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

REGULAR MEETING
9:00 A.M. – AUGUST 5, 2025

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

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

John J. Entsminger,
General Manager

Date Posted: July 29, 2025

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

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

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

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

SOUTHERN NEVADA WATER AUTHORITY
100 N. CITY PARKWAY, SUITE 700
LAS VEGAS, NEVADA

REGIONAL JUSTICE CENTER
200 LEWIS AVENUE
LAS VEGAS, NEVADA

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

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

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

COMMENTS BY THE GENERAL PUBLIC

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

ITEM NO.

1. *For Possible Action*: Approve agenda with the inclusion of tabled and/or reconsidered items, emergency items and/or deletion of items, and approve the minutes from the joint meeting of May 19, 2025.

CONSENT AGENDA

Items 2 - 6 are routine and can be taken in one motion unless a Director requests that an item be taken separately.

2. *For Possible Action:* Approve and authorize the President to sign an interlocal agreement between the City of Las Vegas and the District for installation of water facilities for the Arts District Garage Project.

3. *For Possible Action:* Approve and authorize the President to sign, in substantially the same form as attached hereto, an interlocal agreement between the City of Las Vegas and the District for installation of water facilities for the Recuperative Care Center Project.

4. *For Possible Action:* Approve and authorize the President to sign, in substantially the same form as attached hereto, an interlocal agreement between the City of Las Vegas and the District for installation of water facilities for the Angel Park Renovation Project.

5. *For Possible Action:* Approve and authorize the General Manager to sign an agreement between the United States Army 63rd Readiness Division and the District to provide professional engineering services, supplies, and resources for maintenance, repair, and upgrades of water facilities at the Sloan Army Reserve Center.

6. *For Possible Action:* Authorize an increase in expenditures for the existing joinder agreement between Pioneer Americas LLC dba Olin Finance Company LLC and the District for sodium hypochlorite to a total amount not to exceed $1,500,000 annually.

BUSINESS AGENDA

7. *For Possible Action*: Approve and authorize the General Manager to sign an agreement between Ernst & Young LLP and the District for professional services related to the upgrade of Oracle Customer to Meter software in an amount not to exceed $2,100,000.

8. *For Possible Action:* Award a bid for the purchase of large ultrasonic potable water meters to Core & Main LP, authorize an initial annual amount not to exceed $845,000, which includes a contingency of approximately 5 percent; authorize line item price increases of up to 3 percent per year and a 5 percent contingency year over year for product volume increases; and authorize the General Manager to sign the purchase agreement.

9. *For Possible Action:* Reject the bid from M Con, Inc., and award a contract to Acme Underground, Inc., for the installation of a new pipeline and partial replacement of an existing pipeline, including appurtenances for future connections, in the amount of $1,481,289, authorize a change order contingency not to exceed $148,000, and authorize the General Manager to sign the construction agreement.

10. *For Possible Action:* Award a contract for infrastructure improvements in the vicinity of Rancho Drive and Shadow Lane, south of Charleston Boulevard to Byrd Underground, LLC, in the amount of $5,346,385, authorize a change order contingency not to exceed $530,000, and authorize the General Manager to sign the construction agreement.

COMMENTS BY THE GENERAL PUBLIC

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

JOINT MEETING OF THE
LAS VEGAS VALLEY WATER DISTRICT BOARD OF DIRECTORS
COYOTE SPRINGS WATER RESOURCES DISTRICT BOARD OF TRUSTEES
BIG BEND WATER DISTRICT BOARD OF TRUSTEES
SPECIAL MEETING
MAY 19, 2025
MINUTES

CALL TO ORDER	10:02 a.m., Commission Chambers, Clark County Government Center 500 S. Grand Central Parkway, Las Vegas, Nevada
DIRECTORS PRESENT	Marilyn Kirkpatrick, President Jim Gibson, Vice President April Becker Justin Jones William McCurdy Michael Naft Tick Segerblom
STAFF PRESENT	John Entsminger, Dave Johnson, Doa Ross, Greg Walch, Kevin Bethel

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

COMMENTS BY THE GENERAL PUBLIC

For full public comment, visit www.lvvwd.com/apps/agenda/lvvwd/index.cfml

Laura McSwain, 2727 Ashby Ave., with the Water Fairness Coalition, spoke on item #2, the adoption of the budget. She stated that both the LVVWD and SNWA budgets should be looked at in tandem for proper oversight and transparency. She stated that the documents provided for the hearing make assertions that cannot be justified, and she expressed frustration and disapproval of the Excessive Use Charge and conservation programs that she feels are damaging the landscape of Southern Nevada and adding to a heat island effect. She provided photos and comments for the board, which are attached to these minutes.

Pete Foley, 4512 Fernbrook Rd., spoke on item #2 and stated that members of the public were promised a full accounting of the uses of the Excessive Use Charge funds, but have still not received that information. He also stated that members of the public were promised to be participants in a discussion about water conservation and development in the community but have still not been invited to participate in that discussion. Mr. Foley stated that the reporting suggests that the Excessive Use Charge revenue is being merged into the regular income process, which was not the original and promised intent. He stated that the LVVWD appears to have a loose approach to monitoring its finances.

ITEM NO.

1. Approval of Agenda & Minutes

FINAL ACTION: A motion was made by Vice President Gibson to approve the agenda and the minutes from the joint meeting of April 21, 2025. The motion was approved.

2. Conduct a Public Hearing on the Tentative Budgets for the Las Vegas Valley Water District, the Coyote Springs Water Resources District, and the Big Bend Water District and adopt final budgets for Fiscal Year 2025/26.

John Entsminger, General Manager, addressed the Board of Directors, sitting as the board of the Las Vegas Valley Water District, the Coyote Springs Water Resources District and the Big Bend Water District, and presented each boards' Fiscal Year 2025-2026 tentative budgets. A copy of his presentation is attached to these minutes.

Mr. Entsminger began by providing highlights from the Las Vegas Valley Water District's 2024-2025 Fiscal Year and gave an overview of 2025-2026 LVVWD operating budget. He also gave a summary of the capital budget and its breakdown of sources and uses. The LVVWD budget overview showed that the budget reflects a balanced operating and capital budget and the District's ongoing capital initiatives. Mr. Entsminger also stated that the unrestricted reserves remain above the fund balance target and that staff will continue to monitor the influence of tariffs on the cost of materials.

Mr. Entsminger presented the Big Bend Water District's Fiscal Year 2025-2026 tentative budget. He mentioned that the Big Bend Water District system continues to operate at a financial deficit, although the deficit has been reduced since last year. He stated that the organization will need to engage with the community to find solutions to help increase revenues, as the system's operating costs are not being met by the current rate structure.

Finally, Mr. Entsminger presented the Coyote Springs Water Resources District's Fiscal Year 2025-2026 tentative budget.

There were no questions from the board, President Kirkpatrick opened the Public Hearing for the Tentative Budgets for the Las Vegas Valley Water District, the Coyote Springs Water Resources District, and the Big Bend Water District.

Laura McSwain followed up on her earlier comments and asked what was essential, pointing toward a half age ad in the *Las Vegas Review-Journal* and mailers reminding people to change their watering clocks, stating that these are big expenses. She feels that the District's dollars are not being properly deployed, and the budget presentation only operates as an executive summary. She encouraged the board to better scrutinize the District's budget.

Pete Foley expressed disappointment that there were no questions asked about how the Excessive Use Charge revenue is being spent. He asked for more transparency in the budget documents and respect for the community in fulfilling promises. He stated that the Excessive Use Charge is not a one-size fits all policy and that it disproportionately hits those who can afford it least.

Vice President Gibson requested that District staff present fiscal information on the Excessive Use Charge revenue and its use to the board at a future meeting.

As there were no additional comments, President Kirkpatrick closed the hearing.

Vice President Gibson made a motion to adopt the final budgets for the Las Vegas Valley Water District, the Coyote Springs Water Resources District, and the Big Bend Water District for fiscal year 2025/26. The motion was approved.

COMMENTS BY THE GENERAL PUBLIC

Diane Henry, 7525 Coley Ave., stated that the District's watering schedule advertisements are misleading, and she feels that it is a waste of ratepayer dollars. She expressed frustration about the Excessive Use Charge penalties.

Laura McSwain stated that she has attended the Nevada legislative session this year and is surprised by what the SNWA and LVVWD representatives attempt to submit in terms of having additional oversight. She hopes that there can be more transparency in the future. She stated that the amount of water that is available to the community and money that is being wasted by the District is puzzling.

Pete Foley stated that he is grateful for Vice President Gibson's request for a financial update but added that these promises have never been fulfilled in the past.

Adjournment

There being no further business to come before the board, the meeting adjourned at 10:30 a.m.

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

Public comment received for the 5/19/25 LVVWD Board of Directors meeting

Water Fairness
COALITION

LVVWD Meeting 05-19-2025 – Public Comment
Agenda Item 2 – Tentative Budget

Laura McSwain, Founder and President of the Water Fairness Coalition, Inc.
Representing the Coerced "Compliant", the "non-compliant" and the "price-insensitive" residents of Southern Nevada who recognize the "conservation" policies being overseen by this board as misguided, unreasonable and untenable. Relegating the lives that many people built for themselves unaffordable.

Let's be honest, we should be looking at the budgets for both the LVVWD and SNWA in tandem for proper oversight. The documents should allow for clarity on all expenditures unrelated to water delivery and facility maintenance, and most importantly rate payers should be able to see how money is deployed into the community for visibility on the influence you all wield upon our media and among community groups and associations. Despite your Distinguished Budget Presentation Award, the documents provided for this hearing fall short.

The documents provided make assertions that cannot be justified when looking at the Excessive Use Charge Costs v use as one example. Here is what the 10,000 acre-feet of water savings (a mere 3% of our allocation) on paper has contributed to: blight, higher temperatures, heat deaths, double the pollution days. That 10,000 acre-feet evaporated along with the 600,000 acre feet that evaporates annually. Double our allocation. Where does this water best serve the community? Having it evaporate within our neighborhoods reducing heat island, or evaporating while sitting in Lake Mead? And as temperatures rise, it will only get worse. Your Service Rules Update touts "ensuring a more sustainable Southern Nevada". Look around. Does this look sustainable to you? You have assured the community visibility to the "Excessive Use" penalty deployments of $25,381,157 for 2024-2025 and anticipated to drop to $24,550,865 for 2025-2026, yet the penalties themselves are estimated to increase.

Within the section regarding 'budget Controls" is the following- "Budgetary controls are established at various levels to have effective control over the "necessary expenditures." It raises a question as to what is considered "necessary?" The $35,000,000 combined community outreach? How much water could have been purchased with this money? Or saved by utilizing irrigation techniques and exploring turf grass varieties that would allow our community to actually save water in a sustainable way while preserving our urban tree canopy and respecting existing homeowner's property rights?

Our time in this life is brief. What we do with the time we are given either enhances our legacy or leaves a mark for others to have to overcome. Do you really believe that the actions being taken to dismantle residents' investments and quality of life live up to the values you espouse: Respect for People, Integrity, Service, Excellence and Sustainability? It all boils down to how, when our time is up, we want to be remembered by those whose lives we have touched. Are watching mature trees being mowed down something you are proud of? Environmentalists will tell you it is not a worthy sacrifice.

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

SUMMERLIN
NORTH
MANDATED
TURF
REMOVAL
IN PROGRESS

2025-26
BUDGET HEARINGS

LAS VEGAS VALLEY WATER DISTRICT
BIG BEND WATER DISTRICT
COYOTE SPRINGS WATER RESOURCES DISTRICT

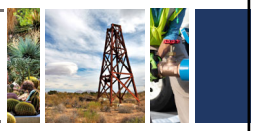
2024-25 Highlights

LVVWD replacing a fire hydrant in a residential neighborhood.

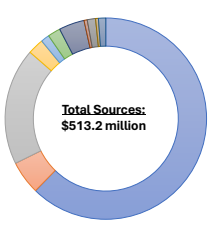
- Partnered with American Water Resources to offer service line warranties at a reduced rate for customers
- Updated golf course water rates to ensure parity among all courses
- Reduced customer wait times up to 50 percent through process improvements
- Implemented AMI readings for the District's construction fire hydrant meters
- Welcomed more than 250,000 visitors to the Springs Preserve

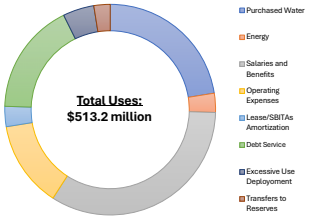
2

Budget
OVERVIEW



2025-26 LVVWD Operating Budget Overview





Tiered Consumption
Excessive Use Charge
Service Charge
Backflow Charge
Reclaimed Water
Other Water Bill Charges
Connection Charge
Application & Inspection Fees
Investment Income
Springs Preserve
Other Sources

Purchased Water
Energy
Salaries and Benefits
Operating Expenses
Lease/SBITAs Amortization
Debt Service
Excessive Use Deployment
Transfers to Reserves

Amounts in million dollars. Totals are rounded.

4

Operating Sources of Funds

	Actual 2023-24	Budget 2024-25	Budget 2025-26	Budget-to-Budget Variance $	Budget-to-Budget Variance %
SOURCES					
Tiered Consumption	$ 297.2	$ 300.4	$ 319.8	$ 19.3	6%
Excessive Use Charge (EUC)	28.5	27.1	27.6	0.5	2%
Service Charge	88.9	92.7	96.4	3.7	4%
Backflow Charge	13.0	12.9	13.2	0.2	2%
Reclaimed Water	6.8	6.3	7.0	0.7	11%
Other Water Bill Charges	9.6	8.3	10.4	2.2	26%
Connection Charge	20.0	16.4	21.0	4.7	28%
Application and Inspection Fees	2.8	3.1	2.6	(0.5)	-16%
Investment Income	38.4	5.7	6.9	1.1	20%
Springs Preserve	2.3	2.2	2.2	0.1	2%
Other Sources	5.7	2.1	6.1	4.0	**
LVVWD Sources	**$ 513.1**	**$ 477.4**	**$ 513.2**	$ 35.9	8%

Amounts in million dollars. Totals are rounded.

5

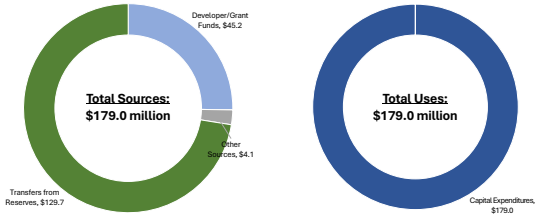
Operating Uses of Funds

	Actual 2023-24	Budget 2024-25	Budget 2025-26	Budget-to-Budget Variance $	Budget-to-Budget Variance %
USES					
Purchased Water	$ 107.2	$ 108.2	$ 115.4	$ 7.2	7%
Energy	14.8	15.8	15.0	(0.8)	-5%
Salaries and Benefits	136.7	166.0	173.1	7.1	4%
Operating Expenses	40.6	53.3	68.0	14.7	28%
Lease/SBITAs Amortization	7.7	8.2	16.0	7.8	95%
Debt Service	83.8	88.3	88.3	-	0%
EUC Deployment and Other Uses	-	25.4	24.6	(0.8)	-3%
Transfers to Reserves	122.2	12.2	12.8	0.5	4%
LVVWD Uses	**$ 513.1**	**$ 477.4**	**$ 513.2**	$ 35.9	8%

Amounts in million dollars. Totals are rounded.

6

LVVWD Capital Budget Summary



Amounts in million dollars. Totals are rounded.

LVVWD Capital Budget

	Actual 2023-24	Budget 2024-25	Budget 2025-26	Budget-to-Budget Variance $	%
SOURCES					
Developer/Grant Funds	$ 2.8	$ 8.6	$ 45.2	$ 36.6	**
Debt Issuance Proceeds	200.0	-	-	-	**
Other Sources	3.0	6.7	4.1	(2.6)	-39%
Transfers from Restricted Reserves	-	154.0	129.7	(24.2)	-16%
LVVWD Sources	**$ 205.8**	**$ 169.2**	**$ 179.0**	$ 9.8	6%
USES					
Capital Expenditures	123.6	169.2	179.0	$ 9.8	6%
Transfers to Restricted Reserves	82.3	-	-	-	**
LVVWD Uses	**$ 205.8**	**$ 169.2**	**$ 179.0**	$ 9.8	6%

Amounts in million dollars. Totals are rounded.

LVVWD Budget Summary

- Budget reflects a balanced operating and capital budget
- The budget reflects the District's ongoing capital initiatives
- Unrestricted reserves remain above fund balance target
- Continue to monitor influence of tariffs on cost of materials

LVVWD Infrastructure Management crews installing cathodic protection within the Oakey Pipeline.

LAS VEGAS VALLEY WATER DISTRICT

BIG BEND Water District

2025-26

BUDGET HEARING

Big Bend Water District

	Actual 2023-24	Budget 2024-25	Budget 2025-26	Budget-to-Budget Variance $	%
SOURCES					
Water charges	$ 4,154,437	$ 4,195,980	$ 4,215,279	$ 19,299	0%
Interest income	-	-	-	-	
System development charges	20,500	5,125	-	(5,125)	
Sales tax	386,660	399,836	328,050	(71,786)	-18%
Other sources	1,129,723	513,410	399,953	(113,457)	-22%
Subtotal	5,691,320	5,114,351	4,943,282	(171,069)	-3%
Debt issuance proceeds	-	-	-	-	
BBWD Sources	5,691,320	5,114,351	4,943,282	(171,069)	-3%
USES					
Energy	515,697	475,000	500,000	25,000	5%
Salaries and benefits	1,762,099	3,327,199	1,993,232	(1,333,967)	-40%
Operating expenses	1,805,888	2,544,676	1,875,679	(668,997)	-26%
Capital expenditures	1,075,339	1,448,000	1,448,000	-	0%
Debt service	517,423	394,750	-	(394,750)	
BBWD Uses	5,676,446	8,189,625	5,816,911	(2,372,714)	-29%
BBWD NET SURPLUS/(DEFICIT)	$ 14,873	$ (3,075,274)	$ (873,629)	$ 2,201,645	

Coyote Springs Water Resources District

	Actual 2023-24	Budget 2024-25	Budget 2025-26	Budget-to-Budget Variance $	Budget-to-Budget Variance %
SOURCES					
Operating revenues	$ -	$ -	$ -	$ -	
Developer contributions[1]	386	50,000	50,000	-	0%
Total Sources	**$ 386**	**$ 50,000**	**$ 50,000**	$ -	0%
USES					
Operating expenses	$ -	$ -	$ -	$ -	
Invoiced developer costs[2]	386	50,000	50,000	-	0%
Total Uses	**386**	**50,000**	**50,000**	$ -	0%
TOTAL NET SURPLUS/(DEFICIT)	$ -	$ -	$ -	$ -	

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

14

LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS
AGENDA ITEM

August 5, 2025

Subject: Agreement
Petitioner: Doa J. Ross, Deputy General Manager, Engineering
Recommendations: That the Board of Directors approve and authorize the President to sign an interlocal agreement between the City of Las Vegas and the District for installation of water facilities for the Arts District Garage Project.

Fiscal Impact:
None by approval of the above recommendation.

Background:
The City of Las Vegas (City) has submitted plans to the District for the installation of one 2-inch domestic meter with one 2-inch reduced pressure principal assembly (RPPA), one 1½-inch irrigation meter with one 1½-inch RPPA, and one 8-inch reduced pressure detector assembly at the project known as Arts District Garage, Project No. 142575 (Project). This Project is located on Casino Center Boulevard, north of Utah Avenue.

If approved, the attached Interlocal Agreement No. 142575-A (Agreement) provides the terms and conditions for the installation of the water facilities, as generally shown on Exhibit A of the Agreement, at the City's sole expense. The City will ensure payment for all construction water use and provide the District with easements to the water facilities. Upon completion of the Project, the water facilities will become the property of the District.

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

JJE:DJR:JLB:ND:MF:KF:jlc
Attachment: Agreement

AGENDA ITEM # **2**

INTERLOCAL AGREEMENT FOR CITY OF LAS VEGAS ARTS DISTRICT GARAGE

THIS AGREEMENT, made and entered into by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter called "CITY", and the LAS VEGAS VALLEY WATER DISTRICT, a political subdivision of the State of Nevada, hereinafter called "DISTRICT".

