

LEAK REPAIR PROGRAM FUNDING AGREEMENT

This Leak Repair Program Funding Agreement ("Agreement") is entered into this ____ day of _____, 2024, between The City of Las Vegas, a municipal corporation of the State of Nevada ("Recipient") and the Las Vegas Valley Water District, a political subdivision of the State of Nevada ("District"). The Recipient and the District are sometimes referred to individually as "Party" and collectively as the "Parties."

RECITALS

1. The District established a Leak Repair Assistance Program to provide funds to partner agencies that will assist District customers who have significant plumbing leaks but lack the financial means to effectuate repairs.
2. Recipient will offer financial and technical assistance to eligible households through its Drip Repair and Intervention Program (DRIP) and assist homeowners repair plumbing leaks and reduce water waste in the Las Vegas Valley.

AGREEMENT

1. **Recitals.** The Recitals are contractual, incorporated by this reference, and form the basis for this Agreement.
2. **Purpose.** This Agreement, including the Program Parameters described in Exhibit A, sets forth the terms and conditions and establishes the responsibilities of the Parties, whereby the District will provide funding, in an amount not to exceed \$500,000 in a 12-month period, to the Recipient for the purpose of funding Recipient's own leak repair assistance program that will help qualifying District customers locate and repair leaks, as more fully described in Exhibit A.
3. **Cost Sharing.** Recipient is not required to provide a matching contribution or cost-share component.
4. **Pre-Execution Costs.** The District-provided funds are not to be used by Recipient to pay for or to reimburse Recipient or any third party for any costs, fees or expenses incurred prior to the date of the mutual execution of this Agreement. Such costs are not allowable. District-provided funds may not be used for any purpose other than leak repair.
5. **Performance Period.** This Agreement becomes effective when it is executed by the District's duly authorized representative and countersigned by the Recipient's duly authorized representative. It will remain in effect for the earlier of twelve months from the mutual execution of this Agreement, the termination of this Agreement as set forth in Section 16, or upon exhaustion of the funds provided by District to Recipient.
6. **Reporting Requirements.** The Recipient bears the full responsibility for administering District-provided funds. The responsibility includes complete and accurate accounting for funds; ensuring expenditures and procurement activities follow generally accepted accounting principles and all other applicable laws and regulations and District requirements. This requirement also applies to the Recipient's contractors and their subcontractors. The Recipient must exercise prudent management oversight. Prevention of budget overruns or shortfalls is the responsibility of the Recipient. The Recipient will provide the District with monthly reports on the form prescribed by the District. Monthly reports must detail all costs, fees, and expenditures (including service receipts) and the remaining available fund balance. The Recipient shall maintain accounting records identifiable and trackable to the Agreement. Such records shall be maintained in accordance with the following:
 - A. Records may be destroyed not less than 6 years (unless otherwise stipulated) after the Recipient submits to the District the final financial and narrative reports, and shall make available to DISTRICT for inspection during business hours, all books, records, documents, and other evidence directly pertinent to performance under this Agreement upon reasonable notice
 - B. In all cases, an overriding requirement exists to retain records until resolution of any audit questions relating to this Agreement.

C. The Recipient must respond to all auditor inquiries. The Recipient is subject to inspection and audit by representatives of the District or other appropriate entity as required by law to audit the Recipient to: verify financial transactions and determine whether funds were used in accordance with applicable laws, regulations and procedures; ascertain whether policies, plans and procedures are being followed; provide management with objective and systematic appraisals of financial and administrative controls, including information as to whether operations are carried out effectively, efficiently and economically; and determine reliability of financial aspects of the conduct of the program. RECIPIENT agrees to provide DISTRICT any and all information reasonably requested that relates to the performance of this Agreement. All requests for information will be in writing to Recipient. 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

7. Indirect Costs. Indirect or overhead costs include, but are not limited to: a) secretarial or word processing services (normal, temporary, or overtime); b) any other staff charges for similar activities as filing or proofreading, regardless of when incurred; c) indirect and administrative overhead costs such as salaries and benefits; d) photocopy expenses; e) operational costs; f) travel costs; g) marketing expenses, and h) any other cost not directly attributable to the actual physical repair of a District-customer's leak. It is understood that the Recipient will incur some indirect or overhead expenses that are not directly attributable to or readily identified with the Leak Repair Assistance Program but are necessary to the performance of the program (i.e., administrative, and operational costs). However, the Recipient will use its best faith efforts to limit the expense of District funds on such costs and Recipient will ensure that in no event may more than 10 percent of the total monthly funds be utilized by Recipient to cover these costs. The Recipient's monthly reports to the District will break out such costs and ensure they do not exceed 10 percent.

