



A G E N D A

SOUTHERN NEVADA WATER AUTHORITY BOARD OF DIRECTORS

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

**BOARD CHAMBERS, SOUTHERN NEVADA WATER AUTHORITY
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: July 9, 2026

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 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 July 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 May 21, 2026.
2. *For Possible Action:* Appoint a Chair and Vice Chair to preside over the Board of Directors for Fiscal Year 2026/27.
3. *For Possible Action:* Appoint three directors to serve as commissioners of the Colorado River Commission of Nevada for two-year terms.

BUSINESS AGENDA

4. *For Possible Action:* Receive a presentation from the Authority’s Youth Conservation Council and direct staff accordingly.
5. *For Possible Action:* Ratify the General Manager’s execution of an interlocal agreement with the Nevada Department of Wildlife for delivery of Colorado River water from the Alfred Merritt Smith Water Treatment Facility to a fish hatchery located in the Lake Mead National Recreation Area.
6. *For Possible Action:* Approve a system conservation implementation agreement between the Bureau of Reclamation and the Authority through which the Authority will create up to 50,000 acre-feet of System Conservation Water in exchange for \$16,250,000 in federal funding and authorize the General Manager to approve future modifications if such modifications do not fiscally impact the Authority.
7. *For Possible Action:* Approve a cooperative funding agreement, in substantially the same form as attached hereto, between California’s Six Agency Committee, the Central Arizona Water Conservation District, Colorado Water Conservation Board, Utah Division of Water Resources, Wyoming Water Development Office, New Mexico Interstate Stream Commission, and the Authority to establish programmatic funding for Colorado River Basin precipitation enhancement activities for an amount not to exceed a total of \$6,375,000 over the 10-year term of the agreement.

8. *For Possible Action:* Approve and authorize the General Manager to sign, in substantially the same form as attached hereto, an agreement among Lhoist North America of Arizona, Inc., the Las Vegas Valley Water District, and the Authority providing for the assignment of a portion of Lhoist North America of Arizona, Inc.'s Colorado River water rights to the Authority and establishing the framework for permanent water service to Lhoist North America of Arizona, Inc., within the Black Mountain Industrial Complex.
9. *For Possible Action:* Approve and authorize the General Manager to sign, in substantially the same form as attached hereto, an agreement among Pioneer Americas LLC, a Delaware limited liability company, d/b/a Olin Chlor Alkali Products and Vinyls, the Las Vegas Valley Water District, and the Authority addressing the assignment of a portion of Olin Chlor Alkali Products and Vinyls' Colorado River water rights to the Authority and the framework for permanent water service to Olin Corporation within the Black Mountain Industrial Complex.
10. *For Possible Action:* Approve and authorize the General Manager to sign an agreement between Spring Valley Associates, LLC and the Authority for professional staffing services at the Authority's Northern Resources properties, for an amount not to exceed \$1,400,000 annually, for a three-year term with an option to renew for another three-year term.
11. *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.

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
MAY 21, 2026
MINUTES**

CALL TO ORDER 9:04 a.m.

BOARD MEMBERS PRESENT Marilyn Kirkpatrick, Chair
Dan Stewart, Vice Chair
Scott Black
Olivia Diaz
Steve Walton (by telephone)

BOARD MEMBERS ABSENT Jim Gibson and Justin Jones

STAFF PRESENT John Entsminger, Colby Pellegrino, Doa Ross, Andy Belanger, Paul Johnson
and Tabitha Simmons

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

Laura McSwain spoke concerning item 8. She provided a written copy of her comments for the record, which are attached to these minutes.

Sam Castor spoke concerning item 8. He urged the Board to delay the vote on item 8, arguing that the Board lacked legal authority to make the decision. He emphasized Southern Nevada's long success in water conservation, noting the region had reduced usage despite growth and had become a national model. However, he warned that excessive conservation has had unintended consequences, including the loss of over 100,000 trees, increased heat, and diminished quality of life. He argued that conservation alone was no longer sufficient and that the region needed more water. He opposed any proposal to transfer 50,000–100,000 acre-feet of water to other states, especially when Nevada already uses far less than others and has made greater conservation efforts. He also claimed that only the Colorado River Commission, along with the Governor and Legislature, has authority over such decisions—not the Water Authority. He called for protecting Nevada's water, involving the public in decisions, and rejecting item 8. He said that proceeding could lead to legal action and further harm to the region.

Carol Reynolds spoke concerning item 8. She said that three and a half years of attending Las Vegas Valley Water District and Southern Nevada Water Authority meetings had taught her to pay close attention when officials assure the public that their actions are harmless and non-binding. She said that the Water Authority needed to do more to secure the community's lawful portion of water.

Christian Salmon spoke concerning item 8. He said that even a non-binding agreement could lead to future obligations that weaken Nevada's Colorado River water rights. He said Southern Nevada residents have already made significant sacrifices—conserving water, removing turf, and paying higher costs—which should strengthen the state's position, not justify further concessions. He criticized what he described as unfair treatment of residents while other states were not held to the same conservation standards. He warned that reducing Nevada's water allocation would harm residents' quality of life and the region's future. He urged SNWA to retract any offers to reduce Nevada's share and reject or delay the proposal until the public fully understood its implications. He also called for exploring new water sources rather than relying solely on conservation. He expressed frustration over the Authority's lack of public involvement in decision-making.

Diane Henry spoke concerning item 8. She said that it was disturbing that the Upper Basin was not meeting its obligation to deliver 7.5 million acre-feet per year to the Lower Basin, while Nevada would voluntarily offer to give up 50,000 acre-feet per year. She said that every voluntary concession changed expectations, and every temporary voluntary reduction became tomorrow's baseline expectation. She said that the Authority should stop being a mediator on the river and start standing up for Nevada's water rights.

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 meetings of April 13, 2026, and April 16, 2026.

FINAL ACTION: Vice Chair Stewart made a motion to approve the agenda for this meeting, and to approve the minutes from the meetings of April 13, 2026, and April 16, 2026. The motion was approved.

CONSENT AGENDA Items 2 – 4 are routine and can be taken in one motion unless a Director requests that an item be taken separately.

2. ***For Possible Action:*** Ratify the approval of a cooperative agreement between the Bureau of Land Management and the Authority to receive funding for Las Vegas Wash Restoration Activities in the amount of \$1,048,553 and authorize the General Manager to approve future modifications if the future modifications do not fiscally impact the Authority.
3. ***For Possible Action:*** Ratify the approval of a Cooperative Agreement between the Bureau of Land Management and the Authority to receive funding for the Warm Springs Natural Area Wildlife and Bird Viewing Tower in the amount of \$1,000,000 and authorize the General Manager to approve future modifications if the future modifications do not fiscally impact the Authority.
4. ***For Possible Action:*** Approve and authorize the General Manager to sign Change Order No. 2 to the contract with the Resource Development Company LLC for a potable water tank rehabilitation in the amount of \$494,441, authorize a total change order contingency amount not to exceed \$180,000 and an increase to the contract time of 96 calendar days.

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

BUSINESS AGENDA

5. ***For Possible Action:*** Approve and authorize the General Manager to sign an amendment to the existing agreement between Black & Veatch Corporation and the Authority to provide additional professional design engineering and construction phase support services for the Water Quality Laboratory Expansion at the River Mountain Water Treatment Facility for an increase of \$1,738,514.

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

6. ***For Possible Action:*** Approve and authorize the General Manager to award a contract for the construction of the Water Quality Laboratory Expansion at the River Mountains Water Treatment Facility to Sletten Construction of Nevada, Inc., for the amount of \$24,464,363, authorize a change order contingency amount not to exceed \$2,535,637, and authorize the General Manager to sign the construction agreement.

FINAL ACTION: Vice Chair Stewart made a motion to approve staff's recommendation. The motion was approved.

7. ***For Possible Action:*** Approve and authorize the General Manager to sign, in substantially the same form as attached hereto, an agreement among Titanium Metals Corporation, the Las Vegas Valley Water District, and the Authority addressing the assignment of a portion of Titanium Metals Corporation's Colorado River water rights to the Authority and the framework for permanent water service to Titanium Metals Corporation within the Black Mountain Industrial Complex.

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

8. ***For Possible Action:*** Authorize the General Manager to sign, in substantially similar form as attached hereto, a memorandum of understanding among the San Diego County Water Authority, the Bureau of Reclamation on behalf of the United States Department of the Interior, the Metropolitan Water District of Southern California, the Arizona Department of Water Resources, the Central Arizona Water Conservation District, the Salt River Project Agricultural Improvement and Power District, and the Authority to explore the transfer and exchange of Colorado River water resources.

John Entsminger, General Manager, clarified that the proposed MOU did not involve giving away any of Nevada's water rights. Instead, the MOU was about exploring opportunities to bring additional water into Southern Nevada, particularly by partnering with entities like the San Diego County Water Authority, which has surplus water from investments in desalination, conservation, and water transfers.

Mr. Entsminger emphasized that the MOU was non-binding and exploratory, meant to start discussions and demonstrate efforts to secure new water supplies, which was something that residents have been requesting. Any actual agreement involving water would still require approval from both the SNWA and the Colorado River Commission.

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

9. ***For Possible Action: Adopt a resolution authorizing the Authority to issue Water Revenue Refunding Bonds, Series 2026, in the maximum principal amount of \$177,140,000 to Clark County to refinance certain outstanding Authority bonds held by the Clark County Municipal Bond Bank.***

FINAL ACTION: Vice Chair Stewart made a motion to approve staff's recommendation. The motion was approved.

10. ***For Possible Action: Adopt a resolution authorizing an augmentation to the Fiscal Year 2025/26 Capital Budget, for fiscal year ending June 30, 2026, to appropriate resources in the amount of \$75,000,000, and for the purpose set forth therein.***

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

11. ***For Possible Action: Conduct a public hearing on the Tentative Budget for the Authority and adopt a final budget for Fiscal Year 2026/27.***

Mr. Entsminger gave a presentation. A copy of his presentation is attached to these minutes.

After the presentation, Chair Kirkpatrick opened the public hearing. As there were no speakers wishing to be heard, Chair Kirkpatrick closed the public hearing.

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

12. ***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.***

Ms. Pellegrino gave a presentation. A copy of her presentation is attached to these minutes.

Mr. Entsminger thanked Nevada's elected officials, particularly Senator Cortez Masto, Congresswoman Titus, Governor Lombardo, Chair Kirkpatrick and Vice Chair Stewart, for their assistance in getting the Horizon Lateral bill passed. He said that it was the culmination of a 22-year effort, and he wanted to show his appreciation. Vice Chair Stewart said that the Horizon Lateral, once constructed, will be critical for Southern Nevada and especially for the City of Henderson.

NO ACTION REQUIRED

Public Comment

Laura McSwain said that Nevada should focus on protecting and strengthening its existing Colorado River water rights rather than considering reductions. She pointed to current river conditions as evidence that Southern Nevada's conservation and recycling efforts have created a unique opportunity to achieve long-term water security. She said that other basin states should be held accountable for living within the compact's terms and contributing more to conservation efforts. While she supported exploring new water supplies, she questioned the logic of reducing Nevada's allocation while simultaneously spending money to acquire additional water elsewhere. She argued that Nevada has already invested heavily in conservation, recycling, and water infrastructure and should now work to protect those gains.

Christian Salmon said SNWA manages water issues by having ordinary homeowners bear the burden of conservation while larger water users receive preferential treatment. He pointed to restrictions, rising costs, turf-removal programs, and pressure on septic system owners as examples of burdens placed on residents. He raised concerns about data centers, claiming they consume significant water and energy resources while facing little scrutiny or restriction. He said that large, new water users should not be approved unless they provide or develop new water sources themselves. He also expressed frustration with what he sees as a lack of public engagement and follow-through from SNWA. He referenced discussions during the AB 220 legislative process and subsequent septic system regulations.

Diane Henry said that while SNWA's tree-planting programs were beneficial, they were somewhat undermined by water policies that she believed contributed to the loss of mature trees. She was concerned with the timing of tree planting and said that planting trees during the summer was ineffective because young trees struggle in extreme heat and require more water to survive. She recommended planting trees in the fall, when cooler temperatures allow roots to establish more easily and reduce water demands.

Stacy Stanley spoke about past legal battles against water diversions from Colorado's Western Slope to the Front Range, arguing that these transfers support growth outside the Colorado River Basin while reducing water available to basin communities. He said that Southern Nevada has already done more than its share to conserve water, calling Las Vegas one of the most water-efficient cities in the world. He said that Nevada should not be asked to make additional sacrifices or reduce its already small Colorado River allocation.

Chair Kirkpatrick said that due to the Board's leadership and cooperation from the member agencies on evaporative cooling limitations, data centers in Southern Nevada do not have the negative impact on water resources as they might in other parts of the country. Mr. Entsminger agreed with Chair Kirkpatrick and said that the Board's willingness to have hard discussions has helped the community plan for the future.

Adjournment

There being no further business to come before the Board, the meeting adjourned at 10:01 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.**



May 21, 2026

SNWA Meeting – Public Comment, Agenda Item 8

President and Board of Directors,

On Tuesday Water Fairness Coalition took the extraordinary step of initiating a cease-and-desist demand because years of unchecked agency overreach culminating in the proposed MOU could not be left unchallenged.

For too long, SNWA has operated with minimal resistance from this body resulting in devastating consequences to the environment, residents' investments and overall quality of life. Leaving one remaining option: legal remedy. It has become a business model, and it must stop.

During Tuesday's LVVWD meeting, Mr. Entsminger framed the MOU purpose as being to "explore water transactions". The MOU language itself might appear harmless simply because it is described as "nonbinding". However, it ignores the political reality of how such agreements impact outcomes.

Most concerning is the MOU's timing.

It follows Nevada's proposal to voluntarily reduce our state's meager Colorado River allocation while Upper Basin states skirt accountability.

It follows ongoing federal efforts to reduce releases downstream to stabilize Lake Powell, whose very purpose was to help the Upper Basin satisfy its obligations to the Lower Basin.

Then there is the most recent development, the Lower Basin State's proposal that politically merges Nevada into a regional framework that dilutes its sovereignty and weakens its independent negotiating leverage.

And with each move to participate in these "concessions" the public is repeatedly being reassured that Nevada is "not giving anything away" because of mechanisms like (ICS) Intentionally Created Surplus, which under current conditions resembles depositing money into a

financially compromised bank: what exists on paper survives up until the moment of system collapse.

Experienced negotiators understand, and studies show that when smaller entities enter multi-party arrangements with significantly larger political and institutional actors, their interests are gradually and permanently diluted in pursuit of consensus. Which is why the direction we are headed must be confronted.

Climate change blaming is a distraction and has done nothing to address structural deficits the federal government has known about since the late 1800s.

Drawing a hard line at Lee Ferry - the "Mason-Dixon Line" of the American Southwest - and Nevada leading the way defending its own investments, the federal government will finally be forced to confront its own long-term failure to create real water security for the region because water security is national security.

Mr. Entsminger and I agree on at least one thing:

'We have to take care of our own house'.

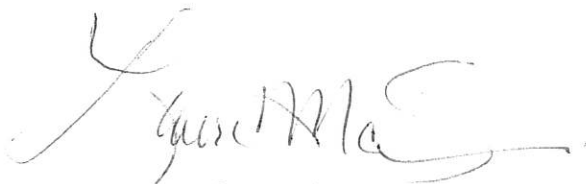
Southern Nevada has done that.

The fact that we have is not being independently leveraged.

Nevada's well-built brick house is being structurally compromised and politically tied to much larger structures built from sticks and straw. If the path we are on is not averted, the consequences could prove catastrophic.

Respectfully submitted,

WATER FAIRNESS COALITION, INC

A handwritten signature in dark ink, appearing to read 'Laura McSwain', with a stylized flourish at the end.

Laura McSwain, President



1

2025-26 Highlights

- 2025 water use remained lower than the 3-year average
- Commenced major construction on the Garnet Valley water and wastewater projects
- 10.8 million square feet of turf converted, saving approximately 14 billion gallons of water
- Nearly 4,000 trees planted through the WSL program and partnerships with non-profit organizations, resulting in more than one million sq. ft. of new canopy coverage upon maturity

Garnet Valley wastewater pipeline construction

2

Garnet Valley Water Transmission System

A new transmission and distribution system will supply water to the Apex Industrial Park.

- Distribution Pipeline
- Transmission Pipeline
- Pumping Station
- North Las Vegas' reservoir and Environmental monitoring.

Construction start: May 2025
Estimated completion: March 2029

FY 26/27 Budget: \$179.8 million
Total Program: \$409.04 million

3

Garnet Valley Wastewater System

Will capture wastewater from the Apex Industrial Park and return it to Lake Mead for return-flow credits.

- Phase II Out of Valley System (Lift Stations and Force Mains)
- Las Vegas Boulevard Interceptor (Sloan to Speedway, Speedway to Union Pacific Railroad) are in construction

Construction start: May 2025
Estimated completion: April 2028

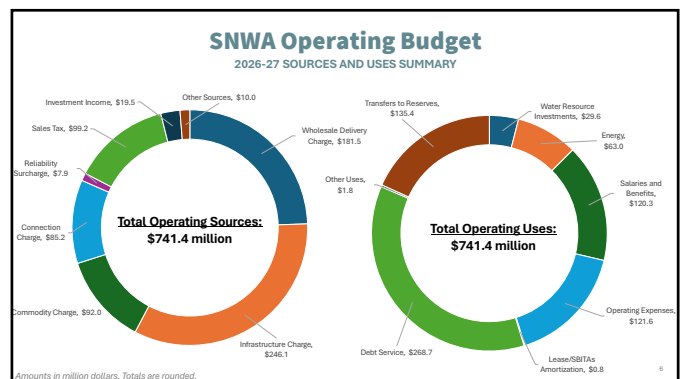
FY 26/27 Budget: \$120 million
Total Program: \$383 million

4

2026-27 Budget Overview

- Significant construction activity is reflected by 66% increase in capital expenditures
- Inflation continues to impact project costs
- Indexed rate adjustments continue to use a conservative 25-year average
- Infrastructure, commodity, and connection charges reflect final year of IRPAC-approved six year inflationary-catch up increases
- Continued uncertainty surrounding future Colorado River operations

5



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SNWA Operating Budget				
2026-27 SOURCES OF FUNDS				
	Actual 2024-25	Budget 2025-26	Budget 2026-27	Budget-to- Budget Variance
SOURCES				
Wholesale Delivery Charge	\$ 177.8	\$ 175.0	\$ 181.5	\$ 6.6
Infrastructure Charge	223.1	241.9	246.1	4.1
Commodity Charge	89.5	88.4	92.0	3.7
Connection Charge	85.6	89.9	85.2	(4.7)
Reliability Surcharge	7.4	7.6	7.9	0.3
Sales Tax	97.6	102.6	99.2	(3.3)
Investment Income	83.0	14.4	19.5	5.1
Other Sources	14.7	10.0	10.0	0.0
SNWA Sources	\$ 778.8	\$ 729.7	\$ 741.4	\$ 11.7

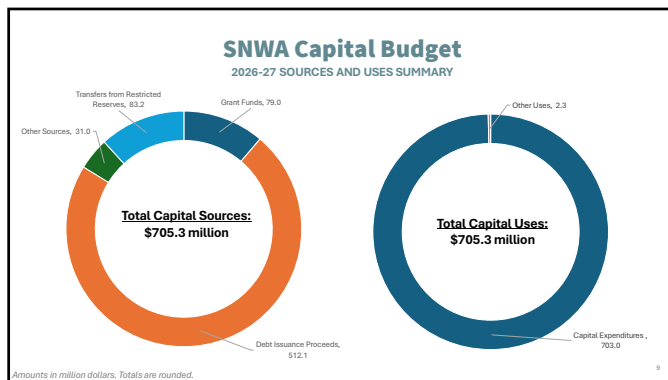
Amounts in million dollars. Totals are rounded.

7

SNWA Operating Budget				
2026-27 USES OF FUNDS				
	Actual 2024-25	Budget 2025-26	Budget 2026-27	Budget-to- Budget Variance
USES				
Water Resource Investments	\$ 7.1	\$ 29.8	\$ 29.6	\$ (0.2)
Energy	50.1	63.0	63.0	0.0
Salaries and Benefits	90.9	115.8	120.3	4.5
Operating Expenses	88.0	95.5	121.6	26.1
Lease/SBITAs Amortization	1.1	1.3	0.8	(0.4)
Debt Service	278.8	305.1	268.7	(36.4)
Other Uses	-	1.8	1.8	0.1
Transfers to Reserves	262.7	117.4	135.4	18.1
SNWA Uses	\$ 778.8	\$ 729.7	\$ 741.1	\$ 11.7

Amounts in million dollars. Totals are rounded.

8



Amounts in million dollars. Totals are rounded.

9

SNWA Capital Budget				
2026-27 SOURCES AND USES OF FUNDS				
	Actual 2024-25	Budget 2025-26	Budget 2026-27	Budget-to- Budget Variance
SOURCES				
Grant Funds	\$ 56.2	\$ 67.5	\$ 79.0	\$ (38.5)
Debt Issuance Proceeds	472.1	-	512.1	512.1
Other Sources	0.7	-	31.0	81.0
Transfers from Restricted Reserves	-	361.2	83.2	(278.0)
SNWA Sources	\$ 529.0	\$ 428.7	\$ 705.3	\$ 276.6
USES				
Capital Expenditures	209.7	424.6	703.0	278.3
Other Uses	-	4.1	2.3	(1.7)
Transfers to Restricted Reserves	319.3	-	-	-
SNWA Uses	\$ 529.0	\$ 428.7	\$ 705.3	\$ 276.6

Amounts in million dollars. Totals are rounded.

