



AGENDA
LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS

REGULAR MEETING
9:00 A.M. – MARCH 3, 2026

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

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

John J. Entsminger,
General Manager

Date Posted: February 24, 2026

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

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

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

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

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

Visit our website at <https://www.lvvd.com/lvvd-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@lvvd.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@lvvd.com. Public comment received through March 2, 2026, will be included in the meeting's minutes.

ITEM NO.

1. *For Possible Action:* Approve agenda with the inclusion of tabled and/or reconsidered items, emergency items and/or deletion of items, and approve the minutes from the regular meeting of February 3, 2026.

BUSINESS AGENDA

2. *For Possible Action:* Approve and authorize the President to sign an interlocal agreement between the City of Las Vegas and the District for the construction of water facilities for the Rancho Drive Waterline Replacement Oakley Boulevard to Waldman Avenue Project for an amount not to exceed \$2,188,197.
3. *For Possible Action:* Award a contract to Byrd Underground, LLC, in the amount of \$1,810,977 for the installation of production well infrastructure and site improvements, authorize a change-order contingency not to exceed \$180,000, and authorize the General Manager to execute the construction agreement.
4. *For Possible Action:* Award a contract for the installation of trihalomethane removal systems at the Angel Park 2860 Zone Reservoir to M.M.C., Inc., in the amount of \$1,193,767, authorize a change order contingency amount not to exceed \$110,000, and authorize the General Manager to sign the contract.
5. *For Possible Action:* Award a bid to provide security services to Diversified Protection Corporation in the annual amount of \$4,383,014.08, with a 2.5 percent annual increase, authorize a contingency amount of 10 percent annually to cover additional services, if needed, for the 5-year contract period and authorize the General Manager to sign the 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.

**LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS MEETING
FEBRUARY 3, 2026
MINUTES**

CALL TO ORDER 9:00 a.m., Commission Chambers, Clark County Government Center,
500 South Grand Central Parkway, Las Vegas, Nevada

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

DIRECTORS ABSENT: Tick Segerblom

STAFF PRESENT: John Entsminger, Doa Ross, Colby Pellegrino, Greg Walch, Andy Belanger and
Paul Johnson

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

COMMENTS BY THE GENERAL PUBLIC

For full public comment, visit www.lvwwd.com/apps/agenda/lvwwd/index.cfm

There were no members of the public wishing to speak.

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 January 6, 2026. The motion was approved.

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

- 2. Ratify approval of an interlocal agreement between the Southern Nevada Health District and the District for installation of water facilities for the SNHD – BSL3 Lab Project.**
- 3. Approve and authorize the President to sign an interlocal agreement between the City of Las Vegas and the District for installation of water facilities for the Fire Station 103 Project.**
- 4. Approve and authorize the General Manager, or designee, to acquire a temporary construction easement that is necessary to construct, operate, and maintain District water facilities for a fair market value not to exceed \$103,015, and authorize an extension of the temporary easement term if needed to accommodate project delays for an additional amount not to exceed \$100,000.**
- 5. Approve and authorize the General Manager, or designee, to acquire temporary construction and permanent easements that are necessary to construct, operate, and maintain District water facilities, for a fair market value not to exceed \$157,654, and authorize the General Manager to extend the temporary easement term for an additional year in an amount not to exceed \$23,100.**

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

BUSINESS AGENDA

- 6. Approve and authorize the General Manager to sign an amendment to the existing agreement between GCW, Inc., and the District to provide additional professional design services for multiple projects within the District's minor capital improvement program for an increase of \$1,000,000 during the current term and each renewal term of the contract.**

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John Enstminger, General Manager, noted that while this is considered a routine item, he asked Doa Ross, Deputy General Manager of Engineering & Operations, to discuss the item's disclosures.

Ms. Ross stated that the contract is for the District's minor capital improvement program, which is administered through the Infrastructure Management department. She acknowledged the disclosed District employees as being related to people employed by the engineering firm but noted the disclosed District employees work in the Engineering department and have no bearing on the contract.

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

7. Authorize an additional incentive of 75 percent for eligible District customers participating in the Authority's Water Efficient Technologies and Smart Irrigation Rebate Programs.

Mr. Entsminger stated that these are existing Southern Nevada Water Authority programs, and this additional incentive is only available for District customers. He noted that public comment was received on this item questioning the authority to implement this program under the District's legislation.

Greg Walch, General Counsel, stated that under the District's act, which was passed in 1947 by the Nevada legislature, there are at least three independent provisions that authorize the conservation programs that exist. They are included in section 1, paragraph 6, and section 1, paragraph 8, with mentions about conserving water brought to the valley for the beneficial use of the District. He added that the District is within its authority to move forward with this item.

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

COMMENTS BY THE GENERAL PUBLIC

Ed Uehling, Las Vegas, expressed frustration that the District is not doing its part to bring more water supply to Las Vegas. He stated that some of the low-income areas of Las Vegas are being charged more for water, as high as \$6,000 per acre-foot of water. He also stated that the District and Authority have not shared anything at these public meetings about what is transpiring with the other basin states related to the Colorado River negotiations. He added that there are no solutions being offered.

Stephanie Steffen, 2021 Grouse St., presented photos of trees being removed and the impact of turf removal within her community. She expressed frustration about water conservation policies that have negatively impacted the tree canopy in her neighborhood and the costly expense to re-landscape these areas. She added that her community has done its part in helping remove turf and participate in water conservation initiatives. Ms. Steffen submitted a document for the record, which is attached to these minutes.

Laura McSwain, representing Water Fairness Coalition, provided written comment in advance of the meeting. Her comment is attached to these minutes.

Laura W. provided written comment in advance of the meeting. Her comment is attached to these minutes.

Adjournment

There being no further business to come before the board, the meeting adjourned at 9:14 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.

Tree death



Photos from 2/15/25 and 5/5/25 on Village Center Circle in Summerlin North, 89134. The south half of Village Center, a distance of less than ½ mile, has lost about **200** once gorgeous ash trees after turf removal. The red slashes mean the trees are marked for removal after dying. About 100 trees have already been removed and replaced with saplings. 92 more were scheduled to be cut down January 2026. Many more have died after turf removal along Town Center Drive. This tragedy is happening all over the Las Vegas Valley.