RECITALS

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

WHEREAS, the CITY is engaged in the development of the real property as a retail center and parking garage, generally located on Casino Center Boulevard, north of Utah Avenue, as depicted on Exhibit A, and is desirous of receiving potable water from the DISTRICT, further referenced as Clark County Assessor's Parcel Number 162-03-210-094, and has made application for water service to said project; and

WHEREAS, the CITY is engaged in the construction of a retail center and parking garage and has authorized a distribution of water for the development subject to the DISTRICT'S Service Rules; and

WHEREAS, the DISTRICT is willing to serve said property with water pursuant to its Service Rules as adopted by its Board of Directors and subject to the CITY performing all of the terms, conditions and provisions hereinafter set forth and required of the CITY; and

WHEREAS, the CITY is willing to construct at its sole cost and expense the required water service connections and appurtenances for the purpose of providing water service to said real property; and

WHEREAS, both the CITY and the DISTRICT are authorized to enter into interlocal agreements pursuant to NRS 277.180.

NOW, this Agreement WITNESSETH:

ARTICLE I

CITY AGREES:

A. This Agreement provides a water commitment on a conditional basis only for a retail center and parking garage on Casino Center Boulevard, north of Utah Avenue, further referenced as Clark County Assessor Parcel Number 162-03-210-094. The conditional water commitment is provided in accordance with the DISTRICT'S Service Rules, which are made a part of the Agreement by reference and applies only to the development identified in this paragraph.

B. The water commitment will be conditional until all water facilities identified in paragraph E of this Article I are constructed by the CITY and accepted by the DISTRICT for the complete development described in paragraph A of this Article I.

C. In the event the use of the property changes and modifications to the water facilities are required, the CITY will be required to either obtain a new conditional water commitment from the DISTRICT, or at the option of the DISTRICT, to amend the Agreement.

D. The CITY has had the opportunity to review the Service Rules and agrees to comply with the Service Rules that are in force on the effective date of this Agreement including those sections pertaining to the water commitment process.

E. At the CITY'S sole cost and expense, the CITY shall furnish all necessary materials, labor, and equipment for the construction of the service connections and appurtenances which may include, but not be limited to, the connection to the main and the lateral pipe, a meter, or battery thereof, a meter box or vault, valves, and backflow prevention assembly hereinafter called "WATER FACILITIES", from the main to the point where the water being delivered leaves the piping owned by the DISTRICT. The location and type of said WATER FACILITIES are identified on the plan entitled:

ARTS DISTRICT GARAGE
Utility Plan 1 and 2

F. Said WATER FACILITIES may be sized to ultimately provide water service to development other than described herein; however, the conditional water commitment is only for that portion of the project described herein and any additional construction requires a separate and additional conditional water commitment from the DISTRICT.

G. Said WATER FACILITIES shall be constructed in the location shown, in accordance with the above-mentioned plan, as approved by the DISTRICT, and in conformance with DISTRICT specifications.

H. All work shall be subject to inspection and approval by an authorized representative of the DISTRICT, and the DISTRICT shall be notified a minimum of 48 hours in advance of actual construction start and 24 hours prior to an inspection of any part of the work, in order that necessary inspection can be arranged.

I. The CITY shall comply with the DISTRICT's Service Rules that are in force on the effective date of this Agreement including those sections pertaining to the water commitment process and construction of the WATER FACILITIES identified in Article I, paragraph E, above.

J. At the CITY's sole cost and expense, the CITY shall perform all survey work necessary to ensure installation of the WATER FACILITIES to the location and grades called for in the plans.

K. At the CITY's sole cost and expense, the CITY shall disinfect and pressure test the WATER FACILITIES to the satisfaction of the DISTRICT and the health authorities having jurisdiction.

L. Connections to existing mains shall be made only in the presence of an authorized representative of the DISTRICT and at the times specified by the DISTRICT.

M. The WATER FACILITIES shall be located outside of driveways, driveway approaches, or other areas subject to vehicular traffic. In the event the WATER FACILITIES are located within those areas either inadvertently or otherwise, the CITY shall cause such WATER FACILITIES to be relocated outside of the driveways, driveway approaches or other areas described above, in accordance with the DISTRICT's requirements, or shall reimburse the DISTRICT for the cost of relocating said WATER FACILITIES. If extraordinary conditions exist that would prevent compliance with this requirement, the CITY may submit to the DISTRICT a written request for a waiver of this requirement pursuant to the DISTRICT's Service Rules.

N. The CITY shall furnish to the DISTRICT easements, in a form satisfactory to the DISTRICT, where WATER FACILITIES are approved to be installed in other than dedicated streets or alleys. Said easements shall conform to the requirements as indicated on the approved water plans and be perpetual. The conditions of said easements shall be such that no buildings, structures, trees, shrubs, or other improvements which would interfere with its use by the DISTRICT can be placed upon it; that the DISTRICT will have the right to operate, maintain, repair, replace, and/or change the size and/or number of WATER FACILITIES; and that proper access

to all parts of the easement by DISTRICT forces and equipment is provided. The conditions of said easements shall further provide that the property owner agrees to pay any and all costs incurred by the DISTRICT to make and/or maintain said easements accessible to the DISTRICT. It may be provided that other utility lines can be installed in said easement, so long as they do not interfere with its use by the DISTRICT and are in compliance with state laws and regulations.

O. Should any defective material or workmanship affecting the WATER FACILITIES installed by the CITY be disclosed within one (1) year of the date of completion and acceptance of the WATER FACILITIES by the DISTRICT, the CITY shall immediately cause the defect to be corrected or shall reimburse the DISTRICT for its cost to correct said defect. For the purpose of this Agreement, failures including, but not limited to, any leak or break in the WATER FACILITIES, or any pavement settlement, shall be considered conclusive evidence of defective materials and/or workmanship.

P. Upon completion of construction of the work and acceptance of the work by the DISTRICT, the CITY will provide final acceptance of all work associated with the project and the final acceptance shall include providing the DISTRICT with all its right, title, and interest, in and to the WATER FACILITIES. The CITY will warrant at the time of said final acceptance that there are no encumbrances for material and labor claims.

Q. Installation of said WATER FACILITIES does not assure or guarantee that a complete water service will be available in the future. Until such time as a complete service connection is approved by the DISTRICT and a water commitment is obtained from the DISTRICT, no water may be taken from the new WATER FACILITIES installed under this Agreement.

R. All water will be taken through metered service connections, in accordance with the DISTRICT's Service Rules. The CITY will require its contractor to install the meters in a timely manner.

S. The CITY shall require its contractor to protect all existing water facilities during construction and to promptly undertake the repair of damaged facilities upon authorization of the DISTRICT.

T. If required as a condition of the DISTRICT's Service Rules, the CITY will pay any additional Regional Connection Charges based on a confirmed audit of annual water usage by the above-described property within the first three (3) years of operation. All assessments will be based on the Regional Connection Charge Rates paid at time of project approval.

U. All of the water facilities installed under this Agreement, once disinfected and tested to the satisfaction of the DISTRICT and once connected to existing DISTRICT facilities, must maintain established water quality standards throughout the installed system. Should the DISTRICT determine that water quality standards are not being maintained following the connection of the approved facilities to the DISTRICT's system, a Water Quality Mitigation Plan (WQ Plan) will be required for review and implementation at the sole expense of the CITY.

ARTICLE II

DISTRICT AGREES:

A. Upon completion of construction of the WATER FACILITIES, acceptance of same by the DISTRICT, and fulfillment by the CITY of all requirements of this Agreement, the DISTRICT shall supply water to, and to thereafter operate and maintain the WATER FACILITIES installed pursuant to this Agreement in accordance with the DISTRICT's Service Rules as the same are established and amended.

B. Construction water may be provided to the CITY at the CITY's sole cost through metered fire hydrants and/or metered service connections in accordance with the DISTRICT'S Service Rules.

C. If required as a condition of the DISTRICT's Service Rules, the DISTRICT shall refund to the CITY any

overpayment of Regional Connection Charges based on a confirmed audit of annual water usage by the above-described property within the first three (3) years of operation. All payments will be based on the Regional Connection Charge Rates paid at the time of project approval.

ARTICLE III

IT IS MUTUALLY AGREED:

A. The Parties understand that this Agreement does not create "water rights", but only rights to conditional water service as a potential customer. This Agreement does not create a property interest in such water service and the CITY is not deemed a DISTRICT water customer until the water facilities and development identified herein are completed as specified.

B. The WATER FACILITIES installed under this Agreement shall be and remain the exclusive property of the DISTRICT and shall become a part of the DISTRICT's general water distribution system after acceptance by the DISTRICT.

C. In the event a portion of the WATER FACILITIES is constructed but this Agreement terminates, the above described property shall have no water commitment by virtue of the installation of the WATER FACILITIES. Requests for future use of said WATER FACILITIES, if retained in place, shall require that a new water commitment be obtained before the WATER FACILITIES can be utilized.

D. This Agreement shall terminate and the conditional commitment shall be void if any of the following occurs:

   a. Construction of the WATER FACILITIES covered by the plan or plans identified in Article I, paragraph E, of this Agreement is not commenced within one (1) year from the date of DISTRICT approval of said plan or plans; or

   b. If active construction work is discontinued for a period of one (1) year; or if such construction is commenced within said one (1) year period but is not diligently prosecuted to completion in a manner acceptable to the DISTRICT.

E. If this Agreement terminates in accordance with its terms, right, title and interest of all or any portion of the WATER FACILITIES installed, as determined solely and exclusively by the DISTRICT, shall become the exclusive property of the DISTRICT for the DISTRICT to use, modify, or to dispose of as the DISTRICT deems appropriate.

F. Noncompliance or violation of the DISTRICT's Service Rules or any provision of this Agreement by the CITY or its officers, employees, agents, contractors, licensees, or invitees shall be cause for the DISTRICT, at its sole discretion, to discontinue water service to the CITY'S project without challenge by the CITY and without liability for any damages caused by said discontinuation.

G. The CITY will be responsible for any loss, damage, liability, cost or expense, except those exempted by law, caused by the actions or inactions of its employees, consultants, contractors, or agents arising under this Agreement. Without waiving the limitations on governmental liability set forth in NRS Chapter 41, as amended, the CITY shall protect, indemnify, and hold the DISTRICT, its officers, employees, and agents harmless from and against any and all claims, damages, losses, expenses, suits, actions, judgements, and awards including attorney's fees and court costs which may be brought against it or them as a result of or by reason of or arising out of or as a consequence of the construction of the WATER FACILITIES contemplated in this Agreement.

H. This Agreement shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and is not a commitment for water service, and neither this Agreement, nor any interest therein, may be assigned

without the prior written consent of the non-assigning party. This Agreement is not intended by the Parties to create any right in or benefit to parties other than the DISTRICT and the CITY. This Agreement does not create any third-party beneficiary rights or causes of action.

I. This Agreement represents the entire understanding of the CITY and the DISTRICT relative to the installation of the WATER FACILITIES in conjunction with the CITY'S project.

J. Should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable, any other part of this Agreement.

K. The laws of the State of Nevada will govern as to the interpretation, validity, and effect of this Agreement.

L. Each party shall not discriminate against employees or applicants based on race, color, religion, sexual orientation, sex, age, or national origin, and shall take affirmative action to ensure that applicants are employed and employees are treated without regard to the above-mentioned factors and agrees to post in conspicuous places for employees and applicants' notices provided by the Equal Employment Opportunity Commission setting forth these provisions. Each Party further agrees that solicitation for employees shall state that qualified applicants will receive consideration without regard to the above-mentioned factors and will send to labor unions or collectives with which he/it has an agreement a notice of the commitments required herein and each party will comply with all local, state and federal laws prohibiting discrimination in hiring or employment opportunities.

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

CITY OF LAS VEGAS

Shelly Berkley, Mayor

Date

ATTEST:

LuAnn D. Holmes, City Clerk

APPROVED AS TO FORM:

John S. Ridilla 5/28/25

Deputy City Attorney

John S. Ridilla
Assistant City Attorney

LAS VEGAS VALLEY WATER DISTRICT

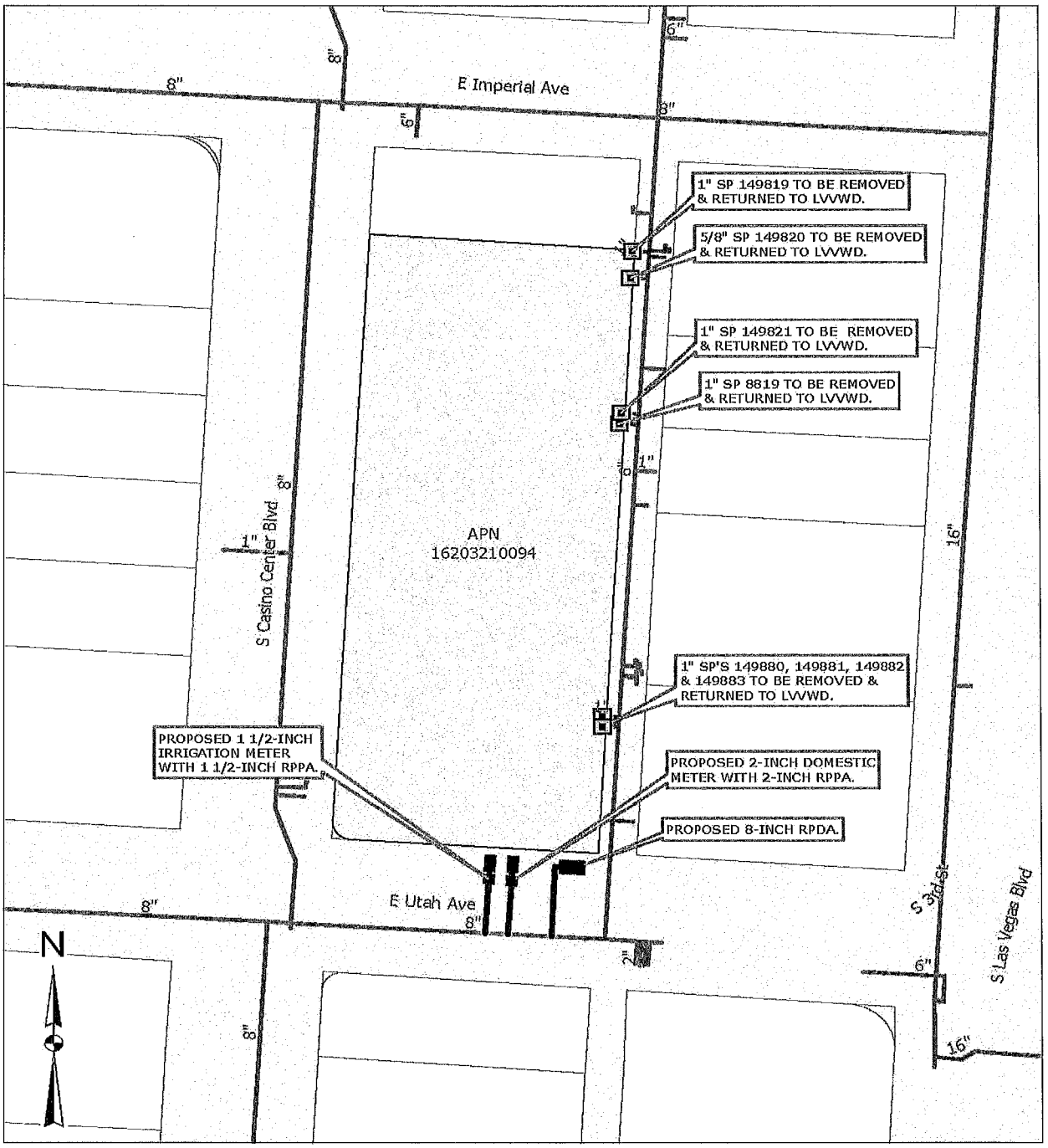
Marilyn Kirkpatrick, President
Board of Directors

Date

APPROVED AS TO FORM:

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

EXHIBIT A
WATER FACILITIES
CLV Arts District Garage
LVVWD Project No. 142575-A



LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS
AGENDA ITEM

August 5, 2025

Subject: Agreement
Petitioner: Doa J. Ross, Deputy General Manager, Engineering
Recommendations: That the Board of Directors approve and authorize the President to sign, in substantially the same form as attached hereto, an interlocal agreement between the City of Las Vegas and the District for installation of water facilities for the Recuperative Care Center Project.

Fiscal Impact:
None by approval of the above recommendation.

Background:
The City of Las Vegas (City) has submitted plans to the District for the removal of one ¾-inch domestic meter and one 6-inch double check detector assembly, and the installation of one 1-inch irrigation meter with one 1-inch reduced pressure principal assembly (RPPA), two 1½-inch domestic meters with two 1½-inch RPPAs , and one 8-inch reduced pressure detector assembly at the project known as Recuperative Care Center, Project No. 142891 (Project). This Project is located on Main Street, south of Owens Avenue.

If approved, the attached Agreement No. 142891-A provides the terms and conditions for the installation of the water facilities, as generally shown on Exhibit A of the Agreement, at the City's sole expense. During construction, the City will ensure payment for all construction water use and provide the District with easements to the water facilities. Upon completion of the Project, the water facilities will become the property of the District.

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

JJE:DJR:JLB:ND:MF:KF:jlc
Attachment: Agreement

AGENDA ITEM # **3**

INTERLOCAL AGREEMENT FOR CITY OF LAS VEGAS RECUPERATIVE CARE CENTER

THIS AGREEMENT made and entered into by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter called "CITY", and the LAS VEGAS VALLEY WATER DISTRICT, a political subdivision of the State of Nevada, hereinafter called "DISTRICT".

RECITALS

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

WHEREAS, the CITY is engaged in the development of the real property, as a recuperative care center, generally located on Main Street south of Owens Avenue, and is desirous of receiving potable water from the DISTRICT, further referenced as Clark County Assessor's Parcel Number 139-27-502-016, and has made application for water service to said project; and

WHEREAS, the CITY is engaged in the construction of a recuperative care center, and has authorized a distribution of water for the development subject to the DISTRICT'S Service Rules; and

WHEREAS, the DISTRICT is willing to serve said property with water pursuant to its Service Rules as adopted by its Board of Directors and subject to the CITY performing all of the terms, conditions and provisions hereinafter set forth and required of the CITY; and

WHEREAS, the CITY is willing to construct at its sole cost and expense the required water service connections and appurtenances for the purpose of providing water service to said real property; and

WHEREAS, both the CITY and the DISTRICT are authorized to enter into interlocal agreements pursuant to NRS 277.180.

NOW, this Agreement WITNESSETH:

ARTICLE I

CITY AGREES:

A. This Agreement provides a water commitment on a conditional basis only for a recuperative care center on Main Street south of Owens Avenue, further referenced as Clark County Assessor Parcel Number 139-27-502-016. The conditional water commitment is provided in accordance with the DISTRICT'S Service Rules, which are made a part of the Agreement by reference and applies only to the development identified in this paragraph.

B. The water commitment will be conditional until all water facilities identified in paragraph E of this Article I are constructed by the CITY and accepted by the DISTRICT for the complete development described in paragraph A of this Article I.

C. In the event the use of the property changes and modifications to the water facilities are required, the CITY will be required to either obtain a new conditional water commitment from the DISTRICT, or at the option of the DISTRICT, to amend the Agreement.

D. The CITY has had the opportunity to review the Service Rules and agrees to comply with the Service Rules that are in force on the effective date of this Agreement including those sections pertaining to the water commitment process.

E. At the CITY'S sole cost and expense, the CITY shall furnish all necessary materials, labor, and equipment for the construction of the service connections and appurtenances which may include, but not be limited to, the connection to the main and the lateral pipe, a meter, or battery thereof, a meter box or vault, valves, and backflow prevention assembly hereinafter called "WATER FACILITIES", from the main to the point where the water being delivered leaves the piping owned by the DISTRICT. The location and type of said WATER FACILITIES are identified on the plan entitled:

RECUPERATIVE CARE CENTER
Utility Plans Sheet 1 of 1

F. Said WATER FACILITIES may be sized to ultimately provide water service to development other than described herein, however the conditional water commitment is only for that portion of the project described herein and any additional construction requires a separate and additional conditional water commitment from the DISTRICT.

G. Said WATER FACILITIES shall be constructed in the location shown, in accordance with the above-mentioned plan, as approved by the DISTRICT, and in conformance with DISTRICT specifications.

H. All work shall be subject to inspection and approval by an authorized representative of the DISTRICT, and the DISTRICT shall be notified a minimum of 48 hours in advance of actual construction start and 24 hours prior to an inspection of any part of the work, in order that necessary inspection can be arranged.

I. The CITY shall comply with the DISTRICT'S Service Rules that are in force on the effective date of this Agreement including those sections pertaining to the water commitment process and construction of the WATER FACILITIES identified in Article I, paragraph E, above.

J. At the CITY'S sole cost and expense, the CITY shall perform all survey work necessary to ensure installation of the WATER FACILITIES to the location and grades called for in the plans.

K. At the CITY'S sole cost and expense, the CITY shall disinfect and pressure test the WATER FACILITIES to the satisfaction of the DISTRICT and the health authorities having jurisdiction.

L. Connections to existing mains shall be made only in the presence of an authorized representative of the DISTRICT and at the times specified by the DISTRICT.

