

AGENDA

SOUTHERN NEVADA WATER AUTHORITY BOARD OF DIRECTORS

REGULAR MEETING
9:00 A.M. – APRIL 16, 2026

COLORADO RIVER CONFERENCE ROOM, SNWA
100 N. CITY PARKWAY, SEVENTH FLOOR, LAS VEGAS, NEVADA

Board of Directors
Marilyn Kirkpatrick, Chair
Dan Stewart, Vice Chair
Scott Black
Olivia Diaz
Jim Gibson
Justin Jones
Steve Walton

John J. Entsminger,
General Manager

Date Posted: April 9, 2026

SOUTHERN NEVADA
WATER AUTHORITY



The Southern Nevada Water Authority makes reasonable efforts to assist and accommodate persons with physical disabilities who desire to attend the meeting. For assistance, call the Agenda Coordinator at (702) 822-8317 at least 24 hours prior to the meeting.

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

Southern Nevada Water Authority
100 N. City Parkway, Suite 700
Las Vegas, Nevada

Las Vegas Valley Water District
1001 S. Valley View Boulevard
Las Vegas, Nevada

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

Visit our website at www.snwa.com for Southern Nevada Water Authority agenda postings, copies of supporting material, and approved minutes. To receive meeting information, contact the Agenda Coordinator at (702) 822-8317, 1001 S. Valley View Blvd., Las Vegas, NV 89153, agendas@snwa.com.

CALL TO ORDER

COMMENTS BY THE GENERAL PUBLIC

NO ACTION MAY BE TAKEN: This is a period devoted to comments by the general public pertaining to items on this 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 and refrain from making comments that are repetitious, offensive, or amounting to personal attacks. No action may be taken upon a matter not listed on the posted agenda. Public comment can also be provided in advance of the meeting and submitted to publiccomment@snwa.com. Public comment received through April 15, 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 19, 2026.

BUSINESS AGENDA

2. *For Possible Action:* Approve a resolution authorizing the submission of a grant proposal to the Nevada Department of Conservation and Natural Resources’ Conserve Nevada Program to seek funding for a wildfire mitigation project at the Warm Springs Natural Area, and, if awarded, authorize the General Manager, or his designee, to enter into any future funding agreement for the project.
3. *For Possible Action:* Approve and authorize the General Manager to enter into an agreement, in substantially the same form as attached hereto, between Green Chips, a Nevada non-profit corporation dba ImpactNV, and the Authority to support shade tree plantings and to help fund the project for an amount not to exceed \$500,000.
4. *For Information Only:* Receive an update from staff on water resources including, but not limited to, drought conditions in the Colorado River Basin, conservation programs and initiatives, activities on the Colorado River, and water resource acquisition and development.
5. *For Information Only:* Receive an overview and discuss the Fiscal Year 2026/27 Tentative Budget for the Southern Nevada Water Authority.

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 Southern Nevada Water Authority. Please limit your comments to three minutes or less and refrain from making comments that are repetitious, offensive, or amounting to personal attacks. No action may be taken upon a matter not listed on the posted agenda.

**SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
REGULAR MEETING
FEBRUARY 19, 2026
MINUTES**

CALL TO ORDER 9:05 a.m.

BOARD MEMBERS PRESENT Marilyn Kirkpatrick, Chair
Dan Stewart, Vice Chair (Entered at Item 9)
Scott Black
Olivia Diaz
Jim Gibson
Justin Jones
Steve Walton (By telephone)

BOARD MEMBERS ABSENT None

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

OTHERS PRESENT None

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

COMMENTS BY THE GENERAL PUBLIC

For full public comment, visit snwa.com/apps/snwa-agendas/index.cfm

No speakers wishing to be heard.

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 January 15, 2026.***

FINAL ACTION: Director Gibson made a motion to approve the agenda for this meeting and to approve the minutes from the regular meeting of January 15, 2026. The motion was approved.

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 General Manager to sign an amendment to the existing agreement between Carollo Engineers, Inc., and the Authority to provide additional design engineering and construction support services for the Calico Ridge Rate of Flow Control Station for an increase of \$958,014, resulting in a total amount not to exceed \$2,930,452.***
3. ***For Possible Action: Approve and authorize the General Manager to sign, in substantially the same form as attached hereto, a Non-Exclusive Access and License Agreement between the State of Nevada, acting through the Nevada Division of State Lands, for and on behalf of the Nevada Army National Guard, and the Authority for use of real property necessary to construct, operate, and maintain Authority water facilities within Garnet Valley, and authorize a fair market value payment in an annual amount not to exceed \$128,780 for the term of the agreement.***
4. ***For Possible Action: Approve and authorize the General Manager to sign the First Amendment to Lease Agreement between the Colorado River Commission of Nevada and the Authority for office space on the 11th floor of the Molasky Corporate Center for a two-year term beginning July 1, 2026, and authorize two additional one-year extensions.***
5. ***For Possible Action: Approve and authorize the General Manager to sign, in substantially the same form as attached hereto, an amendment to the existing Option Agreement between Townsite Solar 2 LLC and the Authority to provide solar power transmission services.***

6. ***For Possible Action:*** Approve and authorize the General Manager to sign Change Order No. 3 to the Voluntary Septic Conversion Program contract with Menichino Construction LLC for the conversion of existing septic systems to public sewer for an increased amount not to exceed \$2,500,000, authorize a total change order contingency not to exceed \$250,000, and increase the contract time by 133 calendar days.

