

SOUTHERN NEVADA WATER AUTHORITY
REQUEST FOR PROPOSAL
RFP NO. 673-21
CONSERVATION AND WATER QUALITY ADVERTISING AND PUBLIC
EDUCATION SERVICES

The Southern Nevada Water Authority is soliciting proposals from qualified and interested firms to enter into a professional services agreement to provide communications, marketing and public outreach services as part of the SNWA's Conservation and Water Quality Advertising and Public Education in Southern Nevada.

For further information, please contact Veronica "Ronni" Kammler, Purchasing Analyst, at veronica.kammler@lvvwd.com or 702-258-2465.

The RFP package is available at the Las Vegas Valley Water District Bonfire Hub Portal at <https://lvvwd.bonfirehub.com> and locate the RFP in the list of current solicitations.

A Pre-Proposal Conference will be held on Thursday, January 28, 2021 at 2:00 PM, online via a scheduled Microsoft TEAMS Meeting. Firms may join the video conference by either calling the number provided or utilizing the Microsoft Teams meeting link below.

Microsoft Teams meeting
Join on your computer or mobile app
[Click here to join the meeting](#)
Or call in (audio only)
+1 323-776-6758,350962898# United States, Los Angeles
Phone Conference ID: 350 962 898#

The purpose of the Pre-Proposal Conference is to provide an opportunity to collectively review, critique, clarify the RFP documents, and answer any pertinent questions. Potential Proposers and any other interested parties are encouraged and invited to attend the Pre-Proposal Conference.

Proposals will be received electronically through the Bonfire System at <https://lvvwd.bonfirehub.com/opportunities>; on, or before Thursday, February 18, 2021, at 10:00 AM Pacific time (Closing Time)..

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GENERAL CONDITIONS
RFP NO. 673-21
CONSERVATION AND WATER QUALITY ADVERTISING AND PUBLIC
EDUCATION SERVICES

1. TERMS

The term “Awardee” as used throughout these documents will mean the firm to which an agreement shall be awarded after evaluation of proposals submitted.

The terms “Owner”, “Authority” or “SNWA”, as used throughout these documents will mean the Southern Nevada Water Authority.

The term "Governing Body" as used throughout these documents will mean the SNWA Board of Directors.

The terms "Proposer" and “Proponent” as used throughout these documents will mean the respondents to this Request for Proposal.

The term "RFP" as used throughout these documents will mean Request for Proposal.

The term “Bonfire System” as used throughout these documents will mean the Las Vegas Valley Water District Bonfire Hub. The Bonfire System is an electronic bidding system that is used by the Southern Nevada Water Authority for the submission of electronic proposals. There is no cost for any Proposer to use the Bonfire System, however, all Proposers must register prior to gaining access to see the details of any solicitation or to submit a proposal online.

The term “Closing Time” as used throughout these documents will mean the deadline for submittal of Proposals for this RFP.

2. INTENT

The Owner is soliciting proposals from qualified Proposers to perform outreach support services for water-related programs in Southern Nevada for SNWA as specified in Section 5, Scope of Work/Project below.

3. OBJECTIVES

The proposed Conservation and Water Quality Advertising and Public Education Services will be a cooperative effort with the SNWA to develop integrated public outreach and marketing campaigns as well as execute existing ones; provide brand planning and project management activities; and plan, create and implement robust media strategies and buys.

4. BACKGROUND

The Southern Nevada Water Authority (SNWA) is a cooperative agency formed in 1991 to address Southern Nevada’s unique water needs on a regional basis.

The SNWA is governed by seven-member agencies, comprised of representatives from the following:

- Big Bend Water District
- Boulder City
- Clark County Water Reclamation District
- City of Henderson
- City of Las Vegas
- Las Vegas Valley Water District
- City of North Las Vegas

The member agencies provide water and/or wastewater services to Southern Nevada.

The SNWA’s mission is to sustainably manage the region’s water resources and develop solutions to ensure high-quality water and adequate future water supplies for the Las Vegas Valley, while managing progressive and comprehensive water conservation programs.

The SNWA's areas of responsibility include:

- Managing all water supplies available to Southern Nevada through an approved water budget
- Managing regional water resource and conservation programs
- Ensuring regional water quality as determined by state and federal standards
- Allocating and distributing among water purveyors Colorado River water and any other water that becomes available to Southern Nevada
- Long-term water resource planning
- Presenting a unified position on water issues facing Southern Nevada
- Building and operating regional facilities to provide a reliable drinking water delivery system to all member agencies
- Implementing sustainable practices to protect environmental and natural resources

5. SCOPE OF WORK/PROJECT

The Awardee will assist the Southern Nevada Water Authority with building upon and expanding SNWA's strategic initiatives to educate the region's residents and businesses related to water quality and the importance of ongoing water conservation efforts and programs to contribute to the valley's long-term water security.