Trees all marked for removal. 2/15/25. This is directly in front of TPC Summerlin



**Public comment
received for the 2/3/26
LVVWD Board of
Directors meeting**



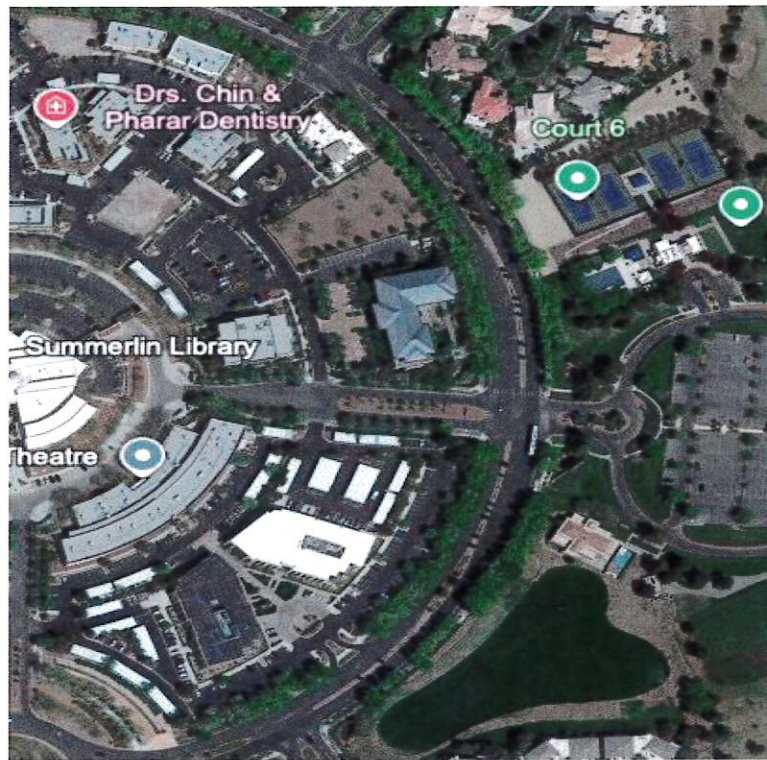
Every tree in this particular section died and is slated for removal



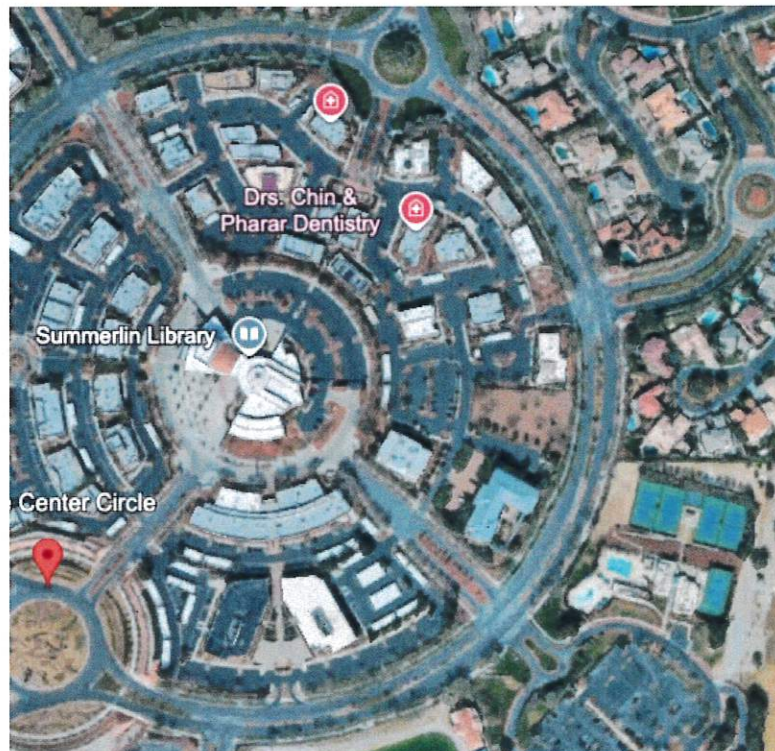
One ash tree in this section of about 30 trees survived the turf removal. The rows of expensive Netafim being installed to support the new sapling trees is visible here. The expense to first remove the turf and landscape the area with drip irrigation, then remove the huge dead trees later, including massive root balls, and then relandscape, is in the millions.



Public comment received for the 2/3/26 LVVWD Board of Directors meeting



The area outside our neighborhood, as it looked in March 2015. The beautiful trees provided cooling shade and respite from the heat. (Google Earth)



The same area March 2024 after turf was removed and the trees died. There isn't a current photo in Google Earth to reflect the removal of most of them.



February 1, 2026

LVVWD Board of Directors Meeting, February 3, 2026

Re: Public Comment – Items #5 and #7

Item #5 –

This item asks the Board to approve an amendment to increase a previously approved contract amount for GCW by \$1,000,000, effectively doubling the current cap, but the agenda materials do not provide enough procurement context for the public to evaluate the request.

Recent issues withing Clark County contract awards underscore why transparent documentation matters across all public agencies.

The attachment includes a relationship disclosure and states there is no employee/official ownership interest or involvement in negotiation/day-to-day activities, but it does not explain how the underlying contract was originally awarded, whether it was competitively solicited, how many firms were considered, what evaluation criteria were used, or what oversight safeguards were applied at the time of selection.

Before approving additional funding, I urge the District to provide a brief, public-facing summary of the original award method and justification, including solicitation type (if any), scoring/evaluation approach, and the specific controls used to manage and document conflict-of-interest risk.

Item #7-

Proposed authorization of a District-funded supplemental incentive for participants in the Southern Nevada Water Authority's Water Efficient Technologies (WET) and Smart Irrigation Rebate (SIR) Programs.

The agenda item states that this action is authorized pursuant to Section 1(13) of the Las Vegas Valley Water District Act (Chapter 167, Statutes of Nevada, 1947). Section 1(13), however, is procedural in nature. It authorizes the District to make contracts and take actions **only as a**

means of exercising powers otherwise granted by the Act. It does not itself expand or define the substantive purposes for which District funds may be expended.

Accordingly, reliance on Section 1(13) necessarily requires identification of the **specific enumerated power or purpose** that this supplemental incentive is intended to implement.

The Act's stated purposes and powers focus repeatedly on the acquisition, construction, operation, maintenance, and improvement of **District works and properties**, the **distribution of water**, and the **conservation and protection of water resources for District use**. While conservation is an articulated objective, the Act does not expressly authorize the District to subsidize customer-owned equipment, site improvements, or private retrofits—particularly at subsidy levels that may reach up to 80 percent of total project cost.

This proposal therefore raises several unresolved statutory and ratepayer-related questions that warrant clarification on the record.

First, the agenda item does not identify which enumerated power in Section 1 this incentive is “necessary” to carry out. A general assertion that the District may enter into contracts is insufficient. Section 1(13) operates only in service of another express grant of authority, and the underlying power being exercised here should be clearly identified and explained.

Second, the Board should clarify how these expenditures are categorized for accounting and rate-setting purposes. Section 16 of the Act requires that rates and charges be reasonable and tied to the costs of operating and maintaining the District's works and properties, the general expenses of the District, and debt service. If these incentives are being treated as a “general expense,” the legal and factual basis for classifying large-scale subsidies of private capital investments as a District general expense should be articulated, along with how this treatment is reflected in the District's rate structure.