FINAL ACTION: Director Gibson made a motion to approve staff's recommendations. The motion was approved.

BUSINESS AGENDA

7. ***For Possible Action:*** Approve the removal of the minimum required gallons saved to be eligible for Water Efficient Technologies projects, which will enable the Authority to better incentivize smaller-scale projects by expanding rebate availability, resulting in additional consumptive water use savings.

FINAL ACTION: Director Jones made a motion to approve staff's recommendation. The motion was approved.

8. ***For Possible Action:*** Approve and authorize an increase to the Water Smart Landscapes Program rebate for Enterprise customers from \$2.00 per square foot to \$5.00 per square foot for the first 10,000 square feet of grass converted to water efficient landscaping and from \$1.00 to \$1.50 for every square foot thereafter for both functional and non-functional turf projects.

FINAL ACTION: Director Diaz made a motion to approve staff's recommendation. The motion was approved.

9. ***For Information Only:*** Receive an update from staff on water resources including, but not limited to, drought conditions in the Colorado River Basin, conservation programs and initiatives, activities on the Colorado River, and water resource acquisition and development.

Colby Pellegrino, Deputy General Manager - Resources, gave a presentation. A copy of her presentation is attached to these minutes.

Director Diaz asked for a hydrology comparison between 2025 and 2026. Ms. Pellegrino said that the current outlook for 2026 appears to be like 2025, but the model assumes that the system receives average precipitation and snowpack for the remainder of the year. If 2026 remains hot and dry, the levels will continue to decline.

John Entsminger, General Manager, said that he had accompanied Governor Lombardo to Washington, D.C. for a meeting with the other six Basin States governors and the Secretary of the Interior to discuss the Colorado River. He said that productive discussions were had at the meeting, but the seven states still did not reach an agreement before the federal deadline of February 14. He did not believe there would be dire consequences for not meeting the deadline as there are other future deadlines that still provide the states with an opportunity to reach an agreement.

Director Diaz commended the Las Vegas Valley Water District for using metering technology to notify customers of potential leaks. She had received calls from constituents stating their appreciation for being contacted by the Water District. She said that proactive approach in contacting customers helped the community to conserve water.

NO ACTION REQUIRED

Public Comment

Keith Kennedy spoke concerning septic waivers. He said he owns a home on a septic system and a vacant lot in rural east Henderson. He said that he was unable to develop his vacant parcel due to the lack of sewer infrastructure in the area and the AB 220 restrictions on septic installation. He said that potentially revised regulations from the Southern Nevada Health District put his current septic system in jeopardy.

Adjournment

There being no further business to come before the Board, the meeting adjourned at 9:27 a.m.

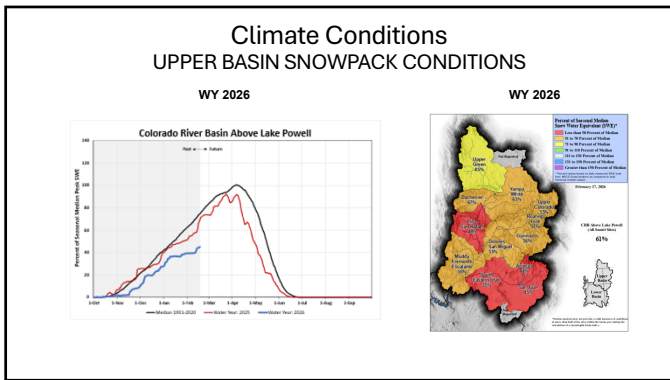
Copies of all original agenda items and minutes, including all attachments, are on file at the Las Vegas Valley Water District, 1001 South Valley View Boulevard, Las Vegas, Nevada.