A. Existing outreach and marketing campaigns include:

- **Compliance:** [Reality Check](#) - Urging the community to comply with the mandatory seasonal watering schedule and time of day restrictions:
 - Fall/Spring – assigned 3 days a week
 - Winter – assigned 1 day a week
 - Summer – no more than 6 days a week and no watering from 11 am - 7 pm
 - And never on Sundays
- **Water Waste:** [Wasted Water](#) - Educating the community on the importance of water conservation and eliminating water waste through fines and other tactics
- **Water Smart Innovations:** [Motherboard](#) - Promoting the international urban water-efficiency conference and expo
- **Business Rebates:** [Testimonials](#) - Increasing participation in incentive and rebate programs offered to businesses and commercial customers such as Water Smart Landscapes and water-efficient devices and technologies
- **Residential Water Smart Landscapes:** [Origami](#) - Encouraging customers to upgrade useless grass to water-efficient landscapes through the incentive program
- **Water Quality:** [The Numbers Make It Clear](#) - Educating the public about the quality of Southern Nevada's drinking water with a focus on separating taste and safety

B. The following public outreach campaigns will likely be updated and/or developed over the next three years:

- Compliance
- Water Waste
- Water Quality
- Others as needed

C. Services (in order of significance) to be provided by the selected agency include, but are not limited to the following and will be directed by SNWA staff:

Media Planning and Buying

- Develop and execute media strategies and KPIs to reach identified objectives
- Create and implement media plans to support major initiatives that include traditional media, digital media, paid social media and launch activation ideas
- Secure media placements and traffic ads to all media partners to implement approved media plans
- Perform ongoing monitoring, optimization, analytics and measurement of media plans and placements
- Research media trends, market conditions, competitive spending and demographic/psychographic data to inform media strategies and tactics
- Provide media recommendations/POVs as needed
- Develop and maintain creative/media grid with deadlines and specs
- Negotiate, track, and coordinate paid partnership benefits (may also be conducted by the Owner)
- Negotiate added value and trade promotions

Account Management

- Provide project management services
- Create and monitor budgets and timelines in partnership with SNWA
- Develop goals, objectives and strategies in partnership with SNWA
- Develop marketing and communication plans in partnership with SNWA
- Coordinate key message development in partnership with SNWA
- Coordinate appropriate, accurate invoicing
- Coordinate and lead meetings for strategic planning, team updates and project initiation
- Provide high-level strategic recommendations including but not limited to measurement frameworks, channel strategies and brand platforms
- Identify cross-promotion opportunities within the market

Creative Strategy and Development

- Develop creative briefs for new campaigns
- Develop creative campaign concepts
- Provide creative production/content (broadcast, print, digital, social, out-of-home) development services including project coordination
- Provide consultation/feedback on Owner's internal creative production
- Coordinate market testing to identify the effectiveness of concepts before implementation as needed

RATES AND FEES

Based on the anticipated number of hours devoted to SNWA's advertising and public education campaigns, the Owner will compensate the Awardee through a monthly agency service fee for administrative and professional services. Outlays related to advertisement placement, production, and creative development will be compensated on an individual basis. SNWA's marketing and advertising budget may not be fully allocated and expenditures will be based on annual needs.

Services provided under this agreement are not to exceed \$3 million annually.

The proposed term of the agreement is July 1, 2021 to June 30, 2022 with two 1-year renewal options.

6. DESIGNATED CONTACTS

SNWA's representative for questions pertaining to this RFP is Veronica "Ronni" Kammler, Purchasing Analyst, (702) 258-2465, veronica.kammler@lvvwd.com. This representative will respond to questions concerning the scope of work and the selection process for this RFP.

7. CONTACT WITH OWNER DURING RFP PROCESS

Communication between a Proposer and a member of the Governing Body or between a Proposer and a non-designated Owner contact regarding the selection of a Proponent or award of this contract is prohibited from the time the RFP is advertised until the item is posted on an agenda for the selection of a Proponent or award of the contract. Questions pertaining to this RFP shall be addressed to the designated contact(s) specified in the RFP document. Failure of a Proposer or any of its representatives, to comply with this paragraph may result in their proposal being rejected.

8. TENTATIVE DATES AND SCHEDULE

RFP Go-live: January 14, 2021

Pre-Proposal Meeting: January 28, 2021, 2:00 PM, online via a scheduled Microsoft TEAMS Meeting.