M. The WATER FACILITIES shall be located outside of driveways, driveway approaches, or other areas subject to vehicular traffic. In the event the WATER FACILITIES are located within those areas either inadvertently or otherwise, the CITY shall cause such WATER FACILITIES to be relocated outside of the driveways, driveway approaches or other areas described above, in accordance with the DISTRICT'S requirements, or shall reimburse the DISTRICT for the cost of relocating said WATER FACILITIES. If extraordinary conditions exist that would prevent compliance with this requirement, the CITY may submit to the DISTRICT a written request for a waiver of this requirement pursuant to the DISTRICT'S Service Rules.

N. The CITY shall furnish to the DISTRICT easements, in a form satisfactory to the DISTRICT, where WATER FACILITIES are approved to be installed in other than dedicated street or alleys. Said easements shall conform to the requirements as indicated on the approved water plans and be perpetual. The conditions of said easements shall be such that no buildings, structures, trees, shrubs, or other improvements which would interfere with its use by the DISTRICT can be placed upon it, that the DISTRICT will have the right to operate, maintain, repair, replace, and/or change the size and/or number of WATER FACILITIES, and that proper access

to all parts of the easement by DISTRICT forces and equipment is provided. The conditions of said easements shall further provide that the property owner agrees to pay any and all costs incurred by the DISTRICT to make and/or maintain said easements accessible to the DISTRICT. It may be provided that other utility lines can be installed in said easement, so long as they do not interfere with its use by the DISTRICT, and are in compliance with state laws and regulations.

O. Should any defective material or workmanship affecting the WATER FACILITIES installed by the CITY be disclosed within one (1) year of the date of completion and acceptance of the WATER FACILITIES by the DISTRICT, the CITY shall immediately cause the defect to be corrected, or shall reimburse the DISTRICT for its cost to correct said defect. For the purpose of this Agreement, failures including, but not limited to, any leak or break in the WATER FACILITIES, or any pavement settlement, shall be considered conclusive evidence of defective materials and/or workmanship.

P. Upon completion of construction of the work and acceptance of the work by the DISTRICT, the CITY will provide final acceptance of all work associated with the project and the final acceptance shall include providing the DISTRICT with all its right, title, and interest, in and to the WATER FACILITIES. The CITY will warrant at the time of said final acceptance that there are no encumbrances for material and labor claims.

Q. Installation of said WATER FACILITIES does not assure or guarantee that a complete water service will be available in the future. Until such time as a complete service connection is approved by the DISTRICT and a water commitment is obtained from the DISTRICT, no water may be taken from the new WATER FACILITIES installed under this Agreement.

R. All water will be taken through metered service connections, in accordance with the DISTRICT'S Service Rules. The CITY will require its contractor to install the meters in a timely manner.

S. The CITY shall require its contractor to protect all existing water facilities during construction and to promptly undertake the repair of damaged facilities upon authorization of the DISTRICT.

T. If required as a condition of the DISTRICT'S Service Rules, the CITY will pay any additional Regional Connection Charges based on a confirmed audit of annual water usage by the above-described property within the first three (3) years of operation. All assessments will be based on the Regional Connection Charge Rates paid at time of project approval.

U. All of the water facilities installed under this Agreement, once disinfected and tested to the satisfaction of the DISTRICT and once connected to existing DISTRICT facilities, must maintain established water quality standards throughout the installed system. Should the DISTRICT determine that water quality standards are not being maintained following the connection of the approved facilities to the DISTRICT'S system, a Water Quality Mitigation Plan (WQ Plan) will be required for review and implementation at the sole expense of the CITY.

ARTICLE II

DISTRICT AGREES:

A. Upon completion of construction of the WATER FACILITIES, acceptance of same by the DISTRICT, and fulfillment by the CITY of all requirements of this Agreement, the DISTRICT shall supply water to, and to thereafter operate and maintain the WATER FACILITIES installed pursuant to this Agreement in accordance with the DISTRICT'S Service Rules as the same are established and amended.

B. Construction water may be provided to the CITY at the CITY'S sole cost through metered fire hydrants and/or metered service connections in accordance with the DISTRICT'S Service Rules.

C. If required as a condition of the DISTRICT'S Service Rules, the DISTRICT shall refund to the CITY any overpayment of Regional Connection Charges based on a confirmed audit of annual water usage by the above-described property within the first three (3) years of operation. All payments will be based on the Regional Connection Charge Rates paid at the time of project approval.

ARTICLE III

IT IS MUTUALLY AGREED:

A. The Parties understand that this Agreement does not create "water rights", but only rights to conditional water service as a potential customer. This Agreement does not create a property interest in such water service and the CITY is not deemed a DISTRICT water customer until the water facilities and development identified herein are completed as specified.

B. The WATER FACILITIES installed under this Agreement shall be and remain the exclusive property of the DISTRICT and shall become a part of the DISTRICT'S general water distribution system after acceptance by the DISTRICT.

C. In the event a portion of the WATER FACILITIES are constructed but this Agreement terminates, the above-described property shall have no water commitment by virtue of the installation of the WATER FACILITIES. Requests for future use of said WATER FACILITIES if retained in place, shall require that a new water commitment be obtained before the WATER FACILITIES can be utilized.

D. This Agreement shall terminate and the conditional commitment shall be void if any of the following occurs:

   a. Construction of the WATER FACILITIES covered by the plan or plans identified in Article I, paragraph E, of this Agreement is not commenced within one (1) year from the date of DISTRICT approval of said plan or plans; or

   b. If active construction work is discontinued for a period of one (1) year; or if such construction is commenced within said one (1) year period, but is not diligently prosecuted to completion in a manner acceptable to the DISTRICT.

E. If this Agreement terminates in accordance with its terms, right, title and interest of all or any portion of the WATER FACILITIES installed, as determined solely and exclusively by the DISTRICT, shall become the exclusive property of the DISTRICT for the DISTRICT to use, modify, or to dispose of as the DISTRICT deems appropriate.

F. Noncompliance or violation of the DISTRICT'S Service Rules or any provision of this Agreement by the CITY or its officers, employees, agents, contractors, licensees or invitees shall be cause for the DISTRICT, at its sole discretion, to discontinue water service to the CITY'S project without challenge by the CITY and without liability for any damages caused by said discontinuation.

G. The CITY will be responsible for any loss, damage, liability, cost or expense, except those exempted by law, caused by the actions or inactions of its employees, consultants, contractors, or agents arising under this Agreement. Without waiving the limitations on governmental liability set forth in NRS Chapter 41, as amended, the CITY shall protect, indemnify, and hold the DISTRICT, its officers, employees, and agents harmless from and against any and all claims, damages, losses, expenses, suits, actions, judgements, and awards including attorney's fees and court costs which may be brought against it or them as a result of or by reason of or arising out of or as a consequence of the construction of the WATER FACILITIES contemplated in this Agreement.

H. This Agreement shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and is not a commitment for water service, and neither this Agreement, nor any interest therein, may be assigned

without the prior written consent of the non-assigning party. This Agreement is not intended by the Parties to create any right in or benefit to parties other than the DISTRICT and the CITY. This Agreement does not create any third-party beneficiary rights or causes of action.

I. This Agreement represents the entire understanding of the CITY and the DISTRICT relative to the installation of the WATER FACILITIES in conjunction with the CITY'S project.

J. Should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable, any other part of this Agreement.

K. The laws of the State of Nevada will govern as to the interpretation, validity, and effect of this Agreement.

L. Each party shall not discriminate against employees or applicants based on race, color, religion, sexual orientation, sex, age, or national origin, and shall take affirmative action to ensure that applicants are employed and employees are treated without regard to the above-mentioned factors and agrees to post in conspicuous places for employees and applicants' notices provided by the Equal Employment Opportunity Commission setting forth these provisions. Each Party further agrees that solicitation for employees shall state that qualified applicants will receive consideration without regard to the above-mentioned factors and will send to labor unions or collectives with which he/it has an agreement a notice of the commitments required herein and each party will comply with all local, state and federal laws prohibiting discrimination in hiring or employment opportunities.

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

CITY OF LAS VEGAS

Shelly Berkley, Mayor

Date

ATTEST:

LuAnn D. Holmes, City Clerk

APPROVED AS TO FORM:

John S. Ridilla 6/17/25

Deputy City Attorney

John S. Ridilla
Assistant City Attorney

LAS VEGAS VALLEY WATER DISTRICT

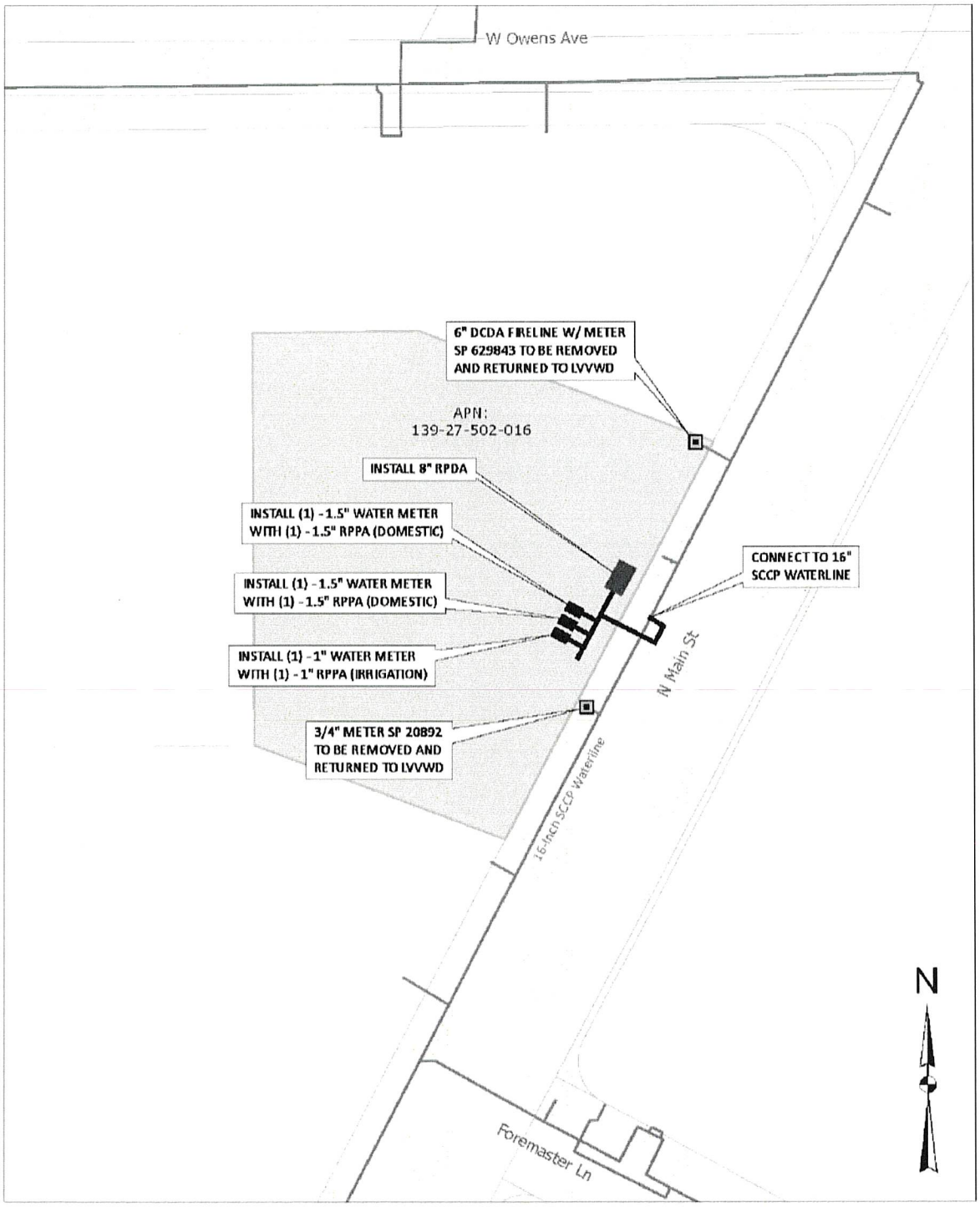
Marilyn Kirkpatrick, President
Board of Directors

Date

APPROVED AS TO FORM:

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

EXHIBIT A
WATER FACILITIES
RECUPERATIVE CARE CENTER
LVVWD Project No. 142891-A



LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS
AGENDA ITEM

August 5, 2025

Subject: Agreement
Petitioner: Doa J. Ross, Deputy General Manager, Engineering
Recommendations: That the Board of Directors approve and authorize the President to sign, in substantially the same form as attached hereto, an interlocal agreement between the City of Las Vegas and the District for installation of water facilities for the Angel Park Renovation Project.

Fiscal Impact:
None by approval of the above recommendation.

Background:
The City of Las Vegas (City) has submitted plans to the District for the installation of two 1½-inch domestic meters with two 1½-inch reduced pressure principal assemblies at the project known as Angel Park Renovation, Project No. 142762 (Project). This Project is located on Durango Drive, north of Venetian Strada.

If approved, the attached Interlocal Agreement No. 142762-A (Agreement) provides the terms and conditions for the installation of the water facilities, as generally shown on Exhibit A of the Agreement, at the City's sole expense. The City will ensure payment for all construction water use and provide the District with easements to the water facilities. Upon completion of the Project, the water facilities will become the property of the District.

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

JJE:DJR:JLB:ND:MF:MO:jlc
Attachment: Agreement

AGENDA ITEM # 4

INTERLOCAL AGREEMENT FOR CITY OF LAS VEGAS ANGEL PARK RENOVATION

THIS AGREEMENT made and entered into by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter called "CITY", and the LAS VEGAS VALLEY WATER DISTRICT, a political subdivision of the State of Nevada, hereinafter called "DISTRICT".

RECITALS

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

WHEREAS, the CITY is engaged in the redevelopment of a community park, generally located on Durango Drive, north of Venetian Strada, as depicted on Exhibit A, and is desirous of receiving potable water from the DISTRICT, further referenced as Clark County Assessor's Parcel Number 138-32-501-003, and has made application for water service to said project; and

WHEREAS, the CITY is engaged in the redesign of the existing community park and has authorized a distribution of water for the development subject to the DISTRICT'S Service Rules; and

WHEREAS, the DISTRICT is willing to serve said property with water pursuant to its Service Rules as adopted by its Board of Directors and subject to the CITY performing all of the terms, conditions and provisions hereinafter set forth and required of the CITY; and

WHEREAS, the CITY is willing to construct at its sole cost and expense the required water service connections and appurtenances for the purpose of providing water service to said real property; and

WHEREAS, both the CITY and the DISTRICT are authorized to enter into interlocal agreements pursuant to NRS 277.180.

NOW, this Agreement WITNESSETH:

ARTICLE I

CITY AGREES:

A. This Agreement provides a water commitment on a conditional basis only for a community park on Durango Drive, north of Venetian Strada, further referenced as Clark County Assessor Parcel Number 138-32-501-003. The conditional water commitment is provided in accordance with the DISTRICT'S Service Rules, which are made a part of the Agreement by reference and applies only to the development identified in this paragraph.

B. The water commitment will be conditional until all water facilities identified in paragraph E of this Article I are constructed by the CITY and accepted by the DISTRICT for the complete development described in paragraph A of this Article I.

C. In the event the use of the property changes and modifications to the water facilities are required, the CITY will be required to either obtain a new conditional water commitment from the DISTRICT, or at the option of the DISTRICT, to amend the Agreement.

D. The CITY has had the opportunity to review the Service Rules and agrees to comply with the Service Rules that are in force on the effective date of this Agreement including those sections pertaining to the water commitment process.

E. At the CITY'S sole cost and expense, the CITY shall furnish all necessary materials, labor, and equipment for the construction of the service connections and appurtenances which may include, but not be limited to, the connection to the main and the lateral pipe, a meter, or battery thereof, a meter box or vault, valves, and backflow prevention assembly hereinafter called "WATER FACILITIES", from the main to the point where the water being delivered leaves the piping owned by the DISTRICT. The location and type of said WATER FACILITIES are identified on the plan entitled:

ANGEL PARK RENOVATION
Utility Plan

F. Said WATER FACILITIES may be sized to ultimately provide water service to development other than described herein, however, the conditional water commitment is only for that portion of the project described herein and any additional construction requires a separate and additional conditional water commitment from the DISTRICT.

G. Said WATER FACILITIES shall be constructed in the location shown, in accordance with the above-mentioned plan, as approved by the DISTRICT, and in conformance with DISTRICT specifications.

H. All work shall be subject to inspection and approval by an authorized representative of the DISTRICT; and the DISTRICT shall be notified a minimum of 48 hours in advance of actual construction start and 24 hours prior to an inspection of any part of the work, in order that necessary inspection can be arranged.

I. The CITY shall comply with the DISTRICT'S Service Rules that are in force on the effective date of this Agreement including those sections pertaining to the water commitment process and construction of the WATER FACILITIES identified in Article I, paragraph E above.

J. At the CITY'S sole cost and expense, the CITY shall perform all survey work necessary to ensure installation of the WATER FACILITIES to the location and grades called for in the plans.

K. At the CITY'S sole cost and expense, the CITY shall disinfect and pressure test the WATER FACILITIES to the satisfaction of the DISTRICT and the health authorities having jurisdiction.

L. Connections to existing mains shall be made only in the presence of an authorized representative of the DISTRICT and at the times specified by the DISTRICT.

M. The WATER FACILITIES shall be located outside of driveways, driveway approaches, or other areas subject to vehicular traffic. In the event the WATER FACILITIES are located within those areas either inadvertently or otherwise, the CITY shall cause such WATER FACILITIES to be relocated outside of the driveways, driveway approaches or other areas described above, in accordance with the DISTRICT'S requirements, or shall reimburse the DISTRICT for the cost of relocating said WATER FACILITIES. If extraordinary conditions exist that would prevent compliance with this requirement, the CITY may submit to the DISTRICT a written request for a waiver of this requirement pursuant to the DISTRICT'S Service Rules.

N. The CITY shall furnish to the DISTRICT easements, in a form satisfactory to the DISTRICT, where WATER FACILITIES are approved to be installed in other than dedicated streets or alleys. Said easements shall conform to the requirements as indicated on the approved water plans and be perpetual. The conditions of said easements shall be such that no buildings, structures, trees, shrubs, or other improvements which would interfere with its use by the DISTRICT can be placed upon it, that the DISTRICT will have the right to operate, maintain, repair, replace, and/or change the size and/or number of WATER FACILITIES; and that proper access to all parts of the easement by DISTRICT forces and equipment is provided. The conditions of said easements shall further provide that the property owner agrees to pay any and all costs incurred by the DISTRICT to make and/or maintain said easements accessible to the DISTRICT. It may be provided that other utility lines can be

installed in said easement, so long as they do not interfere with its use by the DISTRICT and are in compliance with state laws and regulations.

O. Should any defective material or workmanship affecting the WATER FACILITIES installed by the CITY be disclosed within one (1) year of the date of completion and acceptance of the WATER FACILITIES by the DISTRICT, the CITY shall immediately cause the defect to be corrected or shall reimburse the DISTRICT for its cost to correct said defect. For the purpose of this Agreement, failures including, but not limited to, any leak or break in the WATER FACILITIES, or any pavement settlement, shall be considered conclusive evidence of defective materials and/or workmanship.

P. Upon completion of construction of the work and acceptance of the work by the DISTRICT, the CITY will provide final acceptance of all work associated with the project and the final acceptance shall include providing the DISTRICT with all its right, title, and interest, in and to the WATER FACILITIES. The CITY will warrant at the time of said final acceptance that there are no encumbrances for material and labor claims.

Q. Installation of said WATER FACILITIES does not assure or guarantee that a complete water service will be available in the future. Until such time as a complete service connection is approved by the DISTRICT and a water commitment is obtained from the DISTRICT, no water may be taken from the new WATER FACILITIES installed under this Agreement.

R. All water will be taken through metered service connections, in accordance with the DISTRICT'S Service Rules. The CITY will require its contractor to install the meters in a timely manner.

S. The CITY shall require its contractor to protect all existing water facilities during construction and to promptly undertake the repair of damaged facilities upon authorization of the DISTRICT.

T. If required as a condition of the DISTRICT'S Service Rules, the CITY will pay any additional Regional Connection Charges based on a confirmed audit of annual water usage by the above-described property within the first three (3) years of operation. All assessments will be based on the Regional Connection Charge Rates paid at time of project approval.

U. All of the water facilities installed under this Agreement, once disinfected and tested to the satisfaction of the DISTRICT and once connected to existing DISTRICT facilities, must maintain established water quality standards throughout the installed system. Should the DISTRICT determine that water quality standards are not being maintained following the connection of the approved facilities to the DISTRICT'S system, a Water Quality Mitigation Plan (WQ Plan) will be required for review and implementation at the sole expense of the CITY.

