue the 2026C Bonds and, when published, initiates a 90-day petition period. The other notice sets a time and place for a public hearing regarding the issuance of the 2026C Bonds to be held on August 4, 2026. The Resolution also authorizes the Chief Financial Officer to arrange for the sale of 2026C Bonds. The Board of Directors will consider a final resolution for the 2026C Bonds at a future date.

This Resolution requires an affirmative vote of two-thirds of the members of the Board and is being entered into pursuant to NRS 350.020(3) 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 this Resolution.

JJE:PJ:JP:kn

Attachment: 2026C Resolution of Intent to Issue Bonds

AGENDA
ITEM #

8

Summary - a resolution of intent to issue general obligation water bonds additionally secured by pledged revenues.

A RESOLUTION OF INTENT PROPOSING THE ISSUANCE OF, AND AUTHORIZING THE PUBLICATION OF NOTICES RELATING TO, GENERAL OBLIGATION (LIMITED TAX) WATER BONDS (ADDITIONALLY SECURED BY PLEDGED REVENUES) IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$93,000,000 FOR THE PURPOSE OF FINANCING WATER PROJECTS FOR THE LAS VEGAS VALLEY WATER DISTRICT; PROVIDING THE MANNER, FORM AND CONTENTS OF THE NOTICES THEREOF; DETERMINING THAT PLEDGED REVENUES WILL AT LEAST BE SUFFICIENT TO PAY DEBT SERVICE ON SUCH BONDS; AUTHORIZING THE CHIEF FINANCIAL OFFICER TO ARRANGE FOR THE SALE OF SUCH BONDS; RATIFYING ACTION HERETOFORE TAKEN NOT INCONSISTENT HERewith; PROVIDING OTHER MATTERS PROPERLY RELATED THERETO; AND PROVIDING THE EFFECTIVE DATE HEREOF.

WHEREAS, the Board of Directors (the “Board”) of the Las Vegas Valley Water District, in Clark County, Nevada (the “District,” the “County,” and the “State”, respectively), proposes to issue up to \$93,000,000 of general obligation water bonds or other obligations of the District additionally secured by pledged revenues, in one series or more (the “Bonds”); and

WHEREAS, such Bonds will be additionally secured by a pledge of the net revenues as set forth in Chapter 167, Statutes of Nevada 1947, as amended (the “Pledged Revenues” and the “Project Act,” respectively); and

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

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

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

Shall the Board of Directors of the Las Vegas Valley Water District be authorized to issue the District's negotiable general obligation (limited tax) water bonds or other obligations (additionally secured by pledged revenues), in one or more series, in an aggregate principal amount not to exceed \$93,000,000 to defray wholly or in part the cost of acquiring, constructing, reconstructing, improving, extending and bettering facilities pertaining to a water system for the collection, transportation, treatment, purification and distribution of water, including, without limitation, springs, wells, ponds, lakes, water rights, other raw water sources, basin cribs, dams, spillways, retarding basins, detention basins, reservoirs, towers and other storage facilities, pumping plants, infiltration galleries, filtration plants, purification systems, other water treatment facilities, waterworks plants, pumping stations, gauging stations, ventilating facilities, stream gauges, rain gauges, valves, standpipes, connections, hydrants, conduits, flumes, sluices, canals, channels, ditches, pipes, lines, laterals, service pipes, force mains, submains, syphons, other water transmission and distribution mains, engines, boilers, pumps, meters, apparatus, tools, equipment, fixtures, structures, buildings and other facilities for the acquisition, transportation, treatment, purification and distribution of untreated water or potable water for domestic, commercial and industrial use and irrigation, or any combination thereof (the "Project"), the bonds or other obligations to mature not later than the maximum maturity allowed by law, to bear interest at a rate or rates not in excess of the statutory maximum rate in effect at the time the bonds are sold, to be payable from general (ad valorem) taxes (except to the extent Pledged Revenues are available therefor), and to be issued and sold at par, or below or above par, and otherwise in such manner, upon such terms and conditions, and with such other detail as the Board may determine, including at its option but not necessarily limited to provisions for the redemption of bonds prior to maturity without or with the payment of a premium?

(the "Proposal"); and

WHEREAS, pursuant to Nevada Revised Statutes (“NRS”) 350.011 to 350.0165, inclusive, the Board has submitted the Proposal to the Debt Management Commission of Clark County (the “Commission”); and

WHEREAS, the Commission has heretofore approved the Proposal; and

WHEREAS, NRS 350.020(3) provides that if the payment of a general obligation of the District is additionally secured by a pledge of the revenues of a project to be financed by its issue, and the governing body (i.e., the Board) determines that the pledged revenues will at least equal the amount required in each year for the payment of interest and principal, the District may incur the general obligation without an election, unless a petition requesting an election signed by 5% of the registered voters of the District is presented to the Board within 90 days after the publication of a notice of the adoption of this resolution of intent; and

WHEREAS, NRS 350.020(3) provides that a public hearing must be held before issuing the Bonds.

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 as and may be cited by the short title “2026C Resolution of Intent to Issue Bonds” (this “Resolution”).

Section 2. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Board and the officers of the Board directed:

- (a) toward the Project to be financed by the Bonds; and
- (b) toward the issuance of the Bonds to defray, in part, the cost thereof;

be, and the same hereby is, ratified, approved and confirmed.

Section 3. The Board and the officers of the Board be, and they hereby are, authorized and directed to publish a notice of the adoption of this resolution of intent relating to the Board’s proposal to issue the Bonds in the maximum aggregate principal amount of \$93,000,000 in a newspaper of general circulation in the District, once as set forth in the notice, or at such other time as specified by the Chief Financial Officer or his designee.