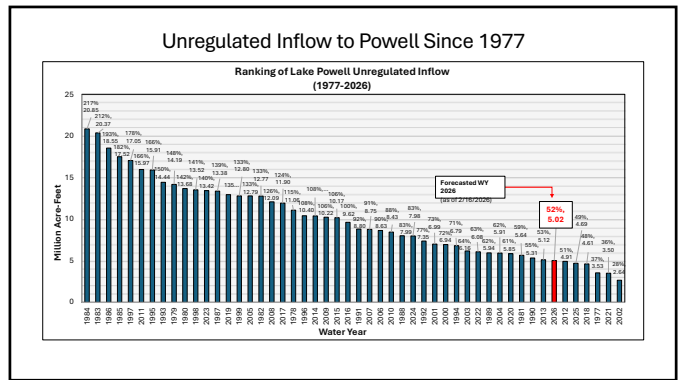
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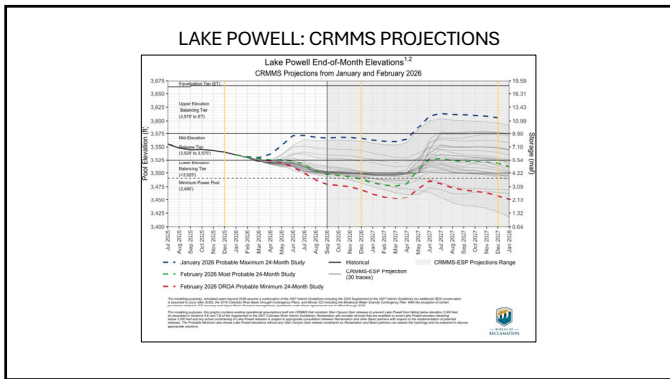
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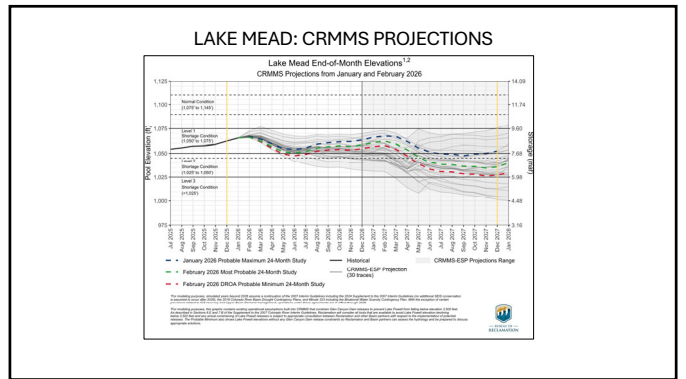
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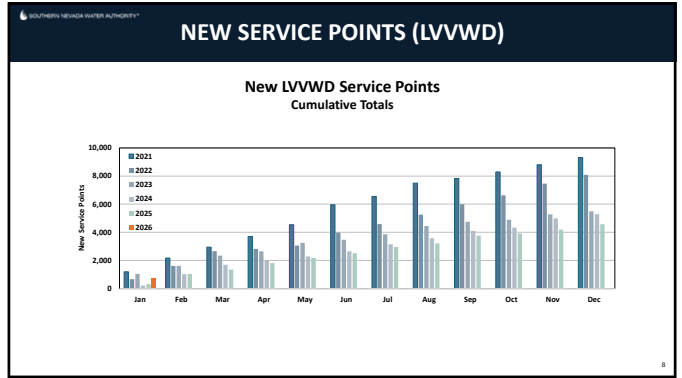
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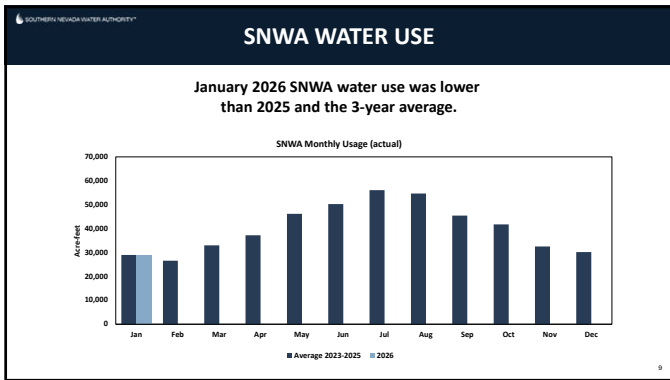
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WATER USE UPDATE

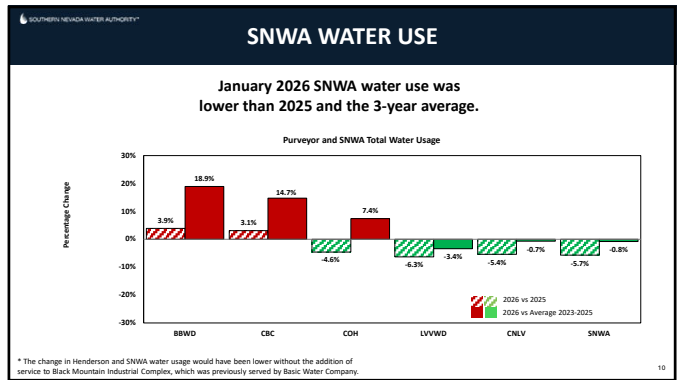
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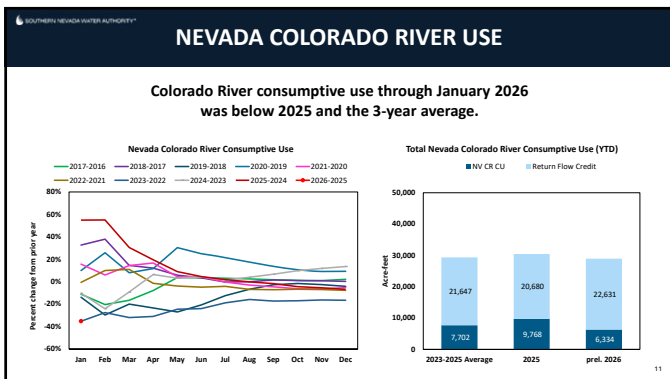
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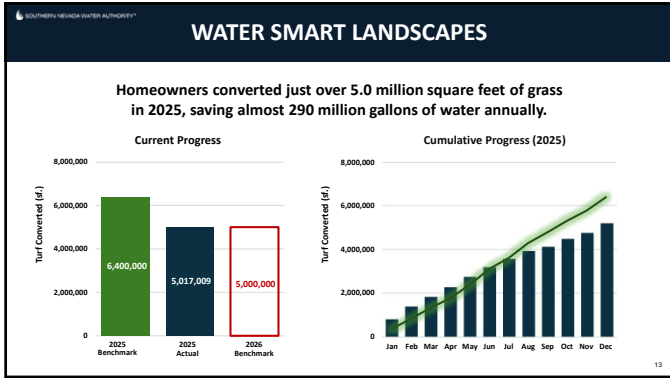
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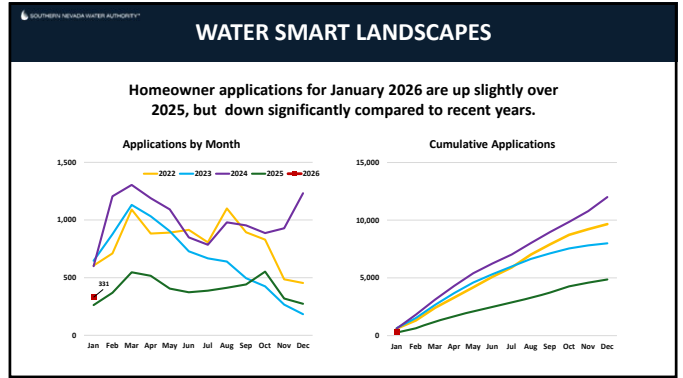
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CONSERVATION BENCHMARKS