ARTICLE II

DISTRICT AGREES:

A. Upon completion of construction of the WATER FACILITIES, acceptance of same by the DISTRICT, and fulfillment by the CITY of all requirements of this Agreement, the DISTRICT shall supply water to, and to thereafter operate and maintain the WATER FACILITIES installed pursuant to this Agreement in accordance with the DISTRICT'S Service Rules as the same are established and amended.

B. Construction water may be provided to the CITY at the CITY'S sole cost through metered fire hydrants and/or metered service connections in accordance with the DISTRICT'S Service Rules.

C. If required as a condition of the DISTRICT'S Service Rules, the DISTRICT shall refund to the CITY any overpayment of Regional Connection Charges based on a confirmed audit of annual water usage by the above-described property within the first three (3) years of operation. All payments will be based on the Regional Connection Charge Rates paid at the time of project approval.

ARTICLE III

IT IS MUTUALLY AGREED:

A. The Parties understand that this Agreement does not create "water rights", but only rights to conditional water service as a potential customer. This Agreement does not create a property interest in such water service and the CITY is not deemed a DISTRICT water customer until the water facilities and development identified herein are completed as specified.

B. The WATER FACILITIES installed under this Agreement shall be and remain the exclusive property of the DISTRICT and shall become a part of the DISTRICT'S general water distribution system after acceptance by the DISTRICT.

C. In the event a portion of the WATER FACILITIES is constructed but this Agreement terminates, the above-described property shall have no water commitment by virtue of the installation of the WATER FACILITIES. Requests for future use of said WATER FACILITIES if retained in place, shall require that a new water commitment be obtained before the WATER FACILITIES can be utilized.

D. This Agreement shall terminate and the conditional commitment shall be void if any of the following occurs:

   a. Construction of the WATER FACILITIES covered by the plan or plans identified in Article I, paragraph E of this Agreement is not commenced within one (1) year from the date of DISTRICT approval of said plan or plans; or

   b. If active construction work is discontinued for a period of one (1) year; or if such construction is commenced within said one (1) year period but is not diligently prosecuted to completion in a manner acceptable to the DISTRICT.

E. If this Agreement terminates in accordance with its terms, right, title and interest of all or any portion of the WATER FACILITIES installed, as determined solely and exclusively by the DISTRICT, shall become the exclusive property of the DISTRICT for the DISTRICT to use, modify, or to dispose of as the DISTRICT deems appropriate.

F. Noncompliance or violation of the DISTRICT'S Service Rules or any provision of this Agreement by the CITY or its officers, employees, agents, contractors, licensees, or invitees shall be cause for the DISTRICT, at its sole discretion, to discontinue water service to the CITY'S project without challenge by the CITY and without liability for any damages caused by said discontinuation.

G. The CITY will be responsible for any loss, damage, liability, cost or expense, except those exempted by law, caused by the actions or inactions of its employees, consultants, contractors, or agents arising under this Agreement. Without waiving the limitations on governmental liability set forth in NRS Chapter 41, as amended, the CITY shall protect, indemnify, and hold the DISTRICT, its officers, employees, and agents harmless from and against any and all claims, damages, losses, expenses, suits, actions, judgements, and awards including attorney's fees and court costs which may be brought against it or them as a result of or by reason of or arising out of or as a consequence of the construction of the WATER FACILITIES contemplated in this Agreement.

H. This Agreement shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and is not a commitment for water service, and neither this Agreement, nor any interest therein, may be assigned without the prior written consent of the non-assigning party. This Agreement is not intended by the Parties to create any right in or benefit to parties other than the DISTRICT and the CITY. This Agreement does not create any third-party beneficiary rights or causes of action.

I. This Agreement represents the entire understanding of the CITY and the DISTRICT relative to the installation of the WATER FACILITIES in conjunction with the CITY'S project.

J. Should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable, any other part of this Agreement.

K. The laws of the State of Nevada will govern as to the interpretation, validity, and effect of this Agreement.

L. Each party shall not discriminate against employees or applicants based on race, color, religion, sexual orientation, sex, age, or national origin, and shall take affirmative action to ensure that applicants are employed and employees are treated without regard to the above-mentioned factors and agrees to post in conspicuous places for employees and applicants' notices provided by the Equal Employment Opportunity Commission setting forth these provisions. Each Party further agrees that solicitation for employees shall state that qualified applicants will receive consideration without regard to the above-mentioned factors and will send to labor unions or collectives with which he/it has an agreement a notice of the commitments required herein and each party will comply with all local, state and federal laws prohibiting discrimination in hiring or employment opportunities.

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

CITY OF LAS VEGAS

Shelly Berkley, Mayor

Date

ATTEST:

Dr. LuAnn D. Holmes, MMC, City Clerk

APPROVED AS TO FORM:

John S. Ridilla 7/7/25

Deputy City Attorney

John S. Ridilla
Assistant City Attorney

LAS VEGAS VALLEY WATER DISTRICT

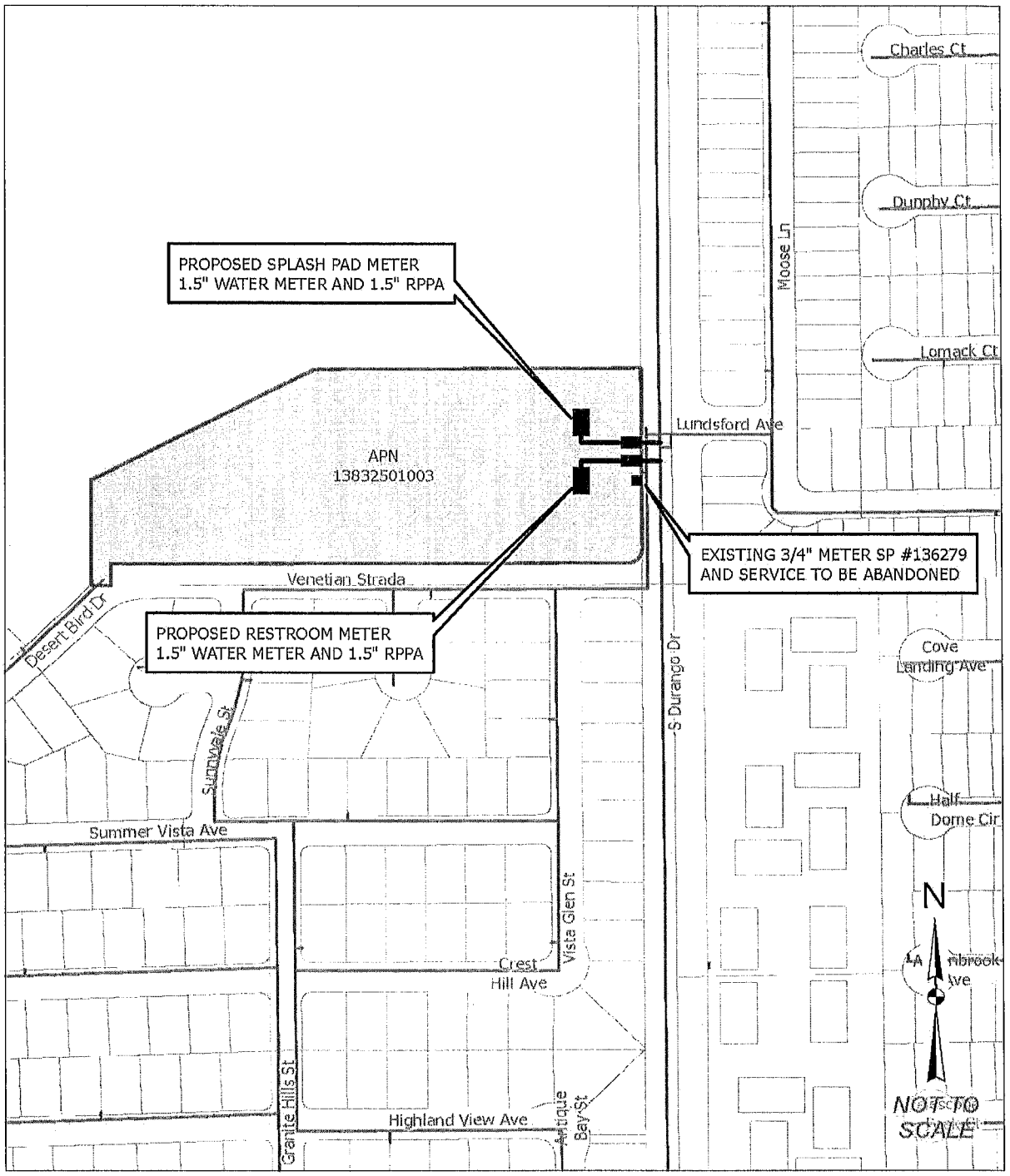
Marilyn Kirkpatrick, President
Board of Directors

Date

APPROVED AS TO FORM:

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

EXHIBIT A
WATER FACILITIES
CLV ANGEL PARK RENOVATION



LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS
AGENDA ITEM

August 5, 2025

Subject: Agreement
Petitioner: Kenneth A. Albright, Acting Deputy General Manager, Operations
Recommendations: That the Board of Directors approve and authorize the General Manager to sign an agreement between the United States Army 63rd Readiness Division and the District to provide professional engineering services, supplies, and resources for maintenance, repair, and upgrades of water facilities at the Sloan Army Reserve Center.

Fiscal Impact:
None by approval of the above recommendation. Expenditures incurred by the District will be fully reimbursed by the United States Army.

Background:
The United States Army, 63rd Readiness Division (63rd RD) owns a Small Water System (System) that provides water to its base in Sloan, Nevada, as generally shown on Attachment A. This is a "public water system" under Nevada Revised Statute 445A.235 and must be operated in accordance with Nevada Administrative Code (NAC) Chapter 445A. The 63rd RD is further required to have staff trained or certified to operate the System as required by NAC 445A.6275.

On September 2, 2014, the Board of Directors approved an agreement with the United States Army Reserve for the design, retrofit, operation, and maintenance of the System (2014 Agreement). The 2014 Agreement authorized the District to provide qualified engineering expertise to design and retrofit the System. The District also provided certified staff to operate and maintain the System pursuant to NAC 445A. The 2014 Agreement expired, and a new agreement is needed for the District to continue providing services to the 63rd RD.

If approved, the attached Intergovernmental Support Agreement (IGSA) authorizes the District to provide System support services such as professional engineering, supplies, and resources for the maintenance, repair, and upgrade, or related services associated with the System for one year. The 63rd RD will pay the District an increasing monthly charge, plus any direct costs incurred by the District. By approval of this item, the Board is also authorizing the General Manager to approve up to nine additional annual renewals.

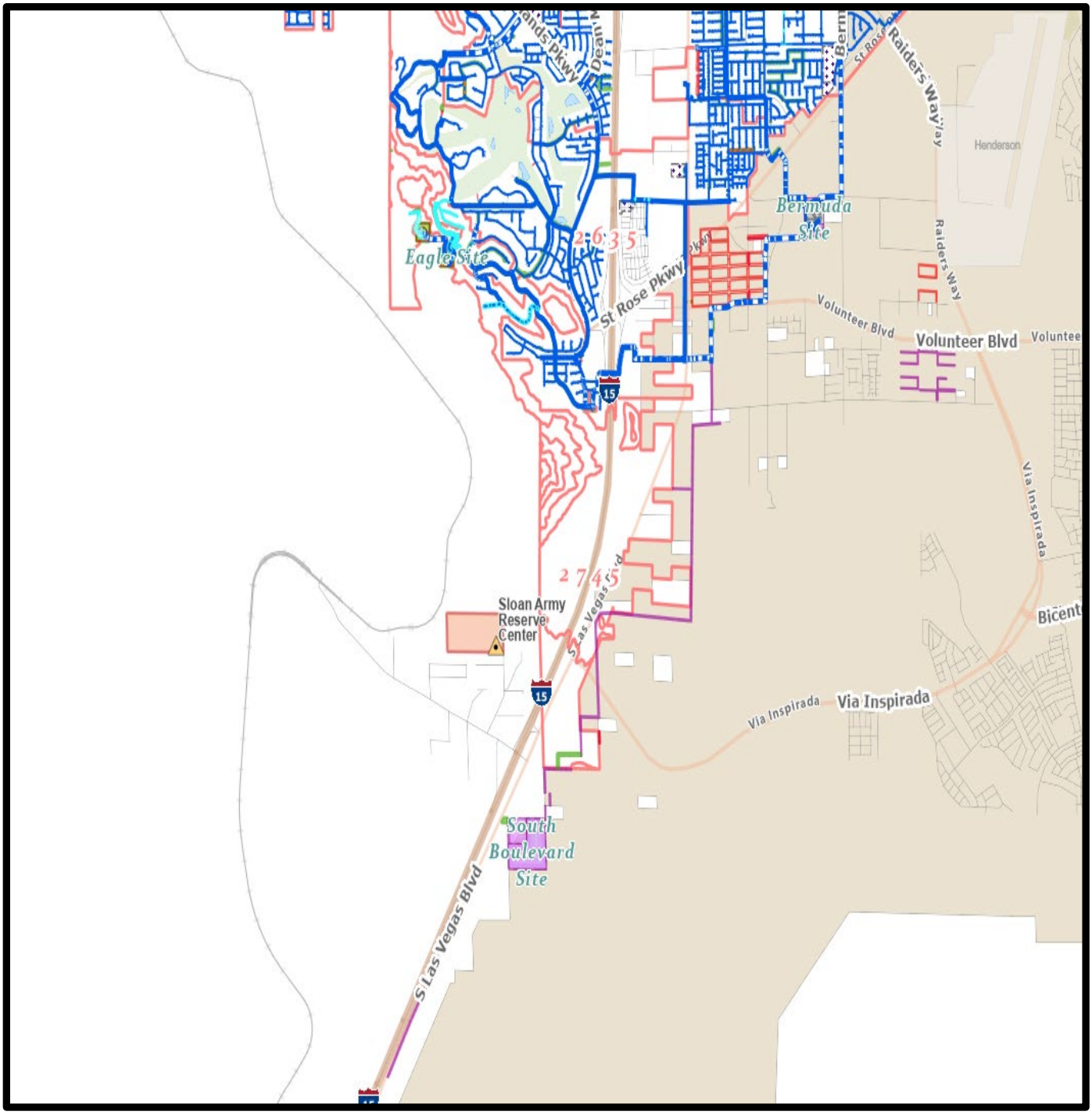
This agreement is being entered into pursuant to NRS 277.180 and Section 1(13) of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947. The office of General Counsel has reviewed and approved the agreement.

JJE:KAA:BO:AG:ae
Attachments: Attachment A, Agreement

AGENDA ITEM # **5**

LVVWD Board of Directors
Agenda Item

Attachment A



INTERGOVERNMENTAL SUPPORT AGREEMENT (IGSA)
BETWEEN THE
63RD READINESS DIVISION
AND
LAS VEGAS VALLEY WATER DISTRICT

This Intergovernmental Support Agreement (hereafter referred to as "IGSA" or "Agreement") between the 63rd Readiness Division (hereafter referred to as "63rd RD") and Las Vegas Valley Water District (hereafter referred to as "LVVWD") is entered into pursuant to federal law codified at 10 USC 2679. The statute authorizes the Secretary of the Army to enter an IGSA on a sole source basis with a state or local government to receive installation support and services. The Secretary of the Army has delegated authority to the Chief, Army Reserve (hereafter referred to as "CAR"), and CAR has delegated authority to the 63rd RD Commander (hereafter referred to as "63rd RD Commander") to execute agreements on behalf of the United States Army Reserve (hereafter referred to as "USAR"), and the RD Commander has approved the execution of this IGSA.

This document identifies the roles and responsibilities of the parties involved, identify the services to be furnished by the LVVWD, the prices to be paid by the United States, and the appropriate reimbursement and quality control procedures for contract performance. The parties involved undertake this Agreement to receive and provide services, supplies, or construction to the United States, to achieve cost savings for the Department of the Army, and to provide additional revenue to the partner and their work force.

1. RESPONSIBILITIES OF THE PARTIES:

    a. The LVVWD shall perform the installation support services as stated in this IGSA. The term "installation support services" only includes services, supplies, resources, and support typically provided by LVVWD for its own needs and without regard to whether such services, supplies resources, and/or support are provided to its residents generally, except that the term does not include security guard or firefighting services. The scope of the services provided by LVVWD pursuant to this agreement is limited to services already provided by LVVWD for its own use.

    b. This is a non-personal services agreement. Each party is responsible for all the costs of its personnel including pay, benefits, support, and travel. Each party is responsible for supervision or management of its personnel.

    c. The tasks, duties and responsibilities set forth in this IGSA may not be interpreted or implemented in any manner that results in LVVWD personnel creating or modifying federal policy, obligating appropriated funds of the United States, or overseeing the work of federal employees. Under no circumstances shall LVVWD employees or contractors be deemed federal employees. If LVVWD is providing services, which requires a licensed contractor ("Contractor") to perform the work or part of the work, and the cost of the services provided by the Contractor is (i) less than $25,000 or is provided pursuant to a competitive bidding exception in accordance with NRS 332.115, LVVWD will not perform the required services and The 63rd RD shall be responsible for acquiring the services through another party; (ii) if the services performed by the Contractor are greater than $25,000, LVVWD will select a Contractor through a competitive process pursuant to NRS 338 requirements. If LVVWD is providing the services through a third party which is not required to be a licensed

contractor, hereinafter referred to as "Provider", and the cost of the services furnished by Provider is (iii) less than $50,000, or is provided pursuant to a competitive bidding exception in accordance with NRS 332.115, LVVWD will not perform the required services and the 63rd RD shall be responsible for acquiring the services through another party; (iv) if the services performed by the Provider are greater than $50,000, LVVWD will select a Provider through a competitive process pursuant to NRS 332 requirements Employees of the United States may not perform services for or on behalf of the LVVWD without the approval of the IGSA Manager (hereafter referred to as "IGSA-M").

2. SUMMARY OF SERVICES AND PRICE:

   a. In consideration for the services outlined below to be provided by LVVWD, and if such services are requested by the United States and performed by LVVWD, the 63rd RD agrees to pay the LVVWD in accordance with Appendix 1.

   b. In no case will services provided under this IGSA exceed $5 million annually.

3. TERM OF AGREEMENT: The term of this agreement shall be not more than 10 years.

   a. The term of this Agreement shall be for one year from the execution of the Agreement, and renewable for successive one-year option periods for nine additional years at the option of the 63rd RD. The United States shall be obligated for only one year of performance under the Agreement, as it has no authority to obligate additional periods of performance without appropriation of adequate funds by the Congress. In no event will the cumulative term of this agreement, including the initial year and all option years, exceed 10 years overall. Further, except as expressly provided herein, this agreement does not itself obligate any funds. No obligation of funds for services provided pursuant to this agreement shall be made in advance or in the absence of an appropriation of adequate funds by Congress, nor shall any such obligation be made that is otherwise contrary to applicable law, including the Anti-deficiency Act. The United States shall only be obligated upon receipt of appropriated funds, only upon written notice by the IGSA-M of an intent to utilize the services provided pursuant to this agreement, and only upon the actual performance of such services. The IGSA-M shall provide notice of intent to renew the IGSA at least 10 days prior to the expiration of the current base or option year, as the case may be. The IGSA-M may condition the renewal upon availability of funds and may suspend performance of the renewed period at no additional cost to the United States, until adequate funds have been received. If funds are not appropriated and received, the parties agree that the Agreement can be unilaterally terminated by the IGSA-M without further liability to the United States.

4. PAYMENT:

   a. The 63rd RD shall pay the LVVWD for services based upon satisfactory completion of services on a month-to-month basis following the provision of such services. Payment shall be based on services provided as set forth in this Agreement. The LVVWD shall not include any State or Local taxes in the prices it charges the United States unless approved by the IGSA-M in advance and codified in the IGSA document in advance. The LVVWD shall electronically submit invoices or payment requests to the Government's IGSA-M and IGSA Technical Representative (hereafter referred to as "IGSA-TR").

   b. The Government will make payment in accordance with the Prompt Payment Act (31 USC 3903) and implementing regulations Interest shall be paid for late payments

as required by the Act and shall be paid at the rate established by the Secretary of the Treasury for disputes under the Contract Disputes Act of 1978.

c. The payment method for IGSAs will be made via Miscellaneous Payment transactions processed through the General Fund Enterprise Business System (GFEBS). All IGSAs will be manually entered into GFEBS to commit and obligate funds. Payments will be processed within GFEBS by the 63rd RD Department of Public Works (hereafter referred to as "63rd DPW"), who will submit payment documents to the Defense Finance Accounting Service (hereafter referred to as "DFAS"), who will issue payment via electronic fund transfer (EFT) or check to the LVVWD. Absent a good faith dispute, payment to LVVWD shall not exceed 30 calendar days from the date the invoice is received by 63rd RD.