Third, Section 15 of the Act expressly prohibits the Board from incurring any debt or liability beyond the Act's express provisions, declaring any such obligation absolutely void. This program is proposed to apply to active, pending, and future projects, with future-year funding to be “budgeted accordingly.” Clarification is therefore warranted as to what statutory limits constrain the District's ongoing financial exposure and how this program avoids creating an open-ended or continuing liability inconsistent with Section 15.

Fourth, the proposal is expressly designed to supplement programs administered by the Southern Nevada Water Authority. The Act distinguishes between the responsibilities and funding mechanisms of the District and the Authority, particularly where costs associated with Authority facilities and programs are concerned. It is therefore appropriate to ask why District operating revenues are being used to enhance an Authority program, and how this allocation aligns with the District's independent statutory purposes and obligations to its ratepayers.

The agenda item also notes that the proposed supplement is “similar to the District's Water Smart Landscapes topper.” However, the item does not reference a prior Board resolution, policy adoption, or legal determination establishing the statutory basis for that program or for District-funded supplemental incentives generally. Similarity to a prior program is not a substitute for identifying statutory authority or defining the legal limits applicable to this action.

Public comment received for the 2/3/26 LVVWD Board of Directors meeting

If the District intends to rely on a prior approval or historical practice as precedent, the specific action, date, and statutory rationale should be identified so that the Board and the public may evaluate whether the same legal interpretation is being extended here and whether that interpretation remains appropriate given the scope and scale of the proposed supplement.

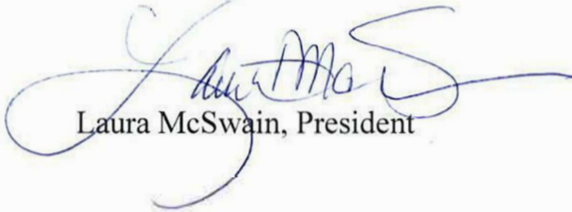
It is anticipated that staff or counsel may assert that conservation incentives have previously been approved as a matter of Board discretion or treated as general District expenses. If that is the case, further clarification would still be helpful as to:

- (1) where in the Act the authority to subsidize customer-owned capital improvements is derived beyond Section 1(13);
- (2) what limiting principles apply to prevent such incentives from expanding beyond the Act's express purposes or creating liabilities prohibited by Section 15; and
- (3) how reasonableness under Section 16 is evaluated when District funds are used to match or supplement Authority incentives at levels approaching full project cost coverage.

Because this item proposes a material, multi-year financial commitment funded by District revenues, a clearer articulation of the statutory authority, expenditure category, and limiting constraints governing this program would strengthen transparency, ensure consistency with the LVVWD Act, and better inform the Board's decision.

Respectfully submitted,

WATER FAIRNESS COALITION



Laura McSwain, President

Public comment received for the 2/3/26 LVVWD Board of Directors meeting

From: [Laura W](#)
To: [&PublicComment](#)
Subject: {External} - {LVVWD Public Comment} - Public comment for 2/3/2026 meeting
Date: Monday, February 2, 2026 7:12:03 PM

[You don't often get email from vegasrain@hotmail.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

Board of Directors,

One of the agenda items, #6, is a possible action to sign an amendment to the an existing agreement to increase compensation for additional professional design services for multiple projects within the District's minor capital improvement program by One Million dollars. The back up materials show familial relationships to the company and LVVWD employees. The public needs to know what oversight is in place for potential ethical violations in this specific matter. In addition, a request for full transparency is being made to provide information on the contract selection process, the selection criteria used, and if any Board member recused themselves with a potential conflict of interest. There is also a need for more transparency on exactly what the design services are for before a blanketed \$1,000,000 is awarded, and information on the length of the contract, as it states the increase can occur every year during the term of the contract if this item is approved. When and where will the above requested information be posted for the public to review?

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

March 3, 2026

Subject: Agreement
Petitioner: Doa J. Ross, Deputy General Manager, Engineering and Operations
Recommendations: That the Board of Directors approve and authorize the President to sign an interlocal agreement between the City of Las Vegas and the District for the construction of water facilities for the Rancho Drive Waterline Replacement Oakey Boulevard to Waldman Avenue Project for an amount not to exceed \$2,188,197.

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:

The City of Las Vegas (City) is designing and constructing the project known as Rancho Drive Complete Street Rancho Drive Mesquite Avenue to Sahara Avenue (Project). In conjunction with the Project, the District recommends replacing aging waterlines and installing new water facilities located within the Project along Rancho Drive between Oakey Boulevard and Waldman Avenue (District Improvements). The City and the District agree that it is advantageous to complete the District Improvements as part of the City’s Project.

If approved, the attached Apttus Agreement No. 014239.0, Project Hub No. 143298-A (Agreement) between the City and the District includes the terms and conditions under which the City will construct and manage the District’s portion of the Project, as generally shown on Exhibit A of the attached Agreement. The City will be responsible for construction, construction management, acceptance of bids on behalf of the District, and payment of contractor costs incurred for District Improvements. The requested \$2,188,197 includes a 20 percent contingency. All facilities, when completed, 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 the agreement.

INTERLOCAL AGREEMENT

**CITY OF LAS VEGAS RANCHO DRIVE WATERLINE REPLACEMENT
OAKY BOULEVARD TO WALDMAN AVENUE**

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

WITNESSETH:

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

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

WHEREAS, the City is designing and constructing a project known as "Rancho Drive Complete Street Mesquite Avenue to Sahara Avenue" (hereinafter referred to as "City Project") and said City Project contains the area of Rancho Drive between Oaky Boulevard to Waldman Avenue as generally depicted on Exhibit A attached hereto and incorporated herein;

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

WHEREAS, the District desires the City, as a part of the City Project, to construct and perform contract administration for the construction of the Water Facilities;

WHEREAS, the District and the City have agreed that it is beneficial to include the Water Facilities with the construction phase of the City Project;

WHEREAS, the City is willing and able to perform the construction and administration of the Water Facilities so long as it does not incur any additional cost or expenses and provided the District pays for all cost and expenses associated with the construction and administration of the Water Facilities; and

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

ARTICLE I - COSTS:

1. The Water Facilities costs include the sum of the actual construction costs of the Water Facilities as determined via a change order ("Additive Change Order") awarded by the City. The actual construction costs shall be referred to as "Water Facilities Costs".
2. The Estimated Water Facilities Cost:
 - a. The Estimated Water Facilities Cost is defined as the sum of:
 - i. The Estimated Water Facilities Construction Cost,
 - ii. The Water Facilities Contingency, and
 - iii. The Construction Management of Water Facilities Cost.