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2026-27 Initiatives

- Maintain momentum on capital improvement projects
- Advance efforts to reduce non-functional turf
- Continue discussions with Colorado River Basin states on river operations
- Support water conservation initiatives to reduce overall water use
- Unrestricted reserves remain above Reserve Policy target



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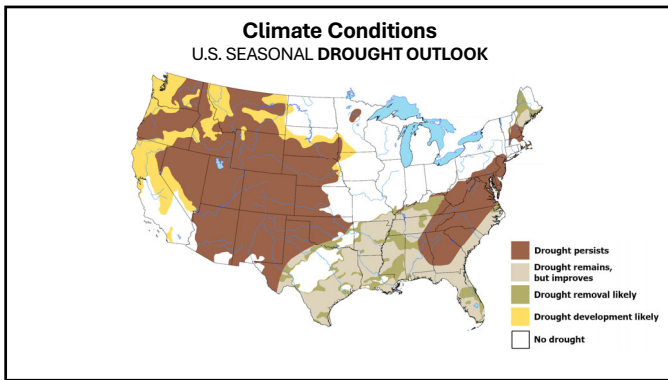
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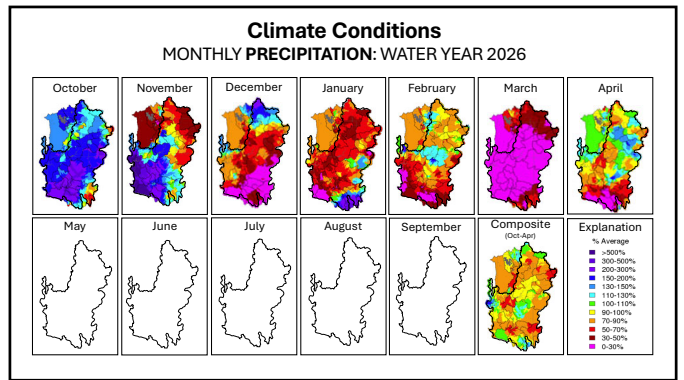
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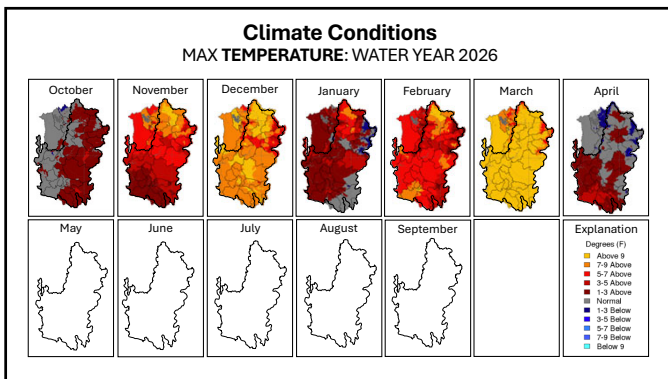
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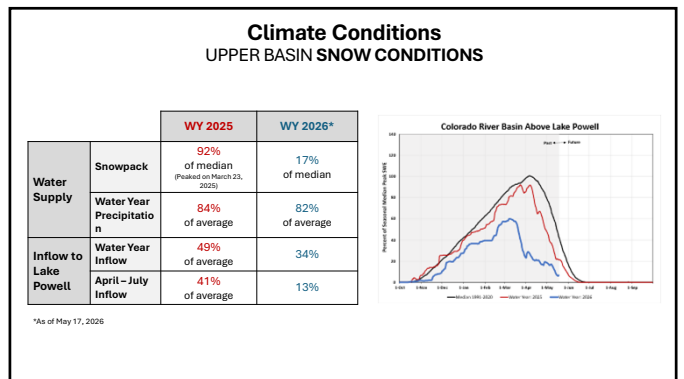
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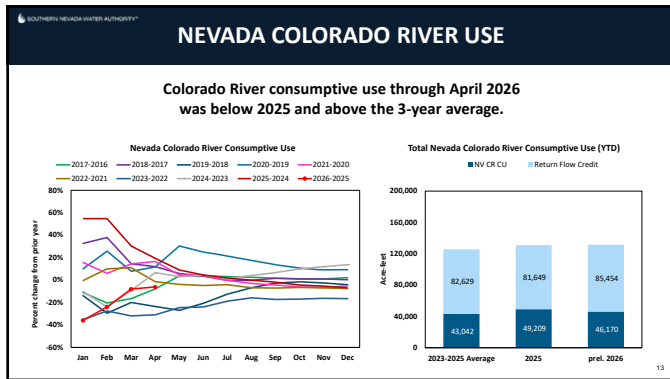


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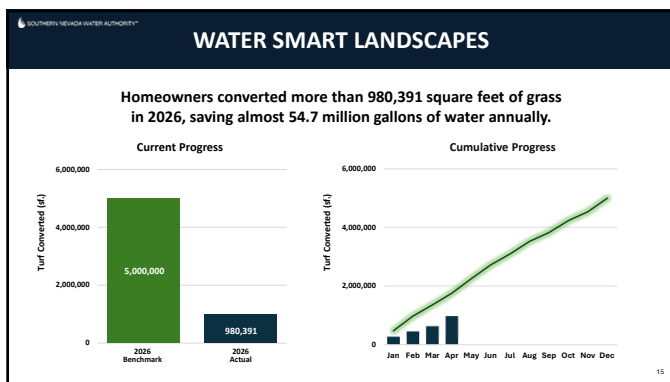




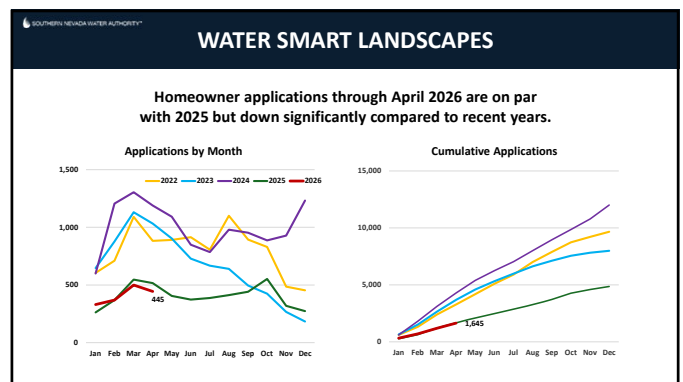
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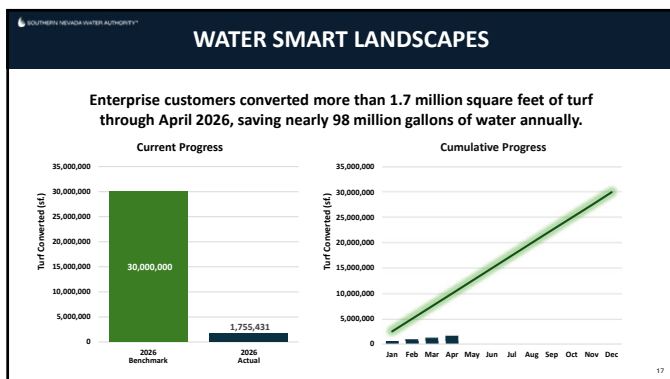
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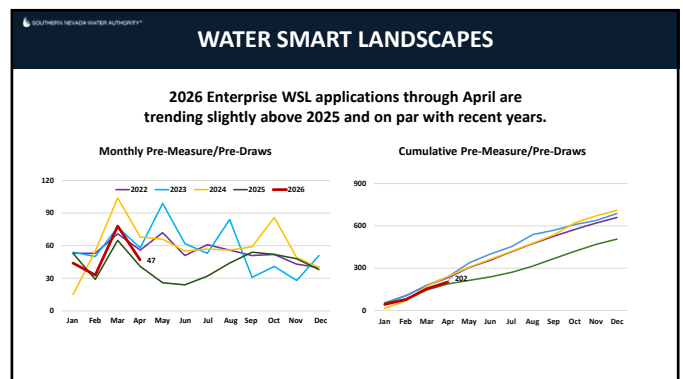
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TREE PROGRAMS

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 8,900 new trees since program launch, creating nearly 3.9 million sf. of new tree canopy at maturity (958 trees installed to date in 2026).

Nonprofit Partnership

- ImpactNV installed approximately 1,466 trees in high-heat low-income areas.
- Nevada Plants hosted two tree give away events and is gearing up to plant approximately 270 trees at CSN campuses.



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CONVERSION HIGHLIGHTS

Top Enrollments for April

Water Smart Landscapes (WSL):

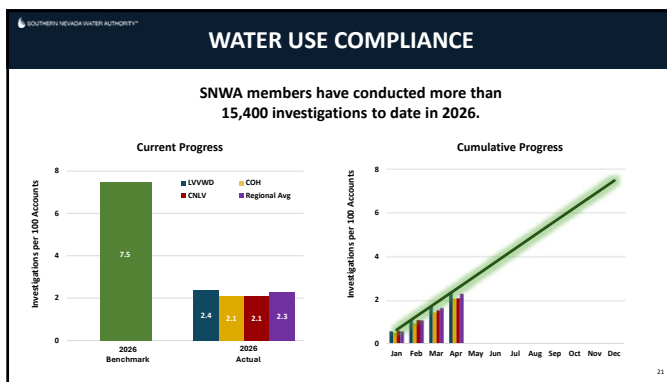
- CCSD, Cheyenne High School, 144,388 sf. converted.
- Christopher Communities at Southern Highlands, 47,154 sf. converted.
- Red Rock Villas, 46,015 sf. converted.

Water Efficient Technologies (WET):

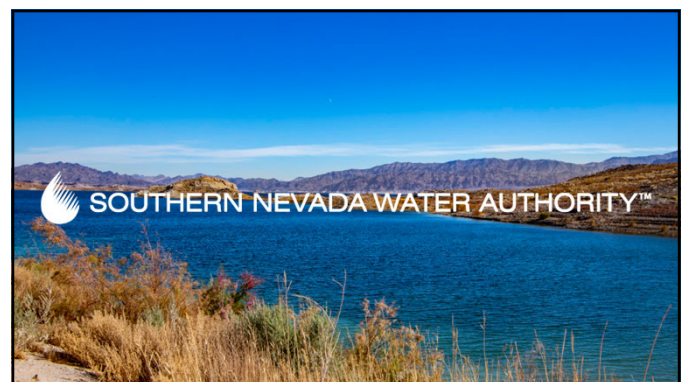
- Las Vegas Spectrum, commercial laundry retrofit saves ~ 4.9 million gallons annually.
- Southpoint Hotel & Casino, cooling tower drift reducer saves ~ 3.7 million gallons annually.
- American Mechanical/Collins 12K LLC evaporative cooling retrofit saves ~ 180,000 gallons annually.



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

July 16, 2026

Subject:

Appointment of Chair and Vice Chair

Petitioner:

John J. Entsminger, General Manager

Recommendations:

That the Board of Directors appoint a Chair and Vice Chair to preside over the Board of Directors for Fiscal Year 2026/27.

Fiscal Impact:

None by approval of the above recommendation.

Background:

The Board of Directors is required to appoint from its membership a Chair and Vice Chair each fiscal year. For Fiscal Year 2025/26, Marilyn Kirkpatrick served as the Board's Chair and Dan Stewart served as the Board's Vice Chair.

At this time, the Board is being asked to appoint its Chair and Vice Chair for Fiscal Year 2026/27.

This action is authorized pursuant to Sections 20(a) and (b) of the SNWA 1995 Amended Cooperative Agreement. The Office of the General Counsel has reviewed and approved this agenda item.

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

July 16, 2026

Subject:

Appointment of Authority Directors to the Colorado River Commission

Petitioner:

John J. Entsminger, General Manager

Recommendations:

That the Board of Directors appoint three directors to serve as commissioners of the Colorado River Commission of Nevada for two-year terms.

Fiscal Impact:

None by approval of the above recommendation.

Background:

Under NRS 538.051, the Colorado River Commission of Nevada (CRCN) consists of seven members, with three of the Authority's directors appointed to serve among the seven members. For the current term, Marilyn Kirkpatrick, Dan Stewart and Steve Walton are the three CRCN members appointed by the Authority's Board of Directors

At this time, the Board is being asked to appoint three of the Authority's directors to serve as members of the CRCN for two-year terms.

This action is authorized pursuant to NRS 538.051 and section 5(p) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved this agenda item.

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

July 16, 2026

Subject:

SNWA Youth Conservation Council

Petitioner:

John J. Entsminger, General Manager

Recommendations:

That the Board of Directors receive a presentation from the Authority's Youth Conservation Council and direct staff accordingly.

Fiscal Impact:

None by approval of the above recommendation.

Background:

At the request of the Board of Directors, the first Youth Advisory Council was established in 1999. For more than two decades, the Authority has engaged local high school students on water sustainability issues on a global, regional, and local level through this program. After temporarily being suspended during the COVID-19 pandemic, the program returned in 2022 with a new name, the Youth Conservation Council (YCC), which reflects the program's focus on water conservation.

The 2026 YCC program included more than 50 high school students from 22 Southern Nevada high schools. Through the program, students participated in educational field trips and presentations from subject-matter experts on topics including water resources, conservation, and Mojave Desert ecosystems. Similar to recent years, this year's YCC program culminated at the Springs Preserve's Earth Day Celebration, where students designed and staffed booths that engaged visitors in fun and meaningful water conservation activities. Students created a scale model of the Hoover Dam and hosted an interactive slime-making activity to model flocculation in water treatment. The event welcomed more than 2,900 attendees, with students interacting with hundreds of people.

At this time, the Board is being asked to receive a presentation from the Authority's YCC and direct staff accordingly.

This action is authorized pursuant to Section 6(p) of the SNWA 1995 Amended Cooperative Agreement. The Office of the General Counsel has reviewed and approved this agenda item.

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

July 16, 2026

Subject:

Ratification of Agreement

Petitioner:

Colby N. Pellegrino, Deputy General Manager, Resources

Recommendations:

That the Board of Directors ratify the General Manager's execution of an interlocal agreement with the Nevada Department of Wildlife for delivery of Colorado River water from the Alfred Merritt Smith Water Treatment Facility to a fish hatchery located in the Lake Mead National Recreation Area.

Fiscal Impact:

If the above recommendation is approved, the Nevada Department of Wildlife will pay 75 percent of the Wholesale Delivery Charge to the Authority for delivering water to the Nevada Department of Wildlife's fish hatchery.

Background:

The Nevada Department of Wildlife (NDOW) engages in native fish augmentation and conservation efforts through a network of fish hatcheries, including a critical fish hatchery located within the Lake Mead National Recreation Area (Hatchery). Activities at the Hatchery rely on NDOW's entitlement to the consumptive use of 25 acre-feet annually of Colorado River water under Contract No. 14-06-300-2405 (Federal Contract). Previously, water for the Hatchery was delivered through infrastructure formerly owned and operated by Basic Water Company. In 2022, this infrastructure became inoperable due to significant declines of Lake Mead's water level, leaving the Hatchery without a readily available water supply.

Anticipating problems with water deliveries, NDOW and the Authority executed a Cooperative Agreement, approved by the Board of Directors, to assess the feasibility of constructing a new pipeline to deliver raw water from the Alfred Merritt Smith Water Treatment Facility to the Hatchery. Based on the results, the Board subsequently authorized execution of an Agreement for Ownership and Operation of a Raw Water Pipeline on or about January 23, 2025 (Raw Water Pipeline) among NDOW, the Bureau of Reclamation, and the Authority with each of the parties owning a specified portion of said pipeline. The Raw Water Pipeline is, or will soon be, operational.

To achieve optimal results at the Hatchery, NDOW and the Authority executed the attached Interlocal Agreement (Agreement) on June 30, 2026, subject to ratification by the Board. By ratifying this Agreement, the Authority will use its existing infrastructure to divert NDOW's water and deliver it to the Hatchery through the Raw Water Pipeline. NDOW will pay 75 percent of the Wholesale Delivery Charge, which will be \$317 per acre-foot as of July 1, 2026, subject to annual increases.

This Agreement is being entered into pursuant to NRS 277.180 and Sections 5(i) and (j) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved the Agreement.

JJE:CNP:ZLM:eb

Attachments: Agreement, Exhibit 1

AGENDA
ITEM #

5

INTERLOCAL AGREEMENT FOR DELIVERY OF RAW WATER

This Interlocal Agreement for the Delivery of Raw Water (“Agreement”) is made this 30th day of June 2026, between the Southern Nevada Water Authority (“Authority”) and the Nevada Department of Wildlife (“NDOW”). The Authority and NDOW may be referred to individually as a “Party” and together as “Parties.”

RECITALS

A. The Authority is a joint-powers agency and political subdivision of the state of Nevada engaged in, among other things, the design, ownership and maintenance of water conveyance infrastructure and the wholesale delivery of Colorado River water from Lake Mead to various entities throughout the Las Vegas Valley.

B. NDOW is an agency of the state of Nevada with responsibilities such as the restoration and management of fish and wildlife resources and engages in native fish augmentation and conservation efforts conducted through a network of fish hatcheries, including a critical fish hatchery located within Lake Mead National Recreation Area (“**Hatchery**”).

C. NDOW holds a seventh-priority water user entitlement to the consumptive use of up to 25 acre-feet annually (“afa”) of Colorado River water (“**NDOW Water**”) pursuant to the Boulder Canyon Project Act, Section 5 – Contract No. 14-06-300-2405, dated 10-18-1972, as amended, and administered by the Bureau of Reclamation (“**Federal Delivery Contract**”), to which the Colorado River Commission of Nevada is also a party (“**CRCN**”).

D. NDOW previously received delivery of its NDOW Water through an intake system that became inoperable on or about January 2022 due to a significant decline of Lake Mead’s water level, leaving the Hatchery without a readily available water supply.

E. The Authority owns and operates existing water facilities at Lake Mead, including the Alfred Merritt Smith Water Treatment Facility (“**AMS Facility**”) and raw-water intakes positioned at deeper water levels (“**Authority Intakes**”) than the Hatchery’s previous source of supply, making the Authority’s intakes a more reliable source of water for the Hatchery.

F. Anticipating that the previous intakes would soon become inoperable, and to address the Hatchery’s imminent lack of water supply, the Authority and NDOW executed a Cooperative Agreement in December 2021, wherein the Parties agreed to determine the feasibility of using the AMS Facility and Authority Intakes to help deliver raw water to the Hatchery through the construction of a new pipeline.

G. After determining a new pipeline was feasible, the Authority, NDOW, and the Bureau of Reclamation (“**Reclamation**”) executed an interlocal agreement for Ownership and Operation of a Raw Water Pipeline on or about January 23, 2026 (“**Raw Water Pipeline**”), with each of the three parties owning a specified portion of said pipeline.

H. The Authority also executed a “License and Encroachment Agreement” with Reclamation, through which Reclamation authorized the Authority, through issuance of a license, to encroach on Reclamation’s right-of-way, connect infrastructure, and run raw water through Reclamation’s portion of the Raw Water Pipeline.

I. NDOW is a Colorado River water “Contract User” and, consistent with its the Federal Delivery Contract, requested and received approval from Reclamation, through Secretary of the Department of the Interior (“**Secretary**”) on May 12, 2025, to change NDOW’s point of diversion under the Federal Delivery Contract to enable diversions from the Authority’s AMS Facility and Intakes.

J. NDOW now desires to have the Authority deliver the NDOW Water to the Hatchery through the Raw Water Pipeline, pursuant to the terms and conditions in this Agreement and the Federal Delivery Contract, and the Authority is willing to deliver the NDOW Water based on the terms and conditions stated in this Agreement.

NOW THEREFORE, based on the terms and conditions set for in this Agreement, and for good and valuable consideration, the amount and sufficiency of which NDOW and the Authority expressly deem to be satisfactory, the Parties agree as follows:

AGREEMENT

1. **Recitals.** The Parties acknowledge the Agreement’s Recitals are accurate in all respects and such Recitals are hereby incorporated by reference into this Agreement.
2. **Authority’s Delivery Obligations.** The Authority agrees to deliver raw water to NDOW at the Hatchery, subject to:
 - a. **Water Availability.** Any reductions to Nevada’s Colorado River water entitlement, as it may impact the NDOW Water, that may be imposed by the Secretary. The Authority shall not be liable for the failure to deliver water under this Agreement if Reclamation determines insufficient water is available to satisfy NDOW’s priority under the Federal Delivery Contract or if Lake Mead water elevations fall below the level required for the Authority Intakes to operate.
 - b. **Maximum Quantity, Rate of Delivery.** Any physical limitations of the Raw Water Pipeline and Hatchery system, and as far as reasonable diligence permits, the Authority shall deliver to NDOW, at the points of delivery described in Section 3, such quantity of the NDOW Water as NDOW may lawfully order.
 - c. **Delivery Estimates.** To assist with meeting the Authority’s planning and budgeting for its relevant infrastructure and the Authority’s obligations under the Federal Delivery Contract, NDOW shall provide the Authority with written estimates of its future water-delivery requirements under this Agreement, the estimates to be provided at such intervals and to contain such information as the Authority may reasonably specify from time to time.

- d. **NDOW Federal Contract.** The obligations of each Party under this Agreement are subject to the Federal Delivery Contract between NDOW and Reclamation, Contract No. 14-06-300-2405, as may be amended, including, without limitation, those provisions limiting or disclaiming (i) the United States' obligation, through the Secretary, to deliver such water, (ii) the obligation of the United States, acting through said Secretary, respecting water quality, and (iii) the liability of the United States.
 - e. **Disruptions to Water Delivery.** Potential disruptions to water delivery for incidents including, but not limited to, ongoing operations and maintenance of the AMS Facility, the Authority Intakes, and the Raw Water Pipeline and NDOW's ability to receive the water through its infrastructure at the Hatchery and approved place-of-use may occur. The Parties agree to work cooperatively to resolve any such issues.
3. **Point of Delivery.** The Authority shall divert the NDOW Water from the authorized point of diversion, which is the Authority Intakes at the Alfred Merritt Smith facility, and deliver such water through the Raw Water Pipeline to the authorized place of use at NDOW's Hatchery. The Authority shall have no responsibility respecting such water, or for the provision, operation, maintenance, or replacement of any conveyance or other equipment located beyond that portion of the Raw Water Pipeline owned by the Authority and as further described and depicted in **Exhibit 1**.
4. **Delivery Rate.** NDOW agrees to pay the Authority for delivery of the NDOW Water.
- a. **NDOW Delivery Rate.** The rate for delivery of the NDOW Water shall be 75 percent of the Authority's prevailing Wholesale Delivery Charge at the time of delivery ("**Delivery Rate**"). The Delivery Rate for the period beginning on the Effective Date through June 30, 2026, is approximately \$308 per acre-foot.
 - b. **Consumer Price Index Adjustments.** In addition to periodic adjustments to the Wholesale Delivery Charge, the Delivery Rate will adjust each year, effective July 1, according to the CPI-U West Class A reading. The Delivery Rate shall be adjusted on or about July 1, for each successive year the Agreement is in effect. The Delivery Rate beginning July 1, 2026, shall be approximately \$317 per acre-foot.
5. **Metering and Reporting of Deliveries.** The NDOW Water delivered through the Raw Water Pipeline will be measured through the billing meter installed at the bifurcation vault at the AMS Facility ("**Billing Meter**"). The Authority shall maintain the Billing Meter and calibration records. The Billing Meter shall be used to determine the amount of NDOW Water delivered to the Hatchery each month, which will be reflected on invoicing.
6. **Metering and Accounting for Return Flows.** NDOW shall be responsible for monitoring and reporting the return-flow volumes of the NDOW Water returned to Lake Mead from the Hatchery ("**Return Flows**") by operating and maintaining calibrated flow meters that measure and account for Return Flows that leave the Hatchery after delivery.

In addition, consistent with Section 10 below, NDOW shall report the metered totals of Return Flows to the Authority and the CRCN monthly, within fourteen days of the end of each calendar month. Reporting to CRCN shall be sent to Warren Turkett by email, wurkett@crcn.nev.gov. NDOW further agrees to provide flow-meter calibration records to the Authority on an annual basis. The Authority may, from time to time, and upon reasonable notice, inspect the devices to determine the accuracy and condition thereof.

7. **Purpose of Use.** Water delivered under this Agreement shall be used only for purposes consistent with NDOW's operations at the Hatchery and consistent with the Federal Delivery Contract.
8. **Billing and Payment.** The Authority shall bill NDOW by delivering an invoice each month to NDOW's authorized representative identified below in Section 10, or other designee, based on the Rate and amount of water delivered by the Authority to NDOW during the previous month. NDOW agrees to pay the Authority within 30 days of the receipt of an invoice.
9. **Other Permits, Access and Reporting Compliance.** The Parties acknowledge that due to the Hatchery's location within Lake Mead National Recreation Area and Reclamation's ownership of certain land, and a portion of the Raw Water Pipeline, that delivery of the NDOW water may be disrupted based on the need to acquire or renew access and licensing agreement, or other agreements from the federal government. NDOW agrees to cooperate with the Authority to resolve any issues arising from operations on federal land. In addition, NDOW shall comply with any applicable permits required by the Environmental Protection Agency and Nevada Department of Environmental Protection.
10. **Notices.** Any and all notices, demands or requests required or appropriate under this Agreement (including invoices) shall be given in writing and signed by a person with authorization to bind NDOW or the Authority, either by personal delivery, via a document sent via email, or by registered or certified mail, return receipt requested, addressed to the following addresses:

To NDOW:

**Nevada Department of Wildlife
Attn: Fiscal Services Section
6980 Sierra Center Parkway, Suite 120
Reno, NV 89511
(e) ndowfixedcosts@ndow.org
(t) 775-688-1500**

To the Authority:

**Southern Nevada Water Authority
Attn: Buck Osborne
Director Operations
1001 S Valley View Blvd.
Las Vegas, NV 89153**

(e) buck.osborne@lvvwd.com
(t) (702) 567-2026

With copy to: Southern Nevada Water Authority
Attn: Steven Anderson, Deputy Counsel
1001 S Valley View Blvd.
Las Vegas, NV 89153
(e) steven.anderson@snwa.com
(t) (702) 258-3263

When notice is given by mail, it shall be deemed served three Business Days following deposit, postage prepaid in the United States mail. When notice is given by email transmission, it shall be deemed served upon receipt of confirmation of transmission if transmitted during normal business hours or, if not transmitted during normal business hours, on the next Business Day following the email transmission. The Parties may designate a new contact person under this provision for notices or invoices or change the addresses or email addresses identified above by notifying the other Party in writing.