5. CHANGE IN RATES:

Rates, which are different from the rates identified in Appendix 1, may only be adjusted by LVVWD upon 30 days written notice to the IGSA-TR and the IGSA-M. If the IGSA-M or his representative disagrees, the parties shall discuss the proposed rates, changes in the services, or other modifications to this Agreement. Proposed rate changes that bring monthly utility water service rates to no more than $11,000 may be approved in writing by the IGSA-M upon receipt of a letter with the aforementioned written notice. Otherwise, changes to prices and rates may be effectuated if reduced to writing and approved and incorporated into this Agreement by the IGSA-M in a manner not inconsistent with the terms of this agreement.

6. OPEN COMMUNICATIONS AND QUALITY CONTROL:

The parties of this Agreement shall identify and present any issues or concerns that could potentially impede successful performance of the IGSA in a timely and professional manner. The LVVWD shall maintain a quality control plan to ensure all work is completed within the specified timelines and quality standards specified in this Agreement. After this Agreements execution, an initial joint meeting of the partners will be conducted to discuss the terms of the IGSA. The initial meeting shall also discuss the orientation of the LVVWD and its employees to work areas on the installation as well as a phase-in plan to permit the orderly transition of responsibilities for performance of the services by the LVVWD.

7. INSPECTION OF SERVICES:

a. The LVVWD will only tender services and goods in conformance with this IGSA. The IGSA-M for this Agreement shall appoint an IGSA-TR who will be responsible for inspecting all services performed in accordance with the parameters outlined in this Agreement. The LVVWD will be notified of the identity of the IGSA-TR and their alternate, and of any changes to the primary and/or alternate IGSA-TR that may occur after the execution of this Agreement. A modification to the primary and/or alternate IGSA-TR does not constitute a material modification to this Agreement, does not void this Agreement, or relieve either of the parties to this agreement of their responsibilities contained herein. If services are performed outside the installation, the IGSA-TR shall be granted access to areas where services are performed. The IGSA-TR shall have the right to inspect and test all services; inspections and tests to be conducted in a manner that will not unduly delay the performance of work.

b. If the IGSA-TR determines that services do not conform to the requirements in this Agreement, the IGSA-TR can require the LVVWD to perform the services again, in whole or in part, at no additional cost to the government, after written notice of such

has been provided to LVVWD. If LVVWD disagrees with the IGSA-TR's determination, LVVWD shall dispute that determination in writing in accordance with the "Claims and Disputes" paragraph, below.

c. If the LVVWD is unable to perform any of the services due to an occurrence beyond the reasonable control of the parties, such as Acts of God, unusually severe weather, or government activities on the installation which impede LVVWD performance, LVVWD shall promptly notify the TR, and coordinate performance for a later time.

d. In those rare instances in which LVVWD fails to re-perform services or abandons performance, the United States may perform or contract for performance of the services and charge those costs to LVVWD. Except in an emergency, the United States will not exercise this authority without providing prior notice to the POC(s) designated by LVVWD to allow for amicable resolution of issues between parties. If services are deemed to be deficient and cannot be corrected to the satisfaction of the TR, the IGSA-M may terminate the IGSA, and/or any work ordered thereunder, immediately. Such termination shall not become effective without prior notice and consultation with the LVVWD POC(s) identified in this agreement by LVVWD.

8. TERMINATION:

a. This IGSA may be terminated by mutual written agreement at any time, by either party. Except as otherwise specified in this Agreement, either party can unilaterally terminate this IGSA upon 60 days written notice to either the LVVWD POC(s) and/or the 63rd RD IGSA-M, respectively, as designated in this Agreement.

b. The United States reserves the right to terminate this agreement for its convenience at any time. When notified by the IGSA-M of the termination, the LVVWD shall immediately stop all work. The government will pay the LVVWD a percentage of the agreed price reflecting the percentage of work performed leading up to the notice, including material, equipment, and other reasonable costs which were procured for the provision of such work under this agreement. The LVVWD shall not be paid for any work performed or costs incurred which reasonably could have been avoided if LVVWD performs said work after receiving notice of termination from the IGSA-M.

9. SUSPENSION OF AGREEMENT:

The United States reserves the right to suspend performance of this Agreement or access to the installation in event of emergencies, mobilizations, national security reasons, or for other reasons outside the control of the United States.

10. APPLICABLE LAW:

This IGSA is subject to the laws and regulations of the United States. If any federal statute expressly prescribes policies or requirements that differ from the terms and conditions of this IGSA, those provisions of the statute(s) shall govern this agreement.

11. CLAIMS AND DISPUTES:

a. The parties of this Agreement shall use their best efforts to resolve any disagreement(s) or dispute(s) they may have regarding this Agreement. To minimize disputes, the parties will meet periodically, preferably monthly, to discuss performance and any other issues either party may have. The IGSA-TR shall represent the United States in such meetings.

b. If the parties are unable to resolve an issue, the IGSA-TR and/or LVVWD may submit a claim arising out of the Agreement to the IGSA-M for a final decision. The written submission must specify the nature and basis for the relief requested, include any data that supports the claim, and designate a LVVWD representative to discuss the claim and its resolution with the IGSA-M. The IGSA-M shall issue a final decision within 90 calendar days of receipt of any claim.

12. APPEALS AUTHORITY:

In the event the LVVWD is dissatisfied with a claim and/or dispute decision made by the IGSA-M, LVVWD may appeal the matter to the 63rd RD Commander. In its appeal to the 63rd RD Commander, LVVWD must specify the basis of its disagreement with the IGSA-M decision. The 63rd RD Commander, or their designee, shall issue a final determination on the matter within 60 calendar days of receipt of the appeal. The final determination shall be reduced to writing and provided to the LVVWD POC(s) and the IGSA-M and IGSA-TR, as specified in this Agreement. All final determinations that result in the payment of additional funds to the LVVWD must be coordinated with the IGSA-M. As part of its appeal, the LVVWD may request nonbinding Alternative Dispute Resolution (ADR) to resolve disputes; the Government may agree to the use of ADR at its sole discretion. If ADR procedures are employed, the 63rd RD Commander shall consider the findings and recommendations of the third-party mediator(s) in making a final determination.

13. NOTICES, POINTS OF CONTACT (POCs), ANNUAL REVIEWS, AND AMENDMENTS TO THE IGSA:

The POCs for issues pertaining to this IGSA are as follows:

a. For the United States:

IGSA Manager (IGSA-M)
COL Ronald Hughes.
63rd Readiness Division, DPW Director
Phone: 719-516-7097
Email: ronald.a.hughes.mil@army.mil

IGSA Technical Representative (IGSA-TR)
Mr. Thomas Wiley
63rd Readiness Division, DPW Operations Chief
Phone: 831-210-8952
Email: Thomas.e.wiley.civ@army.mil

b. For LVVWD:

Frank Kalenits, Operations Manager, Operations
Las Vegas Valley Water District
1001 South Valley View Blvd
Las Vegas, NV 89107
Phone: 702-822-8393
Email: frank.kalenits@lvvwd.com

Jim Haining, Purchasing Manager
Las Vegas Valley Water District1001 South Valley View Blvd.
Las Vegas, Nevada 89153
Phone: 702-258-3200
Email: Purchasing.HelpDesk@lvvwd.com

c. Unless otherwise specified, all notices under this Agreement shall be provided to the POCs specified above.

d. The POCs and a management official at least one level above the POCs as well as the IGSA-M shall meet annually to discuss this IGSA, consider any amendments to the Agreement, and to coordinate the execution of follow-on option years and/or discuss the renewal of this IGSA.

e. Any party can propose amendments to this Agreement at any time. All amendments must be reduced to writing and incorporated by amendment to this Agreement by the IGSA-M to be effective.

14. DUTY TO PROTECT GOVERNMENT PROPERTY ON THE INSTALLATION:

The LVVWD shall conduct a visit of the installation with the IGSA-TR prior to performance of this IGSA to satisfy itself of the general and local conditions existing on the installation to include sites where services will be performed. The LVVWD shall plan to protect Government property on the installation. The LVVWD shall take measures to protect and not damage any property of the United States during performance of services. Should the LVVWD damage such property, the LVVWD may replace the item or restore it to its prior condition at its own cost or reimburse the United States for such repair or replacement costs. If the LVVWD does not take measures to replace or restore the damaged property, the United States reserves the right to deduct replacement or restoration costs from amounts billed by the LVVWD each month until the United States' expenses have been recouped. The IGSA-TR shall provide written notice of the Government's intent to offset costs against billings to allow the parties to resolve the matter amicably. Such resolution can include a schedule for payments to cover the loss or restoration of Government property over the term of the current period of performance.

15. CONTINUITY OF SERVICES:

The LVVWD recognizes that the services under this Agreement are vital to the United States and must be continued without interruption and performed even in event of a dispute between the parties. Should the United States terminate this Agreement for any reason, the LVVWD agrees to furnish phase-in training to any successor contractor and exercise its best efforts and cooperation to affect an orderly and efficient transition of services. 63rd RD will reimburse LVVWD for all reasonable costs and expenses associated with such training, but unless agreed to in writing by the IGSA-M, such costs and expenses shall not exceed the amount it would otherwise cost for LVVWD to continue providing services under this IGSA.

16. HOLD HARMLESS:

To the extent authorized by Nevada law, the LVVWD shall indemnify and hold the United States harmless against any and all judgments, expenses, liabilities, claims and charges of whatever kind or nature that may arise as a result of the activities of the LVVWD or its employees in performance of this Agreement.

17. INSURANCE:

LVVWD represents and, in reliance on that representation, the 63rd RD understands and agrees that LVVWD is self-insured.

18. WAGES AND LABOR LAW PROVISIONS:

These provisions apply to the LVVWD and any contractor performing services under this IGSA on behalf of the LVVWD. The LVVWD shall be exempt from federal labor statutes, provided it pays its employees at wage grades or rates normally paid by the LVVWD and complies with all applicable LVVWD labor laws and standards. In no event, however, shall any employee be paid at a wage rate below the minimum wage established in the Fair Labor Standards Act. The LVVWD shall comply with all applicable federal, state and local occupational safety and health requirements and standards. If the LVVWD has knowledge that any actual or potential labor dispute by its employees may delay or threaten to delay performance of the contract, the LVVWD shall immediately notify the IGSA-TR and IGSA-M. The LVVWD shall provide timely updates until the dispute is resolved.

19. NON-DISCRIMINATION AND SEXUAL ASSAULT/HARASSMENT:

This provision applies to LVVWD and its contractors. The LVVWD agrees to not discriminate against any employee based upon race, color, religion, sex, national origin, or sexual orientation, or to allow any employee to engage in discriminatory practices or conduct while performing work under this IGSA. The LVVWD shall not permit employees which engage in sexual assault, sexual harassment or trafficking to perform services under this IGSA. The LVVWD shall not engage in age discrimination and shall comply with the Americans with Disabilities Act with respect to the hiring and accommodation of employees performing services under this IGSA.

20. TRANSFERABILITY:

This Agreement is not transferable except with the written authorization of the IGSA-M.

21. 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 may submit a claim to the IGSA-M for reasonable compensation associated with such adverse impact.

22. ACTIONS OF DESIGNEES:

Any act described in this IGSA that is to be performed by a specified individual or official may be performed by an alternate designee that is appointed, in writing, by that individual; with the exception of the IGSA-M. The original authority authorized to appoint IGSA Managers (i.e., RD or MSC Commander) must appoint additional/alternative IGSA-Ms.

Signatures and dates of signatures of the parties:

FOR THE UNITED STATES:

TRACY L. SMITH
Major General, U.S. Army
Commanding
63rd Readiness Division

24 JUN 2025
Date

FOR THE LAS VEGAS VALLEY WATER DISTRICT:

JOHN J. ENTSMINGER
General Manager

Date

List Attachments/Annexes:

1. Appendix 1 - Design, Retrofit, Operation, and Maintenance of the Sloan USARMY 63rd Readiness Division, Water Distribution System, Statement of Work (required)

APPENDIX 1

DESIGN, RETROFIT, OPERATION, AND MAINTENANCE OF THE SLOAN USARMY 63rd READINESS DIVISION (RD) WATER DISTRIBUTION SYSTEM PROJECT

SECTION A – Federal and Nevada Holidays

Except as noted in the Schedule of Work, workshall not be performed on the following holidays or on holidays observed in lieu thereof.

New Year's Day	1st day of January
Martin Luther King Jr.'s Birthday	3rd Monday of January
Presidents' Day	3rd Monday of February
Memorial Day	Last Monday of May
Juneteenth	19th day of June
Independence Day	4th day of July
Labor Day	1st Monday of September
Nevada Day	Last Friday of October
Columbus Day	2nd Monday of October
Veterans Day	11th day of November
Thanksgiving Day	4th Thursday of November
Christmas Day	25th day of December

SECTION B – Supplies or Services

CLIN	Description	Qty	Unit	Unit Price	Approximate Amount
	Addition of Backflow for Potable Water Feed POP: To commence immediately upon approval by both parties.	1	Job	$81,600	$81,600
	Addition of Backflow for Fire Protection Water Feed POP: To commence immediately upon approval by both parties.	1	Job	$81,600	$81,600
	Replacement of Arsenic Treatment Vessels POP: To commence immediately upon approval by both parties.	1	Job	$156,000	$156,000
	Addition of 150 kW Generator POP: To commence immediately upon approval by both parties.	1	Job	$426,000	$426,000
	Addition of 125 Kgal Bolted Steel Water Storage Tank POP: To commence immediately upon approval by both parties.	1	Job	$756,300	$756,300

	Utility Water Services; Monthly Service Charge – First Performance Period POP: TBD	12	Month	$9,000	$108,000
	Utility Water Services; Monthly Service Charge – Second Performance Period POP: TBD	12	Month	$9,000	$108,000
	Utility Water Services; Monthly Service Charge – Third Performance Period POP: TBD	12	Month	$9,000	$108,000
	Utility Water Services; Monthly Service Charge – Fourth Performance Period POP: TBD	12	Month	$10,000	$120,000
	Utility Water Services; Monthly Service Charge – Fifth Performance Period POP: TBD	12	Month	$10,000	$120,000
	Utility Water Services; Monthly Service Charge – Sixth Performance Period POP: TBD	12	Month	$10,000	$120,000
	Utility Water Services; Monthly Service Charge – Seventh Performance Period POP: TBD	12	Month	$11,000	$132,000
	Utility Water Services; Monthly Service Charge – Eight Performance Period POP: TBD	12	Month	$11,000	$132,000
	Utility Water Services; Monthly Service Charge – Ninth Performance Period POP: TBD	12	Month	$11,000	$132,000

	Utility Water Services; Monthly Service Charge – Tenth Performance Period POP: TBD	12	Month	$11,000	$132,000

SECTION C – Description/Specifications/Work Statement

C.1 Scope: Utility services to be provided to facilities under the operational control of the Commander, 63rd RD. Subject to the terms and conditions of this Agreement, the District shall furnish, and the Government receive demand side utility services that results in the System being compliant with State of Nevada Water Permit Requirements. Once compliance is achieved, the District shall perform Operations and Maintenance (O and M), and Renewal and Replacement (R and R) utility services on the System. The District is only responsible for the equipment used in the water production (well), water treatment and water storage aspect of the System, all other aspects are the responsibility of the 63rd RD . All services provided by the District shall conform to all applicable laws, rules, codes, industry standards, permits, and regulations, promulgated by any and all government authorities having jurisdiction. The District's personnel performing utility services under this agreement shall, at all times, be controlled, directed, and supervised, whether directly or indirectly, by the District and its management personnel.

C.2 General Requirements:

C.2.1 The Parties mutually agree that the District has the ability to design, retrofit, operate, and maintain the System to meet the NAC 445A permit requirements and the System's operational requirements.

C.2.2 The District shall maintain open communication with the Government and will make commercially reasonable efforts to resolve issues and problems identified by the Government. Likewise, the 63rd RD shall, in a timely manner, identify and present to the Point of Contact (POC) or the IGSA-M issues/problems that affect the 63rd RD and/or impede successful completion of the requirements in this Agreement.

The 63rd RD will designate a POC who shall regularly coordinate and collaborate with the District to discuss projects that might potentially impact the System. The District should be prepared to participate in the meetings. Likewise, the District shall keep the POC advised on any projects scheduled for the System that may impact the 63rd RD.

C.2.3 The Commander, 63rd RD, grants to the District and its agents, employees, contractors, and subcontractors reasonable access to the System to accomplish its duties and responsibilities in accordance with the requirements of this contract. Such access is subject to the general supervision and control of the Commander, 63rd RD, and their duly authorized representatives. In accepting the rights, privileges, and obligations established hereunder, the District recognizes that 63rd RD owned or controlled areas serve the national defense and that the Government will not permit the operations, installation, repair, and maintenance of the System and the provision of utility services to interfere with the 63rd RDs military mission.

The 63rd RD is an operating military facility that provides limited access points to the public and is subject to the provisions of the Internal Security Act of 1950, 50 U.S.C. § 797, and

of 18 U.S.C. § 1382. The Commander, 63rd RD, has established and lawfully promulgated orders, policies, procedures, and regulations to control and manage access to the installation. Any access granted to the District, its officers and employees, contractors of any tier, agents, and invitees is subject to such regulations and orders. This Right of Access is subject to all regulations and orders currently promulgated or which may be promulgated by lawful authority as well as all other conditions contained herein. Such regulations and orders may, by way of example and not by way of limitation, include restrictions on who may enter, how many may enter at any one time, when they may enter, and what areas of the premise they may visit, as well as requirements for background investigations, including those for security clearances, of those entering.

C.2.4 The District is responsible for the actions of its officers, employees, contractors of any tier, agents, and invitees while at the 63rd RD and acting under this Right of Access. In the event all or any portion of the premises shall be needed by the United States or in the event the presence of the District's property shall be considered detrimental to governmental activities, the District shall, from time-to-time and upon notice to do so, and as often as so notified, remove or relocate its property to such other location or locations at the System as may be required by the IGSA-M or POC. The District further recognizes that the operation, construction, installation, repair, and maintenance of the System at the 63rd RD may be subject to requirements and approvals not ordinarily imposed by civilian authorities, including, but not limited to, compliance with the National Environmental Policy Act of 1969, as implemented. The District agrees to abide by all applicable regulations. Any costs incurred under this section shall be reimbursed to the District by the 63rd RD.

C.2.5 The District is granted access to the System in an "as is, where is" condition without any warranty, representation by the Government concerning the condition of the System, or obligation on the part of the Government to make any alterations, repairs, improvements, or corrections to defects whether patent or latent. The District shall return the System's grounds, vegetation, and premise to a like condition that existed prior to the repairs being completed.

C.2.6 The District is not responsible for any equipment failures or other issues that may arise due to the 63rd RD denying entry to the property nor will the District be responsible for any failures which are outside of District's control, including but not limited to force majeure events as follows: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, with a direct impact on this Agreement; (d) if site access is necessary to perform the Work under this Agreement, site restrictions for elevated security risks; (e) industry-wide strikes with a direct impact on this Agreement; (f) vandalism; (g) toxic/hazardous material spills; and (h) and other factors that are outside of District's control.

C.2.7 Response to Service Interruptions, Contingencies, and Catastrophes: The District shall employ sound utility practices to ensure continuous, dependable, and reliable utility service and to minimize the scope and length of any service disruption. It is understood between the Parties that the District will endeavor to provide potable water, but makes no guarantee of service. The District will endeavor to notify the POC ten days in advance of any interruption of service. However, in emergency conditions or when notification is not practicable, service may be interrupted without warning for indefinite periods of time.

It is understood by both Parties that existing equipment and infrastructure will be used in the retrofit. Even though this equipment and infrastructure is utilized in the retrofit of the System,

the District makes no warranty. The 63rd RD will be fully financially responsible for any infrastructure, and equipment purchase or repairs during the term of this agreement.

C.3 Future Work: The District shall, from time-to-time and upon notice to do so and as often as so notified, assist the 63rd RD in planning and executing, if required, future projects that impact the 63rd RDs utility system, reduce usage, or increase efficiency. The District will be reimbursed for these services, including all approved costs for equipment, parts, materials, and any other ancillary expenses and costs.

SECTION D – Inspection and Acceptance

D.1 Inspection and Acceptance will be accomplished by the POC at the 63rd RD.

SECTION E – Deliveries or Performance

E.1 Contract Term: The District agrees to furnish, and the 63rd RD agrees to purchase water utility services in accordance with the terms and conditions of this Agreement, for a maximum period of ten years commencing with the Agreement start date. The Parties shall have the right to extend the Agreement over a mutually agreeable time period provided the service is still required.

E.2 Commencement of Service: The District shall be prepared to provide utility services upon the execution of this Agreement.