- b. The "Estimated Water Facilities Construction Cost" is defined as the design professional's estimated cost of construction of the Water Facilities.
 - c. The "Water Facilities Contingency" is defined as a twenty percent (20%) construction contingency based on the Estimated Water Facilities Construction Cost.
 - d. The "Estimated Water Facilities Construction Management Cost" is defined as five percent (5%) of the Estimated Water Facilities Construction Cost and Water Facilities Contingency.
 - e. A summary of the Estimated Water Facilities Cost is attached hereto as Exhibit B.
3. The total costs to the District under this Agreement for actual construction of the Water Facilities, contract administration, and change orders and/or construction change authorizations executed in accordance with this agreement of the Water Facilities shall not exceed \$2,188,197 as set forth on Exhibit B, hereinafter called "Amount Not to Exceed" unless such sums are increased by a written amendment to this Agreement.

ARTICLE II - DISTRICT AGREES:

- 1. The District shall provide to the City, at no cost or expense to the City, final and complete design drawings for the Water Facilities, which shall be sealed and stamped by a Nevada Registered Professional Engineer ("Plans") and acceptable to the City. The District agrees, throughout the duration of this Agreement, at the District's sole cost and expense, to timely make any mutually agreeable modifications, changes, and/or adjustments to the Water Facilities Plans as requested by the City. The District agrees to provide any modifications, changes, and/or adjustments to the Water Facilities Plans to the City within a reasonable period of time.
- 2. The District shall, at its sole cost and expense, obtain all environmental clearances and any and all permits of any kind required for the construction of Water Facilities, including those requested by the City.
- 3. The District acknowledges that the City will include the Water Facilities in the construction of the City Project via Additive Change Order. The City Council ("City Council"), or its designee, shall determine the approval of the Additive Change Order and the City Council will also award the Additive Change Order for the construction of the Water Facilities.
- 4. Within thirty (30) days after the award of the Additive Change Order by the City and approval of the Additive Change Order by the City Council for construction of the Water Facilities, the District agrees to pay to the City the Water Facilities Costs.
- 5. In addition to the Water Facilities Costs, the District will pay all other costs and expenses ("District Costs") associated with the design, re-design, construction, and construction administration of the Water Facilities, including but not limited to, the cost of any change orders and/or construction change authorizations (collectively "Water Facilities Change") related to construction of the Water Facilities, that are determined to be necessary by mutual written agreement between the City and the District. Once the District and the City have agreed to the scope and cost of a Water Facilities Change and if the Water Facilities Change is in excess of the total sum approved by the District's Board of Directors ("District's Board") for this Agreement, the City shall provide the District an invoice for Water Facilities Change, and the District shall take the invoice to the next regularly scheduled meeting of the District's Board for approval.
- 6. If the District fails to timely approve any change order that the City determines is necessary or fails to provide the City with any additional funds required for the Water Facilities Change within ten (10) days after the District's Board's approval of the invoice for the Water Facilities Change, the City is under no obligation to continue to construct the Water Facilities, may cease construction of the Water Facilities, and may remove the Water Facilities from the City Project. Should the City cease construction of the Water Facilities in accordance with this paragraph, the District shall pay all costs and expenses of the City associated with the ceasing of construction of the Water Facilities ("Cessation Costs"). The District shall reimburse the City for the Cessation Costs within thirty (30) days of receipt of an invoice from the City; or, if the Water Facilities Costs that have already been paid to the City but have not yet been used are in excess of the Cessation

Costs, the City shall deduct the Cessation Costs from the balance of the unused Water Facilities Costs and refund the balance, if any, of the Water Facilities Costs to the District within 30 days of the cessation of construction.

7. The District shall provide, at no cost to the City, District construction inspection services on the City Project for the Water Facilities for all inspections called for during the District's normal working hours and to promptly report any construction deficiencies to the City's Engineer. The District shall only communicate items of concern to the City's contractor in the event of a health or safety threat to the District's water system. When required due to the construction of the Water Facilities, the District shall have construction inspectors on-site while the Water Facilities work is being performed by the City's Contractor. The City's Contractor shall be responsible for paying for inspections outside of the District's normal working hours requested for the City's Contractor's sole benefit.
8. The District shall respond to requests for information during construction of the Water Facilities in a timely manner, as requested by the City.
9. The District shall be responsible for all utility relocations that are related to the Water Facilities at no cost to the City. The District shall be responsible for all cost and expenses associated with any delays and damages arising out of or related to the District's failure to timely review and respond to requests for information.
10. At the request of the City and as limited by and without waiving any limitations found in NRS Chapter 41, the District shall indemnify, defend, and hold harmless the City, City Council, and its members, officers, directors, managers, employees, agents, successors, and assigns ("City Indemnitees") against any and all claims, demands, damages, losses (including, without limitation, loss of revenues), lawsuits, other proceedings, causes of action, liabilities, claims of lien, liens, civil or criminal penalties and charges, other costs and expenses, including, without limitation, reasonable attorneys' and experts' fees and costs, whether or not suit is filed (collectively, "Actions") caused by, arising from, and/or related to the sufficiency of the design of the Water Facilities. The District shall not be liable hereunder to the extent that an Action is caused by the sole negligence of the City and/or the City Indemnitees in accordance with applicable Law regarding comparative negligence.
11. After the completion of the construction of the Water Facilities and the District's acceptance of the Water Facilities, the Water Facilities shall be and remain the exclusive property of the District. At that point, the District shall be responsible for operation and maintenance of the Water Facilities and shall have the sole right to modify the Water Facilities at the District's sole discretion. The City shall at no time be responsible for the maintenance of the Water Facilities.

ARTICLE III - CITY AGREES:

1. The City will fund any necessary engineering costs including, but not limited to, construction management, inspection, permits, and administration fees incurred by the City for the City Project. The City will be responsible for the construction and construction management of the City Project including the Additive Change Order.
2. The City shall administer the City Project including the Water Facilities, in accordance with NRS Chapter 338.
3. The City shall have its contractor construct the Water Facilities in accordance with the District's plans as approved by the City and the District.
4. The City shall negotiate the Additive Change Order with the City's Contractor for the inclusion of the Water Facilities in the City Project contract documents.

5. The City shall ensure that its contractor allows the District to observe, review, and inspect the construction work of the Water Facilities.
6. The City shall bill the District in accordance with Article II.
7. Should any defective material or workmanship affecting the Water Facilities installed by the City's Contractor be disclosed within one (1) year of the date of Substantial Completion of the City Project, the City shall require the City's Contractor to promptly cause the defect to be corrected. The City may assign to the District any rights it may have against the contractor with respect to defective material or workmanship affecting the Water Facilities. For purposes of this Agreement, failures including, but not limited to, leaks, settlement, collapse, or any raveling, shall be considered conclusive of defective materials and/or workmanship.
8. The City will provide record drawing information of the constructed Water Facilities to the District within sixty (60) days of the completion of the construction of the Water Facilities.
9. Within sixty (60) days after the City's final payment to the contractor, the City will return to the District any funds advanced by the District for the Water Facilities which are unused and/or unencumbered and/or not needed for cost or expenses associated with, and/or arising out of, and/or related to the Water Facilities, including but not limited to claims or actions arising out of and/or related to construction of the Water Facilities.