Last Day to Ask Questions: February 4, 2021

Last Day SNWA Will Provide Addendum: February 11, 2021

Proposal Due Date: February 18, 2021, 10:00 AM Pacific Time

Finalists Selection: March 2021

Finalists Oral Presentations: March 2021, if requested by SNWA

Final Proposer Selection: March - April 2021

Contract Negotiations: April 2021

Approval & Award of the Final Contract(s): May 2021

9. METHOD OF EVALUATION AND AWARD

As the services requested in this RFP are considered to be professional in nature, award will be in accordance with the provisions of the Nevada Revised Statutes, Chapter 332, Purchasing: Local Governments, Section 332.115.1(b).

The submitted proposals will be reviewed individually by SNWA assigned staff members ("Evaluation Committee"). The finalists may be requested to perform a formal presentation and/or an oral interview. The Evaluation Committee may review the RFP's as well as any requested presentations and/or oral interviews to gather information that will assist in making the recommendation for award.

SNWA reserves the right to award an agreement based on objective and/or subjective evaluation criteria. This contract will be awarded on the basis of which proposal SNWA deems best suited to fulfill the requirements of the RFP. SNWA also reserves the right not to make an award if it is deemed that no single proposal fully meets the requirement of this RFP.

The proposed rates and any other proposed costs and fees may be subject to negotiation with the Proposer(s) by an appointed SNWA representative.

10. SUBMITTAL REQUIREMENTS

Electronic Proposals through Bonfire System.

- A. Prepare your submission materials. The RFP has several required documents that must be uploaded into the Bonfire System. Please review the Requested Information in this RFP and the Bonfire System requested information. The maximum file size is 1,000 MB. **Please do not embed any documents within the Questionnaire file or within your uploaded files, as they will not be accessible or evaluated.**

Requested information will include the information and documentation requested within the Requested Information section of the Bonfire System. All other documents you wish to include with your proposal will be loaded into the Other Response Documentation area, noting the name of the file/document in the appropriate area of the Questionnaire.

The Questionnaire Response Template can be obtained at <https://lvvwd.bonfirehub.com/opportunities>. Please note that Questionnaires may take a significant amount of time to prepare.

- B. Upload your proposal at: <https://lvvwd.bonfirehub.com/opportunities>. Your submission must be uploaded, submitted, and finalized prior to the Closing Time noted above. **We strongly recommend that you give yourself sufficient time and at least ONE (1) day before Closing Time to begin the uploading process and to finalize your submission.**

- C. Important Notes. Each item of Requested Information will only be visible to the Evaluation Committee after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

- D. Need Help? SNWA uses the Bonfire System for accepting and evaluating proposals digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>.

Proposers shall be wholly responsible for the timely delivery of submitted proposals.

11. WITHDRAWAL OF PROPOSAL

Proposer may withdraw a proposal prior to the scheduled proposal Closing Time. Proposals must be re-submitted prior to the scheduled Closing Time. After the Closing Time, no proposal may be withdrawn for a period of ninety (90) days.

12. REJECTION OF PROPOSAL

SNWA reserves the right to reject any and all proposals received by reason of this request.

13. PROPOSAL COSTS

There shall be no obligation for SNWA to compensate Proposer for any costs of responding to this RFP.

14. ALTERNATE PROPOSALS

Alternate proposals are defined as those that do not meet the requirements of this RFP. Alternate proposals may not be considered.

15. ADDENDA AND INTERPRETATIONS

If it becomes necessary to revise any part of the RFP, a written addendum will be provided to all Proposers in written form. SNWA is not bound by any specifications by SNWA's employees, unless such clarification or change is provided to Proposers in written addendum form.

16. PUBLIC RECORDS

SNWA is a public agency as defined by state law, and as such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under that law, all of SNWA's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. However, in accordance with NRS 332.061(2), a proposal that requires negotiation or evaluation by COUNTY may not be disclosed until the proposal is recommended for award of a contract. Proposers are advised that once SNWA receives a proposal, its contents will become a public record and nothing contained in the proposal will be deemed to be confidential except proprietary information. Proposers shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information.

If a Proposer feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection:

Proposer must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number prior to the Closing Time. The envelope must contain a letter from the Proposer's legal counsel describing the documents in the envelope, representing in good faith that the information in each document meets the narrow definitions of proprietary information set forth in NRS 332.025, 332.061 and NRS Chapter 600A, and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, SNWA will open the envelope to determine whether the procedure described above has been followed.

Any information submitted pursuant to the above procedure will be used by SNWA only for the purposes of evaluating proposals and conducting negotiations and might never be used at all.