SECTION F – Utility Service Charge Adjustments and Accounting Procedures

F.1 Utility Service Charge Adjustment: At the request of either Party to this Agreement, and with reasonable cause, the District's maximum limits may be re-negotiated. Any changes to charges, terms, or conditions as a result of negotiations shall be made part of this Agreement by the issuance of a written, bilateral agreement modification. The failure of the Parties to agree upon any change after a reasonable period of time shall be a dispute under the Disputes clause of this Agreement.

F.2 Accounting Procedures: The District shall maintain records of all costs and payments associated with this Agreement and shall conform to the Governmental Accounting Standards Board and the Financial Accounting Standards Board, as appropriate.

SECTION G – Special Contract Provisions

G.1 Hazardous Substances: The District must comply with all applicable laws on occupational safety and health, for the handling and storage of hazardous materials, and the proper handling and disposal of hazardous wastes and hazardous substances generated by its activities. Responsibility for the costs of proper handling and disposal of hazardous wastes and hazardous substances is the responsibility of the 63rd RD. The terms hazardous materials, hazardous wastes, and hazardous substances are as defined in the Federal Water Pollution Control Act, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, the Solid Waste Disposal Act, the Clean Air Act, and the Toxic Substances Control Act, and their implementing regulations, as they may be amended from time to time. Any unexploded ordnance discovered on government property by the District is the responsibility of the Government and will not be disturbed by the District but, upon discovery, shall be immediately reported to the POC and IGSA-M.

G.2 Public Disclosure: The District shall make no public announcements or disclosures relative to information developed from this agreement, including future plans or programs

resulting from this System retrofit or its operation. All requests for information regarding the System shall be directed to the IGSA-M. System information shall not be released by the District or any sub-contractor(s) to other government agencies (DoD and Non-DoD), private groups, private individuals or private agencies without prior written approval from the Army. Army coordination will occur through the IGSA-M. Notwithstanding the foregoing, District and 63rd RD recognize each other's respective duties under the Nevada Public Records Act and Freedom of Information Act and do not, by this IGSA, intend to alter their duties thereunder or to require either party to do, or refrain from doing, anything contrary to the Nevada Public Records Act or Freedom of Information Act.

G.3 Fraud, Waste, and Abuse: IAW AR 11-2, Management Controls, the District's personnel shall be encouraged to be alert to and report to the POC suspected situations of fraud, waste, and abuse or other intentionally dishonest conduct observed during or in the performance of the Agreement.

G.4 Copies of Calculations, Reports, etc.: All copies of reports, materials, calculations, analysis, etc., generated for the execution of this Agreement shall become the property of the Government and shall not be released to any other agency or individual without prior approval.

G.5 Contractor Inspection System: The District shall provide inspection services in a manner that assures the services provided are acceptable to the Terms and Conditions of this Agreement.

G.6 Points of Contact (POCs): A person will be nominated by the requiring activity and designated by the IGSA-M that will interface with the District and is responsible for providing guidance or information, resolving issues and problems, and keeping the IGSA-M and the District informed on the installation utility requirements. The POC is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

G.7 Mobilization and Other Contingency Planning:

G.7.1 It is possible that a general or limited mobilization of reserve forces, natural disaster or other emergency may impact contract performance. In the event of such a situation, the Government reserves the right to require the District to promptly take whatever measures are needed to meet any new demands placed upon them. Such demands may well require increases in the District's furnished property, as well as extended work hours and expansion of the District's work force, only if District has the capability to do so accordingly.

G.7.2 To ensure that Government operations which depend upon the services provided hereunder can proceed with no or only minimal disruption, the District will, during the life of this Agreement, use reasonable efforts to anticipate the possibility of a contingency or similar emergency and the steps it will need to take to rapidly expand its Agreement capabilities to meet the exigency, if feasible to do so.

G.7.3 If any such change causes an increase or decrease in the cost of, or the time required for performance of any part of the work under the contract, whether or not changed by the order, the IGSA-M may, upon request and otherwise in accordance with the terms of the IGSA agreement, federal law, and applicable regulations, modify prices and rates accordingly. Such modifications must be reduced to writing and approved and incorporated into this Agreement by the IGSA-M.

G.8 Safety Requirements: The District shall implement a safety program conforming to the applicable Federal, State, and Local laws, rules and regulations. The program shall meet or exceed the above mentioned laws, rules, and regulations.

G.9 Revised Rates: The District shall provide the IGSA-M and IGSA-TR proposed new rates as quickly as possible. Upon acceptance of the new rates, the Government shall pay at the new rate structure beginning the next new billing cycle.

ATTACHMENT A

LAS VEGAS VALLEY WATER DISTRICT

MEPS ID: 6739

SLOAN U.S. ARMY RESERVE SMALL WATER SYSTEM IMPROVEMENTS

STATEMENT OF WORK

DESCRIPTION

Make improvements to the Sloan U. S. Army Reserve's small water system per Attachment 1 - Detailed Design List.

JUSTIFICATION

The Las Vegas Valley Water District (District) has been asked by the Army to operate and maintain their water system at the Sloan U. S. Army Reserve base. To effectively accomplish this mission and to meet local, state, and federal drinking water standards, modifications and improvements must be made at the site. District has identified the following work be authorized by 63rd RD, which should be prioritized immediately to ensure compliance with the foregoing, as identified further in Attachment 1: (1) Addition of Backflow for Potable Water Feed; (2) Addition of Backflow for Fire Protection Water Feed; and (3) Replacement of Arsenic Treatment Vessels. District further recommends the following work be authorized subsequently thereafter, as identified further in Attachment 1: (i) Additional 150kW Generator; and (ii) Addition of 125 Kgal Bolted Steel Water Storage Tank.

ROLES AND RESPONSIBILITIES

The District will provide a complete set of engineered drawings including as-builts. The District will provide all PLC and SCADA programming. All other applicable services, including equipment installation, will be performed by District and/or its selected contractor. All other equipment and installation labor is to be supplied by the Army and shall meet District specifications.

JUSTIFICATION LIMITATIONS

None

OPERATIONAL CONSIDERATIONS

None

FUNDING

Funding for the improvements at the Sloan U. S. Army Reserve small water system would be provided in agreement with the Army. No obligation of funds shall occur until adequate funds are appropriated by Congress and made available for such obligation in compliance with the limitations imposed by the Antideficiency Act.

RIGHT-OF-WAY/PERMITS

All work to be performed within existing right-of-way. Permit requirements to be determined.

ATTACHMENT 1

Detailed Design List

1. Addition of Backflow for Potable Water Feed
    A. Mechanical Improvements: Make the following mechanical improvements or modifications:
        1) Install compact reduced pressure principle assembly (RPPA) backflow device.**
        2) Install transition couplings and piping as required to adapt to existing onsite pipe.
        3) Install concrete pad.
        4) Install enclosure with anchorage to concrete pad per manufacturers requirements.**
        5) Install brass curb stop with standard valve box, including transition couplings as required to adapt to existing onsite pipe.
        6) Install 6" diameter PVC irrigation box (non-paved areas) or top section of ductile iron standard valve box with concrete collar (paved areas) for access to brass curb stop.
    B. O&M Documentation and NAC compliance manual.**

2. Addition of Backflow for Fire Protection Water Feed
    A. Mechanical Improvements: Make the following mechanical improvements or modifications:
        1) Install compact reduced pressure principle assembly (RPPA) backflow device.**
        2) Install transition couplings and piping as required to adapt to existing onsite pipe.
        3) Install concrete pad.
        4) Install enclosure with anchorage to concrete pad per manufacturers requirements.**
        5) Install brass curb stop with standard valve box, including transition couplings as required to adapt to existing onsite pipe.
        6) Install 6" diameter PVC irrigation box (non-paved areas) or top section of ductile iron standard valve box with concrete collar (paved areas) for access to brass curb stop.
    B. O&M Documentation and NAC compliance manual.**

3. Replacement of Arsenic Treatment Vessels
    A. Mechanical Improvements: Make the following mechanical improvements or modifications:
        1) Replace existing arsenic treatment vessels and media.**
        2) Replace and/or reconfigure on-site piping as required to connect to new tanks.
    B. O&M Documentation and NAC compliance manual.**

4. Addition of 150 kW Generator
    A. Instrumentation: Install control/signal wire per District specifications for generator and ATS monitoring and control.
    B. Electrical Improvements: Make the following improvements or modifications to the electrical system per District specifications:
        1) Install 150 kW diesel powered backup generator with fuel tank to provide 24-hour operation of generator.
        2) Install automatic transfer switch.
        3) Install power distribution panel.
        4) Install all conduit, conductors, switches, breakers, etc., as required.
    C. Civil/Structural Improvements: Make the following mechanical improvements or modifications:
        1) Install concrete pad per generator and fuel tank manufacturer requirements.
    D. O&M Documentation and NAC compliance manual.

5. Addition of 125 Kgal Bolted Steel Water Storage Tank
    A. Instrumentation: Install the following instrumentation per District specifications and configure for SCADA monitoring or control, as required:
        1) Tank level transmitter
        2) Chlorine residual analyzer
        3) Tank mixer (if required)
    B. Electrical Improvements: Make the following improvements or modifications to the electrical system per District specifications:
        1) Install all conduit, conductors, switches, breakers, etc., in support of the required instrumentation work detailed above.
    C. Mechanical Improvements: Make the following mechanical improvements or modifications:
        1) Install 125,000-gallon bolted steel tank per AWWA D103 with NSF-61 approved interior coating.
        2) Install manual isolation valves on 4-inch and I0-inch inlet and outlet valves on water storage tank.
        3) Install underground piping as required to interconnect to existing potable water system.
        4) Install manual inlet and outlet isolation valves on water storage tank.
        5) Install vent and overflow.
    D. Civil/Structural Improvements: Make the following civil improvements or modifications:
        1) Prepare subgrade including cut, fill, and compaction to support foundation of 125,000-gallon bolted steel tank.
        2) Install concrete foundation for 125,000-gallon bolted steel tank.
        3) Site grading and drainage modifications as required due to installation of new tank.
    E. O&M Documentation and NAC compliance manual.

** Compliance issue

LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS
AGENDA ITEM

August 5, 2025

Subject: Authorization to Increase Funding
Petitioner: Kenneth A. Albright, Acting Deputy General Manager, Operations
Recommendations: That the Board of Directors authorize an increase in expenditures for the existing joinder agreement between Pioneer Americas LLC dba Olin Finance Company LLC and the District for sodium hypochlorite to a total amount not to exceed $1,500,000 annually.

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

Background:
On September 1, 2024, the District entered into a joinder agreement (Joinder) with Pioneer Americas LLC dba Olin Finance Company LLC that utilizes the Clark County Water Reclamation District contract for the supply of sodium hypochlorite in an amount not to exceed $1,044,000 per year. The Joinder is effective through August 31, 2029, providing all contract term extensions are renewed.

Sodium hypochlorite is a critical additive applied for the disinfection and treatment of water. Over the past year, the amount of sodium hypochlorite used by the District has increased due to consumption of well water, activation of new reservoirs, treatment of bacteriological levels in the water, and other factors. Further, while the price of sodium hypochlorite has remained stable over the last year, it is prudent to plan for future price variability. If approved, the proposed increase will ensure staff has the requisite authority to procure sodium hypochlorite sufficient to meet District demands during the current Joinder term and during subsequent renewal terms

If approved, this authorization to increase funding will allow the District to purchase sodium hypochlorite in an amount not to exceed $1,500,000 during the contract term and any future renewals.

This action is being entered into pursuant to NRS 332.195.1(a) and Section 1(13) of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947. The office of the General Counsel has reviewed and approved the action.

JJE:KAA:DC:nl
Attachment: Disclosure

AGENDA ITEM # **6**

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

LVVWD/SNWA/SSEA
DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Information

Business Entity Type:	Limited Liability Company
Business Designation Group:	
Number of Clark County Residents Employed:	21
Corporate/Business EntityName:	Pioneer Americas LLC
Doing Business As:	
Street Address:	16290 Katy Freeway
City, State, and Zip Code	Houston, Texas 77094
Website:	Pioneer Americas LLC is a wholly subsidiary of Olin Corporation
Contact Name:	Linas Staskevicius
Contact Email:	owcmarketing_bidteam@olin.com
Telephone No:	(423) 336-4421
Fax No:	

Nevada Local Business Information (if applicable)

Local Street Address:	350 Fourth Street 89015
Local Website:	
Local Contact Name:	Nick Pregman
Local Contact Email:	NPregman@olin.com
Telephone No:	(423) 336-4421
Fax No:	

BUSINESS ENTITY OWNERSHIP LIST

All entities, with the exception of *publicly-traded corporations* and *non-profit organizations*, must list the names of individuals, either directly or indirectly, holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board of Directors. (*If no parties own more than five percent (5%), then a statement relaying that information should be included in lieu of listing the parties).*

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Publicly-traded corporations and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest.

No Ownership More than Five Percent (5%) Statement (if applicable):

Subsidiary Company Pioneer Americas LLC is a wholly owned subsidiary of Olin Canada ULC. Olin Canada ULC is a wholly owned subsidiary of Olin North America Holdings, Inc. Olin North America Holdings Inc. is a wholly owned subsidiary of Olin Corporation, a publicly traded company.

Officers and Directors of Olin Corporation:

Beverley Babcock, Director

Edward M. Daly, Director

Mathew S. Darnall, Director

Ken Lane, Director, President, and CEO

Julie Piggott, Director
Earl L. Shipp, Director
William Weideman, Director
W. Anthony Will, Director
Carol A. Williams, Director
Brett A. Flaugher, VP and President, Winchester
Deon A. Carter, VP and President, Chlor Alkali Products and Vinyls
Florian J. Kohl, VP and President, Epoxy and International
Angela M. Castle, VP, Chief Legal Officer
Todd A. Slater, SVP and CFO
Randee N. Sumner, VP and Controller
Teresa M. Vermillion, VP and Treasurer
Marc Ehrhardt, VP and President Corporate Development and Business Services

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

Additional Supplemental Information to be Attached?
Number of Board members/Officers?
Number of Owners?

Names, Titles and Percentage Owned:

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

DISCLOSURE OF RELATIONSHIPS

Disclosure of Relationship/Ownership

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

Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

A. Do any business/corporate entity members, partners, owners or principals have a spouse, registered domestic partner,child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a LVVWD, SNWA, or SSEA full-time employee(s) and/or appointed/elected official(s)? **No**
B. Are any LVVWD, SNWA, or SSEA employee(s) and/or appointed/elected official(s) an individual member, partner, owner or principal involved in the business entity? **No**

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

Category A/B	Business Owner/Principal Name	LVVWD/SNWA/SSEA Employee/Official and Job Title	Business Owner/Official Relationship to LVVWD/SNWA/SSEA Employee/Official	LVVWD/SNWA/SSEA Employee's/Official's Department

Business Entity Authorized Signature:

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

Signer Name:	Lupe MelenaLinas Staskevicius
Signer Title:	Marketing AnalystBusiness Director, Bleach
Signer Email:	owcmarketing_bidteam@olin.comowcmarketing_bidteam@olin.com
Signed Date:	7/28/2025
E-signed Acknowledgement:	Yes

LVVWD/SNWA/SSEA Review

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

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

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

- – Is the LVVWD/SNWA/SSEA representative listed above involved in the contracting/selection processfor this item?
- – Is the LVVWD/SNWA/SSEA representative listed above involved in any way with the business inperformance of the contract?

Additional Comments or Notes:

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

	Haining, James	
Haining, James	Purchasing Division Manager	7/28/2025
Signature	Print Name/Title	Date

LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS
AGENDA ITEM

August 5, 2025

Subject: Agreement
Petitioner: Doa J. Ross, Deputy General Manager, Engineering
Recommendations: That the Board of Directors approve and authorize the General Manager to sign an agreement between Ernst & Young LLP and the District for professional services related to the upgrade of Oracle Customer to Meter software in an amount not to exceed $2,100,000.

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

Background:
On May 7, 2019, the Board of Directors authorized a joinder agreement with Oracle America, Inc. (Oracle), for the purchase of Oracle Utilities Customer to Meter System (C2M) software. The District utilizes the C2M software for management of customer accounts, rates and billing, payments, credit and collection, and field activities. In addition, C2M supports advanced metering infrastructure involving device inventory, testing, usage and event data, and smart meter commands. C2M includes all these benefits within one program.

The current C2M software will no longer be supported by Oracle beginning September 2026, which would reduce the level of certainty related to technical support for this critical system and potentially create significant financial exposure. As a result, the District would like to prepare now to ensure a smooth transition to the upgraded C2M software. The upgraded version of C2M will have features that will reduce risk, enhance customer service and credit and collections activities, support conservation initiatives, further optimize service response, and perform metering device management.

On October 4, 2022, the Board approved an agreement with Ernst & Young LLP (Ernst) for professional services to complete a business process review to improve consumption analysis and efficiencies of customer information systems supporting future rate changes and notification processes. Although the business process review is complete and the agreement has expired, Ernst developed a strong knowledge of District needs and processes while completing its work.

If approved, the attached Agreement to Provide Professional Services includes the terms and conditions that allow Ernst to provide implementation services for the C2M upgrade. With experience in implementing C2M and knowledge of District needs, Ernst is the ideal entity to support this upgrade. To control costs, District staff will conduct some of the implementation tasks and training. Work under this agreement will continue until all terms of the agreement have been satisfied.

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

JJE:DJR:JCD:BLB:CH:elm
Attachments: Disclosure, Agreement

AGENDA ITEM # 7

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

LVVWD/SNWA/SSEA
DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Information

Business Entity Type:	Partnership
Business Designation Group:	
Number of Clark County Residents Employed:	93
Corporate/Business EntityName:	Ernst & Young LLP
Doing Business As:	
Street Address:	8488 Rozita Lee Avenue
City, State, and Zip Code	Las Vegas, Nevada 89113
Website:	EY
Contact Name:	Tauseef Iqbal
Contact Email:	TAUSEEF.IQBAL@EY.COM
Telephone No:	(702) 267-9000
Fax No:	

BUSINESS ENTITY OWNERSHIP LIST

All entities, with the exception of *publicly-traded corporations* and *non-profit organizations*, must list the names of individuals, either directly or indirectly, holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board of Directors. (*If no parties own more than five percent (5%), then a statement relaying that information should be included in lieu of listing the parties).*

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Publicly-traded corporations and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest.

No Ownership More than Five Percent (5%) Statement (if applicable):

Ernst & Young LLP (EY US or the US firm), a limited liability partnership, is a member firm of Ernst & Young Global Limited. Partners own 100% of the firm. With no one partner owning more than 5% of the firm.

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

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

Number of Board members/Officers?

Number of Owners?

Names, Titles and Percentage Owned:

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

DISCLOSURE OF RELATIONSHIPS

Disclosure of Relationship/Ownership

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

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

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

A. Do any business/corporate entity members, partners, owners or principals have a spouse, registered domestic partner,child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a LVVWD, SNWA, or SSEA full-time employee(s) and/or appointed/elected official(s)? **No**

B. Are any LVVWD, SNWA, or SSEA employee(s) and/or appointed/elected official(s) an individual member, partner, owner or principal involved in the business entity? **No**

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

Category A/B	Business Owner/Principal Name	LVVWD/SNWA/SSEA Employee/Official and Job Title	Business Owner/Official Relationship to LVVWD/SNWA/SSEA Employee/Official	LVVWD/SNWA/SSEA Employee's/Official's Department

Business Entity Authorized Signature:

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

Signer Name:	Tauseef
Signer Title:	Iqbal Ernst & Young LLP (EY US or the US firm), a limited liability partnership, is a member firm of Ernst & Young Global Limited. Partners own 100% of the firm. With no one partner owning more than 5% of the firm.
Signer Email:	TAUSEEF.IQBAL@EY.COM Ernst & Young LLP (EY US or the US firm), a limited liability partnership, is a member firm of Ernst & Young Global Limited. Partners own 100% of the firm. With no one partner owning more than 5% of the firm. Ernst & Young LLP (EY US or the US firm), a limited liability partnership, is a member firm of Ernst & Young Global Limited. Partners own 100% of the firm. With no one partner owning more than 5% of the firm.
Signed Date:	4/29/2025
E-signed Acknowledgement:	Yes

LVVWD/SNWA/SSEA Review

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

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

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

- _– Is the LVVWD/SNWA/SSEA representative listed above involved in the contracting/selection processfor this item?
- _– Is the LVVWD/SNWA/SSEA representative listed above involved in any way with the business inperformance of the contract?