Section 4. Such notice shall be published in substantially the following form:

**NOTICE OF THE INTENT OF THE BOARD OF DIRECTORS
OF THE LAS VEGAS VALLEY WATER DISTRICT IN
CLARK COUNTY, NEVADA, TO ISSUE GENERAL
OBLIGATION (LIMITED TAX) WATER BONDS OF THE
DISTRICT ADDITIONALLY SECURED BY PLEDGED
REVENUES**

NOTICE IS HEREBY GIVEN that the Board of Directors (the “Board”) of the Las Vegas Valley Water District (the “District”) in Clark County (the “County”), Nevada, by a resolution passed, adopted, signed and approved on July 7, 2026, and designated in Section 1 thereof by the short title “2026C Resolution of Intent to Issue Bonds,” has proposed the issuance of the District’s general obligation (limited tax) water bonds or other obligations (additionally secured by pledged revenues) (the “Bonds”) designated below, as follows:

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

Shall the Board of Directors of the Las Vegas Valley Water District be authorized to issue the District’s negotiable general obligation (limited tax) water bonds or other obligations (additionally secured by pledged revenues), in one or more series, in an aggregate principal amount not to exceed \$93,000,000 to defray wholly or in part the cost of acquiring, constructing, reconstructing, improving, extending and bettering facilities pertaining to a water system for the collection, transportation, treatment, purification and distribution of water, including, without limitation, springs, wells, ponds, lakes, water rights, other raw water sources, basin cribs, dams, spillways, retarding basins, detention basins, reservoirs, towers and other storage facilities, pumping plants, infiltration galleries, filtration plants, purification systems, other water treatment facilities, waterworks plants, pumping stations, gauging stations, ventilating facilities, stream gauges, rain gauges, valves, standpipes, connections, hydrants, conduits, flumes, sluices, canals, channels, ditches, pipes, lines, laterals, service pipes, force mains, submains, syphons, other water transmission and distribution mains, engines, boilers, pumps, meters, apparatus, tools, equipment, fixtures, structures, buildings and other facilities for the acquisition, transportation, treatment, purification and distribution of untreated water or potable water for domestic, commercial and industrial use and irrigation, or any combination

thereof (the “Project”), the bonds or other obligations to mature not later than the maximum maturity allowed by law, to bear interest at a rate or rates not in excess of the statutory maximum rate in effect at the time the bonds are sold, to be payable from general (ad valorem) taxes (except to the extent Pledged Revenues are available therefor), and to be issued and sold at par, or below or above par, and otherwise in such manner, upon such terms and conditions, and with such other detail as the Board may determine, including at its option but not necessarily limited to provisions for the redemption of bonds prior to maturity without or with the payment of a premium?

(herein the “Proposal”).

The above Proposal has previously been approved upon the adoption of the “2026C Las Vegas Valley Water District DMC Approval Resolution” by the Debt Management Commission of Clark County, Nevada, at a meeting of the Commission.

The Board has determined that the Bonds to be issued for the purpose of financing water projects for the District (as further described in the above Proposal) will be additionally secured by a pledge of certain revenues of the District (the “Pledged Revenues”). The Board has, in addition, determined that the Pledged Revenues will at least equal the amount required in each year for the payment of the interest on and the principal of the Bonds.

Based upon this determination, the Board intends to incur this general obligation as set forth above without an election as provided in NRS 350.020(3), unless within ninety (90) days after the publication of this notice a petition requesting an election is presented to the Board signed by not fewer than five percent (5%) of the registered voters of the District. The number of registered voters is to be determined as of the close of registration for the last preceding general election.

At a meeting or meetings of the Board, the Board shall proceed to enact a resolution or resolutions authorizing the issuance of the Bonds which shall be effective not earlier than ninety (90) days after publication of this notice. Such resolution or resolutions authorizing the issuance of the Bonds will be effective unless prior to 5:00 p.m. on October 8, 2026, a petition is presented to the Chief Financial Officer of the District on behalf of the Board asking for the Board to hold an election upon the question of whether or not the proposed general obligations shall be incurred. The petition for an election referred to herein may be filed with the Chief Financial Officer of the District on behalf of the Board no later than 5:00 p.m. on October 8, 2026 at the office of the Chief Financial Officer of the District, 1001 South Valley View Boulevard, Las Vegas, Nevada, during regular office hours of the District. In the event such petition is presented, no such resolution or resolutions shall be adopted except pursuant to an election called and held for such purpose and carried by a majority of the votes cast. In the event no such petition is presented, the Bonds will be authorized as described above. The resolution or resolutions authorizing the Bonds will, in addition, contain provisions for additionally securing the payment of the general obligations by pledging the Pledged Revenues designated above and in the Proposal to the payment of the Bonds.

The authority to issue the Bonds if conferred at the election or if conferred by the fact no petition is presented to the Board requesting such an election within ninety (90) days of the date of publication hereof shall be deemed to be a continuing authority and the Board shall be authorized to sell the Bonds at such time or times and upon such terms and conditions as it deems proper in accordance with the provisions of the Proposal and the laws of the State.

All persons interested are hereby advised that further information regarding the Project to be financed by the Bonds, the Bonds and the revenues to be pledged to the Bonds, and all proceedings in the premises, may be examined in the office of the Chief Financial Officer of the District, 1001 South Valley View Boulevard, Las Vegas, Nevada, during the regular office hours of the District. All persons interested may also obtain additional information regarding the contents of and filing requirements for the petition referred to herein at the office of the Chief Financial Officer of the District, 1001 South Valley View Boulevard, Las Vegas, Nevada, during the regular office hours of the District.