ARTICLE IV - IT IS MUTUALLY AGREED:

1. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each Party.
2. In the event that the actual Water Facilities Costs exceed the Amount Not to Exceed, the Parties hereby agree to amend this Agreement to increase the Amount Not to Exceed to include the actual Water Facilities Costs and an additional five (5) percent of the actual Water Facilities Costs for the cost of the City's construction administration related to the Water Facilities. Such amendment shall be taken to both the City's Council and the District's Board. If the District's Board fails to approve the amendment to this Agreement, the City is under no obligation to construct the Water Facilities and the District shall pay all costs and expenses associated with the District Board's failure to approve the amendment, including but not limited to the City's administrative costs associated with negotiating the Additive Change Order for the Water Facilities. The City shall provide to the District an accounting documenting such reasonable costs and expenses, and those costs and expenses shall be deducted from the Water Facilities Costs previously paid by the District to the City in accordance with this Agreement. Should the District have not yet paid the City the Water Facilities Costs in accordance with Article II, paragraph 4 of this Agreement, such costs and expenses shall be paid by the District to the City within thirty (30) days of receipt of the City's accounting.
3. The term of this Agreement shall be from the Effective Date until completion of construction of the City Project (when the City has issued notice of final completion of the City Project), and the City Project including the Water Facilities has been closed out and the City has received all payments from the District, and the District has accepted the Water Facilities, unless this Agreement is terminated as provided herein.
4. Either Party may terminate this Agreement upon written notification ten (10) days prior to the City's award for the Additive Change Order to include the Water Facilities. After the award of the Additive Change Order, this Agreement may be terminated by mutual consent of both Parties.
5. Either Party may terminate this Agreement upon the default of the other Party. The terminating Party shall provide written notice of the default to the non-terminating Party, and the non-terminating Party shall have fourteen (14) days to cure the default. Should the default not be cured in those fourteen days, the Agreement may be terminated. In the event of such termination, the Parties will work together regarding the equitable resolution of any outstanding costs or claims at the time of termination.

6. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by email, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other Party at the address set forth below:

To City: City of Las Vegas
Attention: Lyle Wilcox
495 South Main Street – 5th Floor
Las Vegas, Nevada 89101
(702) 229-6574
lwilcox@lasvegasnevada.gov

To DISTRICT: Las Vegas Valley Water District
Attention: Jason Ghadery
1001 South Valley View Boulevard, M/S 600
Las Vegas, Nevada 89153
(702) 258-3171
jason.ghadery@lvvwd.com

With copy to: Las Vegas Valley Water District
(excluding invoices) Attention: General Counsel
1001 South Valley View Boulevard, M/S 480
Las Vegas, Nevada 89153
generalcounsel@lvvwd.com

7. The City will be responsible for any loss, damage, liability, cost or expense, except those exempted by law, caused by the actions or inactions of its officers or employees; the City does not waive the conditions and limitations of NRS Chapter 41. The District will be responsible for any loss, damage, liability, cost or expense, except those exempted by law, caused by the actions or inactions of its officers and employees; the District does not waive the conditions and limitations of NRS Chapter 41.
8. 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 herein, may be assigned without the prior written consent of the non-assigning Party.
9. 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.
10. The laws of the State of Nevada will govern as to the interpretation, validity, and effect of this Agreement.
11. Each Party shall not discriminate against employees or applicants based on race, color, religion, sex, sexual orientation, gender expression, gender identity, age or national origin, and shall ensure that applicants are employed and employees are treated without regard to the above-mentioned factors and agrees to post in a conspicuous place, for employees and applicants, notices provided by the Equal Employment Opportunity Commission setting forth these provisions. Each Party further agrees that solicitation for employees shall state that qualified applicants will receive consideration without regard to the above-mentioned factors and will send to labor unions or collectives with which he/it has an agreement a notice of the commitments required herein, and each Party will comply with all local, State and Federal laws prohibiting discrimination in hiring or employment opportunities.
12. The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each Party is and shall be a public agency or political subdivision of the State of Nevada, separate and distinct from the other Party and shall have the right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of

an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other Party.

- 13. Neither Party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other Party.
- 14. Except as otherwise expressly provided herein, all property presently owned by either Party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the Parties during the course of this Agreement.
- 15. This Agreement constitutes the entire agreement of the Parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.

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

CITY OF LAS VEGAS

LAS VEGAS VALLEY WATER DISTRICT

Shelley Berkley, Mayor

Marilyn Kirkpatrick, President
Board of Directors

Date

Date

ATTEST:

Dr. LuAnn D. Holmes, MMC, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

John S. Riddila 1/26/26

Deputy City Attorney

Gregory J. Waich

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

John S. Riddila
Assistant City Attorney

EXHIBIT A

City of Las Vegas
Rancho Drive Waterline Replacement
Oakey Boulevard to Waldman Avenue
LVVWD Project No. 143298