If a lawsuit or other court action is initiated to obtain proprietary information, a Proposer who submits the proprietary information according to the above procedure must have its legal counsel intervene in the court action and defend the secrecy of the information. Failure to do so shall be deemed Proposer's consent to the disclosure of the information by SNWA, Proposer's waiver of claims for wrongful disclosure by SNWA, and Proposer's covenant not to sue SNWA for such a disclosure.

Proposer also agrees to fully indemnify SNWA if SNWA is assessed any fine, judgement, court cost or attorney's fees as a result of a challenge to the designation of information as proprietary.

17. **COLLUSION**

Any evidence of agreement or collusion among Proposers and prospective Proposers acting to illegally restrain freedom from competition by agreement to offer a fixed price, or otherwise, will render the offers of such Proposers void. Advance disclosures of any information to any particular Proposers which gives that particular Proposer any advantage over any other interested Proposers, in advance of the opening of proposals, whether in response to advertising or an employee or representative thereof, will operate to void all proposals of that particular proposal solicitation or request.

18. **AGREEMENT**

A sample of the Owner's Standard Agreement to provide Professional Services is attached. Any proposed modifications to the terms and conditions of the Owner's Standard Agreement are subject to review and approval by SNWA's General Counsel. Proposers are advised that any exception that is determined to be material may be grounds for elimination in the selection process.

19. **REQUESTED INFORMATION**

In order to effectively compare proposals, and evaluate them uniformly and objectively, all proposals must be submitted in accordance with the requested format identified below. Each question should be restated and followed by the Proposer's corresponding response. No extraneous information or non-requested services should be included. Proposals shall contain the following information.

A. Executive Summary

Describe the general background and history of your firm including name, year established, location of all offices (locally, statewide and nationally), duration of performing outreach and support services and any projected changes in your organization in the foreseeable future. Discuss company overall philosophy and approach, various client base, and significant achievements or awards.

B. Experience

Provide a summary of all projects your firm has performed in the past three years that involved developing outreach support for water-related, public utility, and/or government agency programs.

Explain your client's overall goals and your approach in meeting them. Indicate the contract dollar amount and the time allotted by your firm for each project.

Describe the scope of work performed and deliverables in detail and include dates of the contract, all products and services delivered, and the name and telephone number of the principal client contact. Each project outlined shall include the measured outcomes your client achieved as a direct result of the implementations of the campaigns. The principal contact should be familiar with all aspects of the projects that your firm worked on.

Attach a portfolio representing no less than three of the projects referenced by the Proposer in response to the first paragraph in this section, the portfolio should include a brief summary of the project, campaign material created, and any other pertinent information the Proposer would like to include.

C. Staff Qualifications and Availability

Identify the specific individual who will be the account manager(s) for this project and the key staff, supervisors and specifically describe the core team who will perform the work. Detail their relevant experience, background and qualifications. Explain why they were selected for this account. Upload professional resumes of the key staff, as a single file, within the "Requested Information/Other Response Documents" section of the Bonfire System (identify in the "comment" field section of the spreadsheet that you have provided the requested information).

Indicate present number of outreach and support personnel and workload of the proposed project staff to demonstrate their ability to devote sufficient time to the overall account.

Although there is no requirement for a local office in this request, the successful Proposer will be required to attend on site meetings which may require extended stays in Las Vegas. Confirm your ability to adhere to this requirement.

D. Conceptual Work Plan

Provide a detailed proposed work plan, including an example of a media buy, to accomplish the proposed program objectives as detailed in Section 5., Scope of Work/Project. This should include a thorough explanation of the Proponent's understanding of SNWA's water-related programs, goals and achievements, history, and regional issues in addition to the items outlined in the Background and Objectives section described in this RFP. Demonstrate an understanding of the requirements and procedures to be applied in completing the services and

describe any use of outside specialists that will be required. Identify the percentage of work that will be performed locally, statewide, and nationally.

E. Unique Qualifications

In two (2) pages or less, state what uniquely qualifies your firm for servicing this project/account. What would be the convincing arguments for selecting your firm?

F. Affiliations

If any of the services are to be accomplished through an affiliation or joint venture of several firms, furnish the names and addresses of those firms and indicate which tasks each firm would be responsible for. Submit staff specific resumes as required in 19c. To ensure consistency and quality of deliverables, joint ventures or affiliations should remain constant throughout the contract. No substitutions or deviations to firms will be allowed without written prior Owner approval with substantial justification.

G. Compliance with the OWNER's Standard Agreement

Indicate any exceptions that your firm would have to take in order to accept the attached Standard Agreement and insurance requirements. Be advised that any exception that is determined to be material may be grounds for elimination in the selection process. Alternate boilerplate terms and conditions from Proposer should not be included with proposals and may be grounds for rejection.