- 11. Agreement Term.** This Agreement shall become effective on the date on which each Party's authorized representative has duly executed the signature page. This Agreement shall continue for a perpetual term unless otherwise terminated by a Party in accordance with Section 12. The continuation of this Agreement beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by NDOW, the State Legislature, or federal sources.
- 12. Termination.** Either Party may unilaterally terminate this Agreement without cause by providing 30 days' written notice to the other Party. NDOW may terminate this Agreement if sufficient funding is not appropriated, budgeted, and otherwise made available by NDOW, the State Legislature, or federal sources ("Insufficient Funding"), such that NDOW cannot fulfill the Agreement's financial obligations. In a case of Insufficient Funding, the Agreement shall terminate immediately upon the Authority's receipt of written notice from NDOW. Upon receipt of such notice, the Authority will use its best efforts to minimize any costs or charges to NDOW and NDOW shall not be liable for costs that the Authority could have reasonably avoided. The Authority further agrees to waive claims for damages that may arise after receipt of notice of termination for Insufficient Funding, and that directly result from NDOW's Insufficient Funding.
- 13. Law and Venue.** Nevada law shall govern the interpretation of this Agreement, without reference to its choice of law provisions. The Parties agree that venue for any dispute arising from the terms of this Agreement shall be in Clark County, Nevada.
- 14. Assignment.** NDOW shall not assign or transfer its interest in this Agreement without the prior written consent of the Authority. If NDOW assigns or transfers without prior written approval, the assignment or transfer shall be void, and not merely voidable.

- 15. No Third-Party Beneficiaries.** This Agreement is not intended by the Parties to create any right in or benefit to parties other than NDOW and the Authority. This Agreement does not create any third-party beneficiary rights or causes of action.
- 16. Sufficient Funding.** The expenditure of any money or performance of any obligation by the Authority under this Agreement shall be contingent upon the appropriation or allotment of funds. No liability shall accrue to the Authority if funds are not appropriated or allocated.
- 17. Integration.** This Agreement contains the entire understanding between the Parties relating to the transactions contemplated by this Agreement, notwithstanding any previous negotiations or agreements, oral or written, between the Parties with respect to all or any part of the subject matter hereof. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, regarding the subject matter of this Agreement are merged in this Agreement and shall be of no further force or effect.
- 18. Amendment.** This Agreement may only be amended or modified in a writing stating specifically that it amends this Agreement and is signed by an authorized representative of each Party.
- 19. Severability.** If any term of this Agreement is to any extent illegal, invalid, or unenforceable, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms of this Agreement shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this paragraph should materially and adversely affect the economic substance of the transactions contemplated in this Agreement, the Party adversely impacted shall be entitled to compensation for such adverse impact.
- 20. Waiver.** The failure of either Party to enforce at any time, or for any period of time, the provisions hereof shall not be construed as a waiver of such provisions or of the rights of such Party to enforce each and every such provision.
- 21. No Joint Venture.** The relationship between the Authority and NDOW shall not be construed to imply an employer and employee relationship, a joint venture, or principal and agent relationship.
- 22. Force Majeure.** A Force Majeure Event is defined as an act beyond the affected Party's reasonable control, including: (1) acts of God; (2) flood, fire, earthquake, or explosion; (3) war (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, with a direct impact on this Agreement; (4) if site access is necessary to perform the Work under this Agreement, site restrictions for elevated security risks; an (5) industry-wide strikes with a direct impact on this Agreement. NDOW's economic hardship and changes in market conditions are not considered Force Majeure Events.

- a. The Parties have evaluated the effects of COVID 19 on this Agreement and expressly agree that COVID 19 and what is known about COVID 19 as of the execution of this Agreement are not considered Force Majeure Events.
 - b. Where NDOW is prevented from completing any part of its obligations under the Agreement due to a Force Majeure Event, the Authority and NDOW shall agree to an extension of time in an amount equal to the time lost due to such delay, the agreed extension shall be NDOW's sole and exclusive remedy for such delay, and NDOW shall not be entitled to an increase in the sums due under this Agreement. NDOW shall provide a revised schedule for performance in accordance with this Agreement.
 - c. The Party suffering a Force Majeure Event shall give notice within five (5) calendar days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.
- 23. Authority.** Each Party represents and covenants with the other Party that they have full authority to enter into this Agreement, that in entering into this Agreement they have taken all internal actions required to have the authority to enter into this Agreement, and that the terms of this Agreement do not violate any laws, ordinances, or regulations binding such Party, or the provisions of any contracts affecting such Party.
- 24. Counterparts and Signatures.** This Agreement may be executed in electronic form and/or in one or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same Agreement.

[Remainder of Page Intentionally Blank / Signatures on Following Page]

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the latest date of execution, below.

Southern Nevada Watery Authority

 Acting for

By: John J. Entsminger

Its: General Manager

06/30/2026

DATE

Nevada Department of Wildlife



By: Alan Jenne

Its: Director

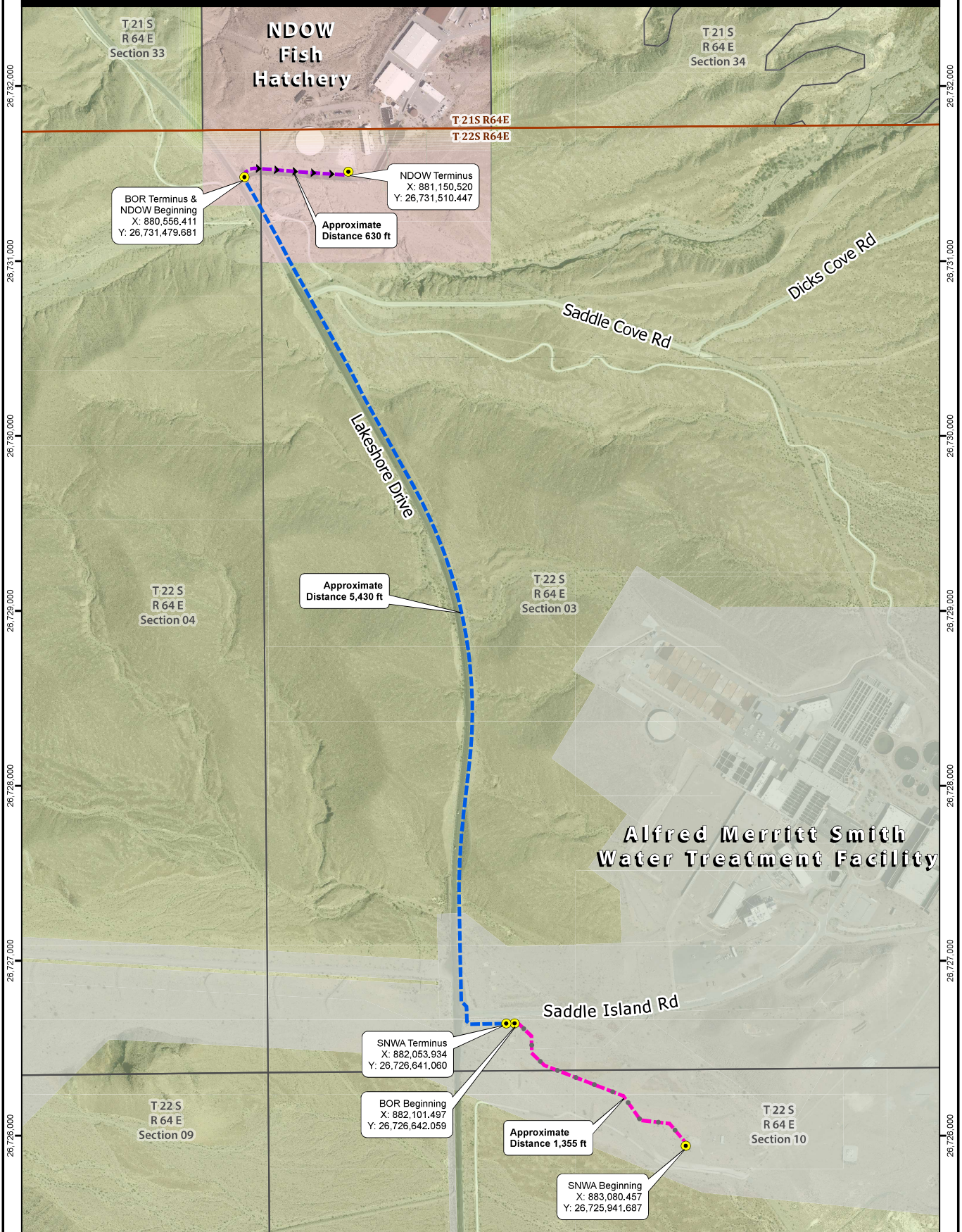
6/30/2026

DATE

EXHIBIT 1

Lake Mead Fish Hatchery Water Pipeline

Lake Mead National Recreation Area



Legend

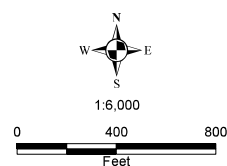
● Beginning/Terminus Northings/Eastings

12 Inch Diameter Water Pipeline

Owner

— BOR
— NDOW
— SNWA

— National Park Service
— Private Land
— Existing SNWA ROW
— Township Boundary
— Section Boundary



Grid based on STP projection, NAD 1983
NV East FIPS 2701 US Feet. Image:
SNWA, Sept. 2022, 3-inch resolution



32814-DS001 8/27/2024 BP

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

July 16, 2026

Subject:
Agreement

Petitioner:
Colby N. Pellegrino, Deputy General Manager, Resources

Recommendations:

That the Board of Directors approve a system conservation implementation agreement between the Bureau of Reclamation and the Authority through which the Authority will create up to 50,000 acre-feet of System Conservation Water in exchange for \$16,250,000 in federal funding and authorize the General Manager to approve future modifications if such modifications do not fiscally impact the Authority.

Fiscal Impact:

If the above recommendation is approved, the Authority will receive funds from the Bureau of Reclamation in the amount of up to \$16,250,000. No non-federal cost share is required.

Background:

In September 2022, the U.S. Secretary of the Interior announced the Lower Colorado River Basin Conservation and Efficiency Program (LC Conservation Program) to address the drought crisis with prompt and responsive actions, and provide investments in projects that lead to durable, long-term solutions for the Colorado River system. In November 2024, the Board of Directors approved a System Conservation Implementation Agreement (SCIA) under which the Bureau of Reclamation provided the Authority with \$60 million to conserve 189,635 acre-feet through the Water Smart Landscapes Rebate Program over a 50-year period.

If approved, the Authority intends to create 50,000 acre-feet of System Conservation Water, in calendar year 2026, to help bolster water elevations in Lake Mead. The Authority will receive \$325 per acre foot, up to \$16,250,000. System Conservation Water will be created through the Municipal Conservation and Offstream Storage activities described in the approved Southern Nevada Water Authority Extraordinary Conservation Intentionally Created Surplus Plan of Creation Calendar Year 2026.

At this time, the Board of Directors is being asked to approve the SCIA, which includes the provisions necessary for the Authority to receive funding.

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

SYSTEM CONSERVATION IMPLEMENTATION AGREEMENT (SCIA) FOR CALENDAR
YEAR 2026 BETWEEN THE UNITED STATES BUREAU OF RECLAMATION AND THE
SOUTHERN NEVADA WATER AUTHORITY TO IMPLEMENT THE LOWER
COLORADO CONSERVATION AND EFFICIENCY PROGRAM (LC CONSERVATION
PROGRAM)

1. PREAMBLE This SCIA to implement the LC Conservation Program is entered into this ____ day of _____, 2026, by and between the United States, Department of the Interior, Bureau of Reclamation (“Reclamation”), acting through the Acting Regional Director of the Lower Colorado Basin Region of the Bureau of Reclamation, and the Southern Nevada Water Authority (“SNWA”), hereinafter referred to singularly as “Party” or collectively as “Parties” and pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388), designated the Reclamation Act, and acts amendatory thereof or supplementary thereto, including the Act of December 21, 1928 (45 Stat. 1057), designated the Boulder Canyon Project Act, the Act of September 30, 1968 (82 Stat. 885), designated the Colorado River Basin Project Act, the Colorado River Drought Contingency Plan Authorization Act, Public Law 116-14 dated April 16, 2019, and the Inflation Reduction Act of 2022, Public Law 117-169 dated August 16, 2022.

2. EXPLANATORY RECITALS

2.1 WHEREAS, the Colorado River Basin is experiencing a historic drought;

2.2 WHEREAS, prior to the Secretary of the Interior (“Secretary”) declaring shortage conditions for Lake Mead in calendar years 2022 through 2026, Public Law 116-14, the Colorado River Drought Contingency Plan Authorization Act (“Act”) was signed into law on April 16, 2019. This Act directed the Secretary to execute the agreements hereinafter referred to collectively as “DCP Agreements”, and the DCP Agreements were subsequently executed on May 20, 2019;

2.3 WHEREAS, one of the DCP Agreements that was executed on May 20, 2019, was an agreement between the United States and the Colorado River Basin States entitled, *Agreement Concerning the Colorado River Drought Contingency Management and Operations* (Companion Agreement), that provided implementation of several interstate agreements including the *Lower Basin Drought Contingency Plan Agreement* (LB DCP Agreement) which is Attachment B to the Companion Agreement, that included Exhibit 1 entitled, *Lower Basin Drought Contingency Operations* (LBOps), that was designated to create new flexibilities to incentivize voluntary conservation of water to be stored in Lake Mead;

2.4 WHEREAS, Section 3.b of the May 2019 LB DCP Agreement, among other things, provides that, subject to applicable law, including the availability of appropriations, (1) the Secretary will take affirmative actions to implement the Lower Basin programs designed to create or conserve 100,000 acre-feet per annum or more of Colorado River System water to contribute to conservation of water supplies in Lake Mead and other Colorado River reservoirs in the Lower Basin and (2) the other Parties to the LB DCP Agreement shall not request delivery of, and the Secretary shall not deliver to, any Party or SNWA the volumes of Colorado River System water conserved through such programs;

2.5 WHEREAS, on September 22, 2022, the Department of the Interior (“Department”) announced that it is taking additional steps to address drought in the Colorado River Basin;

2.6 WHEREAS, the Department, through Reclamation, created a new LC Conservation Program, similar to the previous program entitled *Pilot System Conservation Program*, and undertook Colorado River System water conservation activities under the DCP Agreements and Act;

2.7 WHEREAS, the purpose of the LC Conservation Program is to increase system conservation and efficiency opportunities to address the unprecedented drought in the Lower Colorado River Basin and it is a part of the commitment made by the Department on August 16, 2022, to address the drought crisis with prompt and responsive actions and investment to ensure the entire Colorado River Basin can function and support all who rely on it;

2.8 WHEREAS, the LC Conservation Program is funded in part by the Inflation Reduction Act of 2022 that provides \$4 billion in funding specifically for water management and conservation efforts in the Colorado River Basin and other basins experiencing comparable levels of long-term drought;

2.9 WHEREAS, on October 20, 2023, the Department announced the federal action and purpose and need for the development of Post-2026 Operational Guidelines and Strategies for Lake Powell and Lake Mead (Post-2026 Guidelines) which are intended to adopt specific guidelines and coordinated reservoir management strategies when the *2007 Colorado River Interim Guidelines for Lower Basin Shortages and the Coordinated Operations for Lake Powell and Lake Mead* (“2007 Interim Guidelines”) expire;

2.10 WHEREAS, the process for a Supplemental Environmental Impact Statement to the 2007 Record of Decision was completed and on May 6, 2024, the Secretary of the Interior signed the Record of Decision for the *Supplement to the 2007 Colorado River Interim Guidelines for Lower Basin Shortages and the Coordinated Operations for Lake Powell and Lake Mead*;

2.11 WHEREAS, on December 9, 2024, the Parties entered into *System Conservation Implementation Agreement No. 24-XX-30-W0387 Between the United States Bureau of Reclamation and Southern Nevada Water Authority to Administer Rebates for Turfgrass Removal to Implement Phase Two of the Lower Colorado River Basin Conservation and Efficiency Program* (“Bucket 2 SCIA”) in which SNWA agreed to reduce its scheduled delivery volume of its entitlement consistent with an annual water conservation schedule;

2.12 WHEREAS, to further support Lake Mead’s elevation over the near term, on May 8, 2026, Reclamation invited LC Conservation Program participants to express interest in amending their current “Bucket 1” SCIA to create additional System Conservation Water in calendar year 2026 or to extend the creation of System Conservation Water through calendar year 2028, under certain conditions;

2.13 WHEREAS, SNWA was invited to discuss entering into a Bucket 1 SCIA, and SNWA notified Reclamation by email dated June 23, 2026, attached hereto as Exhibit A, that it desires to create System Conservation Water in calendar year 2026;

2.14 WHEREAS, SNWA holds entitlements to Colorado River water under Contract No. 7-07-30-W0004, as amended, Contract No. 2-07-30-W0266, as amended, and Contract No. 09-07-30-W0011.

2.15 WHEREAS, SNWA has a history of implementing extraordinary conservation activities under the LB DCP Agreement and LBOps through its approved ICS Exhibit W, entitled *Extraordinary Conservation Intentionally Created Surplus (EC ICS) Using Municipal Conservation and Offstream Storage for implementation under the Lower Basin Drought Contingency Plan*, which documents the conservation activities, calculations, and verification procedures used to generate EC ICS;

2.16 WHEREAS, SNWA proposes to create up to 50,000 acre-feet of System Conservation Water in calendar year 2026 through Municipal Conservation and Offstream Storage (MCOS) activities approved and documented in ICS Exhibit W; and

2.17 WHEREAS, the Parties desire to entire into this SCIA whereby SNWA agrees to create up to 50,000 acre-feet of System Conservation Water in calendar year 2026 under the conditions of and as provided within this SCIA and allow such volumes to remain in Lake Mead in exchange for financial compensation.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, Reclamation and SNWA agree as follows:

3. DEFINITIONS

3.1 Colorado River Compact means the document signed on November 24, 1922, at Santa Fe, New Mexico, pursuant to an act of Congress approved August 19, 1921 (42 Stat. 171). The Colorado River Compact was approved in Section 13(a) of the Boulder Canyon Project Act.

3.2 Colorado River System shall have the meaning ascribed to such term in the Colorado River Compact.

3.3 Exhibit A is a copy of the email dated June 23, 2026, in which SNWA notified Reclamation it desires to create System Conservation Water in calendar year 2026. Exhibit A is attached hereto and made part of this SCIA.

3.4 Exhibit B is a copy of SNWA's approved Calendar Year 2026 *Extraordinary Conservation Intentionally Created Surplus Plan of Creation* (ICS Plan) and the referenced ICS Exhibit W describing the conservation activities SNWA intends to implement in calendar year 2026 to create System Conservation Water.

3.5 Exhibit C is reserved for a copy of SNWA's EC Certification Report that describes the actual amount of conservation achieved and applied to this SCIA. Exhibit C will be attached hereto and made part of this SCIA once reviewed and verified by Reclamation.

3.6 System Conservation Water means Colorado River water that is conserved by SNWA and left in Lake Mead to benefit the Colorado River System pursuant to this SCIA, provided that Section 7.3 may apply.

4. PURPOSE

4.1 The purpose of this SCIA is for Reclamation to compensate SNWA for the System Conservation Water that is created by SNWA in calendar year 2026, not to exceed 50,000 acre-feet, allowing such water to remain in Lake Mead. In the absence of this SCIA, SNWA attests that it used such water in previous years, and it would have used the water in calendar year 2026.

5. SYSTEM CONSERVATION IMPLEMENTATION

5.1 The term of this SCIA begins upon execution of this SCIA and continues until all of the terms and conditions are satisfied.

5.2 SNWA proposes to create up to 50,000 acre-feet of System Conservation Water in calendar year 2026 by implementing the MCOS activities described in SNWA's approved ICS Plan, which shall be attached to this SCIA as Exhibit B, solely for the purpose of documenting the conservation activities that can be used to create System Conservation Water under this SCIA.

5.3 The Parties agree that the creation of System Conservation Water under this SCIA shall be quantified using the approved EC ICS methodologies documented in SNWA's ICS Plan. The EC ICS methodologies shall apply for the purpose of measuring and verifying the conservation activities used to create System Conservation Water under this SCIA. However, System Conservation Water created in accordance with this SCIA shall not accrue as ICS credits and may not be simultaneously used to create ICS.

5.4 When the final conservation volumes created under this SCIA have been determined, SNWA will submit an EC Certification Report to Reclamation which shall be attached to this SCIA as Exhibit C.

5.5 The Parties agree that System Conservation Water created under this SCIA shall not be ordered or delivered for use by any party and shall remain in Lake Mead in accordance with the terms of this SCIA.

5.6 The Parties agree that SNWA shall not take delivery of ICS during calendar year 2026.

6. MONITORING

6.1 The Parties agree that SNWA shall (1) quantify, certify, document, and report reductions in consumptive use of Colorado River water under this SCIA and (2) report the certified volume of System Conservation Water created in calendar year 2026.

6.2 The Parties agree that Reclamation shall (1) verify and document reductions in consumptive use of Colorado River water under this SCIA and (2) report the verified volume of

System Conservation Water created under this SCIA in the annual *Colorado River Accounting and Water Use Report: Arizona California, and Nevada* (“Water Accounting Report”).

6.3 Reclamation will use its existing water order approval process and other authorities to ensure that the Colorado River water under this SCIA is not ordered or used by other Colorado River water entitlement holders during calendar year 2026.

6.4 The Parties agree that the terms of this SCIA shall not establish precedent for potential future water conservation activities.

7. IDENTIFICATION AND TRACKING OF COLORADO RIVER SYSTEM WATER

7.1 Reclamation will document the quantity of System Conservation Water created by SNWA under this SCIA through the reductions in consumptive use described in this SCIA in the annual Water Accounting Report. The quantity of System Conservation Water to remain in Lake Mead, as determined by Reclamation, will be reported in the section of the annual Water Accounting Report titled, “Conservation, Transfers and Exchanges.”

7.2 The Parties agree that the water left in Lake Mead pursuant to this SCIA shall accrue to the benefit of the Colorado River System and shall not accrue to the individual benefit of SNWA or any third party.

7.3 Notwithstanding any other provision, nothing in this SCIA precludes the Secretary, in his sole discretion, from storing and using any System Conservation Water created under this SCIA in calendar year 2026 for federally determined purposes.

7.4 The Parties also agree that SNWA's annual water conservation commitment under the Bucket 2 SCIA must be fulfilled for the calendar year before any System Conservation Water can be created under this SCIA.

8. PAYMENTS

8.1 For calendar year 2026, Reclamation will pay SNWA \$325.00 per acre-foot of System Conservation Water created in accordance with this SCIA, up to 50,000 acre-feet, a total payment not to exceed \$16,250,000.00.

8.2 The payment for calendar year 2026 will be made by Reclamation to SNWA no later than 60 days after publication of the annual Water Accounting Report verifying the amount of System Conservation Water created by SNWA in calendar year 2026. Such publication normally occurs in May of the year following the reporting period.

8.3 If Reclamation finds that SNWA did not create the System Conservation Water in accordance with this SCIA or that SNWA did not forbear such System Conservation Water, the payment in Section 8.1 herein shall be reduced accordingly and SNWA will be required to reimburse Reclamation as provided in Section 10 herein.

8.4 SNWA agrees that the payment it receives under Section 8.1 above fully satisfies the United States' obligation to SNWA under this SCIA and that no further payment from the United States will be required.

9. SNWA COSTS

9.1 SNWA agrees to bear the costs for implementation of this SCIA in return for the payments to be made by Reclamation, as specified in this SCIA.

10. REIMBURSEMENT FOR OVERPAYMENT

10.1 Unless otherwise provided in this SCIA, in the unanticipated and unforeseen event the total amount of water under this SCIA is not added to Lake Mead as System Conservation Water as was paid for by Reclamation, due to SNWA taking an action that interferes with the foregoing objective, SNWA agrees to reimburse for the overpayment for the water that was not added to Lake Mead within 30 days of receipt of a bill for collection from Reclamation.

11. DISPUTE RESOLUTION

11.1 If any Party disputes any compliance with or performance under this SCIA by the other Party, the Party claiming such dispute shall notify the other Party in writing, specifically identifying the claimed deficiency in compliance or performance. Upon such notice, the Parties shall timely meet and confer regarding the claim and use good faith efforts to resolve the claim informally.

11.2 To the extent any claim of non-compliance or non-performance affects any payment from Reclamation to SNWA hereunder, amounts of such payment that are not associated with such non-compliance or non-performance shall be paid in a timely manner, and any remaining balance shall be held pending resolution of the claim of non-compliance or non-performance.

12. SYSTEM CONSERVATION WATER IS NOT A DCP CONTRIBUTION

12.1 The Parties to this SCIA agree that the System Conservation Water created under this SCIA shall be additive to the total conserved water volume associated with the LC Conservation Program and shall not be used to satisfy any Lower Division States' DCP contribution required under LBOPs.