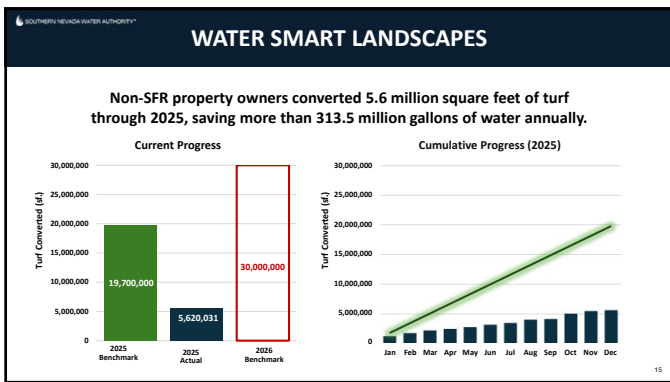
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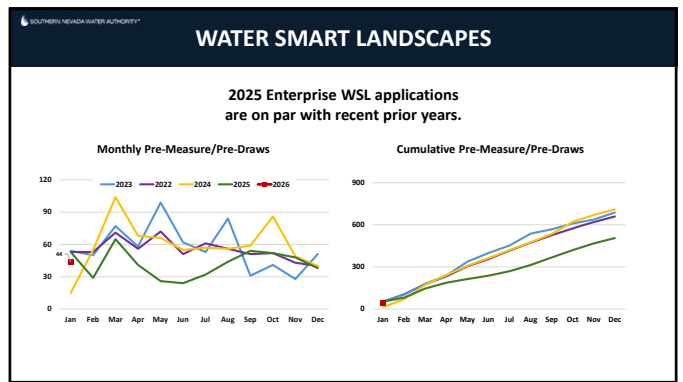
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TREE PROGRAMS

The SNWA offers a tree incentive for WSL participants and is partnering with local nonprofits to create shade in our community.

SNWA Tree Enhancement Program

- WSL participants installed approximately 8,500 new trees since program launch, creating more than 3.7 million sf. of new tree canopy at maturity (~350 trees installed to date in 2026).

Nonprofit Partnership

- ImpactNV installed approximately 1,380 trees in high-heat low-income areas.
- Nevada Plants is gearing up for SNWA-supported tree planting efforts.

ImpactNV Tree Plantings, 2025

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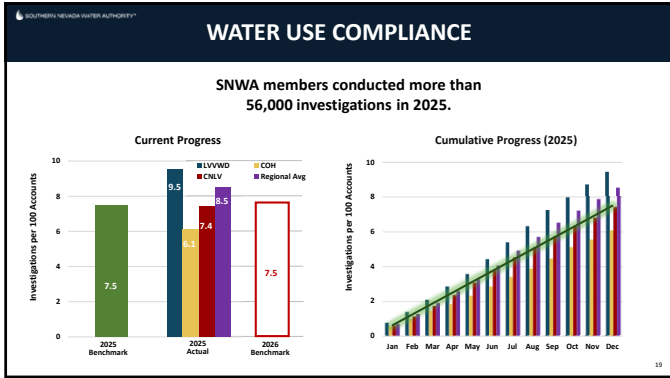
CONVERSION HIGHLIGHTS

Top Enrollments for January

Water Smart Landscapes (WSL):

- Summerlin North Community Assn., ~94,500 sf.
- CCSD, Woodbury Middle School, ~92,200 sf.
- West Sahara Community Assn., ~90,600 sf.

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**SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM**

April 16, 2026

Subject:

Grant Proposal Resolution

Petitioner:

Colby N. Pellegrino, Deputy General Manager, Resources

Recommendations:

That the Board of Directors approve a resolution authorizing the submission of a grant proposal to the Nevada Department of Conservation and Natural Resources' Conserve Nevada Program to seek funding for a wildfire mitigation project at the Warm Springs Natural Area, and, if awarded, authorize the General Manager, or his designee, to enter into any future funding agreement for the project.

Fiscal Impact:

If the grant proposal is awarded, the Authority will receive funds from the Nevada Department of Conservation and Natural Resources of up to \$96,000. A cost share amount of up to \$89,585 is included in the Authority's Operating Budget and funds for future year expenditures will be budgeted accordingly.

Background:

The Nevada Department of Conservation and Natural Resources (DCNR) recently announced available funding for its Conserve Nevada Program. This program funds projects that support conservation and outdoor recreation in Nevada.