8. Mutual Benefit. The Parties mutually agree that the subject of this Agreement is for the mutual benefit of the Parties and no further consideration is contemplated, other than that stated under this Agreement.

9. No Third-Party Beneficiaries. This Agreement shall not be deemed to be for the benefit of any entity or person who is not a Party to this Agreement, and this Agreement does not create any rights, benefits, or causes of action for any other person, entity, or member of the general public.

10. Recipient Liability and Indemnification of the District. Up to the limitation of law, including, but not limited to NRS Chapter 41, Recipient shall be responsible for all liability, claims, actions, damages, losses, and expenses caused by the negligence, errors, omissions, recklessness or intentional misconduct of it, its own officers, employees and agents, including contractors and plumbers arising out of, resulting from, or incidental to the obligations set forth in this Agreement.

The Recipient and the District do not waive and intend to assert all available defenses, including, but not limited to those provided in NRS Chapter 41.

11. Notices. 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 RECIPIENT or DISTRICT, either by personal delivery, via a scanned document sent via email, or by registered or certified mail, return receipt requested, addressed to the following addresses:

To the Recipient:

The City of Las Vegas
Department of Neighborhood Services
495 S. Main St.
Las Vegas, Nevada 89101
ppetrie@lasvegasnevada.gov

To the District: Las Vegas Valley Water District
Public Services Department – Kathy Flanagan
1001 S. Valley View Blvd. MS 760
Las Vegas, NV 89153
Kathy.Flanagan@lvvwd.com

With copy to: Las Vegas Valley Water District
Attn: General Counsel
1001 South Valley View Boulevard, MS 480
Las Vegas, Nevada 89153
generalcounsel@lvvwd.com

A Party may designate a new contact person under this provision for notices or change the address indicated above by notifying the other Party in writing.

12. **Successors.** This Agreement shall inure to the benefit of and bind the successors of the respective Parties hereto.

13. **Assignment.** The Parties shall not assign any of the rights nor delegate any of the duties under this Agreement without the express written consent of the other Party.

14. **Non-liability of Officials and Employees.** No official or employee of a Party hereto shall be personally liable for any default or breach by any Party hereto, for any amount, which may become due hereunder, or for any obligation under the terms of the Agreement.

15. **Amendments.** This Agreement may not be amended or modified except by written instrument, duly authorized by the authorized representatives of each Party hereto. Any other attempt at modification, amendment or extension of this Agreement shall have no force or effect and shall not be relied upon by any of the Parties.

16. **Termination.**

A. This Agreement may be TERMINATED by either party prior to the end of the term, provided the termination shall not be effective until 30 days after a Party has served written notice upon the other Party. This Agreement may be terminated by mutual consent of both Parties or unilaterally by either Party without cause. The Parties expressly agree that this Agreement shall be terminated immediately if for any reason the District, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired. Should the District terminate this Agreement, the Recipient will be released from its remaining unpaid obligations.

B. This Agreement may also be terminated by the District at any time during the term for the following reasons: (1) conduct that interferes with the administration of the funds; (2) illegal activity of any kind; (3) insolvency; (4) failure to disclose a conflict of interest; (5) influence by a gratuity; (6) any other violations of the terms of the Agreement; and (7) substantiated fraud, abuse, or misappropriation of funds.

C. The Recipient will determine prior to engaging in any repair project using the funds that the Recipient has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project. Any funds not obligated or expended for eligible uses by the end of the term of this Agreement must be returned to the District, including any unobligated or unexpended funds that have been provided to the Recipient's contractors or District customers, as part of the closeout process.