H. Notices

Submit a list of any citations, notices of violation, legal proceedings, or project terminations that any Federal, State or local regulatory agency or department, or corporation or individual has issued to the Proposer or any employee of the Proposer in the past three (3) years.

I. Project Fees

Provide your detailed billing methodology, cost, calculations, and markup, if any, for:

1. Agency Fee
2. Composition
3. Paid Media
4. Proofing
5. Expenses
6. Outside Production Services
7. Inside Production Services
8. Retainer (Monthly) if Applicable
9. Other

J. Other

Proposer may include in this section other pertinent information regarding capability, competence, and performance record to satisfactorily provide the services described herein.

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES

This Agreement is made and entered into by and between _____, hereinafter called "CONSULTANT," and the Southern Nevada Water Authority, a political subdivision of the State of Nevada, hereinafter called the "AUTHORITY." CONSULTANT and AUTHORITY are sometimes hereinafter referred to individually as "Party" and collectively as the "Parties." The term "AUTHORITY" also refers to staff of AUTHORITY acting within their designated authority and duties. The "Effective Date" is July 1, 2021.

WITNESSETH:

WHEREAS, AUTHORITY desires to obtain professional services as more specifically described herein, and

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

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

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

1. SCOPE OF SERVICES:

- 1.1. CONSULTANT shall provide any requested services, hereinafter referred to as "Services" or "Work," as described and within the time indicated in **Exhibit A**, which is attached herewith and made a part of this Agreement. Except as otherwise provided in this Agreement, if any provision contained in this Agreement conflicts with any provision in any of the attached Exhibits, the provision contained in this Agreement shall govern and control.
- 1.2. All Services performed shall be subject to the cost ceiling contained in Paragraph 4 hereof and subject to AUTHORITY's directions respecting priorities. CONSULTANT will furnish professional Services in the amount necessary to complete, promptly and effectively, the Work assigned under this Agreement. All of the Services shall be performed by CONSULTANT or an approved subcontractor.
- 1.3. In performing Services under this Agreement, CONSULTANT shall observe and abide by the terms and conditions of all applicable laws, regulations, ordinances, or rules of the United States, of the State of Nevada, of any political subdivision thereof, and of any other duly constituted public authority or agency. CONSULTANT shall be responsible for obtaining any license, permit or other approval as required by law or otherwise, arising out of the Services to be performed hereunder.
- 1.4. CONSULTANT has, or will secure at its own expense, the qualified personnel required to perform the Services assigned under this Agreement. Such personnel shall not be employed by the United States; the State of Nevada; Clark County, Nevada; Las Vegas Valley Water District, Southern Nevada Water Authority, or any other political subdivision of the State of Nevada.

2. PERIOD OF PERFORMANCE:

This Agreement shall become effective as of the Effective Date and shall remain in effect for one year, with the option to renew for two 1-year periods, unless terminated in accordance with the terms of this Agreement. During this period, CONSULTANT agrees to provide Services as required by AUTHORITY within the scope of this Agreement. Notice of AUTHORITY's decision to renew the Agreement shall be given to CONSULTANT no later than 30 days prior to expiration of the Agreement.

3. COMPENSATION:

- 3.1. In consideration for completion of all duties and responsibilities under this Agreement, AUTHORITY agrees to pay CONSULTANT, in accordance with Exhibit A, for Work completed to AUTHORITY's satisfaction.
- 3.2. CONSULTANT shall provide itemized monthly invoices for Services performed during the previous month. Invoices are to be submitted to AUTHORITY in accordance with the Notice provisions of this Agreement and must reference the name and Effective Date of the Agreement. A copy of any invoice received from subcontractors used by CONSULTANT shall be included.

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

4. **LIMITATION ON COSTS:**

The total cost of Services provided under this Agreement shall not exceed \$_____ per contract year.