In accordance with eligibility requirements, the Board of Directors is being asked to approve a resolution authorizing the submission of a grant proposal to DCNR. The proposal requests \$96,000 in grant funding to support wildfire mitigation at the Warm Springs Natural Area. If awarded, the Authority would provide cost share in an amount not to exceed \$89,585.

Approval of this item approves the resolution and authorizes the General Manager, or his designee, to enter into any future funding agreements if any funding is awarded.

This approval is authorized pursuant to NRS 277.180 and Sections 6(o) and 6(j) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved the resolution.

RESOLUTION IN SUPPORT OF APPLICATION FOR
WILDFIRE MITIGATION GRANT FUNDING TO THE NEVADA DEPARTMENT OF
CONSERVATION AND NATURAL RESOURCES

WHEREAS, the Nevada Department of Conservation and Natural Resources is soliciting proposals and may provide financial assistance to Nevada political subdivisions and other eligible organizations through the Conserve Nevada Program to implement projects that support conservation and outdoor recreation in Nevada; and

WHEREAS, the Conserve Nevada Program specifically allows for project proposals that support wildfire mitigation and restoration projects; and

WHEREAS, the Southern Nevada Water Authority (Authority) is responsible for the maintenance and management of the Warm Springs Natural Area; and

WHEREAS, the Authority will benefit significantly from financial assistance to support wildfire mitigation efforts in Southern Nevada.

NOW, THEREFORE, BE IT RESOLVED that the Authority's Board of Directors agrees, authorizes, and verifies:

1. That, if awarded, the Authority's General Manager, John J. Entsminger, or his designee, upon subsequent approval by the Board of Directors, has the authority to enter into an assistance agreement or similar agreement on behalf of the Authority with the Nevada Department of Conservation and Natural Resources for Conserve Nevada Program funding.
2. That the Authority's application requesting \$96,000 to support its proposed project, Warm Springs Natural Area Wildfire Mitigation, has been reviewed and approved by appropriate Authority staff, and its Board of Directors supports its submission to the Nevada Department of Conservation and Natural Resources Nevada Water Conservation Conserve Nevada Program.
3. That the application includes a funding plan that outlines the Authority's ability to contribute up to \$89,585 and that, if awarded, the Authority has the financial capability to provide the cost share, as specified in the funding plan.
4. That, if awarded, the Authority will work with the Nevada Department of Conservation and Natural Resources to meet established deadlines for entering into an assistance agreement or similar agreement.


Introduced and passed this 16th day of April 2026.

Attest:

Southern Nevada Water Authority

John J. Entsminger, Secretary

Marilyn Kirkpatrick, Chair



Gregory J. Walch, General Counsel

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM
April 16, 2026

Subject: Agreement
Petitioner: Colby N. Pellegrino, Deputy General Manager, Resources
Recommendations: That the Board of Directors approve and authorize the General Manager to enter into an agreement, in substantially the same form as attached hereto, between Green Chips, a Nevada non-profit corporation dba ImpactNV, and the Authority to support shade tree plantings and to help fund the project for an amount not to exceed \$500,000.

Fiscal Impact:

Funds requested for current year expenditures are available in the Authority’s Operating Budget. Funds for future expenditures will be budgeted accordingly.

Background:

Buildings, roads and parking lots absorb and re-emit the sun’s heat, creating areas of higher temperature commonly referred to as urban heat island (UHI). Like climate change, UHI causes increased energy consumption for cooling, elevated emissions of air pollutants and greenhouse gases associated with increased cooling demands, and water quality changes due to disruptions in stormwater runoff and absorption. UHI can also negatively impact human health and safety, particularly among vulnerable populations.

The number of trees in particular areas often correlate to socioeconomic factors. According to the Tree Equity Score Analyzer developed by American Forests, there are significant disparities in tree canopy coverage in our community. Generally, higher income neighborhoods have more trees and lower income neighborhoods have fewer trees.

Local municipalities and other partners are focused on ways to increase Southern Nevada’s urban tree canopy coverage, particularly in the underserved areas most vulnerable to climate impacts. As part of the proposed agreement, the Authority will work with Green Chips (ImpactNV) to install trees in areas where resident populations are most vulnerable to extreme heat. Under a prior agreement approved by the Board of Directors on July 20, 2023, ImpactNV coordinated the installation of more than 1,300 trees in areas of need. This agreement will build upon those efforts.

If approved, the Authority will consult with ImpactNV to determine appropriate planting locations and types of trees for installation and authorize funds to support planting projects. Planting sites will include high-use areas to maximize public benefits such as schools, parks and recreation centers, commerce and community centers, mass transit terminals, high-traffic pedestrian routes, and residential community common areas.

This agreement is being entered into pursuant to Section 6(i) and 6(p) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved the agreement.

JJE:CNP:ZLM:AJB:nh
Attachment: Agreement

AGENDA ITEM #

3

**AGREEMENT BETWEEN
GREEN CHIPS dba IMPACT NV AND THE SOUTHERN NEVADA WATER AUTHORITY
FOR AN URBAN FOREST INITIATIVE PROJECT**

This Agreement is made and entered into by and between Green Chips, a Nevada 501(c)(3) non-profit corporation dba ImpactNV (“ImpactNV”), and the Southern Nevada Water Authority, a political subdivision of the State of Nevada (“Authority”). ImpactNV and the Authority are sometimes hereinafter referred to individually as “Party” and collectively as the “Parties.” The “Effective Date” of this Agreement is July 1, 2026.