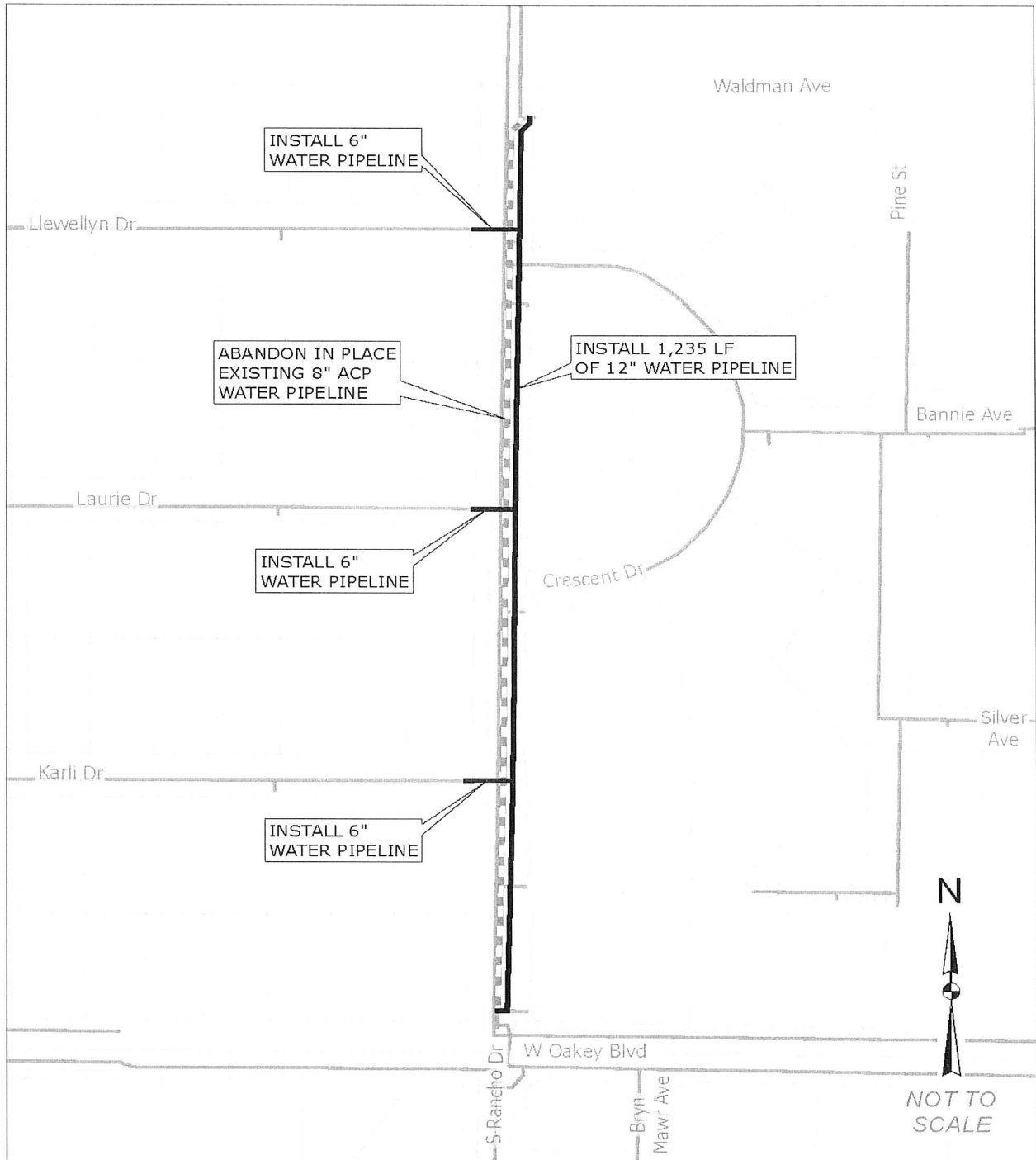


EXHIBIT B

City of Las Vegas
 Rancho Drive Waterline Replacement
 Oakey Boulevard to Waldman Avenue
 LVVWD Project No. 143298

SUMMARY OF ESTIMATED WATER FACILITIES COSTS

COST OF CONSTRUCTION:

Estimated Water Facilities Construction Cost	\$1,736,664
Water Facilities Contingency <i>(Twenty Percent of Estimated Water Facilities Construction Cost)</i>	\$347,333
Cost of Construction Subtotal:	\$2,083,997
Construction Management of Water Facilities <i>(Five Percent of Cost of Construction Subtotal)</i>	\$104,200

TOTAL AMOUNT: \$2,188,197

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

March 3, 2026

Subject: Construction Award
Petitioner: Doa J. Ross, Deputy General Manager, Engineering and Operations
Recommendations: That the Board of Directors award a contract to Byrd Underground, LLC, in the amount of \$1,810,977 for the installation of production well infrastructure and site improvements, authorize a change-order contingency not to exceed \$180,000, and authorize the General Manager to execute 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. 010156 (3501L), Well 124 Equipping Construction (Project), is to install necessary infrastructure to connect a new production well to the District water system and include well-site improvements. The Project is located as generally shown in Attachment A. Once the Project is completed, this well will serve as a replacement for aging wells nearing the end of their service life, ensuring the District maintains reliable groundwater production capacity.

Sealed bids were received and publicly opened on January 13, 2026. A tabulation of the bids received is listed below:

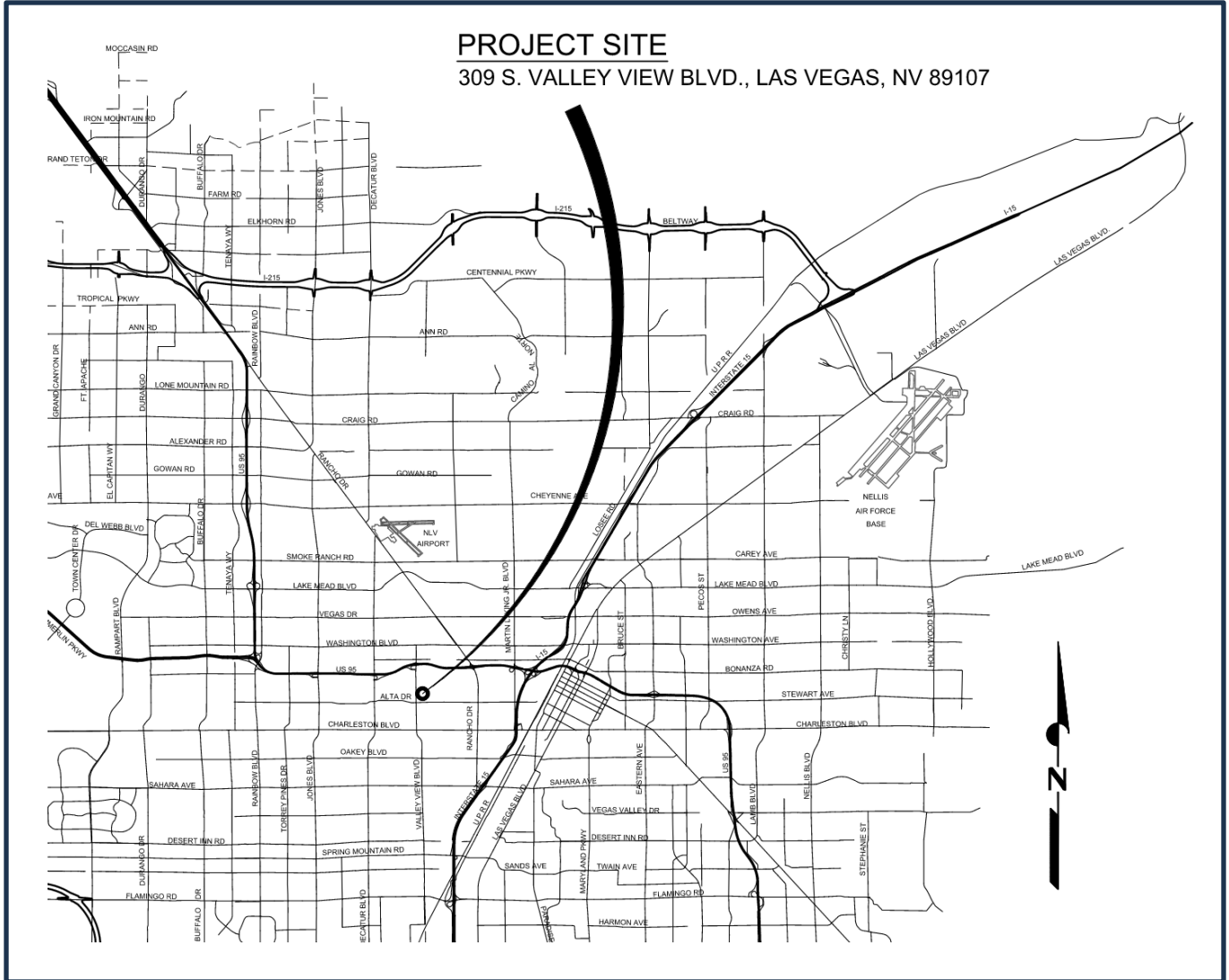
Byrd Underground, LLC	\$1,810,977
M.M.C., Inc.	\$2,289,280
CMMCM LLC	\$2,848,900
Rafael Construction, Inc.	\$3,216,816