17. **Further Assurances.** Each undersigned Party will, except as otherwise provided herein, whenever it shall be necessary to do so by the other, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, documents as may be necessary or proper to effectuate the covenants, conditions and agreements herein provided.

18. **No Waiver.** No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, waiver of any other provision, whether similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver except as otherwise provided in this Agreement.

19. Execution in Counterparts; DocuSign. This Agreement may be executed in electronic form by DocuSign and/or in one or more counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute but one and the same instrument.

20. Governing Law and Venue. This Agreement shall be exclusively governed by and construed in accordance with the laws of the State of Nevada, without giving effect to its principles regarding conflicts of law. The courts of Clark County, situated in Las Vegas, Nevada, shall have sole and exclusive jurisdiction over any action or proceeding brought under or pursuant to this Agreement.

21. No Joint Venture. No joint venture is contemplated or established by this Agreement, and neither of the Parties shall be deemed to be the agent or representative of the other for any purpose by virtue of this Agreement.

22. Conflicts of Interest. The Recipient agrees to disclose any existing or potential conflicts of interest relative to the performance of services resulting from this Agreement. The District reserves the right to disqualify any grantee on the grounds of actual or apparent conflict of interest. The Recipient is responsible for notifying the District in writing of any actual or potential conflicts of interest that may arise during the term of this Agreement. Conflicts of interest include any relationship or matter which might place the Recipient, the Recipient's employees, or the Recipient's contractors or plumbers in a position of conflict, real or apparent, between their responsibilities under this Agreement and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or indirect financial interests, close personal relationships, positions of trust in outside organizations, consideration of future employment arrangements with a different organization, or decision-making affecting the Agreement or funds that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the Recipient, the Recipient's employees, or the Recipient's contractors in the matter. Upon receipt of such a notice, the District will consult to determine if a conflict of interest exists and, if so, if there are any possible actions to be taken by the Recipient, the Recipient's employee(s), or the Recipient's contractor(s) that could reduce or resolve the conflict. Failure to resolve conflicts of interest in a manner that satisfies the District may result in any of the remedies available to the District, Remedies for Noncompliance, including termination of this Agreement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of funding.

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

No employee or official of the District has any ownership or financial interest in the Recipient exceeding five percent.
No employee or official of the District has any involvement with the negotiation of this Agreement on behalf of the Recipient or involvement in the day-to-day activities of the Recipient.

23. Notice of Fraud. The Recipient must disclose, in a timely manner, in writing to the District all violations of criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement. Failure to make required disclosures can result in any of the remedies available to the District, including termination.

24. Insurance: The Recipient is self-insured. This self-insured liability program is established through a funded reserve system appropriately known as the "Self-Insurance Liability Trust Fund" and is supported by an annual budgetary allocation. Recipient shall provide District insurance at least equal to the insurance to which District would be entitled as an additional insured had City purchased General Liability and Automobile Liability Insurance each in an amount of not less than Two Million Dollars (\$2,000,000) combined single limit bodily injury and broad form property damage coverage, including broad form contractual liability. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis. Nothing herein shall be deemed to insure District against its sole negligence or willful misconduct.

25. DATA PRIVACY AND SECURITY:

- 25.1. Data security laws may 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.
- 25.2. Recipient does not intend to use or disclose any personally identifiable information to DISTRICT. However, in the event that such information is required to be disclosed, RECIPIENT shall comply with applicable data security laws and with the terms and conditions set forth in this Agreement in its collection, receipt, transmission, storage, disposal, use and disclosure of Personal Information transmitted to it by DISTRICT.
- 25.3. The Parties shall implement and maintain a written information security program including appropriate policies and procedures that are reviewed for new risk assessments at least annually.
- 25.4. The Parties 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.
- 25.5. Each Party agrees to notify the other Party without unreasonable delay and in the most expedient time possible of a security breach where unencrypted Personal Information transferred to a Party by the other Party was or is reasonably believed to have been acquired by an unauthorized person.