The determination by the Board that the Pledged Revenues will at least equal the amount required in each year for the payment of interest and principal on the Bonds becomes conclusive on the last day for filing the petition, i.e., on October 8, 2026, at 5:00 p.m.

BY ORDER of the Board of Directors of the Las Vegas Valley Water District, in Clark County, Nevada.

DATED this July 7, 2026.

PUBLICATION DATE: July 10, 2026.

/s/ John J. Entsminger
Secretary
Las Vegas Valley Water District

[End of Form of Notice of Adoption of Resolution of Intent for Publication]

Section 5. The District and the officers of the District are authorized to publish a notice of public hearing three times, once each week for three consecutive weeks, the third publication to be made at least 10 days before the date of the public hearing described in the following notice, in a newspaper of general circulation in the District, at least as large as 5 inches high by 4 inches wide, in substantially the following form:

NOTICE OF PUBLIC HEARING ON THE INTENT OF THE BOARD OF DIRECTORS OF THE LAS VEGAS VALLEY WATER DISTRICT IN CLARK COUNTY, NEVADA, TO ISSUE GENERAL OBLIGATION (LIMITED TAX) WATER BONDS ADDITIONALLY SECURED BY PLEDGED REVENUES.

NOTICE IS HEREBY GIVEN that the Board of Directors (the “Board”) of the Las Vegas Valley Water District (the “District”), Nevada, by a resolution passed, adopted, signed and approved on July 7, 2026, and designated in Section 1 thereof by the short title “2026C Resolution of Intent to Issue Bonds,” has proposed the issuance of the District’s general obligation (limited tax) water bonds or other obligations (additionally secured by pledged revenues) (the “Bonds”) designated below, as follows:

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

Shall the Board of Directors of the Las Vegas Valley Water District be authorized to issue the District’s negotiable general obligation (limited tax) water bonds or other obligations (additionally secured by pledged revenues), in one or more series, in an aggregate principal amount not to exceed \$93,000,000 to defray wholly or in part the cost of acquiring, constructing, reconstructing, improving, extending and bettering facilities pertaining to a water system for the collection, transportation, treatment, purification and distribution of water, including, without limitation, springs, wells, ponds, lakes, water rights, other raw water sources, basin cribs, dams, spillways, retarding basins, detention basins, reservoirs, towers and other storage facilities, pumping plants, infiltration galleries, filtration plants, purification systems, other water treatment facilities, waterworks plants, pumping stations, gauging stations, ventilating facilities, stream gauges, rain gauges, valves, standpipes, connections, hydrants, conduits, flumes, sluices, canals, channels, ditches, pipes, lines, laterals, service pipes, force mains, submains, siphons, other water transmission and distribution mains, engines, boilers, pumps, meters, apparatus, tools, equipment, fixtures, structures, buildings and other facilities for the acquisition, transportation, treatment, purification and distribution of untreated water or potable water for domestic, commercial and industrial use and irrigation, or any combination thereof (the “Project”), the bonds or other obligations to mature not later than the maximum maturity allowed by law, to bear interest at a rate or rates not in excess of the statutory maximum

rate in effect at the time the bonds are sold, to be payable from general (ad valorem) taxes (except to the extent Pledged Revenues are available therefor), and to be issued and sold at par, or below or above par, and otherwise in such manner, upon such terms and conditions, and with such other detail as the Board may determine, including at its option but not necessarily limited to provisions for the redemption of bonds prior to maturity without or with the payment of a premium?

(the “Proposal”); and

The above Proposal was previously approved upon the adoption of the “2026C Las Vegas Valley Water District DMC Approval Resolution” by the Debt Management Commission of Clark County, Nevada.

The Board has determined that the Bonds to be issued for the purpose of financing water projects for the District (as further described in the above Proposal) will be additionally secured by a pledge of certain revenues of the District (the “Pledged Revenues”). The Board has, in addition, determined that the Pledged Revenues will at least equal the amount required in each year for the payment of the interest on and the principal of the Bonds.

All persons interested are hereby advised that the Board will hold a public hearing on the Proposal on August 4, 2026 at 9:00 a.m. at the Commission Chambers, 500 South Grand Central Parkway, Las Vegas, Nevada. All persons are invited to attend and to be heard regarding the Proposal. Further information regarding the Proposal, the Project to be financed by the Bonds, the Bonds and the revenues to be pledged to the Bonds, and all proceedings, may be examined by interested persons in the office of the Chief Financial Officer of the District, 1001 South Valley View Boulevard, Las Vegas, Nevada, during the regular office hours of the District.

BY ORDER of the Board of Directors of the Las Vegas Valley Water District,
Nevada.

DATED this July 7, 2026.

PUBLICATION DATES: July 10, 2026, July 17, 2026, and July 24, 2026.

s/ John J. Entsminger
Secretary
Las Vegas Valley Water District

[End of Form of Notice of Public Hearing]

Section 6. A public hearing on the Bonds is hereby ordered to be held before the Board at the time, date and place specified in the notice set forth in Section 5 hereof, or at such date designated by the Chief Financial Officer or his designee.

Section 7. The Chief Financial Officer or his designee is hereby authorized to arrange for the issuance and sale of the Bonds in one or more series, in a total principal amount of not more than \$93,000,000 to carry out the Project in accordance with the Project Act and NRS 350.500 to 350.720, inclusive (the "Bond Act").