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 limited liability 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 the agreement.

LVVWD BOARD OF DIRECTORS
AGENDA ITEM

CONTRACT NO. 3501L_010156
WELL 124 EQUIPPING CONSTRUCTION





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: 92
Corporate/Business Entity Name: Byrd Underground, LLC.
Doing Business As:
Street Address: 2000 Burns Rd.
City, State, and Zip Code: Henderson, NV 89011
Website:
Contact Name: Tyler Byrd
Contact Email: tyler@byrdunderground.com
Telephone No: (702) 644-8888
Fax No:

BUSINESS ENTITY OWNERSHIP LIST

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

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

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

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

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

Additional Supplemental Information to be Attached? **No**
 Number of Board members/Officers?
 Number of Owners? **1**

Names, Titles and Percentage Owned:

Full Name	Title	% Owned <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>
Rock Management Trust	Trust	100
Buddy Lee Byrd	Trustee	0
Tyler Byrd	Authorized Agent	0

DISCLOSURE OF RELATIONSHIPS

Disclosure of Relationship/Ownership

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

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

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

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

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

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

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

Signer Name: Tyler Byrd
Signer Title: Authorized Agent
Signer Email: tyler@byrdunderground.com
Signed Date: 1/22/2026
E-signed Acknowledgement: Yes

LVVWD/SNWA/SSEA Review

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

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

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

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

Additional Comments or Notes:

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

<u>Ono Siou Matsura, Shannon</u>	<u>Ono Siou Matsura, Shannon</u>	<u>1/22/2026</u>
Signature	Print Name/Title	Date

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: WELL 124 EQUIPPING

Project No: 3501L

Commitment No: 010156

Public Works Project Identifying Number: CL-2024-026

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

- I. 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:



 Laura Ellen Browning Esq.
 Attorney for Las Vegas Valley Water District

END OF DOCUMENT

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

March 3, 2026

Subject:
Construction Award

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

Recommendations:
That the Board of Directors award a contract for the installation of trihalomethane removal systems at the Angel Park 2860 Zone Reservoir to M.M.C., Inc., in the amount of \$1,193,767, authorize a change order contingency amount not to exceed \$110,000, and authorize the General Manager to sign the contract.

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. 012714 (21431L), Angel Park Site – THM Mitigation System Installation, is for the installation of spray aeration systems that remove water disinfection byproducts known as trihalomethanes (THM) within both basins at the existing Angel Park 2860 Zone Reservoir, located as generally shown on Attachment A.

Sealed bids were received and publicly opened on January 27, 2026. A tabulation of the bids received is listed below:

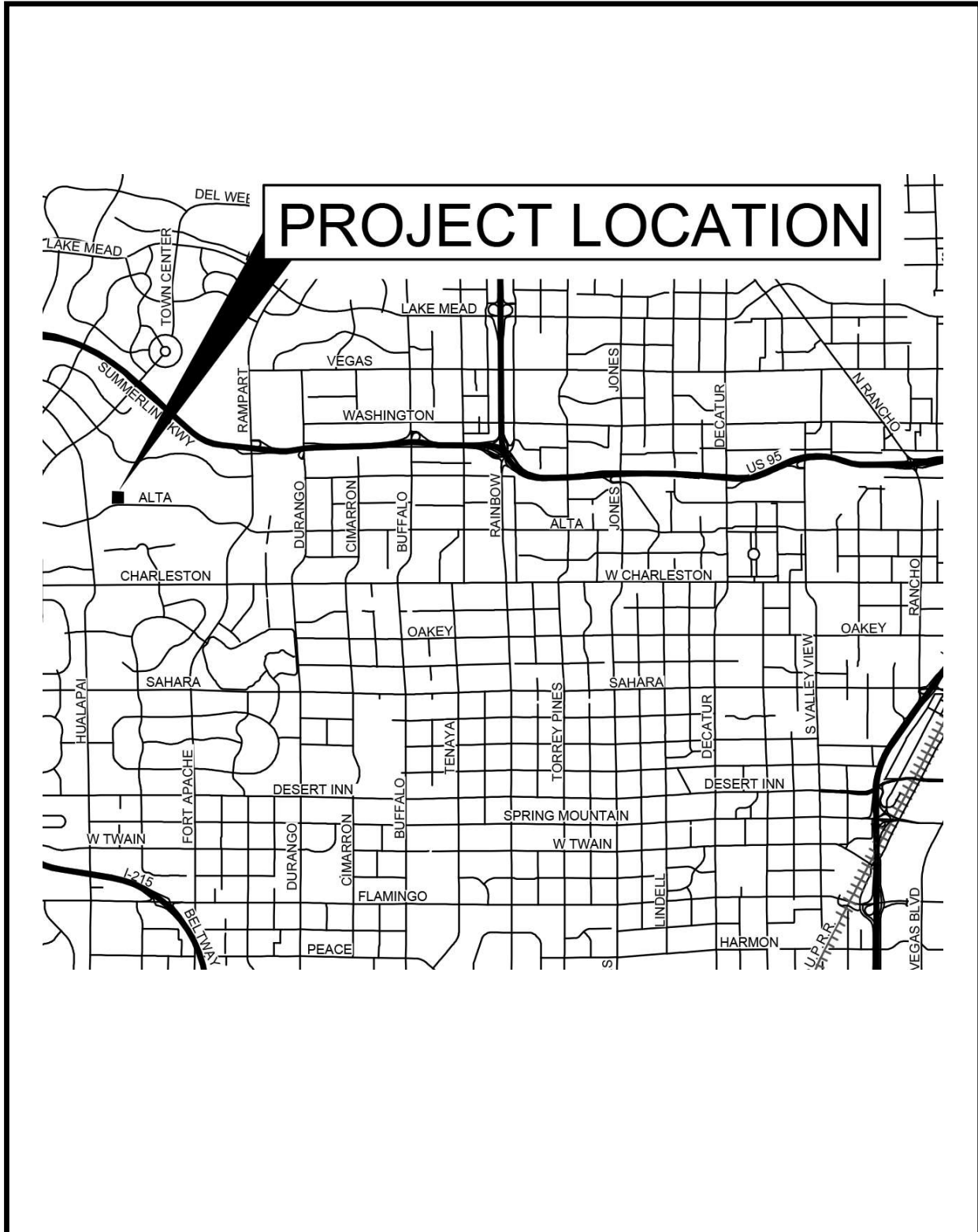
M.M.C., Inc.	\$1,193,767
J. A. Tiberti Construction Co., Inc.	\$1,514,999
James F. Thomson, Jr.	\$1,526,173