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:

- 28.1. Recipient and any subcontractor working under the District of Recipient, 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.

28.2. Recipient recognizes that if they or their subcontractors are found guilty by an appropriate District 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 RECIPIENT in breach of the Agreement, terminate the Agreement, and designate RECIPIENT as non-responsible.

28. EQUAL EMPLOYMENT OPPORTUNITY:

29.1. RECIPIENT 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, RECIPIENT 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.

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

29. NO THIRD-PARTY RIGHTS: This Agreement is not intended by the Parties to create any right in or benefit to parties other than DISTRICT and RECIPIENT. This Agreement does not create any third-party beneficiary rights or causes of action.

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

31. INTEGRATION: This Agreement contains the entire, integrated 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.

[Signatures on Next Page]

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

CITY OF LAS VEGAS

LAS VEGAS VALLEY WATER DISTRICT

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

Approved as to Form:
Carmen B. Gilbert 6/6/24
Carmen B. Gilbert Date
Deputy City Attorney

EXHIBIT A – Program Parameters

- The maximum total funding will be \$500,000 per 12-month period, effective on the execution date of the Agreement. Funds will be disbursed in \$50,000 increments, with additional funds provided as the Recipient provides documentation that it has expended more than 75 percent of the \$50,000 increment. For example, District will provide \$50,000 to Recipient. Once Recipient has expended all but \$12,500, District will fund an additional \$50,000. The Recipient must submit monthly reports on a form provided by or approved by the District. The monthly reports will include a narrative project status update of specific District customers and the status of their leak repairs, amounts paid to contractors for such repairs, scheduled milestones completed and in progress problems encountered and any significant budget risks.
- The Recipient will establish the eligibility requirements for District Customer applicants seeking leak repair assistance, with those terms subject to advance approval by the District. Eligibility requirements must include a maximum household income (mutually agreed upon by the Parties), subject to verification by the Recipient in advance of repair authorization.
- District customers will apply directly to the Recipient for financial assistance.
- The Recipient is subject to all applicable laws and regulations associated with discriminatory practices.
- The Recipient shall ensure that any contractors or plumbers performing repairs are properly licensed by the Nevada State Contractors Board.
- Upon receipt of an application, the Recipient will submit a request for verification to the District (Customer Care & Field Services Department) to establish that there is currently a continuous flow of water associated with that District Customer account. The District will respond to such requests within five (5) business days of receipt.
- Through this information request, the Recipient will also verify with the District that the applicant is the property owner and District Customer.
- Provided the applicant meets the Recipient's approved eligibility requirements, funds may be used to repair any type of leak (indoor or outdoor), including but not limited to service lines, pools, irrigation systems, water softeners, and plumbing fixtures.
- The maximum payment of expenses by Recipient for any single leak event may not exceed \$7,500 and will be limited to actions directly associated with repairing the leak.
- The District will not be party to any disputes or legal actions that may arise associated with authorized repairs, nor will it serve as a mediator in such proceedings. Any such dispute shall be Recipient's sole responsibility.
- Repairs must be completed within 90 days of the application approval date by Recipient to be eligible for funding; repair documentation must be provided to the District with the monthly report.
- Before Recipient pays the company responsible for making the repair, the Recipient must verify through an Information request to the District that the continuous flow of water has stopped. The District will respond to such requests within five (5) business days of receipt.
- If the property has a subsequent leak event, the property owner may apply separately to Recipient for that issue. A property owner may apply for leak repair assistance through Recipient's program no more than three times in a 12-month period.
- Upon the Recipient's request and subject to verification through monthly reports, the District will replenish funds in \$50,000 increments to a maximum annual value of \$500,000. Such transfers will require signatures from authorized parties from both the District and Recipient.

- Recipient may withdraw from the program at any time with written 30-day termination notice but will not officially be terminated until all pending repair projects are verified as completed and reimbursements provided. In such event, Recipient will return all unused funds to District.
- From the effective date of termination of the Agreement or completion of the 12-month term, the Recipient has 30 days to return any unused funds to the District.
- Improperly completed forms will be processed and will be returned for correction.