5. **RESPONSIBILITIES OF CONSULTANT:**

- 5.1. CONSULTANT shall appoint a Manager who will manage the performance of Services. All of the Services specified by this Agreement shall be performed by the Manager, or by CONSULTANT's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of CONSULTANT be unable to complete his or her responsibility for any reason, CONSULTANT must obtain written approval by AUTHORITY prior to replacing him or her with another equally qualified person. If CONSULTANT fails to make a required replacement within 30 calendar days, AUTHORITY may terminate this Agreement.
- 5.2. CONSULTANT agrees that its officers and employees will cooperate with AUTHORITY in the performance of Services under this Agreement and will be available for consultation with AUTHORITY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- 5.3. CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all Services furnished by CONSULTANT, its subcontractors and their principals, officers, employees and agents under this Agreement. In performing the Services, CONSULTANT shall follow practices consistent with generally accepted professional and technical standards.
- 5.4. It shall be the duty of CONSULTANT to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. CONSULTANT will not produce a work product which violates or infringes on any copyright or patent rights. CONSULTANT shall, without additional compensation, correct or revise any errors or omissions in its work products.
- 5.4.1. Permitted or required approval by AUTHORITY of any products or services furnished by CONSULTANT shall not in any way relieve CONSULTANT of responsibility for the professional and technical accuracy and adequacy of its work.
- 5.4.2. AUTHORITY's review, approval, acceptance, or payment for any of CONSULTANT's Services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and CONSULTANT shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to AUTHORITY caused by CONSULTANT's performance or failures to perform under this Agreement.
- 5.5. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by CONSULTANT for AUTHORITY relating to the Service and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by CONSULTANT to parties other than AUTHORITY shall become the property of AUTHORITY and shall be delivered to AUTHORITY's representative upon completion or termination of this Agreement, whichever comes first. CONSULTANT shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by AUTHORITY. AUTHORITY shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- 5.6. The rights and remedies of AUTHORITY provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Agreement.

6. **RESPONSIBILITIES OF AUTHORITY:**

- 6.1. AUTHORITY agrees that its officers and employees will cooperate with CONSULTANT in the performance of the Services and will be available for consultation with CONSULTANT at such reasonable times with advance notice as to not conflict with other responsibilities.
- 6.2. The Services performed by CONSULTANT under this Agreement shall be subject to review for compliance with the terms of this Agreement by AUTHORITY's representative, SAMPLE SAMPLE, None, telephone number (XXX) XXX-XXXX or their designee. AUTHORITY's representative may

delegate any or all of his/her responsibilities under this Agreement to appropriate staff members.

- 6.3. AUTHORITY shall assist CONSULTANT in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the Services.
- 6.4. CONSULTANT will not be responsible for accuracy of information or data supplied by AUTHORITY or other sources to the extent such information or data would be relied upon by a reasonably prudent CONSULTANT.

7. TRUTH-IN-NEGOTIATION CERTIFICATION:

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

8. INDEPENDENT CONTRACTOR – NO JOINT VENTURE:

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

9. INTELLECTUAL PROPERTY ACKNOWLEDGMENT:

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

- 9.1. All content developed on behalf of AUTHORITY, in whole or in part, solely or jointly by CONSULTANT and all of CONSULTANT's employees, associates or subcontractors assisting in creating developments and/or other work product, whether or not copyrightable or otherwise protected, including, without limitation, advertisements and marketing material ("Work Product") arising from Services performed pursuant to, or arising out of the AUTHORITY's engagement of CONSULTANT, or previously conceived in anticipation of work to be performed in regard to AUTHORITY's engagement of CONSULTANT, shall be deemed "work made for hire" as defined in the copyright laws of the United States of America (17 U.S.C. §101 et seq.) and AUTHORITY shall own all right, title, and interest, including, without limitation, all copyrights and other intellectual property right, title, and interest ("Right") in and to the Work Product.
- 9.2. To the extent that CONSULTANT is deemed to have or retain any Right or otherwise possess any Right in and to any Work Product, CONSULTANT hereby assigns, transfers, and conveys, all such Right to AUTHORITY.
 - 9.2.1. CONSULTANT shall execute all documents and undertake all actions necessary to clarify that the AUTHORITY maintains the ownership of all of the Work Product and to allow AUTHORITY to apply for registrations of the Work Product, as well as maintain any registrations gained, including, without limitation, the Intellectual Property Assignment set forth in Paragraph 10.
- 9.3. CONSULTANT hereby waives and releases any claim of infringement of any Right of CONSULTANT (whether based in any intellectual property Right, other proprietary interest whatsoever, or fiduciary theory) in, to or respecting any Work Product (including, without limitation, any claim based on any CONSULTANT's rights in any Work Product which may be construed as "works of visual art" as defined in the Visual Arts Rights Act of 1990, 17 U.S.C. 106A) and shall never challenge nor dispute AUTHORITY's Right in and to the Work Product.

10. INTELLECTUAL PROPERTY ASSIGNMENT:

In consideration of the covenants, representations and warranties set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONSULTANT hereby sells, conveys, transfers and assigns to AUTHORITY all of CONSULTANT's right, title, license and interest (including, without limitation, all intellectual property right, title, license and interest) in and to any and all Work Product designed, developed, or created by CONSULTANT or otherwise arising out of the CONSULTANT's

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

11. INTERPRETATION:

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

12. CONFLICT OF INTEREST:

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

13. PROHIBITION AGAINST COMMISSION FOR OBTAINING AGREEMENT:

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

14. PROHIBITION AGAINST INTEREST BY GOVERNMENT EMPLOYEES:

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

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

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

15. COMPLETENESS AND ACCURACY OF CONSULTANT'S WORK:

15.1. 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.