Section 8. The Chief Financial Officer or his designee is authorized to specify the terms of the Bonds, the method of their sale (including, if applicable, requesting the State to issue general obligation bonds to purchase the Bonds), the final principal amount of the Bonds (not in excess of \$93,000,000) the terms of their repayment and security therefor, and other details of the Bonds, and, if applicable, to advertise the Bonds for sale, subject to the Project Act, the Bond Act and ratification by the Board by the adoption of one or more bond resolutions specifying the Bond terms and details and approving their sale (the "Bond Resolutions").

Section 9. The officers of the District are hereby authorized to take all action necessary or appropriate to effectuate the provisions of this resolution, including without limitation (a) assembling of financial and other information concerning the District, and the Bonds; and, if deemed appropriate by the Chief Financial Officer, (b) preparing and circulating an official statement for the Bonds, including, but not limited to a preliminary official statement, a notice of bond sale for the Bonds, or both, in the forms specified by the Chief Financial Officer or his designee. The Chief Financial Officer or his designee is authorized to deem the official statement or preliminary official statement to be a "final" official statement on behalf of the District for the purposes of Rule 15c2-12 of the Securities and Exchange Commission.

Section 10. The Chief Financial Officer or his designee shall, after arranging for the sale of the Bonds, present the proposed terms of the sale to the Board for its approval by adoption of the Bond Resolutions.

Section 11. The Bonds, in the event no petition is filed during the period allowed by NRS 350.020(3), shall be authorized by a resolution or resolutions to be adopted by the Board after the expiration of the above specified period of publication.

Section 12. The authority to issue the Bonds designated in the Proposal set forth in the notice shall be deemed and considered a continuing authority to issue and deliver the Bonds designated in such Proposal at one time or from time to time, in one or more series, all as ordered by the Board. Neither the partial exercise of the authority so conferred nor the lapse of time shall be considered as exhausting or limiting the full authority so conferred.

Section 13. In order to permit the Board to reimburse itself for prior expenditures relating to the Project financed with the proceeds of one or more series of the Bonds, the interest on which will be excluded from gross income for federal income tax purposes, the Board hereby determines and declares that:

(a) The maximum aggregate principal amount of the Bonds expected to be issued for the Project is set forth in the Proposal;

(b) The Board reasonably expects to incur expenditures with respect to the Project prior to the issuance of one or more series of the Bonds and to reimburse those expenditures from the issuance of the Bonds;

(c) The payment of costs related to the Project and the reimbursement of such costs from the proceeds of the Bonds is consistent with the Board's budgetary and financial circumstances as of the date of this resolution. The Board does not currently have moneys which are, nor does the Board reasonably expect moneys to be, allocated on a long-term basis, reserved or otherwise available pursuant to the Board's budget to pay the expenditures which the Board intends to reimburse.

Section 14. The officers of the Board be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this resolution.

Section 15. 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 16. 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 17. This resolution shall become effective and be in force immediately upon its adoption, except that if a petition is presented to the District on or before 5:00 p.m. on October 8, 2026, asking for an election upon the question of whether or not the proposed general obligations shall be incurred and such petition satisfies the requirements of NRS 350.020(3), the Chief Financial Officer shall take no further action with respect to the sale of the Bonds unless otherwise directed by the Board.

INTRODUCED, ADOPTED AND APPROVED BY AT LEAST TWO-THIRDS
MAJORITY OF THE BOARD this July 7, 2026.

[DISTRICT SEAL]

Attest:

John J. Entsminger, Secretary
Las Vegas Valley Water District

Marilyn K. Kirkpatrick, President
Las Vegas Valley Water District

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)
)
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 July 7, 2026.

2. The original of the resolution has been approved and authenticated by the signatures of the President of the District and the Board and myself as Secretary of the District and the Board, and sealed with the seal of the District, and has been recorded in the minute book of the Board kept for that purpose in my office which record has been duly signed by such officers and properly sealed.

3. All of the members of the Board present at the meeting voted on the passage of the resolution as follows:

Those Voting Aye:	Marilyn Kirkpatrick
	James 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.

6. A copy of the notice so given of the meeting of the Board held on July 7, 2026 is attached hereto as Exhibit A.

7. Upon request, the governing body provides, at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance, resolution or regulation which will be discussed at the public meeting, and any other supporting materials provided to the members of the governing body for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

IN WITNESS WHEREOF, I have hereunto set my hand on behalf of the Las Vegas Valley Water District in Clark County, Nevada, this July 7, 2026.

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**

July 7, 2026

Subject:

2026D Resolution of Intent to Issue Bonds

Petitioner:

Paul Johnson, Chief Financial Officer

Recommendations:

That the Board of Directors adopt a resolution of intent proposing the issuance of the 2026D general obligation water bonds, additionally secured by Southern Nevada Water Authority pledged revenues, in the maximum aggregate principal amount of \$515,000,000, for the purpose of providing a determination that the pledged revenue will at least be sufficient to pay debt service on the bonds; authorizing publication of notices of the public hearing and of the District's intent to issue the bonds; and authorizing the Chief Financial Officer to arrange for the sale of the bonds.

Fiscal Impact:

The debt service will be paid by the Southern Nevada Water Authority.

Background:

On July 1, 1996, the Southern Nevada Water Authority (Authority) and the District entered into a Master Bond Repayment Agreement (MBRA), which was subsequently amended and restated on November 16, 2023. The MBRA authorizes the District to issue general obligation bonds for the benefit of the Authority. The proceeds may be used to fund capital expenditures or refund outstanding debt issued under the MBRA. The MBRA requires the Authority to pay the costs of debt issued under the MBRA with revenues pledged by the Authority to the District pursuant to the MBRA (Pledged Revenues).