The M.M.C., Inc. (MMC), proposal is considered to be the best bid received as defined by NRS 338.1389. The attached agreement provides for MMC to accept and agree to all contract terms. MMC is a Nevada limited liability 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.

LVVWD BOARD OF DIRECTORS
AGENDA ITEM

CONTRACT NO. 2143L_012714, ANGEL PARK SITE – THM MITIGATION SYSTEM
INSTALLATION





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

LVVWD/SNWA/SSEA DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Information

Business Entity Type: Privately Held Corporation
Business Designation Group:
Number of Clark County Residents Employed: 45
Corporate/Business Entity Name: Corporate
Doing Business As:
Street Address: 6600 Amelia Earhart Ct., Ste. B
City, State, and Zip Code: Las Vegas, Nevada 89119
Website: www.nclasvegas.com/MMC
Contact Name: Lane Waite
Contact Email: lwaite@nclasvegas.com
Telephone No: (702) 642-3332
Fax No: (702) 642-9876

BUSINESS ENTITY OWNERSHIP LIST

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

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

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

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

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

Additional Supplemental Information to be Attached? **No**
 Number of Board members/Officers?
 Number of Owners? **2**

Names, Titles and Percentage Owned:

Full Name	Title	% Owned <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>
Greg J. Paulk	President	73
Brady W. Stevens	Secretary / Treasurer	27

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: Jailyn JohnsonBrady W. Stevens
Signer Title: Administrative AssistantSecretary / Treasurer
Signer Email: jailyn@nclasvegas.combstevens@nclasvegas.com
Signed Date: 2/4/2026
E-signed Acknowledgement: Yes

LVVWD/SNWA/SSEA Review

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

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

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

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

Additional Comments or Notes:

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

Corsey, Andrea
Signature

Corsey, Andrea
Purchasing Analyst
Print Name/Title

2/4/2026
Date

AGREEMENT

THIS AGREEMENT, made and entered into, by and between Las Vegas Valley Water District, hereinafter referred to as Owner, and M. M. C., 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: ANGEL PARK SITE – THM MITIGATION SYSTEM
INSTALLATION

Project No: 2143L

Commitment No: 012714

Public Works Project Identifying Number: CL-2026-125

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:

M. M. C., 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**

March 3, 2026

Subject:

Award of Bid

Petitioner:

Andy Belanger, Deputy General Manager, Administration

Recommendations:

That the Board of Directors award a bid to provide security services to Diversified Protection Corporation in the annual amount of \$4,383,014.08, with a 2.5 percent annual increase, authorize a contingency amount of 10 percent annually to cover additional services, if needed, for the 5-year contract period and authorize the General Manager to sign the agreement.

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:

The Department of Homeland Security (DHS) and its Homeland Security Presidential Directive 7 recognize water systems as critical infrastructure and mandate security. On January 4, 2022, the Board of Directors approved an agreement for security services, which expires on June 30, 2026.

In order to solicit bids from interested security services firms, an Invitation to Bid was advertised on the Nevada Government eMarketplace system on November 4, 2025. Sealed bids were received and opened on December 3, 2025. Fourteen firms responded to the invitation and were ranked by a committee comprised of corporate security staff, in accordance with the criteria specified in the bid documents. The protest period ended at 5 pm on February 9, 2026; no protests were filed. The committee recommends award to Diversified Protection Corporation (Diversified). The response from Diversified supports the District's continued efforts to maintain the high level of security necessary to protect the assets at various water facilities and sites.

At this time, the Board is being asked to award the bid to Diversified for a five-year term, beginning July 1, 2026, through June 30, 2031. The agreement includes a 2.5 percent annual increase and a 10 percent annual contingency to cover additional services, if needed.

This agreement is being entered into pursuant to NRS 332.065(2) 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.



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

LVVWD/SNWA/SSEA

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Information

Business Entity Type: Privately Held Corporation
Business Designation Group:
Number of Clark County Residents Employed: 51
Corporate/Business Entity Name: Diversified Protection Corporation
Doing Business As:
Street Address: 186 Seven Farms Drive, Suite F-391
City, State, and Zip Code: Daniel Island, SC 29492
Website: www.dpcsecurity.com
Contact Name: Nathaniel White
Contact Email: nathaniel.white@dpcsecurity.com
Telephone No: (843) 405-8482
Fax No:

Nevada Local Business Information (if applicable)

Local Street Address: 8020 S Rainbow Blvd, STE 100-530
 89139
Local Website:
Local Contact Name: Rose Davis
Local Contact Email: rose.davis@dpcsecurity.com
Telephone No: (702) 551-0025
Fax No:

BUSINESS ENTITY OWNERSHIP LIST

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

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

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

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

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

Additional Supplemental Information to be Attached?

Number of Board members/Officers?

Number of Owners?

1

Names, Titles and Percentage Owned:

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

DISCLOSURE OF RELATIONSHIPS

Disclosure of Relationship/Ownership

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

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

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

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

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

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

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

Signer Name: Kristine UtzNathaniel White
Signer Title: Contract AdministratorPresident
Signer Email: kristine.utz@dpcsecurity.comnathaniel.white@dpcsecurity.com
Signed Date: 12/13/2025
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 process for this item?
- _ Is the LVVWD/SNWA/SSEA representative listed above involved in any way with the business in performance of the contract?

Additional Comments or Notes:

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

Haining, James
Signature

Haining, James
Purchasing Division Manager
Print Name/Title

1/29/2026
Date

AGREEMENT

ITB NO. 00013971.0

Security Officer Services

THIS AGREEMENT for security officer services, made and entered into, by and between the Las Vegas Valley Water District (Owner) and Diversified Protection Corporation (Provider). The "Effective Date" is July 1, 2026.

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 General Terms and Conditions of the ITB, and throughout the term of the Agreement, as provided in Section 3 of the ITB.
- b) The 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 Provider, 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 the Owner and Provider for the performance of the Parties' contractual obligations.

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

Diversified Protection Corporation

Las Vegas Valley Water District

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date