RECITALS

WHEREAS, communities across the nation are experiencing urban heat islands (UHI), which are urban areas that experience considerably higher temperatures compared to neighboring areas, caused primarily by human activities such as the construction of buildings, roads and other infrastructure in the urban areas;

WHEREAS, large portions of Las Vegas are experiencing a UHI effect, with temperatures measuring 7.3 degrees Fahrenheit higher than adjacent and more rural areas;

WHEREAS, Las Vegas is recognized as one of the fastest warming cities in the nation, and is projected to continue to experience rising temperatures in the future due to climate change;

WHEREAS, heightened warming trends and the UHI effect pose significant challenges to the wellbeing of Southern Nevada, including increased water and energy demands, compromised water quality and elevated health risks, particularly among vulnerable residents with increased exposure to intense heat and reduced access to shade;

WHEREAS, the Authority seeks to collaborate with community partners by undertaking efforts to address and alleviate the impacts of UHI that may be associated with non-functional turf removal activities necessary to protect, preserve and conserve community water supplies, which are being impacted by drought and climate change;

WHEREAS, the Authority desires to support the installation of approximately 1,000 trees to help reduce heat loads associated with solar radiation; reduce cooling water demands by shading streets and structures; sequester emissions that contribute to global climate change; create opportunities to enhance tree equity; reduce the potential for heat-related injuries; and positively impact physical and mental health and neighborhood beautification by increasing tree canopy cover in some of the most vulnerable parts of the Southern Nevada community;

WHEREAS, ImpactNV is a 501(c)(3) non-profit organization comprised of public and private organizations, with particularly relevant expertise concerning the UHI effect, that collaborate to improve economic, social and environmental issues in the state of Nevada;

WHEREAS, ImpactNV is working with community partners, member organizations and board members to improve sustainability throughout Nevada by addressing challenges associated with extreme heat, drought and poor air quality;

WHEREAS, ImpactNV has set a goal to plant 100,000 trees in the next ten years to support its sustainability initiatives and has the experience, capacity and interest to support the Authority’s contribution to this effort, to be counted separately from other jurisdictional tree planting commitments, as further detailed under this agreement; and

WHEREAS, the Authority and ImpactNV have each reviewed, understand and agree to the terms to this agreement as described, including the roles, responsibilities and deliverables of each assigned Party.

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions, and restrictions contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

AGREEMENT

- 1. Purpose.** This Agreement sets forth the conditions and establishes the responsibilities of the Parties, whereby ImpactNV will receive an amount not to exceed \$500,000.00 for coordinating and satisfactorily completing tree installations in consultation with the Authority to address inequities and reduce the potential for heat-related injuries by increasing tree canopy cover in some of the most vulnerable parts of the community.
- 2. Scope of Work.** ImpactNV agrees to recruit properties for the installation of approximately 1,000 total trees within areas consistent with the Agreement's Purpose and which are mutually agreed upon by the Parties, secure liability/indemnification releases and tree care commitments from authorized agents of property owners at participating properties, source and secure trees for installation based on the Preferred Tree List and Size Specifications provided in **Exhibit 1**, coordinate or contract labor for tree installations to include volunteers or third-party providers, and report progress on these deliverables to the Authority as detailed in Section 3.
- 3. Project Terms.** ImpactNV agrees to perform all deliverables described in the Scope of Work (Section 2), as further detailed and described in Section 3a-h, below ("Work").
 - a)** ImpactNV agrees to coordinate with the Authority to identify tree planting locations prior to commencing of tree installations. Generally, These planting sites may include public facilities, nonprofit campuses, schools, multifamily housing, commercial developments, homeowner associations, or other properties located within the greater Las Vegas Valley focusing on high-heat, low-income areas with sparse tree canopy, which are most vulnerable to heat impacts.
 - b)** Participating property owners must agree in writing and in a format acceptable to the Authority to maintain irrigation systems that support tree installations, to regularly irrigate trees installed under this pilot program and to make best efforts to ensure the long-term survival of tree installations for the benefit of the property owner and the community at large. ImpactNV agrees to provide property owners with informational resources, including best practices for tree care, recommended watering practices and/or other related tree care materials offered by the Authority to support the success of this pilot project.
 - c)** ImpactNV agrees to inspect trees prior to installation and to reject any specimen(s) of questionable health. ImpactNV further agrees to refer to the current Southern Nevada Water Authority and Southern Nevada Regional Planning Coalition Regional Plant List when selecting tree varieties for installation to ensure mature tree dimensions and tree root characteristics are appropriate for specific planting locations. Not all trees are recommended for all locations.
 - d)** ImpactNV shall train involved staff members on proper tree planting techniques and shall monitor all volunteers, contractors and subcontractors supporting tree installations to ensure the work performed is consistent with industry standards to support tree health and promote survivability. The Parties recognize that some trees may not survive installation, even in optimal conditions, and shall not be responsible to guarantee or replace dead or dying trees at planting locations at a later date. Responsibility for irrigation, maintenance, and long-term care of trees shall rest solely with the participating property owner or planting partner following installation.
 - e)** Funding will be issued consistent with the following provisions:
 - i)** ImpactNV shall invoice the Authority no more than once a month for work performed in accordance with the Preferred Tree List and Size Specifications rate schedule provided in Exhibit 1, to be billed after tree installations are complete. The Authority shall pay invoices within 30 days of receipt. The Authority reserves the right to inspect tree-installation areas

prior to the payment of invoices and reserves the right to reject payment for any installations that do not meet quality standards as stated in Section 3. ImpactNV shall have sixty (60) days from the date the Authority notifies ImpactNV of the failed inspection to take corrective action to obtain payment for work.