13. ENVIRONMENTAL COMPLIANCE

13.1 Because implementation of this SCIA may result in reduced flows in the Colorado River, SNWA agrees to consult with Reclamation on measures to fulfill any of its environmental obligations resulting from reduction in river flows including, any conservation measures required by the Endangered Species Act; provided, any funding obligations between the Parties for the Endangered Species Act compliance shall be pursuant to the Lower Colorado River Multi-Species Conservation Program Funding Agreements. The Parties agree that this SCIA is contingent upon sufficient flow reduction coverage for Endangered Species Act compliance and will consult on reductions to System Conservation Water creation if such flow reductions exceed existing compliance.

14. THIRD PARTY BENEFICIARIES

14.1 This SCIA is not intended nor shall it be construed to create any third-party beneficiary rights to enforce the terms of this SCIA.

15. GENERAL TERMS

15.1 The Parties agree that creation of System Conservation Water under this SCIA in calendar year 2026 is contingent upon forbearance by other Colorado River water entitlement holders through written agreement or other process. In the event that forbearance is not achieved, the annual payments in Section 8 may be reduced accordingly and SNWA may be required to reimburse Reclamation as provided in Section 10.

15.2 SNWA agrees to remain in compliance with applicable Federal, State, and local environmental, cultural, and paleontological resource protection laws and regulations throughout the term of this SCIA.

15.3 The Parties agree that consistent with the provisions of Section 3.b of the LB DCP Agreement, and Section IV F. of LBOps, water intentionally conserved pursuant to this SCIA will remain in Lake Mead and shall not be subject to release pursuant to Article II of the Consolidated Decree of the United States Supreme Court in *Arizona v. California et al.*, 547 U.S. 150 (2006) (“Consolidated Decree”) in the year in which the conservation occurs.

15.4 The water left in Lake Mead under this SCIA will not be reported as SNWA's diversion or consumptive use.

15.5 None of the provisions of this SCIA shall be considered waived, except when such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions, or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or that Party's relinquishment of any such rights for the future, but such provisions and rights shall continue and remain in full force and effect.

15.6 The Parties do not intend that any right or remedy given to a Party on the breach of any provision under this SCIA to be exclusive; each such right or remedy is cumulative and in addition to any other remedy provided in this SCIA or otherwise available at law or in equity. If the non-breaching Party fails to exercise or delays in exercising any such right or remedy, the non-breaching party does not thereby waive that right or remedy. In addition, no single or partial exercise of any right, power or privilege precludes any other or further exercise of a right, power or privilege granted by this SCIA or otherwise.

15.7 Each Party to this SCIA represents that the person executing on behalf of such Party has full power and authority to do so, and that his/her signature is legally sufficient to bind the Party on whose behalf he/she is signing.

15.8 This SCIA constitutes a valid and binding agreement of each Party, enforceable against each Party in accordance with its terms. This SCIA is and will be binding upon and will inure to the benefit of the Parties and, upon dissolution, the legal successors and assigns of their assets and liabilities.

15.9 This SCIA may be supplemented, amended, or modified only by the written agreement of the Parties. No supplement, amendment, or modification will be binding unless it is in writing and signed by the Parties.

15.10 Any notice, demand, or request shall be deemed properly served, given, or made if delivered in person; sent by registered or certified mail, postage prepaid; or overnight delivery to the addresses below, charges prepaid or charged to the sender's account to the persons in the positions executing this SCIA. Email may be used in addition to, but not in lieu of, the required methods described above.

If to Reclamation:

Bureau of Reclamation
Interior Region 8: Lower Colorado Basin
Attn: Acting Regional Director
500 Date Street, Building 900
Boulder City, NV 89005
Email: gjohnson@usbr.gov

With a copy to:

Bureau of Reclamation
Interior Region 8: Lower Colorado Basin
Attn: Area Manager, Boulder Canyon Operations Office
500 Date Street, Building 900
Boulder City, NV 89005
Email: dbunk@usbr.gov

If to SNWA:

Southern Nevada Water Authority
Attn: John J. Entsminger
1001 South Valley View Boulevard
Las Vegas, NV 89107
Email: john.entsminger@snwa.com

15.11 All information and data obtained or developed with the performance of duties mentioned in this SCIA shall be available upon request to a Party, subject to the provisions of the Freedom of Information Act, if applicable, or other applicable law. However, use of said reports, data, and information shall appropriately reference the source for the respective documents.

15.12 The expenditure or advance of any money or the performance of any obligation by the United States under this SCIA shall be contingent upon the appropriation or allotment of funds. No monetary liability shall accrue to the United States in case funds are not appropriated or allocated. Nothing in this SCIA shall bind the United States to expenditures in excess of funds appropriated and allotted for the purposes outlined in this SCIA.

15.13 No member of or Delegate to Congress, Resident Commissioner, or official of SNWA shall benefit from this SCIA other than as a water user or landowner in the same manner as other water users or landowners.

15.14 Nothing in this SCIA diminishes or abrogates the authority of the Secretary under applicable Federal law, regulations, or the Consolidated Decree.

15.15 The Parties agree to comply with all applicable Federal, State, and local laws, executive orders, rules and regulations applicable to its performance under this SCIA.

15.16 This SCIA shall be interpreted, governed by, and construed under applicable Federal law and any relevant provisions of Nevada state law. To the extent permissible under the Federal Rules of Civil Procedure and other applicable Federal authority, venue for adjudication of any disputes under this SCIA shall be in appropriate Federal Court.

15.17 In the event that any one or more of the provisions contained herein is, for any reason, held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provisions of this SCIA, but this SCIA is to be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause the fundamental benefits afforded the Parties by this SCIA to become unavailable or materially altered.

16. COUNTERPARTS

16.1 This SCIA may be executed in counterparts, each of which shall be an original and all of which, together, shall constitute only one agreement.

17. EFFECTIVE DATE

17.1 This SCIA shall become effective upon the date of its execution by both Parties. Once effective, this SCIA will remain in effect until all of the terms and conditions are satisfied.

17.2 The Parties hereto have executed this SCIA on the day and year first written above.

Signatures next page.

SOUTHERN NEVADA WATER AUTHORITY

By: _____
John J. Entsminger, General Manager

Approved as to form:

By:  _____
Gregory J. Walch, General Counsel

Signatures continued next page.

THE UNITED STATES OF AMERICA

By: _____
Genevieve R. Johnson
Acting Regional Director
Interior Region 8: Lower Colorado Basin
Bureau of Reclamation

Exhibit A

1. A copy of the email dated June 23, 2026, is attached.



FW: [EXTERNAL] Re: {External} For review - SNWA Draft 2026 SCIA

From Kirsch-Burke, Lesli Y <LKirsch@usbr.gov>

Date Tue 6/23/2026 12:07 PM

To Lim, Rachel Ann <rlim@usbr.gov>; Ambridge-Weghorst, Megan M <mambridgeweghorst@usbr.gov>

From: Colby Pellegrino <Colby.Pellegrino@snwa.com>

Sent: Tuesday, June 23, 2026 10:58 AM

To: Bunk, Daniel A <dbunk@usbr.gov>

Cc: Casey Collins <casey.collins@snwa.com>; Steven Anderson <Steven.Anderson@lvvwd.com>; Hannah Mendez <Hannah.Mendez@snwa.com>; Dodds, Jeremy R. <JDodds@usbr.gov>; Kirsch-Burke, Lesli Y <LKirsch@usbr.gov>; Watkins, Kyle R <kyle.watkins@sol.doi.gov>; Dickson, Kerim E <kdickson@usbr.gov>; DiDonato, Nancy <NDiDonato@usbr.gov>; Everett, Nicole A <neverett@usbr.gov>; Greg Walch <greg.walch@lvvwd.com>

Subject: [EXTERNAL] Re: {External} For review - SNWA Draft 2026 SCIA

This email has been received from outside of DOI - Use caution before clicking on links, opening attachments, or responding.

Thank you for your email regarding the SNWA Draft 2026 SCIA. Subject to our ongoing review of the initial draft terms as noted in your email, SNWA desires to move forward to completion of the SCIA as soon as practicable. SNWA's July meeting is set for the 16th, meaning we need to resolve any outstanding drafting issues by the end of next week if we're going to make our public notice deadlines for the meeting. We will provide comments not later than June 29, but are working to provide them sooner (today or tomorrow) if possible.

Sent from my iPad

On Jun 22, 2026, at 2:38 PM, Bunk, Daniel A <DBunk@usbr.gov> wrote:

Hi Colby,

Through this email, Reclamation is inviting the Southern Nevada Water Authority (SNWA) to participate and enter into a System Conservation Implementation Agreement (SCIA) for system conservation water in 2026.

As such, a draft 2026 SCIA is attached for SNWA's review and consideration. The draft 2026 SCIA is still under review by BOR/DOI but we wanted to share with you sooner given the short timeline to complete the SCIA – the SCIA must be completed and fully executed by about the end of July so that Reclamation has enough time to complete the contract process before the end of the fiscal year.

Lastly, please express SNWA's desire to enter into a 2026 SCIA to create system conservation water in 2026 by responding to this email. This response will be documented in Exhibit A as noted in Section 3.3 of the draft SCIA. We recognize that the initial draft terms as described in the attached draft SCIA are still under review and consideration by SNWA and Reclamation.

Let us know if have questions or you would like to set up time to discuss.

Thanks,
Dan

--

Daniel Bunk

Area Manager | Boulder Canyon Operations Office
Interior Region 8: Lower Colorado Basin | Reclamation
(O) 702-293-8013 | (C) 702-241-9582
dbunk@usbr.gov

Exhibit B

1. A copy of SNWA's approved Calendar Year 2026 Plan for the Creation of Extraordinary Conservation Intentionally Created Surplus (ICS Plan) and the referenced ICS Exhibits describing the conservation activities SNWA intends to implement in calendar year 2026 to create EC ICS and System Conservation Water are attached.

Southern Nevada Water Authority Extraordinary Conservation Intentionally Created Surplus Plan of Creation Calendar Year 2026

Introduction

Intentionally Created Surplus

The Secretary of Interior (Secretary) issued a Record of Decision for *Colorado River Interim Guidelines for Lower Basin Shortages and the Coordinated Operations for Lake Powell and Lake Mead* (Guidelines) on December 13, 2007, which established criteria for the development and delivery of Intentionally Created Surplus (ICS).

On April 16, 2019, the Colorado River Drought Contingency Plan Authorization Act (Act) became law (Public Law No: 116-14). Among other matters, the Act, notwithstanding any other provision of law, directs the Secretary of the Interior to execute and carry out certain agreements concerning Colorado River Drought Contingency Management and Operations after execution by the other parties thereto, including the Lower Basin Drought Contingency Plan Agreement (LB DCP Agreement). Exhibit 1 to the LB DCP Agreement contains the Lower Basin Drought Contingency Operations (LBOPs) provisions for implementing drought actions in the Lower Basin. Section IV.E.2 of the LBOPs provides that the parties from each State to the Lower Basin Drought Contingency Agreement “shall identify, for their respective States, such new or modified ICS Exhibits from that State that are necessary to implement the provisions of the LB DCP Agreement and these LBOPs, and the Secretary shall approve and implement such new or modified ICS Exhibits.”

Pursuant to the Act, the Southern Nevada Water Authority (SNWA) and the Colorado River Commission of Nevada submitted to the Secretary, and the Secretary approved, SNWA’s “Extraordinary Conservation Intentionally Created Surplus (EC ICS) Using Municipal Conservation and Offstream Storage for implementation under the Lower Basin Drought Contingency Plan” (hereafter Exhibit W).

Extraordinary Conservation ICS

Beginning in 2017, Exhibit W, also known as SNWA’s Municipal Conservation and Offstream Storage Project (MCOS Project), authorizes SNWA to create EC ICS from the many municipal conservation programs it has implemented since 2002. Additionally, SNWA has developed many options to store unused Colorado River resources in California, Arizona, and in the Las Vegas Valley.

Investments in conservation have reduced SNWA’s water use below its annual allocation of Colorado River Water. Investments in creating and obtaining offstream storage capability have provided opportunities for SNWA to store this water offstream. Creating ICS in lieu of storing

the water offstream will improve Lake Mead conditions by proactively managing the reservoir elevation and increasing storage contents.

ICS Plan

Section XI.G.3.B.1 of the Guidelines requires that a plan for the creation of ICS (ICS Plan) be submitted to the Secretary consisting of, at a minimum, the following information:

- 1) Project description including what extraordinary measures will be taken to conserve or import the water;
- 2) Term of activity;
- 3) Estimate of the amount of water that will be conserved;
- 4) Proposed methodology for verifying the amount of water conserved; and
- 5) Documentation regarding any state or federal permits or other regulatory approvals that have already been obtained by the Contractor or that need to be obtained prior to the creation of ICS.

The following sections document each of these requirements for ICS proposed to be created in Calendar Year 2026 pursuant to Exhibit W.

Project Description

Municipal Conservation

Nevada's consumptive use of Colorado River water peaked at over 325,000 acre-feet (af) in 2002. Since that time, SNWA has reduced annual use by as much as 113,000 af through the implementation of aggressive municipal conservation programs. SNWA's investment in municipal conservation totaled \$390 million between 2002 and 2024. This investment in municipal conservation included a record \$54.5 million in direct expenditures in 2024¹. In addition to the funds expended by SNWA, SNWA's purveyor members have taken many actions to ensure the coordinated success of these conservation programs. The major municipal conservation programs are described in Attachment E to Exhibit W.

Offstream Storage

SNWA has developed many options to store unused Colorado River resources in offstream storage accounts within Arizona, California, and the Principal Aquifer underlying the Las Vegas Valley. SNWA has invested over \$129 million pursuant to interstate banking agreements with parties in Arizona and California and corresponding Storage and Interstate Release Agreements, resulting in storage of approximately 614,000 af in Arizona and 330,000 af in California as of the end of Calendar Year 2024. In addition, SNWA and its member agencies invest annually to maintain their aquifer storage and recovery capacity to accommodate offstream storage within the Las

¹ Direct expenditures are total customer rebates exclusive of labor costs, resources for administration, education, and outreach expenditures.

Vegas Valley, with approximately 355,000 af of Colorado River water stored as of the end of Calendar Year 2024.

Term of Activity

The term of activity for this ICS Plan is Calendar Year 2026. SNWA anticipates creating EC ICS credits through the MCOS Project throughout the period authorized in the LBOps.

Estimate of Water Conserved

The amount of EC ICS created by SNWA and stored in Lake Mead as a direct result of SNWA's implementation of this ICS project will be determined annually. The amount of EC ICS created each year will be based on the method presented in Exhibit W and as further explained in Attachment F to Exhibit W. This amount will be limited to the difference between Nevada's consumptive use of Colorado River Water and Nevada's allocation of Colorado River Water in a given year and shall not exceed 100,000 af per year.

During Calendar Year 2026, SNWA anticipates creating up to 100,000 af of EC ICS.

Methodology

Total Amount of EC ICS Credited Annually

As described in Exhibit W, the amount of EC ICS that can be created in 2026 is the difference between SNWA's net per capita consumptive water use (NPCCU) in 2002 multiplied by the SNWA service area population (SNWA Population) in 2026 and SNWA's NPCCU for 2026 multiplied by the 2026 SNWA Population as shown in the following equation found in Exhibit W:

$$(NPCCU_{2002} \times SNWA\ Population_{2026}) - (NPCCU_{2026} \times SNWA\ Population_{2026}) = EC\ ICS_{2026}$$

The NPCCU will be calculated by summing all sources and consumptive uses of water (including Colorado River water, municipal use of groundwater by SNWA and its member agencies, and other imported water supplies), divided by the SNWA Population. Each year's SNWA Population shall be calculated as described in Exhibit W. Diversions of Colorado River water for offstream storage will not be included in the NPCCU calculation.

Limitations of EC ICS Created by MCOS Project

- a) The amount of water conserved by SNWA to be devoted to the creation of EC ICS is limited by SNWA's sole discretion to participate in storage and interstate release of water and other annual water use adjustments.
- b) The amount of EC ICS that shall be credited by the Secretary to SNWA's EC ICS Account in each *Colorado River Accounting and Water Use Report: Arizona, California and Nevada* compiled by the Bureau of Reclamation's Lower Colorado Region shall not be greater than the difference between Nevada's annual consumptive use allocation and its annual consumptive use.
- c) The quantity of EC ICS credited to SNWA through MCOS shall not exceed 100,000 af per year.

Certification Report

In compliance with Section XI.G.3.D.1 of the Guidelines, a Certification Report will be submitted for the Secretary's review and verification, demonstrating the amount of ICS created and that the method of creation was consistent with this ICS Plan and Exhibit W.

The Certification Report will be submitted to the Secretary in the year following the creation of the ICS and will document the following two items to verify EC ICS activity.

- 1) SNWA's ability to store water offstream in Nevada, California, or Arizona; and
- 2) Continuation of all or a portion of the actions described in Attachment E to Exhibit W and any additional municipal water conservation activity that results in a decrease in SNWA's consumptive use of water resources. As part of SNWA's annual EC ICS Certification Report for its MCOS Project, SNWA will submit information summarizing municipal conservation programs and actions taken during the year, including approximate direct expenditures for all programs and actions (exclusive of labor costs, resources for administration, education, and outreach expenditures).

The Certification Report will also include the calculation of SNWA EC ICS for the year.

Regulatory Approval

The activities and actions described in this ICS Plan are authorized by the Act and its effects are within the range of effects analyzed in environmental documentation prepared in connection with issuance of the Guidelines (Final Environmental Impact Statement, 72 Fed. Reg. 62272), and in connection with adoption of the Lower Colorado River Multi Species Habitat Conservation Plan (LCR MSCP) (Final Environmental Impact Statement, 69 Fed. Reg. 75556). The LCR MSCP provides Endangered Species Act coverage for the activities and actions described in this ICS Plan, and SNWA is a covered permittee of the incidental take permit issued thereunder (TE086834-1).

Exhibit C

1. The Extraordinary Conservation (EC) Certification Report that describes the actual amount of conservation achieved through EC activities, including any conservation created through activities documented in SNWA's approved EC ICS Exhibits, and the quantity of conservation applied to this SCIA, will be attached once reviewed and verified by Reclamation.

SOUTHERN NEVADA WATER AUTHORITY
BOARD OF DIRECTORS
AGENDA ITEM

July 16, 2026

Subject:
Agreement

Petitioner:
Colby N. Pellegrino, Deputy General Manager, Resources

Recommendations:

That the Board of Directors approve a cooperative funding agreement, in substantially the same form as attached hereto, between California's Six Agency Committee, the Central Arizona Water Conservation District, Colorado Water Conservation Board, Utah Division of Water Resources, Wyoming Water Development Office, New Mexico Interstate Stream Commission, and the Authority to establish programmatic funding for Colorado River Basin precipitation enhancement activities for an amount not to exceed a total of \$6,375,000 over the 10-year term of the agreement.

Fiscal Impact:

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

Background:

Since 2007, the Authority, together with partners in California and Arizona, has participated in cooperative agreements to help fund precipitation enhancement programs administered by agencies in Colorado, Utah, and Wyoming. These efforts are implemented through a series of funding agreements and amendments, including the Agreement Establishing Programmatic Funding for Colorado River Basin Weather Modification approved in 2018.

For Water Years 2019 through 2026, the parties successfully funded and operated precipitation enhancement projects throughout the Upper Colorado River Basin. Building on that experience, the proposed agreement continues the long-term, programmatic funding approach to maintain, expand, and improve precipitation enhancement activities in Colorado, Utah, and Wyoming through a coordinated, cost-share approach.

Under the proposed agreement, California's Six Agency Committee, the Central Arizona Water Conservation District, and the Authority (collectively, the Funding Parties) will each contribute up to an annual maximum amount toward approved precipitation enhancement activities over a 10-year term from October 1, 2026, through September 30, 2036. The maximum annual contribution for each Funding Party is \$525,000 in Water Year 2027, and increases by \$25,000 per year, up to a maximum of \$750,000 per Funding Party in Water Year 2036, subject to annual authorization and available funds.

The New Mexico Interstate Stream Commission will also continue to provide a minimum of \$20,000 per year to support precipitation enhancement activities in southwestern Colorado that are directed toward improving runoff into New Mexico.

Funding provided under this agreement will support state-administered precipitation enhancement programs operated by the Colorado Water Conservation Board, Utah Division of Water Resources, and Wyoming Water Development Office. A Technical Committee comprised of representatives from each party will oversee annual work plans, budgets, and reporting, helping to streamline implementation and improve efficiency while maintaining accountability and transparency.

This agreement is being entered into pursuant to NRS 277.180 and Section 6(j) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved the agreement.

JJE:CNP:ZLM:AGB:JMW:STC:emb
Attachment: Agreement

AGREEMENT ESTABLISHING PROGRAMMATIC FUNDING FOR COLORADO RIVER BASIN PRECIPITATION ENHANCEMENT ACTIVITIES

This Agreement Establishing Programmatic Funding for Colorado River Basin Precipitation Enhancement Activities (“Agreement”) is made and entered into on _____, 2026, by and among California’s Six Agency Committee, Southern Nevada Water Authority and Central Arizona Water Conservation District (collectively “Funding Parties”), Colorado Water Conservation Board, Utah Division of Water Resources, Wyoming Water Development Office (collectively “Upper Basin Entities”) and the New Mexico Interstate Stream Commission. The Funding Parties, Upper Basin Entities, and the New Mexico Interstate Stream Commission are collectively referred to as the “Parties” and each individually as “Party.”

RECITALS

Parties

1. The Six Agency Committee (“SAC”), which was created in 1950 to support the Colorado River Board of California (“CRB”), represents six Southern California public agencies that have interests in Colorado River water and power resources: Coachella Valley Water District, Imperial Irrigation District, Los Angeles Department of Water and Power, Palo Verde Irrigation District, San Diego County Water Authority and The Metropolitan Water District of Southern California. The Six Agency Committee administers funds contributed by the represented agencies to protect and advance the agencies’ rights and interests in the Colorado River System.

2. The Southern Nevada Water Authority (“SNWA”) is a Nevada joint powers agency and political subdivision of the State of Nevada, created by Cooperative Agreement dated July 25, 1991, as amended November 17, 1994, and January 1, 1996. SNWA was formed to address Southern Nevada’s unique water needs on a regional basis. SNWA manages the region’s water resources, including water from the Colorado River, to provide for the Las Vegas Valley’s present and future water needs.

3. The Central Arizona Water Conservation District (“CAWCD”) is a multi-county water conservation district established under Arizona Revised Statutes (“A.R.S.”) §§ 48-3701 *et seq.* that operates and maintains the Central Arizona Project. CAWCD is authorized to, among other things, contract for and deliver Colorado River water for Central Arizona Project and execute contracts and perform all acts necessary for the furtherance of its purposes and authorities. CAWCD has entered into a contract with the Secretary of the Interior for the delivery to CAWCD of all Colorado River water to which Arizona is entitled under *Arizona v. California*, 376 U.S. 340 (1964), that is not needed to satisfy the water orders of those water users in Arizona with an equal or higher priority to Colorado River water. CAWCD and the users of Central Arizona Project water benefit from efforts to improve the reliability of Arizona’s apportionment to Colorado River, and CAWCD’s participation and funding of such efforts are in furtherance of its purposes and authorities.

4. The Colorado Water Conservation Board (“CWCB”) is a division of the State of Colorado, Department of Natural Resources, created to aid in the protection and development of the state’s waters. Pursuant to Colorado Revised Statutes (“C.R.S.”) §§ 36-20-101 *et seq.* (2016), CWCB administers the state’s weather modification enhancement program and has regulatory authority over precipitation enhancement activities and cloud seeding operators. Typically, such operators contract with local program sponsors, such as water districts and water utilities, for cloud seeding services in specific watersheds. The state, through CWCB, has established a weather modification precipitation enhancement program. C.R.S. §§ 36-20-105. CWCB receives appropriations for the weather modification precipitation enhancement program from the Colorado Legislature. The appropriations are deposited in the Construction Fund. In addition, CWCB may accept funds from other entities. C.R.S. § 37-60-121.

5. The Utah Division of Water Resources (“UDWRe”) is a division of the State of Utah, Department of Natural Resources. UDWRe’s mission is to plan, conserve, develop, and protect Utah’s water resources. In 1973, the Utah Legislature passed the Utah Cloud Seeding Act which allowed for the licensing of operators and permitting of cloud seeding projects by UDWRe. Cloud seeding operators contract with local program sponsors, such as water districts and counties within the state, for cloud seeding activities in specific project areas. The projects are funded by local Utah sponsors with a cost share from the State of Utah of up to fifty percent (50%) of the total cost. The state also supports statewide precipitation enhancement with an ongoing \$5 million budget.