On April 27, 2026, the District adopted a resolution proposing to issue General Obligation (Limited Tax) Water Bonds (Additionally Secured by SNWA Pledged Revenues), Series 2026D (2026D Bonds), in the maximum aggregate principal amount of \$515,000,000 for the purpose of funding capital expenditures. The resolution also made the finding that no increase in ad valorem tax is anticipated with respect to the 2026D Bonds and requested that the Clark County Debt Management Commission (DMC) approve that finding. The DMC approved the finding on May 7, 2026.

If adopted, this 2026D Resolution of Intent to Issue Bonds (Resolution) makes a finding that the Authority's revenues will at least be sufficient to pay debt service on the 2026D Bonds and authorizes two notices to be published. One notice states the District's intent to issue the 2026D Bonds and, when published, initiates a 90-day petition period. The other notice sets a time and place for a public hearing regarding the issuance of the 2026D Bonds to be held on August 4, 2026. The Resolution also authorizes the Chief Financial Officer to arrange for the sale of the 2026D Bonds. The Board of Directors will consider a final resolution for the 2026D Bonds at a future date.

This Resolution requires an affirmative vote of two-thirds of the members of the Board and is being entered into pursuant to NRS Chapter 350.020(3) 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 this Resolution.

JJE:PJ:JP:kn

Attachment: 2026D Resolution of Intent to Issue Bonds

AGENDA
ITEM #

9

Summary - a resolution of intent to issue general obligation water bonds additionally secured by Southern Nevada Water Authority revenues.

A RESOLUTION OF INTENT PROPOSING THE ISSUANCE OF, AND AUTHORIZING THE PUBLICATION OF NOTICES RELATING TO, GENERAL OBLIGATION (LIMITED TAX) WATER BONDS (ADDITIONALLY SECURED BY SOUTHERN NEVADA WATER AUTHORITY PLEDGED REVENUES) IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$515,000,000 FOR THE PURPOSE OF FINANCING WATER PROJECTS FOR THE SOUTHERN NEVADA WATER AUTHORITY; PROVIDING THE MANNER, FORM AND CONTENTS OF THE NOTICES THEREOF; DETERMINING THAT SOUTHERN NEVADA WATER AUTHORITY PLEDGED REVENUES WILL AT LEAST BE SUFFICIENT TO PAY DEBT SERVICE ON SUCH BONDS; AUTHORIZING THE CHIEF FINANCIAL OFFICER TO ARRANGE FOR THE SALE OF SUCH BONDS; RATIFYING ACTION HERETOFORE TAKEN NOT INCONSISTENT HERewith; PROVIDING OTHER MATTERS PROPERLY RELATED THERETO; 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 “SNWA”) 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 (the “SNWA Revenues”) for the purpose of financing the cost of acquiring and constructing improvements for water projects for the SNWA, as set forth in Chapter 631, Statutes of Nevada 1993, as amended; and

WHEREAS, the Board of Directors (the “Board”) of the District proposes to issue up to \$515,000,000 of general obligation water bonds or other obligations of the District additionally secured by SNWA Revenues, in one series or more (the “Bonds”); and

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

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

**GENERAL OBLIGATION (LIMITED TAX) WATER BONDS
(ADDITIONALLY SECURED BY SOUTHERN NEVADA
WATER AUTHORITY REVENUES) PROPOSAL:**

Shall the Board of Directors of the Las Vegas Valley Water District be authorized to issue the District's negotiable general obligation (limited tax) water bonds or other obligations (additionally secured by Southern Nevada Water Authority revenues), in one or more series, in an aggregate principal amount not to exceed \$515,000,000 to defray wholly or in part the cost of acquiring, constructing, reconstructing, improving, extending and bettering facilities pertaining to a water system for the collection, transportation, treatment, purification and distribution of water, including, without limitation, springs, wells, ponds, lakes, water rights, other raw water sources, basin cribs, dams, spillways, retarding basins, detention basins, reservoirs, towers and other storage facilities, pumping plants, infiltration galleries, filtration plants, purification systems, other water treatment facilities, waterworks plants, pumping stations, gauging stations, ventilating facilities, stream gauges, rain gauges, valves, standpipes, connections, hydrants, conduits, flumes, sluices, canals, channels, ditches, pipes, lines, laterals, service pipes, force mains, submains, syphons, other water transmission and distribution mains, engines, boilers, pumps, meters, apparatus, tools, equipment, fixtures, structures, buildings and other facilities for the acquisition, transportation, treatment, purification and distribution of untreated water or potable water for domestic, commercial and industrial use and irrigation, or any combination thereof (the "Project"), the bonds or other obligations to mature not later than the maximum maturity allowed by law, to bear interest at a rate or rates not in excess of the statutory maximum rate in effect at the time the bonds are sold, to be payable from general (ad valorem) taxes (except to the extent Southern Nevada Water Authority revenues are available therefor), and to be issued and sold at par, or below or above par, and otherwise in such manner, upon such terms and conditions, and with such other detail as the Board may determine, including at its option but not necessarily limited to provisions for the redemption of bonds prior to maturity without or with the payment of a premium?

(the “Proposal”); and

WHEREAS, pursuant to Nevada Revised Statutes (“NRS”) 350.011 to 350.0165, inclusive, the Board has submitted the Proposal to the Debt Management Commission of Clark County (the “Commission”); and

WHEREAS, the Commission has heretofore approved the Proposal; and

WHEREAS, NRS 350.020(3) provides that if the payment of a general obligation of the District is additionally secured by a pledge of the revenues of a project to be financed by its issue, and the governing body (i.e., the Board) determines that the pledged revenues will at least equal the amount required in each year for the payment of interest and principal, the District may incur the general obligation without an election, unless a petition requesting an election signed by 5% of the registered voters of the District is presented to the Board within 90 days after the publication of a notice of the adoption of this resolution of intent; and

WHEREAS, NRS 350.020(3) provides that a public hearing must be held before issuing the Bonds.