- ii) \$200 - \$500 per 24" boxed tree (or equivalent) installed
 - iii) \$200 - \$250 per 15-gallon tree (or equivalent) installed
 - iv) 15 percent administrative fee
- f) ImpactNV invoices must be accompanied by a progress report that details or describes the property name, owner and location of each planting site; the size, species, and quantity of trees installed at each location; copies of liability releases and tree care commitments signed by authorized agents; and pre- and post-installation images of each planting site.
- g) ImpactNV agrees that any and all photos provided to the Authority may be used by the Authority for internal and external communications, including website and social media communications.
- h) ImpactNV will have three years from the Effective Date of this Agreement to complete the agreed upon scope of work and may be completed sooner than the three-year period. Installations not completed prior to termination of the three-year period shall not be eligible for reimbursement and any funds not approved for use or expended by ImpactNV shall be canceled or returned to the Authority.
4. **Mutual Benefit.** The Parties mutually agree that the subject of this Agreement is for the mutual benefit of the Parties and no further consideration is contemplated, other than that stated under this Agreement.
5. **No Third-Party Rights.** This Agreement is not intended by the Parties to create any right in or benefit to parties other than ImpactNV and Authority. Except as specifically provided herein, this Agreement does not create any third-party beneficiary rights or causes of action.
6. **Notices.** All notices, legal and otherwise, required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed effective and delivered as follows: (i) if hand or courier delivered, upon personal delivery to the Party to whom addressed; and (ii) if mailed, three (3) business days following deposit in the U.S. Mail, provided such mailing is mailed registered or certified, return receipt requested, postage prepaid. For purposes hereof, each Party's notice information is set forth below.

ImpactNV: ImpactNV
 Attn: Lauren Boitel
 6675 S. Tenaya Way, Suite 200
 Las Vegas, NV 89113

To the Authority: Southern Nevada Water Authority
 Water Resources Department
 Attn: Zane Marshall
 1001 S. Valley View Blvd., Suite 700
 Las Vegas, NV 89106

With Copy to: Southern Nevada Water Authority
 Legal Services
 1001 S. Valley View Blvd., MS 475
 Las Vegas, NV 89153

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

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

8. **Assignment.** The Parties shall not assign any of the rights nor delegate any of the duties under this Agreement without the express written consent of the other Parties.
9. **Non-liability of Officials and Employees.** No official or employee of a Party hereto shall be personally liable for any default or breach by any Party hereto, for any amount, which may become due hereunder, or for any obligation under the terms of the Agreement.
10. **Amendments.** This Agreement may not be amended or modified except by written instrument, duly authorized by ImpactNV's governing body and executed by the authorized representatives of each Party hereto. Any other attempt at modification, amendment or extension of this Agreement shall have no force or effect and shall not be relied upon by any of the Parties.
11. **Further Assurances.** Each undersigned Party will, except as otherwise provided herein, whenever it shall be necessary to do so by the other, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, documents as may be necessary or proper to effectuate the covenants, conditions and agreements herein provided. The Parties agree to use their best efforts to carry out the intent of this Agreement.
12. **No Waiver.** No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, waiver of any other provision, whether similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver except as otherwise provided in this Agreement. ImpactNV's failure to enforce or delay in the enforcement of any provision hereof or any right hereunder shall not be construed as a waiver of such provision or right. ImpactNV's exercise of any right hereunder shall not preclude or prejudice the exercise thereafter of the same or any other right.
13. **Approval.** This Agreement will not be effective until it is approved by ImpactNV's governing body and executed by ImpactNV's duly authorized representative, and it has been approved and executed by the Authority's duly authorized representative.
14. **Governing Law and Venue.** This Agreement shall be exclusively governed by and construed in accordance with the laws of the State of Nevada, without giving effect to its principles regarding conflicts of law. The courts of Clark County, situated in Las Vegas, Nevada, shall have sole and exclusive jurisdiction over any action or proceeding brought under or pursuant to this Agreement.
15. **Remedies Cumulative.** The various rights, options, elections, and remedies of the Parties contained in this Agreement shall be cumulative, and no one of them shall be construed as exclusive of any other, or of any right, priority or remedy allowed or provided for by law and not expressly waived in this Agreement.
16. **Indemnification.**

For all claims based upon or arising out of ImpactNV's Services or Work, ImpactNV shall indemnify and hold harmless, without cost to Authority, its Board of Directors and its officers, agents, and employees (the "Authority Parties"), against any and all losses, claims, costs, damages, actions, proceedings, and liability to the extent that such losses, claims, costs, damages, actions, proceedings, and liability are caused by the negligence, errors, omissions, recklessness or intentional misconduct of ImpactNV or its employees or volunteers. This indemnification includes, but is not limited to, reasonable attorneys' fees and costs and claims for or by reason of any death or deaths of, or any physical injury or injuries to, any person or persons or damage to real or personal property of any kind whatsoever, whether the person(s) or property of ImpactNV, its agents, or of third parties; harassment or discrimination or any theory of joint or dual employment by ImpactNV's employees, agents, subcontractors, arising out of the Services or Work under this Agreement. If such claim(s) results in a trier of fact's adjudication of ImpactNV as liable, ImpactNV shall pay to Authority the reasonable attorneys' fees and costs which are determined to equate to the proportionate liability of ImpactNV, as reimbursement for the attorneys' fees and costs incurred by the Authority in defending the claim.