6. The Wyoming Water Development Office (“WWDO”) is an agency of the State of Wyoming. WWDO administers the Wyoming Water Development Program (Wyoming Statutes § 41-2-112), which was established in 1975 to promote the optimal development of the State’s human, industrial, mineral, agricultural, water, and recreational resources. This program provides, through the Wyoming Water Development Commission, procedures and policies for planning, selecting, financing, constructing, acquiring, and operating water projects, such as cloud seeding activities. Precipitation enhancement programs may be partially funded through annual Legislative appropriations passed in the Omnibus Water Bills. In addition, WWDO may acquire funding from other entities.

7. The New Mexico Interstate Stream Commission (“NMISC”) is an agency of the State of New Mexico. Pursuant to NMSA 1978, § 72-14-3, the NMISC is authorized to investigate water supply; to develop, to conserve, and protect the water supply; and to do any and all other things necessary to protect, conserve, and develop the waters and stream systems of the State of New Mexico, interstate or otherwise. The NMISC also administers and regulates New Mexico’s weather control and cloud modification operations pursuant to the state’s Weather Control Act, NMSA 1978, § 75-3-1 to 75-3-15. The NMISC currently provides funds to the CWCB for precipitation enhancement programs activities in Southwestern Colorado that are directed to the Eastern San Juan Mountains, targeting the Blanco drainage to maximize runoff into New Mexico.

Background

8. The Upper Basin Entities have a variety of existing operational precipitation enhancement programs within the Colorado River Basin. Historically, these precipitation enhancement

programs were funded, operated, and regulated at the state and local level. Since 2007, the Funding Parties have funded portions of these programs. The NMISC first provided funds for a portion of these programs in 2007 and has contributed annually since that time.

9. The Parties agree that properly designed and operated winter season orographic precipitation enhancement programs may increase winter snowpack in the Colorado River Basin. Increased snowpack may augment the Colorado River Basin's water supply by increasing precipitation and runoff.

10. All seven of the Colorado River Basin States — Arizona, California, Colorado, Nevada, New Mexico, Utah, and Wyoming (the "Basin States") — and their water users benefit from increased water supply in the Colorado River Basin. Any increase in runoff is additional Colorado River System water that benefits the entire Colorado River Basin.

11. The Parties recognize opportunities for augmenting Colorado River System runoff through a cooperative precipitation enhancement cost-share funding mechanism. From 2007 through 2015, the Funding Parties and Upper Basin Entities implemented a collaborative effort to enhance Colorado River System water supply conditions through annual amendments to three base agreements to provide supplemental funding for precipitation enhancement activities in the Upper Basin. During that period, the Funding Parties contributed funds to the Upper Basin Entities for precipitation enhancement of appropriate orographic storms in the respective states. The NMISC also provided supplemental funding, through a separate agreement, to operations in southwestern Colorado.

12. In 2018, the Parties entered into the "Agreement Establishing Programmatic Funding for Colorado River Basin Weather Modification."

13. Between Water Years 2019 and 2026, the Parties successfully funded and operated precipitation enhancement projects in mountainous areas of the Upper Colorado River Basin.

Guiding Principles for the Establishment of the Colorado River Basin Precipitation Enhancement Funding Mechanism

14. The Parties intend for this Agreement to fund and implement continuing efforts to pursue precipitation enhancement activities through a more efficient and long-term programmatic approach. The terms of this Agreement are informed by the Parties' past efforts and are intended to provide greater certainty and efficiency going forward.

15. As with previous collaborative efforts, the Parties understand that the Funding Parties' financial contributions to the Upper Basin Entities are not intended to replace existing precipitation enhancement programs, or the cooperative funding provided by Colorado, New Mexico, Utah, and Wyoming. Rather, through this Agreement, the Funding Parties seek to maintain, supplement, improve, expand, and extend the Upper Basin Programs, as defined herein.

16. This Agreement is intended to reflect a cost-sharing relationship of generally fifty/fifty percent (50%/50%) between the funds provided by the Funding Parties and the NMISC, and the funds collectively contributed by Upper Basin Entities, including local contributions.

17. No minimum contribution and commitment will be required of the Funding Parties by any Upper Basin Entity.

18. Funding contributions provided by the Funding Parties shall only be matched to funds contributed by Upper Basin Entities, including local contributions, that are to be utilized for precipitation enhancement activities that contribute to increasing water supply within the Colorado River Basin.

19. Funding contributions provided by the NMISC are to be utilized only for precipitation enhancement activities that are directed to the Eastern San Juan Mountains, targeting the Blanco drainage to maximize runoff into New Mexico.

20. Funds to be provided by the Funding Parties, the NMISC, and funds contributed by the Upper Basin Entities may be subject to annual approval by the respective legislatures, boards, committees or agencies of the applicable Basin States

21. Through this Agreement, the Parties will establish a ten-year Colorado River Basin Precipitation Enhancement Funding Mechanism (“Funding Mechanism”). Implementation of this Agreement, undertaken with funding provided by the Funding Parties and the NMISC, will be directed by a Technical Committee (“Technical Committee”) as described below. The purpose of this Agreement is to efficiently maintain, supplement, improve, expand, and extend precipitation enhancement activities through the Upper Basin Entities by reducing the time and resources devoted to project review and approval, streamlining funding authorization efforts, providing flexibility in implementing precipitation enhancement operations, and facilitating the Upper Basin programs’ geographic and temporal expansion of precipitation enhancement programs activities through long-term funding.

Agreement

1. Definitions.¹

- a. Accomplishment Summary. A brief annual summary compiled by the Technical Committee representatives that summarizes the information presented in the Annual Reports.
- b. Activities. Those proposed precipitation enhancement practices, performances, transactions, project feasibility studies, operations, or other actions to be undertaken pursuant to this Agreement or any amendments thereto as Approved Activities, as that term is defined herein.

¹ Additional terms are defined throughout the Agreement.

- c. Activity Exhibit. The Activity Exhibit is a finalized document detailing each Upper Basin Entity's Activities and budget estimates for an upcoming Water Year. The Activity Exhibit will outline the Upper Basin Entities' Approved Activities, Funding Parties and NMISC financial contributions for an upcoming Water Year, and any additional funding provided by other entities.
- d. Annual Reports. Reports submitted by the Upper Basin Entities that document the Activities completed during the Water Year.
- e. Approved Activities. Activities identified in a Water Year's finalized Activity Exhibit that have been approved and executed by each Party based on the Notice of Recommendation.
- f. Colorado River Basin States ("Basin States"). The states of Arizona, California, Colorado, Nevada, New Mexico, Utah, and Wyoming.
- g. Colorado River System. This term has the meaning set forth in Article II(a) of the Colorado River Compact of 1922.
- h. Funds. Those monies contributed by the Funding Parties and the NMISC to the Upper Basin Entities to be disbursed for Activities and administration pursuant to this Agreement.
- i. Funding Parties. Lower Basin entities (i.e., SAC, SNWA, and CAWCD) providing Funds to the Upper Basin Entities. The NMISC is not considered a Funding Party because New Mexico is an Upper Division State and is providing funding in lieu of implementing its own precipitation enhancement program.
- j. Local Contributions. Funding contributions detailed in the Activity Exhibit that are acquired or accepted by an Upper Basin Entity to be used for Activities that benefit the Colorado River Basin.
- k. Notice of Recommendation. A recommendation from the Technical Committee to approve and execute a final Activity Exhibit.
- l. Party or Parties. Any signatory to this Agreement or collectively all signatories to this Agreement.
- m. Upper Basin Entities. The Upper Colorado River Basin agencies (CWCB, UDWR, and WWDO) responsible for the implementation and management of state specific precipitation enhancement programs within the Upper Colorado River Basin.
- n. Upper Basin Programs. The precipitation enhancement programs operated and administered by CWCB, UDWR, or WWDO.

- o. Upper Basin. This term has the meaning set forth in Article II(f) of the Colorado River Compact of 1922.
- p. Upper Division States. The states of Colorado, New Mexico, Utah and Wyoming
- q. Water Year. The twelve (12) month period for which Funds are provided, from October 1 of any year through September 30 of the next year.
- r. Water Year Activities. The Activities that occur during the operational season within a Water Year.

2. Term of Agreement

- a. This Agreement shall have a duration of up to ten (10) years (“Term”).
- b. The Term shall commence on October 1, 2026 (“Commencement Date”) and continue for up to ten (10) years, through September 30, 2036 (“Termination Date”).
- c. The Agreement may be terminated prior to the Termination Date according to the conditions set forth in Section 8.

3. Funding Contributions

- a. The Funding Parties agree to contribute up to an annual amount detailed on Table 1. The maximum amount per Funding Party starts at \$525,000 for Water Year 2027 and escalates \$25,000 per year through the Term of the Agreement up to seven hundred and fifty thousand dollars (\$750,000) each for Water Year 2036, in funding for Approved Activities in a single Water Year (“Yearly Contribution”).
- b. The NMISC agrees to contribute at least twenty thousand dollars (\$20,000) in Annual Funding for Approved Activities in a single Water Year for precipitation enhancement activities that are directed to the Eastern San Juan Mountains, targeting the Blanco drainage to maximize runoff into New Mexico, provided that the Funding Parties also contribute funding for the Water Year’s Approved Activities (“Annual Funding”). At its discretion, the NMISC may increase its Annual Funding for Approved Activities in any Water Year. The NMISC and its Annual Funding are considered separate and distinct from the Funding Parties and the Yearly Contribution because New Mexico is an Upper Division State that provides funding to the State of Colorado in lieu of implementing its own precipitation enhancement program.
- c. The Yearly Contribution, Total Contribution, and Annual Funding amounts are subject to the availability of funds and the terms and conditions otherwise set forth in this Agreement.

Table 1 - Annual State Funding Commitments: Maximums and Minimums

<u>Water Year</u>	<u>CAWCD (Max)</u>	<u>SAC (Max)</u>	<u>SNWA (Max)</u>	<u>NMISC (Min)</u>
2027	\$525,000	\$525,000	\$525,000	\$20,000
2028	\$550,000	\$550,000	\$550,000	\$20,000
2029	\$575,000	\$575,000	\$575,000	\$20,000
2030	\$600,000	\$600,000	\$600,000	\$20,000
2031	\$625,000	\$625,000	\$625,000	\$20,000
2032	\$650,000	\$650,000	\$650,000	\$20,000
2033	\$675,000	\$675,000	\$675,000	\$20,000
2034	\$700,000	\$700,000	\$700,000	\$20,000
2035	\$725,000	\$725,000	\$725,000	\$20,000
2036	\$750,000	\$750,000	\$750,000	\$20,000

4. **Technical Committee.** The Parties authorize the creation of a Technical Committee to direct and administer the provisions of this Agreement. The Technical Committee is responsible for the approval and coordination of Activities and the allocation of Funds established as part of the Funding Mechanism, and will serve as a forum for the Parties to work collaboratively in fulfilling those responsibilities.
- a. **Composition.** The Technical Committee shall be comprised of one representative from each of the Parties. Unless a Party objects, representatives from third-party organizations (e.g. consultants and researchers) may be asked to participate on the Technical Committee periodically. Parties’ decision-making authority will not be granted to any third-party representative regarding the allocation of Funds or coordination of Activities.
 - b. **Chairperson.** Upon execution of this Agreement, a Funding Party Technical Committee Chairperson shall be selected by the majority of the Funding Parties. The Chairperson shall coordinate and preside over the Technical Committee’s affairs including, but not limited to, organizing and hosting conference calls and meetings, disseminating information, and/or other Committee business. The Chairperson shall provide a meeting summary and list of action items after each meeting to all Technical Committee representatives. The Chairperson position shall be fulfilled by a Funding Party Technical Committee representative. The length of the Chairperson’s term of service and the selection of a subsequent Chairperson is at the discretion of the Technical Committee.
 - c. **Meetings.** An annual Technical Committee Meeting (“Committee Meeting”) shall occur prior to June 30 of each year. The objective of the Committee Meeting is to coordinate and evaluate the proposed Upper Basin Entities’ Activity Exhibits;

determine the Funding Parties' Yearly Contribution and the NMISC's Annual Funding for the upcoming Water Year; and discuss Activities completed during the current Water Year.

- i. All Technical Committee representatives are expected to participate in each annual Committee Meeting either by teleconference or in person, as is reasonable and appropriate.
 - ii. Activity Exhibits. The Upper Basin Entities' proposed Activity Exhibits for the upcoming Water Year are due to the Technical Committee for review by June 1st of each year.
 1. The Funding Parties Technical representatives and NMISC Technical Committee representative will review each proposed Activity Exhibit in advance of the Committee Meeting and provide preliminary approval of the proposed Activity Exhibits or recommend modification thereto to each Upper Basin Entity as appropriate, during the Committee Meeting.
 2. Each Upper Basin Entity shall inform the Chairperson of their respective agency's concurrence with, or proposed modifications to, the proposed Activity Exhibit, Yearly Contribution, and Annual Funding amounts for the upcoming Water Year, no later than July 31 of each year.
- d. Approval. The Chairperson will provide a Notice of Recommendation and a final Activity Exhibit for the upcoming Water Year to the Parties no later than August 31 of each year.
- i. The final Activity Exhibit will serve as a Technical Committee recommended Addendum to the Agreement, and as such be submitted to the respective Parties that need to sign it. Execution by the appropriate Parties indicates approval.
 - ii. The final Activity Exhibit will identify the Yearly Contribution and Annual Funding that each Funding Party and the NMISC will respectively contribute to each Upper Basin Entity for the implementation and management of the Approved Activities described therein.
- e. Focus. The Parties will direct their efforts primarily at the implementation of Activities in Colorado, Utah, and Wyoming, utilizing a long-term, programmatic funding approach. The scientific study and research of precipitation enhancement and its effectiveness are not a primary purpose of this Agreement.
- f. Considerations. The Technical Committee shall consider the following Activities in relation to the allocation of Funds for any Water Year.

- i. WWDO Activities: Supplementation and/or maintenance of precipitation enhancement operations in the Colorado River Basin portion of Wyoming.
- ii. CWCBC Activities: Extension and/or expansion of precipitation enhancement operations in the Colorado River Basin portions of Colorado.
- iii. UDWR Activities: Extension and/or expansion of precipitation enhancement operations in the Colorado River Basin portions of Utah.
- iv. The Funding Parties may reduce the funding of Activities when Lake Powell and Lake Mead are projected to collectively exceed eighty percent (80%) of live storage capacity in the upcoming Water Year. Notice of the decision of whether to fund Activities based on the results of the United States Bureau of Reclamation's ("Reclamation") August Twenty Four (24) Month Study Report projections of collective inflow and storage at Lake Powell and Lake Mead shall be provided to the Upper Basin Entities no later than August 31 of each year, and is not subject to change for the Water Year following that determination.
- v. The funding and operations of the Upper Basin Programs are anticipated to be expanded gradually throughout the Term of this Agreement. The Funding Parties will only provide funding to the extent that the Upper Basin Entities collectively are providing funds in an amount equal to or greater than that funded in the previous Water Year. In accordance with Recital 16 above, approval of Funding Parties' Yearly Contributions in excess of fifty percent (50%) of the total cost for Activities will be evaluated by the Technical Committee on an as-needed basis.
- vi. The Funding Parties' primary goal is to maximize precipitation enhancement operations. However, funding for scientific research related to the effectiveness or quantification of precipitation enhancement may be considered at the discretion of the Technical Committee.
- g. Purchased Equipment. The appropriate Upper Basin Entity, upon receipt of the equipment or instrumentation, will be responsible for costs associated with storage, shipping, maintenance and disposal of such equipment or instrumentation.
- h. Disbursement of Funds. Yearly Contributions and Annual Funding will be provided to Upper Basin Entities by the Funding Parties and the NMISC within forty-five (45) days from the execution of the final Activity Exhibit, or within forty-five (45) days of invoicing, at the discretion of each Upper Basin Entity.
- i. Invoices. The Technical Committee is responsible for establishing an invoicing procedure consistent with Section 4.h of this Agreement and considering the

accounting requirements of the Upper Basin Entities, to be followed by the Upper Basin Entities in submitting invoices to the Funding Parties and the NMISC, as appropriate. This procedure will be documented in writing and may be modified or amended at the discretion of the Technical Committee.

- j. Approved Activity Funding. Yearly Contributions and Annual Funding may only be used to fund Approved Activities specifically described in the final Activity Exhibit for that Water Year.
- k. Unused Funds. Yearly Contributions and Annual Funding provided to the Upper Basin Entities that are unused and uncommitted by the end of the Water Year may be credited towards future Approved Activities or reimbursed to the Funding Parties and the NMISC, at the discretion of the respective Funding Parties and the NMISC. At no time will the sum of any current and subsequent Yearly Contribution provided by any single Funding Party exceed the maximum amounts in the given Water Year.

5. Reporting.

- a. Annual Reports. Each Upper Basin Entity will submit an electronic version of the Annual Report to the Chairperson no later than September 30 of each year. At a minimum, each Annual Report should include the following information:
 - i. Maps showing the locations of any precipitation enhancement equipment (for example: generators, icing rate meters, radiometers and aircraft flight paths) funded through this Agreement.
 - ii. Maps showing the target areas of the Activities funded through this Agreement.
 - iii. A list of any equipment purchased using Funds provided pursuant to this Agreement.
 - iv. A monthly timescale accounting of the number of precipitation enhancement events, amount of silver iodide or seeding agent used, and the number of generator hours or flight hours where applicable.
 - v. As available, an expense report comparing the budgeted versus actual costs for the Water Year.
- b. Accomplishment Summary. The Funding Party Technical Committee representatives will complete an annual Accomplishment Summary synthesizing the information contained in the Annual Reports referenced above.

- c. If any Upper Basin Entity fails to provide their Annual Report under Section 5.a, the Funding Parties and the NMISC are released from any obligation to continue funding Activities to that Upper Basin Entity until the past due reports have been provided.

6. Timeline.

- a. April/May
 - i. The Chairperson of the Technical Committee schedules the annual Committee Meeting to be held prior to June 30 of each year.
 - ii. The Upper Basin Entities' proposed Activity Exhibits will be submitted to the Chairperson for review by the Technical Committee Funding Parties representatives by May 31 of each year.
- b. June
 - i. The Technical Committee shall meet annually prior to June 30 of each year to coordinate and evaluate the Upper Basin Entities' Activity Exhibits, the Funding Parties' Yearly Contribution, and the NMISC's Annual Funding for the upcoming Water Year.
 - ii. The proposed Activity Exhibits shall contain maps of proposed generator locations and precipitation enhancement equipment. Generators and equipment that are proposed for operations using funds provided by the Funding Parties and the NMISC shall be clearly identified. The Funding Parties and the NMISC shall have an opportunity to review and approve existing or proposed locations for generators and equipment prior to the start of annual precipitation enhancement operations.
 - iii. The Funding Parties and the NMISC Technical Committee representatives will review and provide preliminary approval of all Upper Basin Entities proposed Activity Exhibits or recommend any modifications thereto to the respective Upper Basin Entity, as appropriate, during the Committee Meeting.
- c. July
 - i. Upper Basin Entities shall inform the Technical Committee Chairperson of their respective agency's concurrence with, or proposed modifications to, their proposed Activity Exhibit, Yearly Contribution, and Annual Funding amounts for the upcoming Water Year no later than July 31 of each year.
 - ii. Upper Basin Entities draft Annual Reports from the previous operational season (current Water Year) are due to the Chairperson no later than July 31 of each year.

- d. August
 - i. The Funding Parties will provide notice to the Upper Basin Entities and the NMISC regarding the decision of whether or not to fund future Activities based on the results of Reclamation's Twenty Four (24) Month Study Report, Operation Plan for Colorado River System Reservoirs, no later than August 31 of each year.
 - ii. Funding Parties Technical Committee representatives will complete an Accomplishment Summary for the previous operational season (current Water Year) no later than August 31 of each year.
 - iii. The Chairperson will provide Notice of Recommendation and the final Activity Exhibits for the upcoming Water Year to the Parties no later than August 31 of each year. The final Activity Exhibit will serve as a Technical Committee recommended Addendum to the Agreement, and as such be submitted for execution by each Party.
- e. September
 - i. Each Party's Technical Committee representative will submit the recommended Addendum for entity-specific legal, and managerial review and execution. Once the final Activity Exhibit has been signed by all Parties, it is considered approved.
 - ii. Upper Basin Entities final Annual Reports are due to the Chairperson no later than September 30 of each year.
- f. October
 - i. Once the final Activity Exhibit has been approved operational precipitation enhancement contracts are negotiated and executed as needed by the appropriate Consultant(s) and Upper Basin Entity for the current Water Year.
- g. November
 - i. Water Year Activities start.
 - ii. Funding Parties Yearly Contributions and NMISC Annual Funding are disbursed to Upper Basin Entities as appropriate.
- h. December/January
 - i. Funds provided to the Upper Basin Entities that are unused and uncommitted by the end of the previous Water Year may be credited towards future Approved Activities or reimbursed to the Funding Parties and the NMISC, at the discretion of the Funding Parties and the NMISC.
- i. March/April

- i. Water Year Activities end.

All dates are subject to review and amendment by the Technical Committee during the Term.

7. **Insurance.** The Upper Basin Entities shall ensure that, in contracting with third-party precipitation enhancement vendors, the third-party contractors procure general liability insurance coverage for at least one million dollars (\$1,000,000) and maintain such policy for the duration of the Activities that are funded in part through this Agreement. Such insurance policies shall name the Funding Parties and the NMISC, as appropriate, as additional insureds. If the third-party contractor is a governmental entity, then it may demonstrate that it is self-insured for up to at least one million dollars (\$1,000,000) in lieu of the general liability insurance requirements in this paragraph.
8. **Termination.** A Party may terminate its rights and obligations under this Agreement and participation in the Funding Mechanism by providing written notice to each of the other Parties.
 - a. If a Funding Party, and/or the NMISC, provides notice of termination, that Funding Party's and/or the NMISC's participation in the Agreement shall terminate at the conclusion of the Water Year in which the notice is given. A terminating party shall remain responsible for funding Approved Activities for the Water Year in which notice of termination is given.
 - b. If CWCB, UDWRe, or WWDO provide notice of termination, the respective Party shall withdraw from participating in the Agreement upon its completion of all Approved Activities that the Party was responsible for completing in that Water Year. If CWCB, UDWRe, or WWDO is unable to complete all Approved Activities that the Party was responsible for in that Water Year, the respective Party will inform the other Parties of this in the notice of termination. Any unused funds shall be delivered by hand, electronic transfer, or certified mail to the respective Funding Parties and the NMISC.
 - c. A Party's withdrawal from this Agreement will not terminate the Agreement among the remaining Parties. The Funding Parties' Yearly Contribution, the NMISC's Annual Funding, and Upper Basin Entities' Activities will be re-negotiated between the remaining Parties and agreed upon in writing. If a revised Yearly Contribution, Annual Funding, and Activity arrangement cannot be reached, the Agreement shall terminate when all the remaining Parties' responsibilities for that current Water Year are complete.
 - d. No penalty shall accrue to any Party that provides notice of termination, and no Party shall be obligated to implement Activities or contribute funds for Activities not authorized by law.

9. Existing Law.

- a. Reaffirmation of Existing Law. Nothing in this Agreement is intended to, nor shall this Agreement be construed to, diminish or modify the rights of any Party under existing federal and/or state law, including, but not limited to, the 1922 Colorado River Compact, the 1948 Upper Colorado River Basin Compact, and the U.S. Supreme Court's 2006 Consolidated Decree in *Arizona v. California* (547 U.S. 150). The Parties hereby affirm the entitlement and right of each State under such existing law to use and develop Colorado River System water.
- b. Consistency with Existing Law. This Agreement is consistent with, and shall be interpreted to be consistent with, existing federal and/or state law, including, but not limited to, Article III(a)-(e) inclusive of the 1922 Colorado River Compact, Sections 601 and 602(a) of the Colorado River Basin Project Act of 1968 (43 United States Code §§ 1551 and 1552(a)), and all applicable rules and regulations promulgated thereunder.

10. Authority. Each person executing this Agreement on behalf of a Party, has the full power and authority to bind that respective Party to the terms of this Agreement. Each Party's continued performance under this Agreement shall be subject to any continued grant of authority by that Party's respective legislatures, boards, committees or agencies.