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 as and may be cited by the short title “2026D Resolution of Intent to Issue Bonds” (this “Resolution”).

Section 2. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Board and the officers of the Board directed:

- (a) toward the Project to be financed by the Bonds; and
 - (b) toward the issuance of the Bonds to defray, in part, the cost thereof;
- be, and the same hereby is, ratified, approved and confirmed.

Section 3. The Board and the officers of the Board be, and they hereby are, authorized and directed to publish a notice of the adoption of this Resolution relating to the Proposal to issue the Bonds in the maximum aggregate principal amount of \$515,000,000 in a newspaper of general circulation in the District, once as set forth in the notice, or at such other time as specified by the Chief Financial Officer or his designee.

Section 4. Such notice shall be published in substantially the following form:

[Form of Notice of Adoption of Resolution of Intent for Publication]

**NOTICE OF THE INTENT OF THE BOARD OF DIRECTORS
OF THE LAS VEGAS VALLEY WATER DISTRICT IN
CLARK COUNTY, NEVADA, TO ISSUE GENERAL
OBLIGATION (LIMITED TAX) WATER BONDS OF THE
DISTRICT ADDITIONALLY SECURED BY SOUTHERN
NEVADA WATER AUTHORITY PLEDGED REVENUES**

NOTICE IS HEREBY GIVEN that the Board of Directors (the “Board”) of the Las Vegas Valley Water District (the “District”) in Clark County (the “County”), Nevada, by a resolution passed, adopted, signed and approved on July 7, 2026, and designated in Section 1 thereof by the short title “2026D Resolution of Intent,” has proposed the issuance of the District’s general obligation (limited tax) water bonds or other obligations (additionally secured by Southern Nevada Water Authority pledged revenues) (the “Bonds”) designated below, as follows:

**GENERAL OBLIGATION (LIMITED TAX) WATER BONDS
(ADDITIONALLY SECURED BY SOUTHERN NEVADA
WATER AUTHORITY REVENUES) PROPOSAL:**

Shall the Board of Directors of the Las Vegas Valley Water District be authorized to issue the District’s negotiable general obligation (limited tax) water bonds or other obligations (additionally secured by Southern Nevada Water Authority revenues), in one or more series, in an aggregate principal amount not to exceed \$515,000,000 to defray wholly or in part the cost of acquiring, constructing, reconstructing, improving, extending and bettering facilities pertaining to a water system for the collection, transportation, treatment, purification and distribution of water, including, without limitation, springs, wells, ponds, lakes, water rights, other raw water sources, basin cribs, dams, spillways, retarding basins, detention basins, reservoirs, towers and other storage facilities, pumping plants, infiltration galleries, filtration plants, purification systems, other water treatment facilities, waterworks plants, pumping stations, gauging stations, ventilating facilities, stream gauges, rain gauges, valves, standpipes, connections, hydrants, conduits, flumes, sluices, canals, channels, ditches, pipes, lines, laterals, service pipes, force mains, submains, syphons, other water transmission and distribution mains, engines, boilers, pumps, meters, apparatus, tools, equipment, fixtures, structures, buildings and other facilities for the acquisition, transportation, treatment, purification and distribution of untreated water or potable water for domestic, commercial and industrial use and irrigation, or any combination thereof (the “Project”), the bonds or other obligations to mature not later than the maximum maturity allowed by law, to bear interest at a rate or rates not in excess of the statutory maximum rate in effect at the time the bonds are

sold, to be payable from general (ad valorem) taxes (except to the extent Southern Nevada Water Authority revenues are available therefor), and to be issued and sold at par, or below or above par, and otherwise in such manner, upon such terms and conditions, and with such other detail as the Board may determine, including at its option but not necessarily limited to provisions for the redemption of bonds prior to maturity without or with the payment of a premium?

(the “Proposal”); and

The above Proposal has previously been approved upon the adoption of the “2026D Las Vegas Valley Water District DMC Approval Resolution” by the Debt Management Commission of Clark County, Nevada, at a meeting of the Commission.

The Board has determined that the Bonds to be issued for the purpose of financing water projects for the Southern Nevada Water Authority (as further described in the above Proposal) will be additionally secured by a pledge of certain revenues of the Southern Nevada Water Authority (the “SNWA Revenues”). The Board has, in addition, determined that the SNWA Revenues will at least equal the amount required in each year for the payment of the interest on and the principal of the Bonds.

Based upon this determination, the Board intends to incur this general obligation as set forth above without an election as provided in NRS 350.020(3), unless within ninety (90) days after the publication of this notice a petition requesting an election is presented to the Board signed by not fewer than five percent (5%) of the registered voters of the District. The number of registered voters is to be determined as of the close of registration for the last preceding general election.

At a meeting or meetings of the Board, the Board shall proceed to enact a resolution or resolutions authorizing the issuance of the Bonds which shall be effective not earlier than ninety (90) days after publication of this notice. Such resolution or resolutions authorizing the issuance of the Bonds will be effective unless prior to 5:00 p.m. on October 8, 2026, a petition is presented to the Chief Financial Officer of the District on behalf of the Board asking for the Board to hold an election upon the question of whether or not the proposed general obligations shall be incurred. The petition for an election referred to herein may be filed with the Chief Financial Officer of the District on behalf of the Board no later than 5:00 p.m. on October 8, 2026, at the office of the Chief Financial Officer of the District, 1001 South Valley View Boulevard, Las Vegas, Nevada, during regular office hours of the District. In the event such petition is presented, no such resolution or resolutions shall be adopted except pursuant to an election called and held for such purpose and carried by a majority of the votes cast. In the event no such petition is presented, the Bonds will be authorized as described above. The resolution or resolutions authorizing the Bonds will, in addition, contain provisions for additionally securing the payment of the general obligations by pledging the SNWA Revenues designated above and in the Proposal to the payment of the Bonds.