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

16. INDEMNIFICATION:

CONSULTANT shall indemnify, hold harmless, and defend without cost to AUTHORITY, its Board of Directors and its officers, agents, and employees ("AUTHORITY Parties"), against any and all losses, claims, costs, damages, actions, proceedings, and liability arising out of, resulting from, or in any way incidental to

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

17. SCHEDULE FOR PERFORMANCE OF SERVICES:

17.1. Time is of the essence in this Agreement.

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

17.3. In the event that CONSULTANT fails to complete the Services within the time specified in the Agreement, or with such additional time(s) as may be granted in writing by AUTHORITY or fails to execute the Services, or any separable part thereof, with such diligence as will insure its completion within the time specified in the Agreement or any extensions thereof, CONSULTANT shall pay to AUTHORITY as liquidated damages (but not as a penalty) the sum of [ENTER AMT] for each calendar day of delay until such reasonable time as may be required for final completion of the work, together with any increased costs incurred by AUTHORITY in completing the Services. AUTHORITY has the discretion to allow Liquidated Damages to accrue without collecting and by doing so does not waive its right to collect Liquidated Damages.

18. INSURANCE:

18.1. General:

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

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

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

18.1.3. AUTHORITY 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 AUTHORITY in writing. Nothing contained in this Paragraph is to be construed as limiting the extent of CONSULTANT's or subcontractor's liability for claims arising out of this Agreement.

CONSULTANT and subcontractor shall be responsible for insuring all of its own personal property, tools and equipment.

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

18.1.5. 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 AUTHORITY.

18.2. Evidence of Insurance:

18.2.1. 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.

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

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

18.2.4. All insurance policies shall require the insurer to provide a minimum of 60 calendar days' prior notice to AUTHORITY for any material change in coverage, cancellation, or non-renewal, except for non-payment of premium, for which the insurer shall provide 30 days' prior notice.

18.3. Insurance Coverages:

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

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

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

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

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

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

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

19. TERMINATION:

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

20. REVIEWS:

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

21. CONFIDENTIALITY AND RELEASE OF INFORMATION:

Through the terms of this Agreement, CONSULTANT may furnish AUTHORITY with information that CONSULTANT has independently determined to be confidential under Nevada law and that CONSULTANT will label "Confidential Information". "Confidential Information" means confidential and proprietary information of CONSULTANT that is disclosed to AUTHORITY which, in the case of written information, is marked "confidential" and which, in the case of information disclosed orally, is identified at the time of the disclosure as confidential and will be summarized and confirmed in writing as such by CONSULTANT to AUTHORITY within 30 calendar days of the disclosure. Confidential Information shall not include information that: (1) is now or subsequently becomes generally available to the public through no fault or breach of AUTHORITY; (2) AUTHORITY can demonstrate to have had rightfully in its possession prior to disclosure by CONSULTANT; (3) is independently developed by AUTHORITY without the use of any Confidential Information; or (4) AUTHORITY rightfully obtains from a third party who has the right to transfer or disclose it.

AUTHORITY and CONSULTANT recognize AUTHORITY's duties under the Nevada Public Records Act and do not, by this Agreement, intend to alter AUTHORITY's duties thereunder or to require AUTHORITY to do, or refrain from doing, anything contrary to the Nevada Public Records Act. AUTHORITY'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 AUTHORITY's Office of General Counsel determines that any document or record supplied by CONSULTANT and marked "confidential" is determined to be a public record AUTHORITY may disclose that document or record to the extent required by the Nevada Public Records Act with prior notice to CONSULTANT. Upon receipt of any request for Confidential Information, this Agreement, or any part thereof, the AUTHORITY will promptly forward the request to CONSULTANT and work with CONSULTANT in good faith to minimize the extent of the disclosure to the extent requested by CONSULTANT and permitted by the Nevada Public Records Act.

Further, CONSULTANT shall make public information releases only as provided for and in accordance with this Agreement. Any and all other public releases of information gathered, obtained, or produced during the performance of this Agreement must be specifically approved in writing by AUTHORITY 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 AUTHORITY. Such public releases of information shall include, but are not limited to, publication in any book, newspaper, magazine, professional or academic journal, the Internet, radio, television, and presentations to professional, academic, and/or other groups or conferences.