Additional Comments or Notes:

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

	Hale, Corinna	
Hale, Corinna	Purchasing Supervisor	4/29/2025
Signature	Print Name/Title	Date

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES

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

WITNESSETH:

WHEREAS, DISTRICT desires to obtain professional services to upgrade Oracle Customer to Meter (C2M) version 2.9 or latest version, and

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

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

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

1. 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 DISTRICT'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 until all Work authorized by DISTRICT to be performed is completed by CONSULTANT. This Agreement may not extend more than seven years from Effective Date. During this period, CONSULTANT agrees to provide Services as required by DISTRICT within the scope of this Agreement.

3. COMPENSATION:

   3.1. In consideration for completion of all duties and responsibilities under this Agreement, DISTRICT agrees to pay CONSULTANT, in accordance with Exhibit A, for Work completed in accordance with the terms of this Agreement.

   3.2. CONSULTANT shall provide itemized monthly invoices for Services performed during the previous month. Invoices are to be submitted to DISTRICT in accordance with the Notice provisions of this

Agreement and must reference the name and Effective Date of the Agreement. A copy of any invoice received from subcontractors used by CONSULTANT shall be included.

3.3. DISTRICT 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 DISTRICT.

3.4. Travel expenses will be reimbursed as set forth in Exhibit C, which is attached herewith and made a part of this Agreement.

4. LIMITATION ON COSTS:

The total cost of Services provided under this Agreement shall not exceed $2,100,000.00 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 DISTRICT prior to replacing him or her with another equally qualified person. If CONSULTANT fails to make a required replacement within 30 calendar days, DISTRICT may terminate this Agreement.

5.2. CONSULTANT agrees that its officers and employees will cooperate with DISTRICT in the performance of Services under this Agreement and will be available for consultation with DISTRICT 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. CONSULTANT does not have responsibility for technical accuracy of information that may be provided by the DISTRICT in connection with CONSULTANT'S performance of the Services and CONSULTANT may rely upon such information. 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 deliverables are prepared in a professional and workmanlike manner 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 DISTRICT 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. DISTRICT'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 DISTRICT 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 DISTRICT 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 DISTRICT shall become the property of DISTRICT and shall be delivered to DISTRICT's representative upon completion or termination of this Agreement, whichever comes first. In the event of an early termination of this Agreement before CONSULTANT'S completion of final deliverables, CONSULTANT shall deliver any work in progress that DISTRICT may request delivery of in writing. Consultant shall deliver such works in progress "as is" in their current state and without representations or warranties, express or implied, given that the works in progress are not completed final deliverables. 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 DISTRICT. DISTRICT shall have the right to reproduce all documentation supplied pursuant to this Agreement.

5.6. The rights and remedies of DISTRICT provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Agreement.

5.7. CONSULTANT when coming on-site will have a Daily Wellness Survey.

5.7.1. Prior to entering the Site, the Contractor, its employees, and all Subcontractors or sub-consultants and their respective employees are required to fill out a wellness survey provided to Contractor by Owner for monitoring potential COVID-19 exposure. The questions may potentially include:

5.7.2. Do you have a fever greater than 100.4?

5.7.3. Do you have a cough?

5.7.4. Are you experiencing shortness of breath?

5.7.5. Do you have a sore throat?

5.7.6. Do you have symptoms of illness with flu-like symptoms, e.g., chills?

5.7.7. Have you been in prolonged close contact or at home with someone who has any of the above symptoms?

5.7.8. Have you had prolonged close contact with persons with confirmed COVID-19 or being tested for COVID-19?

5.7.9. The Contractor, its employees, and all Subcontractors or sub-consultants and their respective employees that have any symptoms of COVID-19, or prolonged close contact with persons with COVID-19 or symptoms of COVID-19, may not be permitted to access the site.

6. RESPONSIBILITIES OF DISTRICT:

6.1. DISTRICT 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 DISTRICT's representative, IT Desk, Information Technology, telephone number (702) 258-3145, or their designee. DISTRICT's representative may delegate any or all of his/her responsibilities under this Agreement to appropriate staff members.

6.3. DISTRICT 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 DISTRICT or other sources to the extent such information or data would be relied upon by a reasonably prudent CONSULTANT.

7. RESERVED.

8. INDEPENDENT CONTRACTOR – NO JOINT VENTURE:

The relationship of CONSULTANT to DISTRICT 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 DISTRICT, 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 DISTRICT's engagement of CONSULTANT, or previously conceived in anticipation of work to be performed in regard to DISTRICT'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 DISTRICT shall own all right, title, and interest, including, without limitation, all copyrights and other intellectual property right, title, and interest ("Right") in and to the Work Product. CONSULTANT shall retain ownership of intellectual property owned by CONSULTANT as of the effective date of this Agreement or developed by or on behalf of CONSULTANT outside the scope of Services performed under this Agreement (collectively, "Preexisting Intellectual Property"). To the extent Preexisting Intellectual Property is incorporated into any Work Product, CONSULTANT hereby grants to DISTRICT a fully paid, nonexclusive, perpetual license to use, copy, and redistribute the Preexisting Intellectual Property to the extent necessary for DISTRICT to make full use of 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 DISTRICT.

9.3. CONSULTANT shall execute all documents and undertake all actions necessary to clarify that the DISTRICT maintains the ownership of all Work Product and to allow DISTRICT to apply for registrations of the Work Product, as well as maintain any registrations gained, including, without limitation, the Intellectual Property Assignment set forth in Paragraph 10.

9.4. 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 DISTRICT's Right in and to the Work Product.

10. INTELLECTUAL PROPERTY ASSIGNMENT:

In consideration of the covenants, representations and warranties set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONSULTANT hereby sells, conveys, transfers and assigns to DISTRICT 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 DISTRICT (including, without limitation, patent applications, issued patents, prototypes for the purpose of same, and other associated derivatives) including, without limitation, all marks, all goodwill associated with such patents, trade secrets, and copyrights in and to, relating to, associated with and/or arising from the Work, the right to applications, issuance, continuations, and divisionals of such patents and the right to applications, registrations, renewals, reissues, and extensions of such marks and copyrights, and the right to sue and recover for any past and/or continuing infringements or contract breaches, said rights, titles, licenses and interests to be held and enjoyed by DISTRICT, for DISTRICT's own use and benefit and for the use and benefit of DISTRICT'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 if doing so would result in CONSULTANT being in violation of applicable law or professional standards related to conflicts of interest.

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, DISTRICT shall have the right to terminate this Agreement without liability, or at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration and any other damages.

14. PROHIBITION AGAINST INTEREST BY GOVERNMENT EMPLOYEES:

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

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. CONSULTANT may rely upon information provided by or on behalf of DISTRICT to CONSULTANT in connection with CONSULTANTs performance of the Services ("Client Information") and unless agreed upon in writing, CONSULTANT shall not be responsible for verifying that Client Information is accurate.

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

16. INDEMNIFICATION; LIMITATION OF LIABILITY:

CONSULTANT shall indemnify, hold harmless, and defend without cost to DISTRICT, its Board of Directors and its officers, agents, and employees ("DISTRICT Parties"), against any and all losses, claims, costs, damages, actions, proceedings, and liability arising out of third party 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; gross negligence of CONSULTANT Parties; or infringement on any U.S. patent (issued as of the Effective Date) or any copyright or trademark. DISTRICT Parties may assume, at their sole option, control of the defense, appeal, or settlement of any third-party claim for which CONSULTANT has indemnified DISTRICT Parties by giving written notice of the assumption to CONSULTANT. DISTRICT Parties may not settle or compromise any claim or consent to the entry of any judgment regarding claims for which CONSULTANT has indemnified DISTRICT Parties without the prior written consent of CONSULTANT, which consent shall not be unreasonably withheld, conditioned, or delayed. The indemnification provided by CONSULTANT to DISTRICT Parties applies to all insurance policies of CONSULTANT, whether primary, excess or umbrella coverage is provided to CONSULTANT.

Neither Party may recover from the other Party, in contract or tort, under statute otherwise, consequential, indirect, or punitive damages in connection with claims arising out of this Agreement or otherwise related to the Services.

CONSULTANT'S aggregate liability for any claims arising out of this Agreement or otherwise related to the Services shall not exceed the lesser of (1) three times the fees paid, payable, or to be paid by the DISTRICT under this Agreement, or (2) US$1,000,000. Notwithstanding the foregoing, this LIMITATION OF LIABILITY shall not apply to claims for damages for bodily injury (including death) or damage to (including loss of) tangible or real property, claims for losses arising out of the willful misconduct, or claims for damages arising out of CONSULTANT's failure to pay subcontractors or failure to pay employee withholding, benefits, or workers' compensation insurance.

CONSULTANT shall be solely responsible for performance of the Services. DISTRICT may not make a claim or bring proceedings relating to the Services against any other Ernst & Young member firm. DISTRICT shall make any claim or bring proceedings only against CONSULTANT.

17. INSURANCE:

17.1. General:

17.1.1. CONSULTANT shall not commence Work under this Agreement until it has obtained all insurance required under this Agreement with insurance companies reasonably acceptable to DISTRICT, 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 CONSULTANT of any changes to their insurance coverage.

17.1.2. DISTRICT shall be named as an additional insured, under CONSULTANT's commercial general liability, automobile liability, excess and/or umbrella liability policies (which CONSULTANT may satisfy with a blanket additional insured endorsement). 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 DISTRICT, regardless of how the "other insurance" provisions may read. CONSULTANT agrees to waive its rights of subrogation against DISTRICT, and CONSULTANT's insurers shall also waive their rights to recover for claims arising from CONSULTANT'S sole negligence.

17.1.3. DISTRICT shall also be named as an additional insured under the subcontractor's insurance policies. Any deviation from the required insurance requirements will need to be approved by DISTRICT 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.

17.1.4. If CONSULTANT fails to procure and maintain the insurance as required herein, DISTRICT may terminate this Agreement.

17.2. Evidence of Insurance:

17.2.1. 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.

17.2.2. Within 10 working days after the Effective Date, CONSULTANT shall deliver to the DISTRICT a certificate of insurance documenting the required insurance coverage. Upon request of DISTRICT where there is a claim and coverage is disputed, CONSULTANT agrees to provide a copy of all insurance policies required under this Agreement.

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

17.2.4. CONSULTANT shall provide a minimum of 60 calendar days' prior notice to DISTRICT 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.

17.3. Insurance Coverages:

17.3.1. 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.

17.3.2. 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.

17.3.3. 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 DISTRICT a copy of the Certificate of Consent to self-insure issued by the State of Nevada.

17.3.4. 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.

17.3.5. 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.

18. TERMINATION:

DISTRICT's General Manager or his/her designee may terminate this Agreement on 30 days prior written notice. In the case of termination by the DISTRICT, the DISTRICT 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 DISTRICT. CONSULTANT may terminate this Agreement upon written notice if CONSULTANT reasonably determines that termination is required for CONSULTANT to maintain compliance with professional standards related to conflicts of interest and auditor independence administered by the American Institute of Certified Public Accountants, Securities and Exchange Commission, and Public Company Accounting Oversight Board.

CONSULTANT's project lead or his/her designee may terminate this Agreement on 90 days prior written notice.

19. REVIEWS: INTENTIONALLY LEFT BLANK.

20. CONFIDENTIALITY AND RELEASE OF INFORMATION:

Through the terms of this Agreement, CONSULTANT may furnish DISTRICT 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 DISTRICT which, in the case of written information, is marked "confidential" and which, in the case of information disclosed orally, is identified at the time of the disclosure as confidential and will be summarized and confirmed in writing as such by CONSULTANT to DISTRICT 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 DISTRICT; (2) DISTRICT can demonstrate to have had rightfully in its possession prior to disclosure by CONSULTANT;

(3) is independently developed by DISTRICT without the use of any Confidential Information; or (4) DISTRICT rightfully obtains from a third party who has the right to transfer or disclose it.

DISTRICT and CONSULTANT recognize DISTRICT's duties under the Nevada Public Records Act and do not, by this Agreement, intend to alter DISTRICT's duties thereunder or to require DISTRICT to do, or refrain from doing, anything contrary to the Nevada Public Records Act. DISTRICT's Office of General Counsel shall be permitted to make an independent determination as to whether any document or record marked "confidential" is confidential or is a public record, pursuant to the Nevada Public Records Act. If DISTRICT's Office of General Counsel determines that any document or record supplied by CONSULTANT and marked "confidential" is determined to be a public record DISTRICT 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 DISTRICT 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 DISTRICT prior to release. Such information shall include, but is not limited to, all products, intellectual property, Work Product, ideas, data, reports, background materials, and any and all other materials belonging to DISTRICT. Such public releases of information shall include, but are not limited to, publication in any book, newspaper, magazine, professional, technical, or academic journal, the Internet, radio, television, and presentations to professional, technical, academic, and/or other groups or conferences.

21. USE OF MATERIALS:

21.1. DISTRICT 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 DISTRICT while in CONSULTANT's possession.

21.2. Upon termination of this Agreement, CONSULTANT shall turn over to DISTRICT any property of DISTRICT 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.

22. DATA PRIVACY AND SECURITY:

22.1. 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.

22.2. 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 DISTRICT.

22.3. CONSULTANT shall implement and maintain a written information security program including appropriate policies and procedures that are reviewed for new risk assessments at least annually.

22.4. 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.

22.5. CONSULTANT agrees to notify the DISTRICT without unreasonable delay and in the most expedient time possible of a security breach where unencrypted Personal Information transferred to CONSULTANT by the DISTRICT was or is reasonably believed to have been acquired by an unauthorized person.

23. RECORDS:

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

24. ASSIGNMENT:

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

25. 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.

26. NON-DISCRIMINATORY EMPLOYEE PRACTICES:

26.1. 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.

26.2. 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 DISTRICT may declare CONSULTANT in breach of the Agreement, terminate the Agreement, and designate CONSULTANT as non-responsible.

27. EQUAL EMPLOYMENT OPPORTUNITY:

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. 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.

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

28. APPLICABLE LAW:

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

29. VENUE:

The Parties agree that venue for any dispute arising from the terms of this Agreement shall be Clark County, Nevada. The parties waive the right to jury trial in connection with any court proceedings related to this Agreement.

30. RESERVED.

31. 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 CONSULTANT. This Agreement does not create any third-party beneficiary rights or causes of action.

32. 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.

33. CAPTIONS:

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

34. 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.

35. 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.

36. NOTICES:

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

To CONSULTANT:	Ernst & Young LLP Attention: Tauseef Iqbal Authorized Signatory 920 Fifth Ave., Suite 900 Seattle, WA 98104 tauseef.iqbal @ey.com
To DISTRICT:	Las Vegas Valley Water District Attention: Purchasing Manager 1001 S. Valley View Blvd. Las Vegas, Nevada 89153 purchasingmanager@lvvwd.com
With copy to: (excluding invoices)	Las Vegas Valley Water District Attn: General Counsel 1001 S. Valley View Blvd, MS 475 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.

37. 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.

38. AUDITS:

The performance of this Agreement by CONSULTANT is subject to review by DISTRICT to ensure contract compliance at the discretion of DISTRICT. CONSULTANT agrees to provide DISTRICT 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.

39. SURVIVAL:

Subject to the limitations and other provisions of this Agreement, the obligations contained in: (a) Paragraph 38 (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 and Limitation of Liability), 20 (Confidentiality and Release of Information), 22 (Data Privacy and Security), 28 (Applicable Law), and 29 (Venue), 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.

40. FORCE MAJEURE:

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

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

40.3. Where the CONSULTANT is prevented from completing any part of the Work under the Agreement due to a Force Majeure Event, the DISTRICT and CONSULTANT shall agree to an extension of time in an amount equal to the time lost due to such delay; the agreed extension shall be the CONSULTANT's sole and exclusive remedy for such delay, and CONSULTANT shall not be entitled to an increase in the sums due under this Agreement.

40.4. The party suffering a Force Majeure Event shall give notice within 5 Days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

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.

ERNST & YOUNG LLP	**LAS VEGAS VALLEY WATER DISTRICT**
Signature	Signature
Print Name	Print Name
Title	Title
Date	Date

LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS
AGENDA ITEM

August 5, 2025

Subject:
Award of Bid

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

Recommendations:
That the Board of Directors award a bid for the purchase of large ultrasonic potable water meters to Core & Main LP, authorize an initial annual amount not to exceed $845,000, which includes a contingency of approximately 5 percent; authorize line item price increases of up to 3 percent per year and a 5 percent contingency year over year for product volume increases; and authorize the General Manager to sign the purchase agreement.

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

Background:
Upon award, Bid No. 013166 - Supply Contract for Large Ultrasonic Potable Water meters will supply the District's water distribution system with large ultrasonic potable water meters (Water Meters). Sealed Bids were received and opened on June 10, 2025. A tabulation of bids received based on estimated volumes is listed below:

Core & Main LP	$ 803,275
Zenner USA	$ 829,748
H.D. Fowler Company	$ 864,884
CAASI Flow Control	$ 994,940
Ferguson Enterprises, Inc.	$1,752,755
Integrated Power System LLC	$2,250,731
A-Z Products LLC	$2,576,500

Core & Main LP (Core & Main) was the low responsive and responsible bidder as defined by NRS 332.065. The attached purchase agreement provides for Core & Main to agree with and accept all contract terms found in the bid documents (Agreement).

If approved, the Agreement requires Core & Main to supply large ultrasonic potable water meters to the District. The District will maintain an inventory of these items in the warehouse for access as needed. The bid submitted by Core & Main in the amount of $803,275 was based upon line item costs and prior usage of ultrasonic potable water meters to support replenishment of current inventory levels and an anticipated increase in volume. The requested contingency of approximately 5 percent during the initial year is to cover unanticipated inventory increases. The Agreement term is seven years and may be terminated by the District at any time on 30-day's notice. By approval of this item, the Board of Directors authorizes annual line-item price increases of 3 percent plus volume increases of 5 percent year over year throughout the duration of the Agreement.

This action is authorized pursuant to NRS 332.065 and Section 1(13) of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947. The office of the General Counsel has reviewed and approved this item.

JJE:DJR:JCD:JHH:em
Attachments: Disclosure, Agreement

AGENDA ITEM # **8**

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

LVVWD/SNWA/SSEA
DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Information

Business Entity Type:	Partnership
Business Designation Group:	
Number of Clark County Residents Employed:	36
Corporate/Business EntityName:	Core & Main LP
Doing Business As:	
Street Address:	1830 Craig Park Court
City, State, and Zip Code	St Louis, MO 63146
Website:	Core & Main LP
Contact Name:	Elissa Arnaud
Contact Email:	Elissa.arnaud@coreandmain.com
Telephone No:	(314) 432-4700
Fax No:	

Nevada Local Business Information (if applicable)

Local Street Address:	180 Cassia Way Ste 500 89014
Local Website:	
Local Contact Name:	Marco Vega
Local Contact Email:	Marco.vega@coreandmain.com
Telephone No:	(725) 328-1037
Fax No:	

BUSINESS ENTITY OWNERSHIP LIST

All entities, with the exception of *publicly-traded corporations* and *non-profit organizations*, must list the names of individuals, either directly or indirectly, holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board of Directors. (*If no parties own more than five percent (5%), then a statement relaying that information should be included in lieu of listing the parties).*

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Publicly-traded corporations and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest.

No Ownership More than Five Percent (5%) Statement (if applicable):

Core & Main is a publicly traded company (NYSE: CNM) and, as such, is exempt from this disclosure requirement. No individual or entity holds more

than (5%) ownership or financial interest in a manner that would necessitate disclosure under this provision.

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

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

Number of Board members/Officers?

Number of Owners?

Names, Titles and Percentage Owned:

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

DISCLOSURE OF RELATIONSHIPS

Disclosure of Relationship/Ownership

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

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

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

A. Do any business/corporate entity members, partners, owners or principals have a spouse, registered domestic partner,child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a LVVWD, SNWA, or SSEA full-time employee(s) and/or appointed/elected official(s)? **No**

B. Are any LVVWD, SNWA, or SSEA employee(s) and/or appointed/elected official(s) an individual member, partner, owner or principal involved in the business entity? **No**

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

Category A/B	Business Owner/Principal Name	LVVWD/SNWA/SSEA Employee/Official and Job Title	Business Owner/Official Relationship to LVVWD/SNWA/SSEA Employee/Official	LVVWD/SNWA/SSEA Employee's/Official's Department

Business Entity Authorized Signature:

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

Signer Name:	Elissa Arnaud
Signer Title:	Regional Sales Manager - Municipal Core & Main is a publicly traded company (NYSE: CNM) and, as such, is exempt from this disclosure requirement. No individual or entity holds more than (5%) ownership or financial interest in a manner that would necessitate disclosure under this provision.
Signer Email:	Elissa.arnaud@coreandmain.com Core & Main is a publicly traded company (NYSE: CNM) and, as such, is exempt from this disclosure requirement. No individual or entity holds more than (5%) ownership or financial interest in a manner that would necessitate disclosure under this provision. Core & Main is a publicly traded company (NYSE: CNM) and, as such, is exempt from this disclosure requirement. No individual or entity holds more than (5%) ownership or financial interest in a manner that would necessitate disclosure under this provision.
Signed Date:	7/15/2025
E-signed Acknowledgement:	Yes

LVVWD/SNWA/SSEA Review

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

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

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

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

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

Additional Comments or Notes:

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

	Kammler, Veronica	
Kammler, Veronica	Purchasing Analyst	7/15/2025
Signature	Print Name/Title	Date

LEADERSHIP

Our leaders are committed to making Core & Main a thriving workplace and business. They are dedicated to the success of our associates, our mission and our vision. Together, they have a wealth of experience, serve on numerous industry, association and nonprofit boards, and bring a diverse array of talent and experience to our organization.