The authority to issue the Bonds if conferred at the election or if conferred by the fact no petition is presented to the Board requesting such an election within ninety (90) days of the date

of publication hereof shall be deemed to be a continuing authority and the Board shall be authorized to sell the Bonds at such time or times and upon such terms and conditions as it deems proper in accordance with the provisions of the Proposal and the laws of the State.

All persons interested are hereby advised that further information regarding the Project to be financed by the Bonds, the Bonds and the revenues to be pledged to the Bonds, and all proceedings in the premises, may be examined in the office of the Chief Financial Officer of the District, 1001 South Valley View Boulevard, Las Vegas, Nevada, during the regular office hours of the District. All persons interested may also obtain additional information regarding the contents of and filing requirements for the petition referred to herein at the office of the Chief Financial Officer of the District, 1001 South Valley View Boulevard, Las Vegas, Nevada, during the regular office hours of the District.

The determination by the Board that the SNWA Revenues will at least equal the amount required in each year for the payment of interest and principal on the Bonds becomes conclusive on the last day for filing the petition, i.e., on October 8, 2026, at 5:00 p.m.

BY ORDER of the Board of Directors of the Las Vegas Valley Water District, in Clark County, Nevada.

DATED this July 7, 2026.

PUBLICATION DATE: July 10, 2026.

/s/ John J. Entsminger
Secretary
Las Vegas Valley Water District

[End of Form of Notice of Adoption of Resolution of Intent for Publication]

Section 5. The District and the officers of the District are authorized to publish a notice of public hearing three times, once each week for three consecutive weeks, the third publication to be made at least 10 days before the date of the public hearing described in the following notice, in a newspaper of general circulation in the District, at least as large as 5 inches high by 4 inches wide, in substantially the following form:

[Form of Notice of Public Hearing]

NOTICE OF PUBLIC HEARING ON THE INTENT OF THE BOARD OF DIRECTORS OF THE LAS VEGAS VALLEY WATER DISTRICT IN CLARK COUNTY, NEVADA, TO ISSUE GENERAL OBLIGATION (LIMITED TAX) WATER BONDS ADDITIONALLY SECURED BY SOUTHERN NEVADA WATER AUTHORITY PLEDGED REVENUES.

NOTICE IS HEREBY GIVEN that the Board of Directors (the “Board”) of the Las Vegas Valley Water District (the “District”), Nevada, by a resolution passed, adopted, signed and approved on July 7, 2026, and designated in Section 1 thereof by the short title “2026D Resolution of Intent,” has proposed the issuance of the District’s general obligation (limited tax) water bonds or other obligations (additionally secured by SNWA pledged revenues) (the “Bonds”) designated below, as follows:

GENERAL OBLIGATION (LIMITED TAX) WATER BONDS (ADDITIONALLY SECURED BY SOUTHERN NEVADA WATER AUTHORITY REVENUES) PROPOSAL:

Shall the Board of Directors of the Las Vegas Valley Water District be authorized to issue the District’s negotiable general obligation (limited tax) water bonds or other obligations (additionally secured by Southern Nevada Water Authority revenues), in one or more series, in an aggregate principal amount not to exceed \$515,000,000 to defray wholly or in part the cost of acquiring, constructing, reconstructing, improving, extending and bettering facilities pertaining to a water system for the collection, transportation, treatment, purification and distribution of water, including, without limitation, springs, wells, ponds, lakes, water rights, other raw water sources, basin cribs, dams, spillways, retarding basins, detention basins, reservoirs, towers and other storage facilities, pumping plants, infiltration galleries, filtration plants, purification systems, other water treatment facilities, waterworks plants, pumping stations, gauging stations, ventilating facilities, stream gauges, rain gauges, valves, standpipes, connections, hydrants, conduits, flumes, sluices, canals, channels, ditches, pipes, lines, laterals, service pipes, force mains, submains, syphons, other water transmission and distribution mains, engines, boilers, pumps, meters,

apparatus, tools, equipment, fixtures, structures, buildings and other facilities for the acquisition, transportation, treatment, purification and distribution of untreated water or potable water for domestic, commercial and industrial use and irrigation, or any combination thereof (the “Project”), the bonds or other obligations to mature not later than the maximum maturity allowed by law, to bear interest at a rate or rates not in excess of the statutory maximum rate in effect at the time the bonds are sold, to be payable from general (ad valorem) taxes (except to the extent Southern Nevada Water Authority revenues are available therefor), and to be issued and sold at par, or below or above par, and otherwise in such manner, upon such terms and conditions, and with such other detail as the Board may determine, including at its option but not necessarily limited to provisions for the redemption of bonds prior to maturity without or with the payment of a premium?

(the “Proposal”); and

The above Proposal was previously approved upon the adoption of the “2026D Las Vegas Valley Water District DMC Approval Resolution” by the Debt Management Commission of Clark County, Nevada.

The Board has determined that the Bonds to be issued for the purpose of financing water projects for the Southern Nevada Water Authority (as further described in the above Proposal) will be additionally secured by a pledge of certain revenues of the Southern Nevada Water Authority (the “SNWA Revenues”). The Board has, in addition, determined that the SNWA Revenues will at least equal the amount required in each year for the payment of the interest on and the principal of the Bonds.