22. USE OF MATERIALS:

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

23. DATA PRIVACY AND SECURITY:

- 23.1. Nevada's data security laws (NRS Chapter 603A) require businesses to implement and maintain reasonable security measures and to encrypt Personal Information before electronically transmitting it outside of an internal secured network. "Personal Information" is a natural person's first name or first initial and last name in combination with any one or more of the following data elements: 1) social security number; 2) driver's license number or identification card number; or 3) account number, credit card number or debit card number, in combination with any required security code, access code or password that would permit access to the person's financial account; 4) medical or health insurance identification number; and 5) a user name, unique identifier or email address in combination with a password or other information that would permit access to an account. Civil penalties, including money damages, may be awarded to an aggrieved party for violation of this law.
- 23.2. CONSULTANT shall comply with Nevada's data security laws and with the terms and conditions set forth in this Agreement in its collection, receipt, transmission, storage, disposal, use and disclosure of Personal Information transmitted to it by AUTHORITY.
- 23.3. CONSULTANT shall ensure that AUTHORITY data is stored only in data center(s) that are subject to United States federal jurisdiction.
- 23.4. CONSULTANT shall maintain a written information security program including appropriate policies and procedures.
- 23.5. CONSULTANT shall implement administrative, physical and technical safeguards to protect Personal Information from unauthorized access, acquisition or disclosure, destruction, alteration, accidental loss, misuse or damage that are no less rigorous than accepted industry practices, and shall ensure that all such safeguards, including the manner in which Personal Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.
- 23.6. CONSULTANT agrees to notify the AUTHORITY without unreasonable delay and in the most expedient time possible of a security breach where unencrypted Personal Information transferred to CONSULTANT by the AUTHORITY was or is reasonably believed to have been acquired by an unauthorized person.

24. RECORDS:

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

25. ASSIGNMENT:

CONSULTANT shall not assign or transfer its interest in this Agreement without the prior written consent of AUTHORITY. If 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:

- 27.1. CONSULTANT and any subcontractor working under the authority of CONSULTANT, who is responsible for the selection, referral, hiring, or assignment of workers for the Services provided pursuant to this Agreement, is required to comply with all applicable provisions of Title VII of the Civil Rights Act of 1964, Age Discrimination in Employment Act, the Civil Rights Act of 1991, the Equal Pay Act, Title I of the Americans with Disabilities Act and all associated rules and regulations.
- 27.2. 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 AUTHORITY may declare CONSULTANT in breach of the Agreement, terminate the Agreement, and designate CONSULTANT as non-responsible.

28. EQUAL EMPLOYMENT OPPORTUNITY:

- 28.1. CONSULTANT and any subcontractor working under the authority of CONSULTANT, who is responsible for the selection, referral, hiring, or assignment of workers for the Services provided pursuant to this Agreement, is required to comply with all applicable provisions of Title VII of the Civil Rights Act of 1964. This requirement includes compliance with Equal Employment Opportunity Commission regulations that prohibit discrimination based upon race, color, religion, sex, or national origin. Furthermore, CONSULTANT shall in all relevant manners comply with the Age Discrimination in Employment Act, the Civil Rights Act of 1991, the Equal Pay Act, and Title I of the Americans with Disabilities Act.
- 28.2. CONSULTANT shall make all necessary documentation as required to comply with the Acts referred to above and shall make such documentation immediately available to AUTHORITY upon AUTHORITY's request. 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 AUTHORITY and 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 CONSULTANT or AUTHORITY, 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:

Attention:

,
[email address]

To AUTHORITY:

Southern Nevada Water Authority
Attention: SAMPLE SAMPLE
1001 South Valley View Boulevard
Las Vegas, Nevada 89153
[email]

With copy to:

Southern Nevada Water Authority
Attn: General Counsel
1001 South Valley View Boulevard, MS 480
Las Vegas, Nevada 89153
generalcounsel@lvvwd.com

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

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

38. AMENDMENT:

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

39. AUDITS:

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

40. SURVIVAL:

Subject to the limitations and other provisions of this Agreement, the obligations contained in: (a) Paragraph 40 (Audits) of this Agreement will survive the expiration or earlier termination of this Agreement for a period of 12 months after such expiration or termination; and, (b) Paragraphs 9 (Intellectual Property Acknowledgment), 10 (Intellectual Property Assignment), 16 (Indemnification), 21 (Confidentiality and Release of Information), 23 (Data Privacy and Security), 29 (Applicable Law), 30 (Venue), and 31 (Attorney's Fees) of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, will survive the expiration or earlier termination of this Agreement indefinitely.

41. COMPANIES THAT BOYCOTT ISRAEL:

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

42. ELECTRONIC SIGNATURES:

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

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

[LEAVE ALL FIELDS BELOW BLANK – TO BE COMPLETED USING ADOBE SIGN]

SOUTHERN NEVADA WATER AUTHORITY

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

EXHIBIT A
SCOPE OF SERVICES

To be determined

RATES AND FEES

To be determined

SAMPLE