ImpactNV shall not be responsible for the acts or omissions of participating property owners, contractors, volunteers, or planting partners except to the extent such acts or omissions are directly caused by ImpactNV's negligence or intentional misconduct.

- 17. Prohibition Against Commission for Obtaining Services.** ImpactNV 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 ImpactNV paid or agreed to pay any person, company, corporation, individual or firm other than a partner or bona fide employee, any fee, commission, contribution, donation, percentage, gift, or any other consideration, contingent upon or resulting from award of this Agreement. For any breach or violation of this warranty, the Authority shall have the right to terminate this Agreement without liability, or at its discretion, to deduct from the contract price, or otherwise recover the full amount of such consideration and any other damages.
- 18. Entire Agreement.** This Agreement represents the entire understanding and agreement between the Parties hereto and supersedes all previous communications, negotiations, and agreements, whether oral or written, with respect to the subject matter hereof. No addition to or modification of this Agreement shall be binding on either Party unless reduced to writing and duly executed by or on behalf of the Parties hereto. No representation or statement not expressly contained in this Agreement or in any written, properly executed amendment to this Agreement shall be binding upon the Parties as a warranty or otherwise.
- 19. Termination.** Either Party may terminate the Agreement upon 30-days' prior written notice. In the case of termination by the Authority, the Authority shall pay ImpactNV for all Work performed to the effective date of termination and the reasonable costs of transferring all documentation of all Work.
- 20. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument. Executed copies hereof may be delivered by e-mail and upon receipt will be deemed originals and binding upon the Parties, regardless of whether originals are delivered thereafter.
- 21. Severability.** If any provision hereof is held in any respect to be illegal, prohibited, invalid or unenforceable by any court of competent jurisdiction, such holding shall be effective only to the extent of such illegality, prohibition, invalidity, or unenforceability without affecting the remaining provisions hereof, and the Parties hereto do hereby agree to replace such illegal, prohibited, invalid or unenforceable provision with a valid provision which has, as nearly as possible, the same effect.
- 22. Headings; Exhibits; Cross-References.** The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand, or limit the terms of this Agreement. All exhibits attached to this Agreement and the recitals at the front of this Agreement are incorporated herein by the references thereto contained herein. Any term used in an exhibit hereto shall have the same meaning as in this Agreement unless otherwise defined in such exhibit. All references in this Agreement to sections and exhibits shall be to sections and exhibits of or to this Agreement, unless otherwise specified.

[SIGNATURES ON NEXT PAGE]

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

GREEN CHIPS DBA IMPACTNV

Lauren Boitel
Executive Director

Date

SOUTHERN NEVADA WATER AUTHORITY

John J. Entsminger
General Manager

Date

Exhibit 1 – Preferred Tree List and Tree Size Specifications

Tree Species	Tree Size Specifications
Any tree rated 4 or higher on the current Southern Nevada Water Authority and Southern Nevada Regional Planning Coalition Regional Plant List	24-Inch Boxed Tree or equivalent (preferred) or 15-Gallon Tree or equivalent

**SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM**

April 16, 2026

Subject:

Update on Water Resources

Petitioner:

Colby N. Pellegrino, Deputy General Manager, Resources

Recommendations:

That the Board of Directors receive an update from staff on water resources including, but not limited to, drought conditions in the Colorado River Basin, conservation programs and initiatives, activities on the Colorado River, and water resource acquisition and development.

Fiscal Impact:

None by approval of the above recommendation.

Background:

Since 2000, the Colorado River Basin has been experiencing severe drought conditions affecting 90 percent of Southern Nevada's water supplies. Persistent drought has led the Authority to launch initiatives and investments in new infrastructure, conservation programming, water resource development, and water banking to provide reliable and safe water supplies for the community.

To keep the Board of Directors apprised of related activities, this agenda items provides for an update from staff on the drought and preparedness activities, conservation programs and initiatives, activities on the Colorado River, and water resource acquisition and development.

The office of the General Counsel has reviewed and approved this agenda item.

**SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM**

April 16, 2026

Subject:

Budget Workshop

Petitioner:

Paul Johnson, Chief Financial Officer

Recommendations:

That the Board of Directors receive an overview and discuss the Fiscal Year 2026/27 Tentative Budget for the Southern Nevada Water Authority.

Fiscal Impact:

None by approval of the above recommendation.

Background:

The Southern Nevada Water Authority conducts an annual budget workshop to provide the Board of Directors with the opportunity to receive an overview of the upcoming fiscal year budget. This workshop is intended to facilitate discussion regarding the Authority's budget prior to the budget hearing held in May.

At this time, the Board is being asked to receive an overview of the Fiscal Year 2026/27 Tentative Budget for the Southern Nevada Water Authority.

The office of the General Counsel has reviewed and approved this agenda item.