11. Sovereign Immunity and Limitations. By executing this Agreement, the Parties expressly reserve sovereign immunity and specifically retain all immunities available to them as sovereigns, governmental entities, or political subdivisions under the law of their respective states. The Parties further acknowledge that there are constitutional and statutory limitations on the authority of the Parties and their agencies or instrumentalities to enter into certain terms and conditions, including, but not limited to, the following: liability for damages; choice of law; conflicts of law; governing law; venue and forum-selection clauses; defense or control of litigation or settlement; liability for acts or omissions of third parties; payment of attorney's fees or costs; additional insured provisions; dispute resolution, including, but not limited to, arbitration; indemnification of another party; and confidentiality. Any such provisions in the Agreement, or in any attachments or documents incorporated into this Agreement by reference, will be binding on the Parties only to the extent authorized by the laws and Constitutions of their respective states. Designations of venue, choice of law, governing law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The Parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for any Party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

12. Availability of Funds and Legislative Authorization. Performance under this Agreement and each payment obligation of the Parties is conditioned upon continuing

authorization and the availability of funds that are appropriated or allocated for the payment of this obligation. If authorization is not continued and/or funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the Parties at the end of the period for which the funds are available. No penalty shall accrue to the Parties in the event this provision is exercised, and the Parties shall not be obligated or liable for any future payments due or for any damages as a result of termination under this Section. If authorization and/or appropriations are obtained by a Party on an annual basis, and such authorization and/or appropriation are not obtained for a particular Water Year, a Party that lacks authorization and/or appropriations may opt out of performance under the terms of this Agreement for up to two consecutive Water Years so long as that Party continues to make reasonable efforts to obtain future authorization and/or appropriations. A Party may opt out of performance under the terms of this Agreement by notifying the Technical Committee prior to May 15 of the year preceding the Water Year for which that Party lacks authorization and/or appropriations. Notification will include a description of the Party's inability to perform under the terms of this Agreement due to lack of authorization and/or availability of funds. A Party's determination that continuing authorization or availability of funds that are appropriated or allocated is insufficient shall be in the Party's sole discretion. Upon a Party opting out of its performance under this Agreement due to a lack of authorization and/or appropriations for two consecutive Water Years, if continuing authorization has still not been granted by the appropriate authority for the third consecutive Water Year, that Party shall terminate its rights and obligations under this Agreement pursuant to Section 8.

13. **Construction.** Nothing in this Agreement may be construed to obligate the Funding Parties or the NMISC to any current or future expenditure of resources in advance of the availability of appropriations.
14. **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the Parties may renegotiate the terms affected by the severance.
15. **Third-Party Beneficiary Rights.** The Parties do not intend to create in any other individual or entity the status of third-party beneficiary. This Agreement shall not be construed to create such status. The rights, duties, and obligations contained in this Agreement shall operate only among the Parties to this Agreement and shall inure solely to the benefit of the Parties to this Agreement. The provisions of this Agreement are intended only to assist the Parties in determining and performing their obligations under this Agreement.
16. **Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

17. Indemnification. Each Party to this Agreement shall assume the risk of any liability arising from its own conduct. The Parties do not agree to insure, defend, or indemnify each other.

18. Miscellaneous.

- a. Modification/Amendments. The Parties may mutually agree in writing to modify or amend the terms of this Agreement. Modifications and/or amendments to this Agreement will be valid only if they are in a written document signed by all the Parties hereto.
- b. Notices. All notices required to be given hereunder shall be emailed to such Party's representative or designee at the addresses set forth below. Any Party from time to time may by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

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- a. Entirety of Agreement. This Agreement, comprised of 25 pages, and any associated attachments constitute the entire understanding of the Parties hereto.
- b. Assignment. The Upper Basin Entities and the NMISC shall not assign or transfer their interest in this Agreement without the prior written consent of the Funding Parties and/or the NMISC, as appropriate.

19. Signatures.

IN WITNESS WHEREOF, each Party to this Agreement has caused its signature to be affixed hereto on the dates indicated below.

SOUTHERN NEVADA WATER AUTHORITY

John J. Entsminger
General Manager

Date

APPROVED AS TO FORM:



Gregory J. Walch, Esq.
General Counsel

06/22/2026
Date

SIX AGENCY COMMITTEE

J.B. Hamby
Chairman

Date

CENTRAL ARIZONA WATER CONSERVATION DISTRICT

Brenda Burman
General Manager

Date

APPROVED AS TO FORM:

Jay Johnson
General Counsel

Date

WYOMING WATER DEVELOPMENT OFFICE

Jason Mead, PE
Director

Date

APPROVED AS TO FORM:

Tyler M. Renner
Assistant Attorney General
State of Wyoming

Date

UTAH DIVISION OF WATER RESOURCES

Joel Williams
Director

Date

COLORADO WATER CONSERVATION BOARD

Lauren Ris
Director

Date

NEW MEXICO INTERSTATE STREAM COMMISSION

Hannah Riseley-White
Director

Date

APPROVED AS TO FORM:

Dominique Work
Office of the General Counsel
New Mexico Interstate Stream Commission

Date

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

July 16, 2026

Subject:
Agreement

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

Recommendations:

That the Board of Directors approve and authorize the General Manager to sign, in substantially the same form as attached hereto, an agreement among Lhoist North America of Arizona, Inc., the Las Vegas Valley Water District, and the Authority providing for the assignment of a portion of Lhoist North America of Arizona, Inc.'s Colorado River water rights to the Authority and establishing the framework for permanent water service to Lhoist North America of Arizona, Inc., within the Black Mountain Industrial Complex.

Fiscal Impact:

If the above recommendation is approved, the Authority would be obligated to refund a portion of Lhoist North America of Arizona, Inc.'s, previously paid Regional Connection Charge based on a true-up calculation.

Background:

Lhoist North America of Arizona, Inc., an Arizona corporation authorized to do business in Nevada (Lhoist), operates an industrial mineral processing facility within the Black Mountain Industrial Complex (BMI Complex), an island of unincorporated Clark County surrounded by the City of Henderson (City) within the Las Vegas Valley Water District service territory. Since the 1950s, Colorado River water has been delivered to the BMI Complex industries, most recently through a 1969 contract with the Bureau of Reclamation, the Colorado River Commission of Nevada, Basic Water Company (Basic), and the producing companies at the BMI Complex (1969 Water Rights Agreement). On or about July 1, 2022, declining Lake Mead levels rendered Basic's intake inoperable, and Basic terminated raw water deliveries to the BMI Complex.

On June 23, 2022, the Las Vegas Valley Water District (District) and the City entered into an interlocal agreement authorizing the City to temporarily supply potable water to Basic for redelivery to the BMI Complex industries while a long-term solution was developed. In September 2022, Basic and its affiliate filed for Chapter 11 bankruptcy protection. On October 20, 2023, the bankruptcy court approved a plan liquidating Basic's assets, including the Basic water infrastructure, creating an immediate need for a long-term solution for Lhoist to receive permanent potable water service.

If approved, the attached Agreement Relating to Colorado River Contract Rights Owned by Lhoist North America of Arizona, Inc. (Agreement), includes the terms and conditions for the assignment of 50 acre-feet of Lhoist 1969 Water Rights to the Authority, which will cover Lhoist's expected operations and reasonable expansion within Lhoist-owned parcels in the BMI Complex (Lhoist Service Area). The Authority will grant Lhoist an irrevocable license to divert and use the assigned

water rights within the Lhoist Service Area, subject to metering, accounting, and notice requirements. The Agreement also includes provisions for the Authority to refund a portion of Lhoist's previously paid Regional Connection Charge following a three-year audit of actual annual usage.

In addition, this Agreement, which will be brought before the District's Board of Directors on August 4, 2026, establishes the framework for the District to allow the City to provide permanent water service to Lhoist. The District will also enter into a permanent interlocal agreement with the City authorizing the City to provide retail water service to Lhoist within the Lhoist Service Area (Permanent ILA), which will be brought to the District's Board for separate approval.

The Agreement will become effective only upon (1) approval by both the Authority's and the District's Boards, (2) execution by all parties, (3) documentation of Authority ownership of the assigned water rights by the Bureau of Reclamation, and (4) District Board approval and execution of the Permanent ILA between the District and the City, which will be brought before the District Board at a later date. The Authority approval shall require an affirmative vote of two-thirds of the Directors in office.

This Agreement is being entered into pursuant to Sections 5(c), 6(a), and 18(d) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved the Agreement.

JJE:DJR:GJW:BG:td

Attachments: Disclosure, Agreement, Exhibit A



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

LVVWD/SNWA/SSEA DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Information

Business Entity Type: Privately Held Corporation
Business Designation Group:
Number of Clark County Residents Employed: 17
Corporate/Business Entity Name: Lhoist North America of Arizona, Inc.
Doing Business As:
Street Address: 5600 Clearfork Main St 300
City, State, and Zip Code: Fort Worth, Texas 76109
Website:
Contact Name: Estelle Alberts
Contact Email: Estelle.ALBERTS@lhoist.com
Telephone No: (817) 732-8164
Fax No:

Nevada Local Business Information (if applicable)

Local Street Address: BMI Complex 450 South Fourth St
89015
Local Website:
Local Contact Name: Duane Surman
Local Contact Email: duane.surman@lhoist.com
Telephone No: (702) 565-8991
Fax No:

BUSINESS ENTITY OWNERSHIP LIST

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

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

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

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

Subsidiary Company Wholly own subsidiary of Lhoist North America, Inc

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

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

Names, Titles and Percentage Owned:

Full Name

Title

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

DISCLOSURE OF RELATIONSHIPS

Disclosure of Relationship/Ownership

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

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

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

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

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

Category A/B	Business Owner/Principal Name	LVVWD/SNWA/SSEA Employee/Official and Job Title	Business Owner/Official Relationship to LVVWD/SNWA/SSEA Employee/Official	LVVWD/SNWA/SSEA Employee's/Official's Department
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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: Ana Velasco TJ Danner
Signer Title: Project Engineer VP & GM
Signer Email: ana.velasco@lhoist.com tj.danner@lhoist.com
Signed Date: 7/8/2026
E-signed Acknowledgement: Yes

LVVWD/SNWA/SSEA Review

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

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

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

- Is the LVVWD/SNWA/SSEA representative listed above involved in the contracting/selection 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.

Gunson, Brent

Signature

Gunson, Brent

Senior Attorney
Print Name/Title

7/8/2026

Date

**AGREEMENT RELATING TO COLORADO RIVER CONTRACT RIGHTS OWNED
BY LHOIST NORTH AMERICA OF ARIZONA, INC.**

This Agreement Relating to Colorado River Contract Rights Owned by Lhoist North America of Arizona, Inc. ("Agreement"), is made and entered into as of the Effective Date (as such term is defined below) by Lhoist North America of Arizona, Inc., an Arizona corporation authorized to do business in Nevada (successor in interest to The Flintkote Company) ("LHOIST"), the Las Vegas Valley Water District, a political subdivision of the State of Nevada ("LVVWD"), and the Southern Nevada Water Authority, a political subdivision of the State of Nevada ("SNWA"), and together with LHOIST and LVVWD, the "Parties").

RECITALS

- A. LVVWD is statutorily authorized to distribute potable water within a service area that includes the City of Las Vegas, Nevada and portions of unincorporated Clark County, Nevada.
- B. SNWA is engaged in the acquisition, treatment, and wholesale distribution of water to water utilities in Clark County, Nevada, including, without limitation, LVVWD and the City of Henderson, Nevada ("City").
- C. LHOIST operates an industrial mineral processing facility within the Black Mountain Industrial Complex ("BMI Complex").
- D. City, a municipal corporation in Clark County, operates a public water system serving properties within its incorporated city boundaries as well as certain properties in unincorporated Clark County.
- E. The BMI Complex is an island of unincorporated Clark County, Nevada, completely enclosed within the contiguous boundary of City. As of the Effective Date, the industrial entities located within the BMI Complex (the "Producing Companies") are (1) LHOIST (2) EMD Acquisition LLC, a Nevada limited liability company, d/b/a Borman Specialty Materials (successor-in-interest to American Potash & Chemical Corporation), (3) Titanium Metals Corporation, a Delaware corporation, (successor-in-interest to Titanium Metals Corporation of America), and (4) Pioneer Americas LLC, a Delaware limited liability company, d/b/a Olin Chlor Alkali Products (successor-in-interest to Stauffer Chemical Company).
- F. Since the 1950s and until approximately July 1, 2022, Basic Water Company ("BWC") along with Basic Water Company SPE 1, LLC ("SPE") and their predecessors (collectively "Basic"), were engaged in the delivery of Colorado River water under the United States Department of Interior and Bureau of Reclamation Contract No. 14-06-300-2083, dated September 18, 1969, as amended ("1969 Water Rights Agreement"). BWC, The Producing Companies (or their predecessors in interest), the Colorado River Commission of Nevada ("CRC"), and the United States Bureau of Reclamation ("BOR") are all signatories to the 1969 Water Rights Agreement.

- G. The 1969 Water Rights Agreement authorized Basic to divert Colorado River water through Basic's intake facility at Saddle Island on Lake Mead, which was then conveyed through approximately 16.6 miles of pipelines and associated water infrastructure ("Basic Water Infrastructure") and redelivered to the Producing Companies, including LHOIST.
- H. In June 2022, in response to decreasing water levels at Lake Mead and Basic's failure to modify the Basic Water Infrastructure prior to that time to enable its continued operation, LVVWD and City executed an Interlocal Agreement (LVVWD Agreement No. 010231.0, dated June 23, 2022, "2022 ILA") authorizing City to temporarily supply potable water to Basic, with Basic then distributing this water to the BMI Complex service area for the Producing Companies, while Basic, the Producing Companies, SNWA, LVVWD, and City evaluated long-term solutions.
- I. Concurrent with the signing of the 2022 ILA, City and Basic executed the 2022 Water Service Contract (City contract number #26526, dated June 13, 2022, and subsequently amended on December 5, 2022) ("Water Service Agreement"). The Water Service Agreement authorized Basic to receive temporary potable water service from City. Basic would then redeliver the water to the Producing Companies, Nevada Environmental Response Trust ("NERT"), and Saguaro Power Company, A Limited Partnership whose assets were thereafter acquired by Nightpeak Energy and branded Saguaro Power ("Saguaro"), for use in the BMI Complex service area. Water supplied under the Water Service Agreement is used for the Producing Companies' industrial needs, Saguaro's industrial operations, NERT's remediation activities, and to meet fire protection and sprinkler system needs.
- J. On or about July 1, 2022, the surface elevation of Lake Mead fell below the operational level of Basic's intake. The Basic Water Infrastructure failed, and Basic terminated delivery of raw water to the Producing Companies. Subsequently, after the Producing Companies paid SNWA's standard connection fees, City began providing temporary potable water service to Basic under the 2022 Water Service Agreement for redelivery to the Producing Companies.
- K. On September 10, 2022, BWC and SPE, citing lost revenue from raw water sales impacting their ability to meet debt obligations, each filed for Chapter 11 bankruptcy protection in the United States Bankruptcy Court for the District of Nevada (Case Nos. BK-22-13252-MKN and BK-22-13253-MKN, respectively). These cases were later administratively consolidated by the court. Both companies sought to sell their assets, including the Basic Water Infrastructure, through their Chapter 11 plan.
- L. Basic's confirmed Chapter 11 plan calls for Basic to sell all its assets, including but not limited to the Basic Water Infrastructure, real property, right-of-way grants, easements, and assignment of certain state of Nevada and federal contracts (including the 1969 Water Rights Agreement), to Precision Castparts Corp. ("Precision") or Precision's assignee, Henderson Water Company, LLC ("HWC"). The bankruptcy court entered an order approving that plan on October 20, 2023, and the sale to Precision occurred in November 2023.

- M. Subject to the terms of this Agreement and in accordance with the terms of a Permanent ILA (as defined in Section 1, below), LVVWD is willing to authorize City to provide water to LHOIST, either directly or through HWC's Water Delivery System, to be used within the LHOIST Service Area (as defined in Section 1, below).

NOW, THEREFORE, in exchange for the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1 DEFINITIONS

The following initially capitalized terms are in addition to the terms defined elsewhere in this Agreement and shall have the meanings specified below unless the context otherwise requires:

1.1 "1969 Water Rights" means Colorado River water contract rights granted to the Producing Companies by BOR pursuant to Section 5 of the Boulder Canyon Project Act through the 1969 Water Rights Agreement.

1.2 "Assigned Water Rights" means Assigned Water Rights Type 1 and Assigned Water Rights Type 2.

1.3 "Assigned Water Rights Type 1" means fifty (50) acre-feet of LHOIST's 1969 Water Rights that LHOIST will convey to SNWA pursuant to this Agreement, which is the amount of LHOIST's expected annual water use within the LHOIST Service Area plus an amount of annual water use LHOIST reasonably believes sufficient for potential expansion of its existing or future operations within the LHOIST Service Area, including those of LHOIST's subsidiaries, joint ventures, partnerships or tenants within the LHOIST Service Area.

1.4 "Assigned Water Rights Type 2" means zero (0) acre-feet of LHOIST's 1969 Water Rights that LHOIST will convey to SNWA to hold for the benefit of LHOIST pursuant to this Agreement, which is the amount of annual water use that LHOIST reasonably believes sufficient for any real property that is located within the LHOIST Service Area and that, after the Effective Date, the fee title to which is conveyed by LHOIST to a third party.

1.5 "Effective Date" shall have the meaning ascribed to such term in Section 6.1, below.

1.6 "NRS" means Nevada Revised Statutes, as amended.

1.7 "Permanent ILA" means an interlocal agreement between LVVWD and City authorizing City to deliver water to LHOIST within the LHOIST Service Area for industrial and domestic purposes within LVVWD's service territory.

1.8 “Retained Water Rights” means (1) the balance of LHOIST’s 1969 Water Rights retained by LHOIST after assignment of the Assigned Water Rights to SNWA, and (2) any Assigned Water Rights that are reconveyed from SNWA back to LHOIST as provided herein.

1.9 “SNWA Boundary” shall include the contiguous boundary of Clark County, Nevada and any other county in Nevada in which SNWA owns water rights.

1.10 “LHOIST Service Area” means the parcel(s) within the BMI Complex owned by LHOIST as set forth in Exhibit A.

1.11 “Transfer” or “Transferred” means LHOIST’s disposition of any portion of the Retained Water Rights by any means including, without limitation, sale, lease, license, gift, foreclosure, or pledge, to any person, and also means any use of Retained Water Rights by LHOIST or LHOIST’s subsidiaries, joint ventures, affiliates, partnerships or tenants.

2 OBLIGATIONS OF LHOIST

2.1 Assignment. Prior to the effective date of a Permanent ILA, and as a condition precedent therefore, LHOIST shall assign the Assigned Water Rights to SNWA through an instrument the substance and form of which is acceptable to SNWA, CRC, and BOR, SNWA shall accept such assignment, and CRC and BOR shall approve and document the assignment.

2.2 Cooperation on Access Rights. LHOIST shall cooperate in good faith with SNWA and other necessary government agencies to provide such agencies with access rights as reasonably necessary for the continuing provision of water services and deliveries.

2.3 Restrictions on the Use and Transfer of Retained Water Rights. Any Transfer shall be performed in compliance with then-existing laws, regulations, orders, determinations or the like applicable to LHOIST's 1969 Water Rights. And use of any water rights Transferred within the SNWA Boundary or the service territories of its member agencies, is subject to all generally applicable SNWA or member-agency conservation-based Colorado River use restrictions (such as, for example, restrictions on use of Colorado River water for evaporative cooling, turfgrass, decorative fountains, and large swimming pools) existing as of the time of the Transfer and applicable within the place of use upon Transfer. To memorialize and give effect to the restrictions set forth herein, and as a condition precedent to the Permanent ILA and obtaining permanent water service from City, (i) LHOIST agrees to bind any transferee of the Retained Water Rights to the restrictions contained herein, and (ii) the Parties shall file a memorandum or copy of this Agreement containing the foregoing restrictions with the CRC and the BOR to be maintained in files pertinent to the Retained Water Rights such that any transferee or user, or prospective transferee or user, of all or any portion of the Retained Water Rights will have constructive notice of the foregoing restrictions. Notwithstanding anything to the contrary herein, the Parties agree that any such restrictions will not apply to the use by LHOIST or LHOIST’s subsidiaries, joint venturers, affiliates, partnerships, or tenants of any Assigned Water Rights within the LHOIST Service Area, including any Assigned Water Rights that revert to LHOIST pursuant to Section 3.3, nor to Retained Water Rights used to increase the capacity of existing or historical operations within the LHOIST Service Area. Provided LHOIST complies with the restrictions on the Transfer described herein, SNWA and LVVWD shall not object to any such Transfer.

3 OBLIGATIONS OF SNWA AND LVVWD

3.1 Permanent ILA and Nature of Relationship between Parties. In exchange for LHOIST's performance of obligations under this Agreement, SNWA and LVVWD shall make water available to LHOIST by SNWA providing wholesale water service to City in accordance with this agreement, and further, LVVWD shall enter into the Permanent ILA with City for City's retail redelivery to LHOIST. The Permanent ILA will provide that City has authority to serve LHOIST and LHOIST's subsidiaries, joint ventures, partnerships, tenants, transferees or assignees within the LHOIST Service Area water as a customer(s) of City in an area of unincorporated Clark County, Nevada, that would otherwise be served by LVVWD. LVVWD agrees that if City ever ceases to provide retail water service to LHOIST for any reason, LVVWD will cooperate with LHOIST and work to provide such retail water service within the LHOIST Service Area directly to LHOIST and LHOIST's subsidiaries, joint, ventures, partnerships, tenants, transferees and assignees. Subject to the foregoing, LHOIST acknowledges and agrees that (a) neither SNWA nor LVVWD will have any contractual or utility/customer relationship with LHOIST for delivery of water to LHOIST or LHOIST's subsidiaries, joint ventures, partnerships, tenants, transferees or assignees within the LHOIST Service Area, (b) SNWA shall under no circumstances be responsible for delivering water to LHOIST or LHOIST's subsidiaries, joint ventures, partnerships, tenants, transferees or assignees within the LHOIST Service Area, and (c) neither SNWA nor LVVWD shall be liable to LHOIST for any damages or losses incurred by LHOIST or others occasioned by any failure of City to provide water to LHOIST in a quantity or of a quality necessary for LHOIST's operations or those of LHOIST's subsidiaries, joint ventures, partnerships, tenants, transferees or assignees within the LHOIST Service Area.

3.2 License for LHOIST and/or HWC Diversion and Use of Assigned Water Rights. SNWA hereby grants an irrevocable license to LHOIST and HWC, as applicable, to divert from Lake Mead any portion of the Assigned Water Rights as may be authorized by BOR and to convey and use of any portion of the Assigned Water Rights for LHOIST's own operations in the LHOIST Service Area or those of LHOIST's subsidiaries, joint ventures, partnerships or tenants within the LHOIST Service Area; provided, however, that as conditions precedent for the exercise of any license rights hereunder, (i) LHOIST, HWC and BOR must be able to accurately account for LHOIST's and HWC's diversions and return flows, if any, through reliable metering or gauging devices, and LHOIST and HWC, as applicable, must provide monthly reports of the foregoing to LVVWD and the City, (ii) LHOIST shall provide not less than thirty (30) days written notice to SNWA, LVVWD, and City before undertaking any such diversions; (iii) LHOIST and HWC shall comply with all federal, state and local laws and regulations regarding the diversion, use and conveyance of the Assigned Water Rights, including water quality, treatment, and cross-connection of City's municipal supply and that provided by LHOIST or HWC; (iv) the amount of Assigned Water Rights to be delivered by the City or LVVWD in connection with retail water service will automatically be reduced by the amount of the diversion; and (v) LHOIST shall indemnify, defend (with counsel reasonably acceptable to LVVWD, SNWA and City), and hold harmless LVVWD, SNWA and City, and their respective agents, employees, representatives, contractors, officers, and board members (collectively and individually, the "Indemnitees") from and against any and all loss, damage, cause of action, claim, liability, cost, and expense (including without limitation reasonable attorneys' fees, expert witness fees and costs of litigation or

arbitration) suffered or incurred by or asserted against Indemnitees arising from or relating to LHOIST's or HWC's exercise of license rights hereunder.