MARK WITKOWSKI
CHIEF EXECUTIVE OFFICER

BRAD COWLES
PRESIDENT

MIKE HUEBERT
PRESIDENT

ROBYN BRADBURY
CHIEF FINANCIAL OFFICER

MARK WHITTENBURG
GENERAL COUNSEL AND SECRETARY

JACK SCHALLER
EXECUTIVE VICE PRESIDENT

STEVE LECLAIR
BOARD CHAIR AND EXECUTIVE CHAIR

AGREEMENT

ITB NO. 013166

LARGE ULTRASONIC POTABLE WATER METERS

THIS AGREEMENT for the supply of large ultrasonic potable water meters as provided in the Las Vegas Valley Water District Invitation to Bid ITB No. 013166 Large Ultrasonic Potable Water Meters (the "ITB"), made and entered into, by and between the Las Vegas Valley Water District ("Owner") and Core & Main LP ("Provider").

The Parties do mutually agree as follows:

a) Owner agrees to purchase, and Provider agrees to provide the specified products, supplies, services, or materials, as well as necessary equipment and labor, to properly perform and complete the contractual obligations in strict accordance with the Contract Documents, as defined in Section 1 of the General Terms and Conditions of the ITB, and throughout the Term of the Agreement, as provided in Section 3 of the ITB.

b) Provider certifies that Provider has read and understands every provision contained in the Contract Documents. Provider shall be bound and shall comply with each term, condition, and covenant set forth in the Contract Documents.

c) For providing or performing all products, supplies, services, or materials, as well as necessary equipment and labor to properly form and complete the contractual obligations, Owner will pay Supplier in the manner and upon the conditions set forth in the Contract Documents.

d) This Agreement, along with the other Contract Documents, comprise the entire agreement between Owner and Provider for the performance of the Parties' contractual obligations.

IN WITNESS WHEREOF, Provider has caused this agreement to be executed the day and year of last signature entered below.

Core & Main LP	**Las Vegas Valley Water District**
_____	_____
Signature	Signature
_____	_____
Print Name	Print Name
_____	_____
Title	Title
_____	_____
Date	Date

LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS
AGENDA ITEM

August 5, 2025

Subject:
Reject Bid and Construction Award

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

Recommendations:
That the Board of Directors reject the bid from M Con, Inc., and award a contract to Acme Underground, Inc., for the installation of a new pipeline and partial replacement of an existing pipeline, including appurtenances for future connections, in the amount of $1,481,289, authorize a change order contingency not to exceed $148,000, and authorize the General Manager to sign the construction agreement.

Fiscal Impact:
The requested $1,629,289 is available in the District's Capital Budget.

Background:
Commitment No. 010517 for Project No. 3227L, Pipeline Installation in Tamarus Street from Flamingo Road to Rochelle Avenue (Project), is for the installation of a new 12-inch pipeline and replacement of a section of 8-inch pipeline in Tamarus Street, and to provide connections to the existing 24-inch pipeline in Flamingo Road and an existing 8-inch pipeline in Rochelle Avenue, including appurtenances for future connections. The Project is located as generally shown on Attachment A.

Sealed Bids were received and publicly viewed on June 17, 2025. A tabulation of the bids received is listed below:

M Con, Inc.	$1,460,307
Acme Underground, Inc.	$1,481,289
Tand, Inc.	$1,557,150
TAB Contractors, Inc.	$1,595,640
Menichino Construction LLC	$1,599,475
Byrd Underground LLC	$1,732,885
Harber Company, Inc.	$2,247,325
Lone Mountain Excavation & Utilities, LLC	$2,862,765

The proposal of the low bidder, M Con, Inc., did not contain a certificate of preference attached to Document 00 45 46, Affidavit Pertaining to Preference Eligibility. The attachment of the certificate is required by NRS 338.147 and NRS 338.0117. As the Acme Underground, Inc. (Acme), proposal is within 5 percent of the low bid, and as Acme submitted a valid certificate of preference in accordance with NRS 338.147 and NRS 338.0117, the Acme proposal is considered to be the best bid received as defined by NRS 338.1389.

The attached agreement provides for Acme to accept and agree to all contract terms. Acme is a Nevada corporation located in Las Vegas, Nevada.

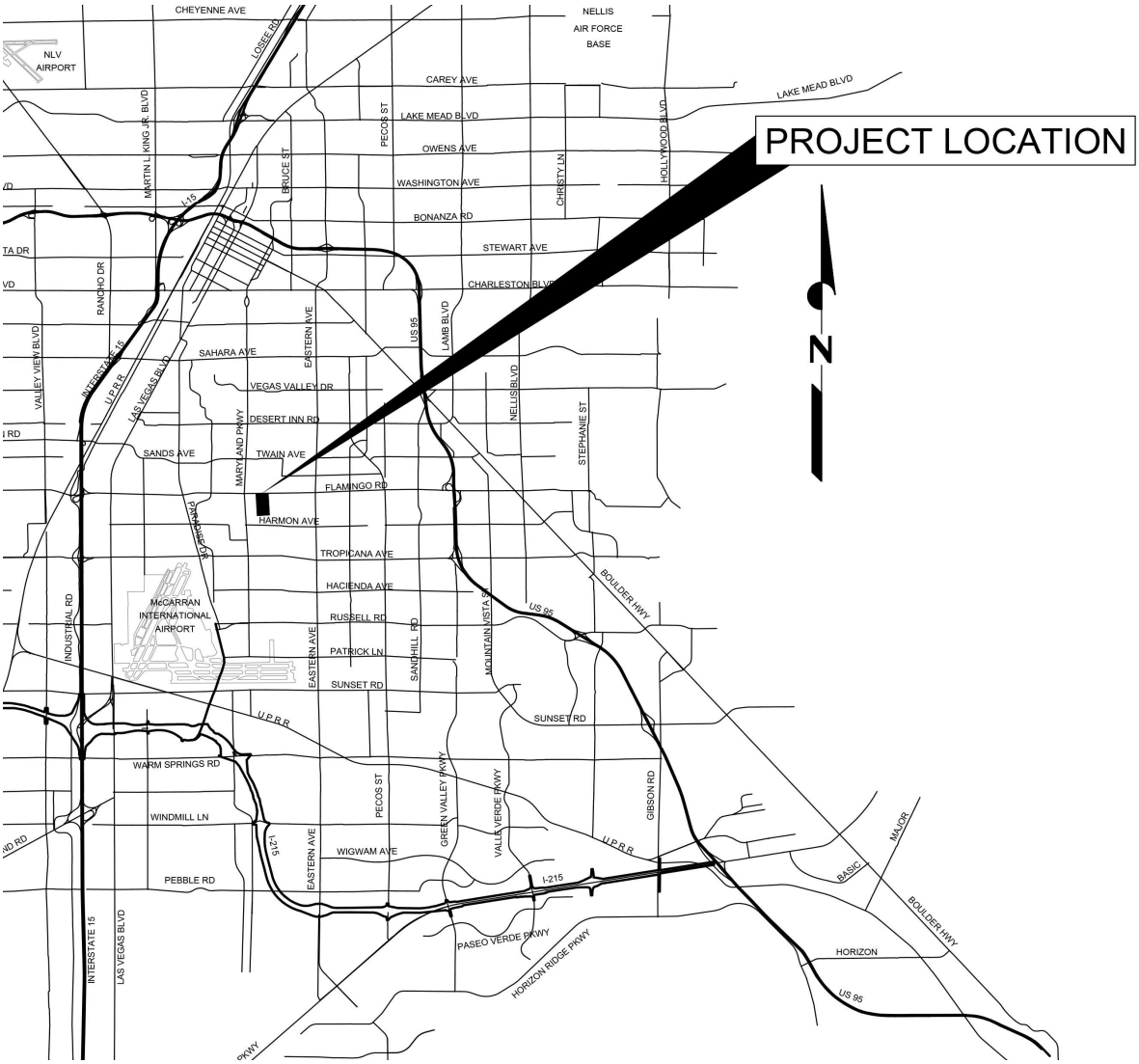
This agreement is being entered into pursuant to NRS 338.1389 and Section 1(13) of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947. The office of the General Counsel has reviewed and approved the agreement.

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

AGENDA ITEM # **9**

LVVWD BOARD OF DIRECTORS
AGENDA ITEM

CONTRACT NO. 3227L_010517
PIPELINE INSTALLATION IN TAMARUS STREET
FROM FLAMINGO ROAD TO ROCHELLE AVENUE



SHEET 1 OF 1 **ATTACHMENT A**

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

LVVWD/SNWA/SSEA
DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Information

Business Entity Type:	Privately Held Corporation
Business Designation Group:	SBE
Number of Clark County Residents Employed:	48
Corporate/Business EntityName:	Acme Underground Inc
Doing Business As:	
Street Address:	153 West Lake Mead Pkwy suite 1200
City, State, and Zip Code	Henderson, Nevada 89015
Website:	Acmeundergroundinc.com
Contact Name:	Shane Sullivan
Contact Email:	Shane@acmeundergroundinc.com
Telephone No:	(702) 564-0602
Fax No:	

Nevada Local Business Information (if applicable)

Local Street Address:

Local Website:
Local Contact Name:
Local Contact Email:
Telephone No:
Fax No:

BUSINESS ENTITY OWNERSHIP LIST

All entities, with the exception of *publicly-traded corporations* and *non-profit organizations*, must list the names of individuals, either directly or indirectly, holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board of Directors. (*If no parties own more than five percent (5%), then a statement relaying that information should be included in lieu of listing the parties).*

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Publicly-traded corporations and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest.

No Ownership More than Five Percent (5%) Statement (if applicable):

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

Additional Supplemental Information to be Attached?	**No**
Number of Board members/Officers?	
Number of Owners?	**3**

Names, Titles and Percentage Owned:

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Frank Sullivan	President	50
Mary Jane Sullivan	Secretary	25
Shane Sullivan	Vice President	25

DISCLOSURE OF RELATIONSHIPS

Disclosure of Relationship/Ownership

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

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

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

A. Do any business/corporate entity members, partners, owners or principals have a spouse, registered domestic partner,child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a LVVWD, SNWA, or SSEA full-time employee(s) and/or appointed/elected official(s)? **No**

B. Are any LVVWD, SNWA, or SSEA employee(s) and/or appointed/elected official(s) an individual member, partner, owner or principal involved in the business entity? **No**

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

Category A/B	Business Owner/Principal Name	LVVWD/SNWA/SSEA Employee/Official and Job Title	Business Owner/Official Relationship to LVVWD/SNWA/SSEA Employee/Official	LVVWD/SNWA/SSEA Employee's/Official's Department

Business Entity Authorized Signature:

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

Signer Name:	Shane Sullivan
Signer Title:	Vice President
Signer Email:	Shane@acmeundergroundinc.com
Signed Date:	7/7/2025
E-signed Acknowledgement:	Yes

LVVWD/SNWA/SSEA Review

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

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

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

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

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

Additional Comments or Notes:

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

	Ono Siou Matsura, Shannon	
Ono Siou Matsura, Shannon	Construction Division Mgr	7/7/2025
Signature	Print Name/Title	Date

DOCUMENT 00 52 00

AGREEMENT

THIS AGREEMENT, made and entered into, by and between Las Vegas Valley Water District, hereinafter referred to as Owner, and ACME UNDERGROUND, INC.

_____,

hereinafter referred to as Contractor, with both Owner and Contractor collectively referred to as the Parties,

In exchange for the mutual promises contained herein, and other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Owner has awarded to Contractor the Contract for:

   Title: PIPELINE INSTALLATION IN TAMARUS STREET FROM FLAMINGO ROAD TO ROCHELLE AVENUE

   Project No: 3227L

   Commitment No: 010517

   Public Works Project Identifying Number: CL-2025-238

2. Contractor agrees to perform and complete in a good and workmanlike manner Work as defined in the Contract Documents and to furnish materials and tools and labor necessary to properly perform and complete the Work ready for use in strict accordance with the Contract Documents and under the penalty expressed in the attached bonds, which are hereby declared and accepted as essential parts of this Agreement and to accept as full compensation therefor the Contract Price as defined in the Contract Documents.

3. The Contractor hereby certifies that the Contractor has read and understands every provision contained in the Contract Documents. Contractor shall be bound and shall comply with each and every term, condition, and covenant set forth in the Contract Documents.

4. Owner will pay and Contractor shall receive in full compensation the Contract Price, in the manner and upon the conditions set forth in the Contract Documents.

5. Contract Documents which comprise the entire agreement between the Owner and Contractor for the performance of Work consist of the following:
   a. Addenda
   b. Agreement
   c. Bidder Statement of Authority to Submit Bid Form and accompanying Documents, including without limitation, Affidavit Pertaining to Preference Eligibility
   d. Bid Form
   e. Bonds
   f. Drawings
   g. General Conditions
   h. General Requirements
   i. Instructions to Bidders
   j. Invitation to Bid and Legal Notice

k. Notice of Award
l. Notice(s) to Proceed
m. Permits
n. Supplementary Conditions
o. Technical Specifications

6. Affirmative Agreement to Arbitrate. By the signing of this Agreement, Contractor expressly authorizes Article 16 of the General Conditions and affirmatively agrees to settle all disputes, claims, or questions by binding arbitration.

IN WITNESS WHEREOF:

ACME UNDERGROUND, INC.

By: _____
Signatory Empowered to Bind Contractor

_____
Type or Print Name

_____
Official Title

LAS VEGAS VALLEY WATER DISTRICT

By: _____
John J. Entsminger
General Manager (or Designee)

Approved as to Form:

_____
Attorney for Las Vegas Valley Water District

END OF DOCUMENT

LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS
AGENDA ITEM

August 5, 2025

Subject:
Construction Award

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

Recommendations:
That the Board of Directors award a contract for infrastructure improvements in the vicinity of Rancho Drive and Shadow Lane, south of Charleston Boulevard to Byrd Underground, LLC, in the amount of $5,346,385, authorize a change order contingency not to exceed $530,000, and authorize the General Manager to sign the construction agreement.

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

Background:
Commitment No. 010490 (2360L), Medical District Zone Conversion, consists of pipeline replacements and installation of 19 individual pressure reducing valves and 2 distribution zone pressure reducing valves intended to modify pressure zones primarily serving the south end of the Medical District and within the Scotch 80's subdivision (Project). The Project, located as generally shown on Attachment A, will improve service pressures and resolve fire flow issues for area customers.

Sealed bids were received and publicly opened on February 5, 2025. A tabulation of the bids received is listed below:

Byrd Underground, LLC	$5,346,385
Menichino Construction LLC	$5,372,406
Acme Underground, Inc.	$5,405,589
TAB Contractors, Inc.	$5,993,189

The Byrd Underground, LLC (Byrd), proposal is considered to be the best bid received as defined by NRS 338.1389. The attached agreement provides for Byrd to accept and agree to all contract terms. Byrd is a Nevada corporation located in Henderson, Nevada.

This agreement is being entered into pursuant to NRS 338.1389 and Section 1(13) of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947. The office of the General Counsel has reviewed and approved this agenda item.

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

AGENDA ITEM # **10**

LVVWD BOARD OF DIRECTORS
AGENDA ITEM

CONTRACT NO. 2360L_010490
MEDICAL DISTRICT ZONE CONVERSION

SHEET 1 OF 1 **ATTACHMENT A**

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

LVVWD/SNWA/SSEA
DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Information

Business Entity Type:	Limited Liability Company
Business Designation Group:	
Number of Clark County Residents Employed:	99
Corporate/Business EntityName:	Byrd Underground, LLC.
Doing Business As:	
Street Address:	2000 Burns Rd.
City, State, and Zip Code	Henderson, NV 89011
Website:	www.byrdunderground.com
Contact Name:	Tyler Byrd
Contact Email:	tyler@byrdunderground.com
Telephone No:	(702) 644-8888
Fax No:	(702) 643-2973

Nevada Local Business Information (if applicable)

Local Street Address:

Local Website:
Local Contact Name:
Local Contact Email:
Telephone No:
Fax No:

BUSINESS ENTITY OWNERSHIP LIST

All entities, with the exception of *publicly-traded corporations* and *non-profit organizations*, must list the names of individuals, either directly or indirectly, holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board of Directors. (*If no parties own more than five percent (5%), then a statement relaying that information should be included in lieu of listing the parties).*

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Publicly-traded corporations and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest.

No Ownership More than Five Percent (5%) Statement (if applicable):

Byrd Underground, LLC is 100% Owned by BU Holdings, LLC.

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

Additional Supplemental Information to be Attached? **No**
Number of Board members/Officers?
Number of Owners?

Names, Titles and Percentage Owned:

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

DISCLOSURE OF RELATIONSHIPS

Disclosure of Relationship/Ownership

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

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

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

A. Do any business/corporate entity members, partners, owners or principals have a spouse, registered domestic partner,child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a LVVWD, SNWA, or SSEA full-time employee(s) and/or appointed/elected official(s)? **No**

B. Are any LVVWD, SNWA, or SSEA employee(s) and/or appointed/elected official(s) an individual member, partner, owner or principal involved in the business entity? **No**

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

Category A/B	Business Owner/Principal Name	LVVWD/SNWA/SSEA Employee/Official and Job Title	Business Owner/Official Relationship to LVVWD/SNWA/SSEA Employee/Official	LVVWD/SNWA/SSEA Employee's/Official's Department

Business Entity Authorized Signature:

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

Signer Name: Tyler Byrd

Signer Title: Authorized Agent Byrd Underground, LLC is 100% Owned by BU Holdings, LLC.

Signer Email: tyler@byrdunderground.com Byrd Underground, LLC is 100% Owned by BU Holdings, LLC.

Byrd Underground, LLC is 100% Owned by BU Holdings, LLC.

Signed Date: 2/25/2025

E-signed Acknowledgement: Yes

LVVWD/SNWA/SSEA Review

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

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

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

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

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

Additional Comments or Notes:

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

	Ono Siou Matsura, Shannon	
Ono Siou Matsura, Shannon	Construction Division Mgr	2/25/2025
Signature	Print Name/Title	Date

DOCUMENT 00 52 00

AGREEMENT

THIS AGREEMENT, made and entered into, by and between Las Vegas Valley Water District, hereinafter referred to as Owner, and Byrd Underground, LLC _____, hereinafter referred to as Contractor, with both Owner and Contractor collectively referred to as the Parties,

In exchange for the mutual promises contained herein, and other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Owner has awarded to Contractor the Contract for:

   Title: MEDICAL DISTRICT ZONE CONVERSION

   Project No: 2360L

   Commitment No: 010490

   Public Works Project Identifying Number: CL-2025-118

2. Contractor agrees to perform and complete in a good and workmanlike manner Work as defined in the Contract Documents and to furnish materials and tools and labor necessary to properly perform and complete the Work ready for use in strict accordance with the Contract Documents and under the penalty expressed in the attached bonds, which are hereby declared and accepted as essential parts of this Agreement and to accept as full compensation therefor the Contract Price as defined in the Contract Documents.

3. The Contractor hereby certifies that the Contractor has read and understands every provision contained in the Contract Documents. Contractor shall be bound and shall comply with each and every term, condition, and covenant set forth in the Contract Documents.

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   d. Bid Form
   e. Bonds
   f. Drawings
   g. General Conditions
   h. General Requirements
   i. Instructions to Bidders
   j. Invitation to Bid and Legal Notice
   k. Notice of Award

l. Notice(s) to Proceed
m. Permits
n. Supplementary Conditions
o. Technical Specifications

6. Affirmative Agreement to Arbitrate. By the signing of this Agreement, Contractor expressly authorizes Article 16 of the General Conditions and affirmatively agrees to settle all disputes, claims, or questions by binding arbitration.

IN WITNESS WHEREOF:

BYRD UNDERGROUND, LLC

By: _____
Signatory Empowered to Bind Contractor

_____
Type or Print Name

_____
Official Title

LAS VEGAS VALLEY WATER DISTRICT

By: _____
John J. Entsminger
General Manager (or Designee)

Approved as to Form:

_____
Attorney for Las Vegas Valley Water District

END OF DOCUMENT