All persons interested are hereby advised that the Board will hold a public hearing on the Proposal on August 4, 2026, at 9:00 a.m. at the Commission Chambers, 500 South Grand Central Parkway, Las Vegas, Nevada. All persons are invited to attend and to be heard regarding the Proposal. Further information regarding the Proposal, the Project to be financed by the Bonds, the Bonds and the revenues to be pledged to the Bonds, and all proceedings, may be examined by interested persons in the office of the Chief Financial Officer of the District, 1001 South Valley View Boulevard, Las Vegas, Nevada, during the regular office hours of the District.

BY ORDER of the Board of Directors of the Las Vegas Valley Water District,
Nevada.

DATED this July 7, 2026.

PUBLICATION DATES: July 10, 2026, July 17, 2026, and July 24, 2026.

s/ John J. Entsminger
Secretary

[End of Form of Notice of Public Hearing]

Section 6. A public hearing on the Bonds is hereby ordered to be held before the Board at the time, date and place specified in the notice set forth in Section 5 hereof, or at such date designated by the Chief Financial Officer or his designee.

Section 7. The Chief Financial Officer or his designee is hereby authorized to arrange for the issuance and sale of the Bonds in one or more series, in a total principal amount of not more than \$515,000,000 to carry out the Project in accordance with the Project Act and NRS 350.500 to 350.720, inclusive (the “Bond Act”).

Section 8. The Chief Financial Officer or his designee is authorized to specify the terms of the Bonds, the method of their sale (including, if applicable, requesting the State to issue general obligation bonds to purchase the Bonds), the final principal amount of the Bonds (not in excess of \$515,000,000) the terms of their repayment and security therefor, and other details of the Bonds, and, if applicable, to advertise the Bonds for sale, subject to the Project Act, the Bond Act and ratification by the Board by the adoption of one or more bond resolutions specifying the Bond terms and details and approving their sale (the “Bond Resolutions”).

Section 9. The officers of the District are hereby authorized to take all action necessary or appropriate to effectuate the provisions of this Resolution, including without limitation (a) assembling of financial and other information concerning the District, and the Bonds; and, if deemed appropriate by the Chief Financial Officer, (b) preparing and circulating an official statement for the Bonds, including, but not limited to a preliminary official statement, a notice of bond sale for the Bonds, or both, in the forms specified by the Chief Financial Officer or his designee. The Chief Financial Officer or his designee is authorized to deem the official statement or preliminary official statement to be a “final” official statement on behalf of the District for the purposes of Rule 15c2-12 of the Securities and Exchange Commission.

Section 10. The Chief Financial Officer or his designee shall, after arranging for the sale of the Bonds, present the proposed terms of the sale to the Board for its approval by adoption of the Bond Resolutions.

Section 11. The Bonds, in the event no petition is filed during the period allowed by NRS 350.020(3), shall be authorized by a resolution or resolutions to be adopted by the Board after the expiration of the above specified period of publication.

Section 12. The authority to issue the Bonds designated in the Proposal set forth in the notice shall be deemed and considered a continuing authority to issue and deliver the Bonds designated in such Proposal at one time or from time to time, in one or more series, all as ordered by the Board. Neither the partial exercise of the authority so conferred nor the lapse of time shall be considered as exhausting or limiting the full authority so conferred.

Section 13. In order to permit the Board to reimburse itself for prior expenditures relating to the Project financed with the proceeds of one or more series of the Bonds, the interest on which will be excluded from gross income for federal income tax purposes, the Board hereby determines and declares that:

(a) The maximum aggregate principal amount of the Bonds expected to be issued for the Project is set forth in the Proposal;

(b) The Board reasonably expects to incur expenditures with respect to the Project prior to the issuance of one or more series of the Bonds and to reimburse those expenditures from the issuance of the Bonds;

(c) The payment of costs related to the Project and the reimbursement of such costs from the proceeds of the Bonds is consistent with the Board's budgetary and financial circumstances as of the date of this Resolution. The Board does not currently have moneys which are, nor does the Board reasonably expect moneys to be, allocated on a long-term basis, reserved or otherwise available pursuant to the Board's budget to pay the expenditures which the Board intends to reimburse.

Section 14. The officers of the Board be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution.

Section 15. 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 16. 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 17. This Resolution shall become effective and be in force immediately upon its adoption, except that if a petition is presented to the District on or before 5:00 p.m. on October 8, 2026, asking for an election upon the question of whether or not the proposed general obligations shall be incurred and such petition satisfies the requirements of NRS 350.020(3), the Chief Financial Officer shall take no further action with respect to the sale of the Bonds unless otherwise directed by the Board.

INTRODUCED, ADOPTED AND APPROVED BY AT LEAST TWO-THIRDS MAJORITY OF THE BOARD this July 7, 2026.

[DISTRICT SEAL]

Attest:

John J. Entsminger, Secretary
Las Vegas Valley Water District

Marilyn K. Kirkpatrick, President
Las Vegas Valley Water District

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)
)
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 July 7, 2026.

2. The original of the resolution has been approved and authenticated by the signatures of the President of the District and the Board and myself as Secretary of the District and the Board, and sealed with the seal of the District, and has been recorded in the minute book of the Board kept for that purpose in my office which record has been duly signed by such officers and properly sealed.

3. All of the members of the Board present at the meeting voted on the passage of the resolution as follows:

Those Voting Aye:

Marilyn Kirkpatrick
James 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 July 7, 2026.

John J. Entsminger, Secretary
Las Vegas Valley Water District

EXHIBIT A

(Attach Copy of Notice of Meeting)