3.3 LHOIST's Reversionary Interest. Should SNWA fail to provide wholesale water service to City despite the State of Nevada having access to not less than 270,000 acre feet of its basic apportionment of Colorado River water in a given year, and should SNWA's failure to provide wholesale water service to City result in City being unable to deliver some portion of the Assigned Water Rights to LHOIST or to LHOIST's subsidiaries, joint ventures, partnerships, or tenants, transferees or assignees, then upon LHOIST's written notice of default, and provided SNWA does not restore such service within thirty (30) days of LHOIST's written notice of default, LHOIST may require that SNWA reconvey to LHOIST, through an instrument the substance and form of which is acceptable to LHOIST, CRC, and BOR, the portion of the Assigned Water Rights impacted by the failure of wholesale water service to City for retail delivery to LHOIST, or to LHOIST's subsidiaries, joint ventures, partnerships, or tenants, transferees or assignees. The amount of Assigned Water Rights to be delivered by the City or LVVWD in connection with retail water service will automatically be reduced accordingly.

4 MUTUAL OBLIGATIONS OF THE PARTIES

4.1 Sale of LHOIST Service Area; Notice of Assigned Water Rights Type 2, and Additional Assigned Water Rights Type 2. In the event LHOIST conveys its fee ownership interest in all or any portion of the LHOIST Service Area to a third party that will require water service from the City, LHOIST shall provide notice to City and LVVWD of the volume of water that may be used such third party, which volume shall then be committed from the Assigned Water Rights Type 2 held by SNWA for the benefit of LHOIST. LVVWD shall enter into a permanent ILA authorizing City to serve any third parties receiving a commitment of Assigned Water Rights Type 2 as provided in this Agreement. In the event there are insufficient uncommitted Assigned Water Rights Type 2 to satisfy a given third-party's use, LHOIST agrees to convey to SNWA, and SNWA shall accept, Retained Water Rights in an amount sufficient to satisfy such third-party's use. The form and substance of such conveyance(s) shall be in a form agreed upon by the Parties and approved by CRC and BOR. The Parties acknowledge and agree that LHOIST shall have the right to negotiate and receive for itself the value of any commitment of Assigned Water Rights Type 2 with third parties and contract for their use of the same.

4.2 Sale of Retained Water Rights. If LHOIST considers a sale of any portion of the Retained Water Rights, LHOIST agrees to promptly notify and consult with SNWA regarding such sale.

4.3 Regional Connection Fee Refund; Future Regional Connection Fees. The Parties acknowledge and agree that LHOIST has undertaken certain measures to reduce its demand for water both prior to and after LHOIST paid SNWA's Regional Connection Charge ("RCC") that was assessed under the Water Service Agreement and necessary for LHOIST (through the Basic Water Infrastructure) to connect temporarily to City's water system. The Parties further agree that LHOIST will be refunded that portion of the RCC attributable to the volume of water LHOIST will ultimately not be using as a result of its permanently reduced demand for its operations at the LHOIST Service Area, as those operations exist as of the Effective Date, and that LHOIST will

not be required to pay an additional RCC to convert the temporary water service to permanent water service. To calculate the RCC for an existing unmetered user within a master metered system, it is first necessary to calculate the meter size or sizes required to serve such user. At the time of the RCC calculation for Basic Water, it was clear that certain Producing Companies, including LHOIST, were implementing changes that would reduce their water demand significantly and would effectively result in smaller or fewer required meters. Due to the urgency of the Producing Companies' water needs, the RCC was calculated based on historical data and it was agreed that a true-up calculation would be performed based upon post-improvement water demand when there was sufficient water use data. SNWA has now performed the true-up calculation, which reflects that LHOIST has substantially reduced its water demands and will refund to LHOIST the portion of the deposited RCC represented by the reduction in use within thirty (30) days of the Effective Date. Notwithstanding the foregoing, LHOIST acknowledges that LHOIST and/or LHOIST's subsidiaries, joint ventures, partnerships, tenants, transferees or assignees within the LHOIST Service Area, as applicable, will be required to pay any SNWA, City, and LVVWD connection fees and other charges, as applicable, in connection with any new service(s) or increased water use(s) above those for which RCC's within the LHOIST Service Area have already been paid.

4.4 WET Program Award. If expenses are not funded through any other third-party funding program, LHOIST may submit information in support of a potential award from SNWA's WET program for expenses related to reducing water use. SNWA will evaluate such requests in accordance with applicable program rules.

4.5 Agreement to Work Expeditiously to Acquire Required Consents and Agreements from Third Parties. The Parties acknowledge and agree that, to fulfill the terms of this Agreement and to memorialize the obligations herein, including, without limitation, the obligations found in Sections 2.1 and 2.3, the Parties, as appropriate, shall execute any associated assignments. The Parties further acknowledge that executing any associated assignments will require the consent and cooperation of multiple third parties, including, without limitation, CRC and BOR. The Parties may also be required to execute additional agreements or obtain other approvals from third parties. The Parties covenant to work expeditiously and in good faith to obtain agreements and consents with appropriate third parties.

4.6 Notice of Expansion of Operations. LHOIST shall provide SNWA, LVVWD and City written notice not less than 90 days prior to undertaking any expansion of operations or new uses in the LHOIST Service Area that will foreseeably lead to an increase in LHOIST's water use (or that of LHOIST's subsidiaries, joint ventures, partnerships or tenants operating within the LHOIST Service Area) to the extent such expansion of operations or new uses exceed those for which an RCC has been paid. In addition to payment of SNWA, City, and LVVWD connection fees and other charges, as applicable, relating to such new or expanded service(s) or water use(s) by LHOIST and/or LHOIST's subsidiaries, joint ventures, partnerships or tenants within the LHOIST Service Area), LHOIST shall, to the extent the Assigned Water Right Type I or II are insufficient to cover the new or expended uses, assign to SNWA Retained Water Rights in an amount sufficient to satisfy the new or expanded uses.

4.7 Costs and Damages Generally. The Parties agree that neither LVVWD nor SNWA shall have any obligation whatsoever to pay for LHOIST to (a) construct improvements that enable LHOIST to connect to the water facilities of City or HWC, or (b) operate, maintain, add to, survey, construct, reconstruct, modify, maintain, remove, repair and/or replace its own water delivery system, the water delivery system of HWC, or the water delivery system of City, to obtain or retain access to water service. If City determines that it will not provide water service to LHOIST, or if City decides to cease such service after water service has commenced, neither LVVWD nor SNWA shall be responsible or liable for any costs or damages associated with LHOIST's ability or that of LHOIST's subsidiaries, joint ventures, partnerships, tenants, transferees or assignees within the LHOIST Service Area to obtain continued access to water service.

4.8 Agreement with City. Contemporaneously with the execution of this Agreement, LHOIST agrees to enter into an agreement with City related to City's provision of water to LHOIST, either directly or through HWC's Water Delivery System, for use within the LHOIST Service Area.

5 INDEMNITY

5.1 LHOIST Indemnity. LHOIST shall indemnify, defend (with counsel reasonably acceptable to LVVWD and SNWA), and hold harmless LVVWD and SNWA and their agents, employees, representatives, contractors, officers, and board members (collectively and individually, the "Indemnitees") from and against any and all loss, damage, cause of action, claim, liability, cost, and expense (including without limitation reasonable attorneys' fees, expert witness fees and costs of litigation or arbitration) suffered or incurred by or asserted against Indemnitees arising from or relating to actions or inaction of City in providing City's water service to LHOIST, a LHOIST subsidiary, joint venture, partnership or tenant, or the use or distribution of such water by LHOIST or a LHOIST subsidiary, joint venture, partnership or tenant ("LHOIST's Indemnity"). LHOIST's Indemnity shall survive the expiration or earlier termination of this Agreement.

6 MISCELLANEOUS

6.1 Agreement Effectiveness, Term, and Termination. This Agreement shall become effective, and shall remain in effect until terminated by written agreement of the Parties, on the date the last of the following occurs (the "Effective Date"): (a) Board approval of this Agreement by both SNWA and LVVWD; (b) execution of this Agreement by the undersigned; and (c) Board approval and execution of the Permanent ILA by both LVVWD and City. Satisfaction of the foregoing conditions precedent (a) through (c), above, is required on or before December 31, 2026, to give effect to this Agreement, and the Parties shall have no rights or obligations whatsoever under this Agreement in the event the conditions precedent are not fully satisfied on or prior to December 31, 2026. Any Party may either send a notice to the other Parties that confirms the Effective Date or provide written confirmation that the conditions precedent were not satisfied (timely or otherwise) and therefore the Agreement never took effect and therefore the Parties have no rights or obligations whatsoever under this Agreement.

6.2 No Third-Party Beneficiaries. Except as expressly set forth herein (such as where City is indemnified), this Agreement is intended only to benefit the Parties and their successors-

in-interest, shall not be deemed to be for the benefit of any other entity or person other than a Party or that Party's successor-in-interest and does not create any rights, benefits or causes of action for any other person, entity, governmental agency, or member of the general public, including, without limitation, one of the other Producing Companies, City, CRC or BOR.

6.3 Independent Contractors. No Party is, nor will any Party be deemed to be, for any purpose, the agent, representative, contractor, subcontractor, or employee of the other by reason of this Agreement. Furthermore, the Parties do not intend to, and nothing contained in this Agreement shall, create any partnership, joint venture, agency, or other similar arrangement between the Parties.

6.4 Assignment. LHOIST shall not assign, transfer, convey or otherwise dispose of this Agreement or its right, title, or interest in or to the same, or any part thereof, without prior written consent of LVVWD and SNWA, which either LVVWD or SNWA may withhold in its sole discretion, provided such consent is not unreasonably withheld, conditioned, or delayed. Any attempted assignment in violation hereof shall be void and not merely voidable. No assignment is effective until after the assignee agrees in writing to assume all obligations and liabilities of the assignor under this Agreement and the other Parties consent in writing to such assignment. The terms, provisions, covenants, and conditions of this Agreement shall apply to, bind, and inure to the benefit of the Parties hereto, their successors and any permitted assigns.

6.5 Governing Law; Venue. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the substantive and procedural laws of the State of Nevada, without giving effect to its choice or conflicts of law provisions. All actions shall be initiated in a state or federal court located in Clark County, Nevada. Each Party agrees that it shall not initiate an action against any other Party in any other jurisdiction in connection with this Agreement. Each Party irrevocably agrees to submit and consents to the exclusive jurisdiction of the courts located in Clark County, Nevada over any dispute or matter arising under or in connection with this Agreement. The terms of this Section 6.5 shall survive termination of this Agreement.

6.6 No Waiver. No waiver by either Party of any right or obligation hereunder shall be effective unless in writing, provided by the Party's authorized representative, and delivered by the Party to be charged in accordance with Section 6.10 (Notices). The waiver of any right under this Agreement as to a particular transaction or occurrence shall not be deemed a waiver as to any future transaction or occurrence.

6.7 Amendment. This Agreement may be modified or amended only by a written instrument signed by the Parties with the same formality as this Agreement.

6.8 Other Agreements. Nothing contained herein shall be construed as affecting the Parties' respective duties to perform their respective obligations under other agreements, which obligations are and shall remain independent of the rights and obligations of the Parties under this Agreement.

6.9 Counterparts. The Parties may execute this Agreement in electronic form by AdobeSign and/or in one or more counterparts, each of which when so signed and delivered shall

be deemed an original, and all of which, when taken together, shall constitute one and the same Agreement. A facsimile, email or other electronic copy of a signature has the same legal effect as an originally drawn signature.

6.10 Notices. Each notice, invoice and other communication required under this Agreement must (a) be in writing, (b) be delivered personally, sent by certified mail (postage prepaid, return receipt requested), sent by electronic mail, or sent by a nationally recognized courier and (c) be addressed to a Party as set forth below:

If to LVVWD or SNWA:

Attention: Deputy General Manager, Engineering and Operations
1001 S. Valley View Boulevard
Las Vegas, NV 89153
Email: doa.ross@lvvwd.com

With a copy to:

Attention: General Counsel
1001 S. Valley View Boulevard
Las Vegas, NV 89153
Email: Greg.walch@lvvwd.com

If To LHOIST:

Attn: Vice President/General Manager, West Division
Lhoist North America of Arizona, Inc.
2475 Village View Drive
Suite 160
Henderson, NV 89074

With a copy to:

Attention: Legal Department
Lhoist North America, Inc.
5600 Clearfork Main Street
Suite 300
Fort Worth, Texas 76109

Each notice, invoice and other communication required under this Agreement shall be deemed to have been delivered (i) when delivered if delivered personally; (ii) on the date officially recorded as delivered (or delivery refused) according to the record of delivery if mailed by certified mail; (iii) upon transmittal to the email addresses set forth above; or (iv) on the date officially recorded as delivered (or delivery refused) according to the record of delivery if delivered by courier. Each Party may change its contact information for purposes of the Agreement by giving written notice

to the other Party in the manner set forth above. The terms of this Section 6.10 shall survive termination of this Agreement.

6.11 Headings; Cross References; Usage of Words. The section titles contained in this Agreement are used solely for convenience and do not constitute a part of this Agreement, nor should they be used to aid in any manner in the construction of this Agreement. All references in this Agreement to Sections and Subsections are to Sections and Subsections in this Agreement, unless otherwise specified. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural include the singular, and words in the singular include the plural and the masculine gender includes the feminine gender. Unless otherwise expressly stated, words not defined herein shall be given their common and ordinary meaning.

6.12 Interpretation. Each Party to this Agreement acknowledges that it has carefully reviewed this Agreement and that each fully understands and has participated in drafting its provisions, and, accordingly, the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party are not to be employed or used in any interpretation of this Agreement.

6.13 Severability. If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the Parties. Any invalid or unenforceable provision will be deemed severed from this Agreement, and the balance of this Agreement will be construed and enforced as if it did not contain the specifically invalid or unenforceable provision. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

6.14 Authority. Each Party represents that it has taken all actions necessary or advisable and proper to authorize this Agreement, the execution and delivery of it, and the performance contemplated in it. The individual(s) executing this Agreement on behalf of a Party state and acknowledge that she/he/they are authorized and empowered to do so on behalf of that Party.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

SNWA:

Southern Nevada Water Authority,
a political subdivision of the State of Nevada

By: _____

John J. Entsminger
General Manager

APPROVED AS TO FORM:

Brent Gunson

Gregory J. Walch
General Counsel

LVVWD:

Las Vegas Valley Water District,
a political subdivision of the State of Nevada

By: _____

John J. Entsminger
General Manager

APPROVED AS TO FORM:

Brent Gunson

Gregory J. Walch
General Counsel

LHOIST:

Lhoist North America of Arizona Inc.,
an Arizona Corporation

By: _____

Name: T S Danner

Title: Vice President & General Manager - West

Exhibit A

LHOIST Service Area

[Attached]

EXHIBIT A

AVENUE F

17812801003

17812401011

17812801004

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Google

NEVADA STATE PLANE COORDINATE SYSTEM - EAST ZONE (NAD83)



HENDERSON PLANT
CLARK COUNTY, NEVADA



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

July 16, 2026

Subject:
Agreement

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

Recommendations:

That the Board of Directors approve and authorize the General Manager to sign, in substantially the same form as attached hereto, an agreement among Pioneer Americas LLC, a Delaware limited liability company, d/b/a Olin Chlor Alkali Products and Vinyls, the Las Vegas Valley Water District, and the Authority addressing the assignment of a portion of Olin Chlor Alkali Products and Vinyls' Colorado River water rights to the Authority and the framework for permanent water service to Olin Corporation within the Black Mountain Industrial Complex.

Fiscal Impact:

If the above recommendation is approved, the Authority would be obligated to refund a portion of Olin Chlor Alkali Products and Vinyls' previously paid Regional Connection Charge based on a true-up calculation.

Background:

Pioneer Americas LLC d/b/a Olin Chlor Alkali Products and Vinyls (Olin) operates an industrial bleach production and chlor-alkali chemicals distribution facility within the Black Mountain Industrial Complex (BMI Complex), an island of unincorporated Clark County surrounded by the City of Henderson (City) within the Las Vegas Valley Water District (District) service territory. Since the 1950s, Colorado River water has been delivered to the BMI Complex industries, most recently through a 1969 contract with the Bureau of Reclamation, the Colorado River Commission of Nevada, Basic Water Company (Basic), and the producing companies at the BMI Complex (1969 Water Rights Agreement). On or about July 1, 2022, declining Lake Mead levels rendered Basic's intake inoperable, and Basic terminated raw water deliveries to the BMI Complex.

On June 23, 2022, the District and the City entered into an interlocal agreement authorizing the City to temporarily supply potable water to Basic for redelivery to the BMI Complex industries while a long-term solution was developed. In September 2022, Basic and its affiliates filed for Chapter 11 bankruptcy protection. On October 20, 2023, the bankruptcy court approved a plan liquidating Basic's assets, including the Basic water infrastructure, creating an immediate need for a long-term solution for Olin to receive permanent water service.

If approved, the attached Agreement Relating to Colorado River Contract Rights Owned by Olin Chlor Alkali Products and Vinyls (Agreement) includes the terms and conditions for the assignment of 400 acre-feet of Olin 1969 Water Rights to the Authority, which will cover Olin's expected operations and reasonable expansion within Olin-owned parcels in the BMI Complex (Olin Service Area), plus an additional 10 acre-feet held by the Authority for the benefit of any future third-party purchaser of portions of the Olin Service Area (the Assigned Water Rights). The Authority will grant Olin an irrevocable license to divert and use the Assigned Water Rights within

the Olin Service Area, subject to metering, accounting, and notice requirements. The Agreement also includes provisions for the Authority to refund a portion of Olin's previously paid Regional Connection Charge following a three-year audit of actual annual usage.

Olin shall also have the right to transfer up to 250 acre-feet of the balance of its rights under the 1969 Water Agreement (the Retained Water Rights) to Nightpeak Energy, Saguaro Power, or Thornbloom Power LLC (collectively, Nightpeak), within 6 months following the effective date of the Agreement and only for the purpose of allowing Nightpeak to continue its ongoing power generation and production. Any portion of the 250 acre-feet not transferred to Nightpeak within such period shall thereafter be subject to the terms of this Agreement, including specified water ownership restrictions covered in the Agreement.

In addition, this Agreement, brought before the District's Board of Directors on July 7, 2026, establishes the framework for the District to allow the City to provide permanent water service to Olin. The District will also enter into a permanent interlocal agreement with the City authorizing the City to provide retail water service to Olin within the Olin Service Area (Permanent ILA), which will be brought to the District's Board for separate approval.

The Agreement will become effective only upon (1) approval by both the Authority's and the District's Boards, (2) execution by all parties, (3) documentation of Authority ownership of the assigned water rights by the Bureau of Reclamation, and (4) District Board approval and execution of the Permanent ILA between the District and the City, which will be brought before the District Board at a later date. The Authority approval shall require an affirmative vote of two-thirds of the Directors in office.

This Agreement is being entered into pursuant to Sections 5(c), 6(a), and 18(d) of the SNWA 1995 Amended Cooperative Agreement. The office of the General Counsel has reviewed and approved the Agreement.

JJE:DJR:GJW:BG:td

Attachments: Disclosure, 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: Publicly Traded Corporation
Business Designation Group:
Number of Clark County Residents Employed: 19
Corporate/Business Entity Name: Pioneer Americas LLC
Doing Business As: d.b.a Olin Chlor Alkali Products and Vinyls
Street Address: 190 Carondelet Plaza, Suite 1530
City, State, and Zip Code: Clayton, MO 63105
Website: www.olin.com
Contact Name: Gilbert Doucet
Contact Email: gjdoucet@olin.com
Telephone No: (702) 250-8792
Fax No: olin corporation x7025640356

Nevada Local Business Information (if applicable)

Local Street Address: 350 4th Street
89015
Local Website: Olin Corporation
Local Contact Name: Gilbert Doucet
Local Contact Email: gjdoucet@olin.com
Telephone No: (702) 250-8792
Fax No: olin corporation x7025640356

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?

10

Number of Owners?

Names, Titles and Percentage Owned:

Full Name

Title

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

DISCLOSURE OF RELATIONSHIPS

Disclosure of Relationship/Ownership

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

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

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

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

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

Category A/B	Business Owner/Principal Name	LVVWD/SNWA/SSEA Employee/Official and Job Title	Business Owner/Official Relationship to LVVWD/SNWA/SSEA Employee/Official	LVVWD/SNWA/SSEA Employee's/Official's Department
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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: Gilbet Doucet
Signer Title: Operations Director
Signer Email: gjdoucet@olin.com
Signed Date: 6/24/2026
E-signed Acknowledgement: Yes

LVVWD/SNWA/SSEA Review

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

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

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

- Is the LVVWD/SNWA/SSEA representative listed above involved in the contracting/selection 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.

Gunson, Brent

Signature

Gunson, Brent

Senior Attorney
Print Name/Title

6/24/2026

Date

To Whom It Concern,
Below is the list of executives and directors for Pioneer Americas LLC.

Pioneer Americas LLC

Director – Ken Lane

Director – Angela Castle

Director – Todd Slater

Chief Executive Officer – Ken Lane

President – Deon Carter

VP & Treasurer – Teresa Vermillion

Vice President – Jerry Lebold

Vice President – Marc Ehrhardt

Secretary – Inchan Hwang

Assistant Secretary – Matt Martin

Assistant Secretary – Angela Castle

Assistant Treasurer – Ryan Eves

Please contact Gil Doucet (702-250-8792, gjdoucet@olin.com)

AGREEMENT RELATING TO COLORADO RIVER CONTRACT RIGHTS OWNED BY OLIN CHLOR ALKALI PRODUCTS AND VINYLs

This Agreement Relating to Colorado River Contract Rights Owned by Olin Chlor Alkali Products and Vinyls (“Agreement”), is made and entered into as of the Effective Date (as such term is defined below) by Pioneer Americas LLC, a Delaware limited liability company, d/b/a Olin Chlor Alkali Products and Vinyls (successor-in-interest to Stauffer Chemical Company) (“OLIN”), the Las Vegas Valley Water District, a political subdivision of the State of Nevada (“LVVWD”), and the Southern Nevada Water Authority, a political subdivision of the State of Nevada (“SNWA”), and together with OLIN and LVVWD, the “Parties”).

RECITALS

- A. LVVWD is statutorily authorized to distribute potable water within a service area that includes the City of Las Vegas, Nevada and portions of unincorporated Clark County, Nevada.
- B. SNWA is engaged in the acquisition, treatment, and wholesale distribution of water to water utilities in Clark County, Nevada, including, without limitation, LVVWD and the City of Henderson, Nevada (“City”).
- C. OLIN and/or its affiliate operates an industrial bleach production and chlor-alkali chemicals distribution facility within the Black Mountain Industrial Complex (“BMI Complex”).
- D. City, a municipal corporation in Clark County, operates a public water system serving properties within its incorporated city boundaries as well as certain properties in unincorporated Clark County.
- E. The BMI Complex is an island of unincorporated Clark County, Nevada, completely enclosed within the contiguous boundary of City. As of the Effective Date, the industrial entities located within the BMI Complex (the “Producing Companies”) are (1) OLIN, (2) EMD Acquisition LLC, a Nevada limited liability company, d/b/a Borman Specialty Materials (successor-in-interest to American Potash & Chemical Corporation), (3) Lhoist North America of Arizona Inc., an Arizona corporation, (successor-in-interest to The Flintkote Company), and (4) Titanium Metals Corporation, a Delaware corporation, (successor-in-interest to Titanium Metals Corporation of America) (“TIMET”).
- F. Since the 1950s and until approximately July 1, 2022, Basic Water Company (“BWC”) along with Basic Water Company SPE 1, LLC (“SPE”) and their predecessors (collectively “Basic”), were engaged in the delivery of Colorado River water under the United States Department of Interior and Bureau of Reclamation Contract No. 14-06-300-2083, dated September 18, 1969, as amended (“1969 Water Rights Agreement”). BWC, the Producing Companies (or their predecessors in interest), the Colorado River Commission of Nevada (“CRC”), and the United States Bureau of Reclamation (“BOR”) are all signatories to the 1969 Water Rights Agreement.

- G. The 1969 Water Rights Agreement authorized Basic to divert Colorado River water through Basic's intake facility at Saddle Island on Lake Mead, which was then conveyed through approximately 16.6 miles of pipelines and associated water infrastructure ("Basic Water Infrastructure") and redelivered to the Producing Companies, including OLIN.
- H. In June 2022, in response to decreasing water levels at Lake Mead and Basic's failure to modify the Basic Water Infrastructure prior to that time to enable its continued operation, LVVWD and City executed an Interlocal Agreement (LVVWD Agreement No. 010231.0, dated June 23, 2022, "2022 ILA") authorizing City to temporarily supply potable water to Basic, with Basic then distributing this water to the BMI Complex service area for the Producing Companies, while Basic, the Producing Companies, SNWA, LVVWD, and City evaluated long-term solutions.
- I. Concurrent with the signing of the 2022 ILA, City and Basic executed the 2022 Water Service Contract (City contract number #26526, dated June 13, 2022, and subsequently amended on December 5, 2022) ("Water Service Agreement"). The Water Service Agreement authorized Basic to receive temporary potable water service from City. Basic would then redeliver the water to the Producing Companies, Nevada Environmental Response Trust ("NERT"), and Saguaro Power Company, A Limited Partnership whose assets were thereafter acquired by Nightpeak Energy and branded Saguaro Power ("Saguaro"), for use in the BMI Complex service area. Water supplied under the Water Service Agreement is used for the Producing Companies' industrial needs, Saguaro's industrial operations, NERT's remediation activities, and to meet fire protection and sprinkler system needs.
- J. On or about July 1, 2022, the surface elevation of Lake Mead fell below the operational level of Basic's intake. The Basic Water Infrastructure failed, and Basic terminated delivery of raw water to the Producing Companies. Subsequently, after the Producing Companies paid SNWA's standard connection fees, City began providing temporary potable water service to Basic under the 2022 Water Service Agreement for redelivery to the Producing Companies.
- K. On September 10, 2022, BWC and SPE, citing lost revenue from raw water sales impacting their ability to meet debt obligations, each filed for Chapter 11 bankruptcy protection in the United States Bankruptcy Court for the District of Nevada (Case Nos. BK-22-13252-MKN and BK-22-13253-MKN, respectively). These cases were later administratively consolidated by the court. Both companies sought to sell their assets, including the Basic Water Infrastructure, through their Chapter 11 plan.
- L. Basic's confirmed Chapter 11 plan calls for Basic to sell all its assets, including but not limited to the Basic Water Infrastructure, real property, right-of-way grants, easements, and assignment of certain state of Nevada and federal contracts (including the 1969 Water Rights Agreement), to Precision Castparts Corp. ("Precision"), the parent company of TIMET, or Precision's assignee, Henderson Water Company, LLC ("HWC"). The bankruptcy court entered an order approving that plan on October 20, 2023, and the sale to Precision occurred in November 2023.

- M. Subject to the terms of this Agreement and in accordance with the terms of a Permanent ILA (as defined in Section 1, below), LVVWD is willing to authorize City to provide water to OLIN, either directly or through HWC's Water Delivery System, to be used within the OLIN Service Area (as defined in Section 1, below).

NOW, THEREFORE, in exchange for the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1 DEFINITIONS

The following initially capitalized terms are in addition to the terms defined elsewhere in this Agreement and shall have the meanings specified below unless the context otherwise requires:

1.1 "1969 Water Rights" means Colorado River water contract rights granted to the Producing Companies by BOR pursuant to Section 5 of the Boulder Canyon Project Act through the 1969 Water Rights Agreement.

1.2 "Assigned Water Rights" means Assigned Water Rights Type 1 and Assigned Water Rights Type 2.

1.3 "Assigned Water Rights Type 1" means 400 acre-feet of OLIN's 1969 Water Rights that OLIN will convey to SNWA pursuant to this Agreement, which is the amount of OLIN's expected annual water use within the OLIN Service Area plus an amount of annual water use OLIN reasonably believes sufficient for potential expansion of its existing or future operations within the OLIN Service Area, including those of OLIN's subsidiaries, joint ventures, partnerships or tenants within the OLIN Service Area.

1.4 "Assigned Water Rights Type 2" means 10 acre-feet of OLIN's 1969 Water Rights that OLIN will convey to SNWA to hold for the benefit of OLIN pursuant to this Agreement, which is the amount of annual water use that OLIN reasonably believes sufficient for any real property that is located within the OLIN Service Area and that, after the Effective Date, the fee title to which is conveyed by OLIN to a third party.

1.5 "Effective Date" shall have the meaning ascribed to such term in Section 6.1, below.

1.6 "NRS" means Nevada Revised Statutes, as amended.

1.7 "Permanent ILA" means an interlocal agreement between LVVWD and City authorizing City to deliver water to OLIN within the OLIN Service Area for industrial and domestic purposes within LVVWD's service territory.

1.8 “Retained Water Rights” means (1) the balance of OLIN’s 1969 Water Rights retained by OLIN after assignment of the Assigned Water Rights to SNWA, and (2) any Assigned Water Rights that are reconveyed from SNWA back to OLIN as provided herein.

1.9 “SNWA Boundary” shall include the contiguous boundary of Clark County, Nevada and any other county in Nevada in which SNWA owns water rights.

1.10 “OLIN Service Area” means the parcel(s) within the BMI Complex owned by OLIN as set forth in Exhibit A.

1.11 “Transfer” or “Transferred” means OLIN’s disposition of any portion of the Retained Water Rights by any means including, without limitation, sale, lease, license, gift, foreclosure, or pledge, to any person, and also means any use of Retained Water Rights by OLIN or OLIN’s subsidiaries, joint ventures, affiliates, partnerships or tenants.

2 OBLIGATIONS OF OLIN

2.1 Assignment. Prior to the effective date of a Permanent ILA, and as a condition precedent therefore, OLIN shall assign the Assigned Water Rights to SNWA through an instrument the substance and form of which is acceptable to SNWA, CRC, and BOR, SNWA shall accept such assignment, and CRC and BOR shall approve and document the assignment.

2.2 Cooperation on Access Rights. OLIN shall cooperate in good faith with SNWA and other necessary government agencies to provide such agencies with access rights as reasonably necessary for the continuing provision of water services and deliveries.

2.3 Restrictions on the Use and Transfer of Retained Water Rights. Any Transfer shall be performed in compliance with then-existing laws, regulations, orders, determinations or the like applicable to OLIN's 1969 Water Rights. And use of any water rights Transferred within the SNWA Boundary or the service territories of its member agencies, is subject to all generally applicable SNWA or member-agency conservation-based Colorado River use restrictions (such as, for example, restrictions on use of Colorado River water for evaporative cooling, turfgrass, decorative fountains, and large swimming pools) existing as of the time of the Transfer and applicable within the place of use upon Transfer. To memorialize and give effect to the restrictions set forth herein, and as a condition precedent to the Permanent ILA and obtaining permanent water service from City, (i) OLIN agrees to bind any transferee of the Retained Water Rights to the restrictions contained herein, and (ii) the Parties shall file a memorandum or copy of this Agreement containing the foregoing restrictions with the CRC and the BOR to be maintained in files pertinent to the Retained Water Rights such that any transferee or user, or prospective transferee or user, of all or any portion of the Retained Water Rights will have constructive notice of the foregoing restrictions. Notwithstanding anything to the contrary herein, the Parties agree that any such restrictions will not apply to the use by OLIN or OLIN’s subsidiaries, joint venturers, affiliates, partnerships, or tenants of any Assigned Water Rights within the OLIN Service Area, including any Assigned Water Rights that revert to OLIN pursuant to Section 3.3, nor to Retained Water Rights used to increase the capacity of existing or historical operations within the OLIN Service Area. Provided OLIN complies with the restrictions on the Transfer described herein, SNWA and LVVWD shall not object to any such Transfer.

2.4 Authorized Transfer to Nightpeak Only. Notwithstanding anything to the contrary in this Agreement, including without limitation Section 2.3 (Restrictions on the Use and Transfer of Retained Water Rights):

- (a) OLIN shall have the one-time right to Transfer up to two hundred fifty (250) acre-feet of Retained Water Rights (the “Nightpeak Water Rights”) solely and exclusively to Nightpeak Energy, Saguario Power, or Thornbloom Power LLC, but only if the entity acquiring the Nightpeak Water Rights, or an entity directly or indirectly controlling, controlled by, or under common control with such acquiring entity, owns or holds a valid written leasehold interest in the real property currently occupied by Saguario Power in the BMI Complex for Saguario Power’s existing or successor power-generation or related industrial operations. Nightpeak Energy, Saguario Power, or Thornbloom Power LLC, as applicable, is referred to herein as “Nightpeak”.
- (b) The Transfer of the Nightpeak Water Rights shall not be subject to the conservation-based Colorado River use restrictions set forth in Section 2.3, and OLIN shall not be required to (i) impose such restrictions on Nightpeak, or (ii) provide notice or recordation intended to bind Nightpeak to such restrictions; provided that the Transfer of the Nightpeak Water Rights is consummated within six (6) months following the Effective Date of this Agreement. Any portion of the 250 acre-feet not Transferred to Nightpeak within such period shall thereafter be subject to the terms of this Agreement, including Section 2.3.
- (c) For the avoidance of doubt, the authorization and exemption set forth in this Section 2.4 apply only to a Transfer of the Nightpeak Water Rights to Nightpeak that is consummated within the six (6)-month period described in Section 2.4(b). OLIN shall have no right under this Section 2.4 to Transfer the Nightpeak Water Rights, or any portion thereof, to any person or entity other than Nightpeak. Any portion of the 250 acre-feet not Transferred to Nightpeak within such six (6)-month period shall thereafter be subject to the terms of this Agreement, including Section 2.3.
- (d) As conditions to any Transfer of the Nightpeak Water Rights, OLIN shall provide SNWA and LVVWD, not less than thirty (30) days before the proposed Transfer, written notice identifying the proposed transferee and documentation reasonably demonstrating that the transferee, or an entity directly or indirectly controlling, controlled by, or under common control with such transferee, owns or holds a valid written leasehold interest in the real property currently occupied by Saguario Power in the BMI Complex for Saguario Power’s existing or successor power-generation. Any Transfer that does not satisfy the requirements of Section 2.4(a) shall not qualify for the exception set forth in this Section 2.4.
- (e) The Parties acknowledge and agree that the exception set forth in this Section 2.4 is limited to the one-time Transfer of the Nightpeak Water Rights for use in connection with power-generation or related industrial operations at the real property or leasehold premises currently occupied by Saguario Power in the BMI Complex. LVVWD and SNWA shall have no obligation to approve, support, or facilitate any future water service, transfer, assignment, successor use, change in place of use, or change in purpose of use associated

with the Nightpeak Water Rights unless the Nightpeak Water Rights continue to be used for power-generation at such real property or leasehold premises.

3 OBLIGATIONS OF SNWA AND LVVWD

3.1 Permanent ILA and Nature of Relationship between Parties. In exchange for OLIN's performance of obligations under this Agreement, SNWA and LVVWD shall make water available to OLIN by SNWA providing wholesale water service to City in accordance with this agreement, and further, LVVWD shall enter into the Permanent ILA with City for City's retail redelivery to OLIN. The Permanent ILA will provide that City has authority to serve OLIN and OLIN's subsidiaries, joint ventures, partnerships, tenants, transferees or assignees within the OLIN Service Area water as a customer(s) of City in an area of unincorporated Clark County, Nevada, that would otherwise be served by LVVWD. LVVWD agrees that if City ever ceases to provide retail water service to OLIN for any reason, LVVWD will cooperate with OLIN and work to provide such retail water service within the OLIN Service Area directly to OLIN and OLIN's subsidiaries, joint, ventures, partnerships, tenants, transferees and assignees. Subject to the foregoing, OLIN acknowledges and agrees that (a) neither SNWA nor LVVWD will have any contractual or utility/customer relationship with OLIN for delivery of water to OLIN or OLIN's subsidiaries, joint ventures, partnerships, tenants, transferees or assignees within the OLIN Service Area, (b) SNWA shall under no circumstances be responsible for delivering water to OLIN or OLIN's subsidiaries, joint ventures, partnerships, tenants, transferees or assignees within the OLIN Service Area, and (c) neither SNWA nor LVVWD shall be liable to OLIN for any damages or losses incurred by OLIN or others occasioned by any failure of City to provide water to OLIN in a quantity or of a quality necessary for OLIN's operations or those of OLIN's subsidiaries, joint ventures, partnerships, tenants, transferees or assignees within the OLIN Service Area.

3.2 License for OLIN and/or HWC Diversion and Use of Assigned Water Rights. SNWA hereby grants an irrevocable license to OLIN and HWC, as applicable, to divert from Lake Mead any portion of the Assigned Water Rights as may be authorized by BOR and to convey and use of any portion of the Assigned Water Rights for OLIN's own operations in the OLIN Service Area or those of OLIN's subsidiaries, joint ventures, partnerships or tenants within the OLIN Service Area; provided, however, that as conditions precedent for the exercise of any license rights hereunder, (i) OLIN, HWC and BOR must be able to accurately account for OLIN's and HWC's diversions and return flows, if any, through reliable metering or gauging devices, and OLIN and HWC, as applicable, must provide monthly reports of the foregoing to LVVWD and the City, (ii) OLIN shall provide not less than thirty (30) days written notice to SNWA, LVVWD, and City before undertaking any such diversions; (iii) OLIN and HWC shall comply with all federal, state and local laws and regulations regarding the diversion, use and conveyance of the Assigned Water Rights, including water quality, treatment, and cross-connection of City's municipal supply and that provided by OLIN or HWC; (iv) the amount of Assigned Water Rights to be delivered by the City or LVVWD in connection with retail water service will automatically be reduced by the amount of the diversion; and (v) OLIN shall indemnify, defend (with counsel reasonably acceptable to LVVWD, SNWA and City), and hold harmless LVVWD, SNWA and City, and their respective agents, employees, representatives, contractors, officers, and board members (collectively and individually, the "Indemnitees") from and against any and all loss, damage, cause of action, claim, liability, cost, and expense (including without limitation reasonable attorneys'

fees, expert witness fees and costs of litigation or arbitration) suffered or incurred by or asserted against Indemnitees arising from or relating to OLIN's exercise of license rights hereunder.

3.3 OLIN's Reversionary Interest. Should SNWA fail to provide wholesale water service to City despite the State of Nevada having access to not less than 270,000 acre feet of its basic apportionment of Colorado River water in a given year, and should SNWA's failure to provide wholesale water service to City result in City being unable to deliver some portion of the Assigned Water Rights to OLIN or to OLIN's subsidiaries, joint ventures, partnerships, or tenants, transferees or assignees, then upon OLIN's written notice of default, and provided SNWA does not restore such service within thirty (30) days of OLIN's written notice of default, OLIN may require that SNWA reconvey to OLIN, through an instrument the substance and form of which is acceptable to OLIN, CRC, and BOR, the portion of the Assigned Water Rights impacted by the failure of wholesale water service to City for retail delivery to OLIN, or to OLIN's subsidiaries, joint ventures, partnerships, or tenants, transferees or assignees. The amount of Assigned Water Rights to be delivered by the City or LVVWD in connection with retail water service will automatically be reduced accordingly.

4 MUTUAL OBLIGATIONS OF THE PARTIES

4.1 Sale of OLIN Service Area; Notice of Assigned Water Rights Type 2, and Additional Assigned Water Rights Type 2. In the event OLIN conveys its fee ownership interest in all or any portion of the OLIN Service Area to a third party that will require water service from the City, OLIN shall provide notice to City and LVVWD of the volume of water that may be used such third party, which volume shall then be committed from the Assigned Water Rights Type 2 held by SNWA for the benefit of OLIN. LVVWD shall enter into a permanent ILA authorizing City to serve any third parties receiving a commitment of Assigned Water Rights Type 2 as provided in this Agreement. In the event there are insufficient uncommitted Assigned Water Rights Type 2 to satisfy a given third-party's use, OLIN agrees to convey to SNWA, and SNWA shall accept, Retained Water Rights in an amount sufficient to satisfy such third-party's use. The form and substance of such conveyance(s) shall be in a form agreed upon by the Parties and approved by CRC and BOR. The Parties acknowledge and agree that OLIN shall have the right to negotiate and receive for itself the value of any commitment of Assigned Water Rights Type 2 with third parties and contract for their use of the same.

4.2 Sale of Retained Water Rights. If OLIN considers a sale of any portion of the Retained Water Rights, OLIN agrees to promptly notify and consult with SNWA regarding such sale.

4.3 Regional Connection Fee Refund; Future Regional Connection Fees. The Parties acknowledge and agree that OLIN has undertaken certain measures to reduce its demand for water both prior to and after OLIN paid SNWA's Regional Connection Charge ("RCC") that was assessed under the Water Service Agreement and necessary for OLIN (through the Basic Water Infrastructure) to connect temporarily to City's water system. The Parties further agree that OLIN will be refunded that portion of the RCC attributable to the volume of water OLIN will ultimately not be using as a result of its permanently reduced demand for its operations at the OLIN Service Area, as those operations exist as of the Effective Date, and that OLIN will not be required to pay

an additional RCC to convert the temporary water service to permanent water service. To calculate the RCC for an existing unmetered user within a master metered system, it is first necessary to calculate the meter size or sizes required to serve such user. At the time of the RCC calculation for Basic Water, it was clear that certain Producing Companies, including OLIN, were implementing changes that would reduce their water demand significantly and would effectively result in smaller or fewer required meters. Due to the urgency of the Producing Companies' water needs, the RCC was calculated based on historical data and it was agreed that a true-up calculation would be performed based upon post-improvement water demand when there was sufficient water use data. SNWA has now performed the true-up calculation, which reflects that OLIN has substantially reduced its water demands and will refund to OLIN the portion of the deposited RCC represented by the reduction in use within thirty (30) days of the Effective Date. Notwithstanding the foregoing, OLIN acknowledges that OLIN and/or OLIN's subsidiaries, joint ventures, partnerships, tenants, transferees or assignees within the OLIN Service Area, as applicable, will be required to pay any SNWA, City, and LVVWD connection fees and other charges, as applicable, in connection with any new service(s) or increased water use(s) above those for which RCC's within the OLIN Service Area have already been paid.

4.4 WET Program Award. If expenses are not funded through any other third-party funding program, OLIN may submit information in support of a potential award from SNWA's WET program for expenses related to reducing water use. SNWA will evaluate such requests in accordance with applicable program rules.

4.5 Agreement to Work Expeditiously to Acquire Required Consents and Agreements from Third Parties. The Parties acknowledge and agree that, to fulfill the terms of this Agreement and to memorialize the obligations herein, including, without limitation, the obligations found in Sections 2.1 and 2.3, the Parties, as appropriate, shall execute any associated assignments. The Parties further acknowledge that executing any associated assignments will require the consent and cooperation of multiple third parties, including, without limitation, CRC and BOR. The Parties may also be required to execute additional agreements or obtain other approvals from third parties. The Parties covenant to work expeditiously and in good faith to obtain agreements and consents with appropriate third parties.

4.6 Notice of Expansion of Operations. OLIN shall provide SNWA, LVVWD and City written notice not less than 90 days prior to undertaking any expansion of operations or new uses in the OLIN Service Area that will foreseeably lead to an increase in OLIN's water use (or that of OLIN's subsidiaries, joint ventures, partnerships or tenants operating within the OLIN Service Area) to the extent such expansion of operations or new uses exceed those for which an RCC has been paid. In addition to payment of SNWA, City, and LVVWD connection fees and other charges, as applicable, relating to such new or expanded service(s) or water use(s) by OLIN and/or OLIN's subsidiaries, joint ventures, partnerships or tenants within the OLIN Service Area), OLIN shall, to the extent the Assigned Water Right Type I or II are insufficient to cover the new or expanded uses, assign to SNWA Retained Water Rights in an amount sufficient to satisfy the new or expanded uses.

4.7 Costs and Damages Generally. The Parties agree that neither LVVWD nor SNWA shall have any obligation whatsoever to pay for OLIN to (a) construct improvements that enable

OLIN to connect to the water facilities of City or HWC, or (b) operate, maintain, add to, survey, construct, reconstruct, modify, maintain, remove, repair and/or replace its own water delivery system, the water delivery system of HWC, or the water delivery system of City, to obtain or retain access to water service. If City determines that it will not provide water service to OLIN, or if City decides to cease such service after water service has commenced, neither LVVWD nor SNWA shall be responsible or liable for any costs or damages associated with OLIN's ability or that of OLIN's subsidiaries, joint ventures, partnerships, tenants, transferees or assignees within the OLIN Service Area to obtain continued access to water service.

4.8 Agreement with City. Contemporaneously with the execution of this Agreement, OLIN agrees to enter into an agreement with City related to City's provision of water to OLIN, either directly or through HWC's Water Delivery System, for use within the OLIN Service Area.

5 INDEMNITY

5.1 OLIN Indemnity. OLIN shall indemnify, defend (with counsel reasonably acceptable to LVVWD and SNWA), and hold harmless LVVWD and SNWA and their agents, employees, representatives, contractors, officers, and board members (collectively and individually, the "Indemnitees") from and against any and all loss, damage, cause of action, claim, liability, cost, and expense (including without limitation reasonable attorneys' fees, expert witness fees and costs of litigation or arbitration) suffered or incurred by or asserted against Indemnitees arising from or relating to actions or inaction of City in providing City's water service to OLIN, a OLIN subsidiary, joint venture, partnership or tenant, or the use or distribution of such water by OLIN or a OLIN subsidiary, joint venture, partnership or tenant ("OLIN's Indemnity"). OLIN's Indemnity shall survive the expiration or earlier termination of this Agreement.

6 MISCELLANEOUS

6.1 Agreement Effectiveness, Term, and Termination. This Agreement shall become effective, and shall remain in effect until terminated by written agreement of the Parties, on the date the last of the following occurs (the "Effective Date"): (a) Board approval of this Agreement by both SNWA and LVVWD; (b) execution of this Agreement by the undersigned; and (c) Board approval and execution of the Permanent ILA by both LVVWD and City. Satisfaction of the foregoing conditions precedent (a) through (c), above, is required on or before December 31, 2026, to give effect to this Agreement, and the Parties shall have no rights or obligations whatsoever under this Agreement in the event the conditions precedent are not fully satisfied on or prior to December 31, 2026. Any Party may either send a notice to the other Parties that confirms the Effective Date or provide written confirmation that the conditions precedent were not satisfied (timely or otherwise) and therefore the Agreement never took effect and therefore the Parties have no rights or obligations whatsoever under this Agreement.

6.2 No Third-Party Beneficiaries. Except as expressly set forth herein (such as where City is indemnified), this Agreement is intended only to benefit the Parties and their successors-in-interest, shall not be deemed to be for the benefit of any other entity or person other than a Party or that Party's successor-in-interest and does not create any rights, benefits or causes of action for any other person, entity, governmental agency, or member of the general public, including, without limitation, one of the other Producing Companies, City, CRC or BOR.

6.3 Independent Contractors. No Party is, nor will any Party be deemed to be, for any purpose, the agent, representative, contractor, subcontractor, or employee of the other by reason of this Agreement. Furthermore, the Parties do not intend to, and nothing contained in this Agreement shall, create any partnership, joint venture, agency, or other similar arrangement between the Parties.

6.4 Assignment. OLIN shall not assign, transfer, convey or otherwise dispose of this Agreement or its right, title, or interest in or to the same, or any part thereof, without prior written consent of LVVWD and SNWA, which either LVVWD or SNWA may withhold in its sole discretion, provided such consent is not unreasonably withheld, conditioned, or delayed. Any attempted assignment in violation hereof shall be void and not merely voidable. No assignment is effective until after the assignee agrees in writing to assume all obligations and liabilities of the assignor under this Agreement and the other Parties consent in writing to such assignment. The terms, provisions, covenants, and conditions of this Agreement shall apply to, bind, and inure to the benefit of the Parties hereto, their successors and any permitted assigns.

6.5 Governing Law; Venue. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the substantive and procedural laws of the State of Nevada, without giving effect to its choice or conflicts of law provisions. All actions shall be initiated in a state or federal court located in Clark County, Nevada. Each Party agrees that it shall not initiate an action against any other Party in any other jurisdiction in connection with this Agreement. Each Party irrevocably agrees to submit and consents to the exclusive jurisdiction of the courts located in Clark County, Nevada over any dispute or matter arising under or in connection with this Agreement. The terms of this Section 6.5 shall survive termination of this Agreement.

6.6 No Waiver. No waiver by either Party of any right or obligation hereunder shall be effective unless in writing, provided by the Party's authorized representative, and delivered by the Party to be charged in accordance with Section 6.10 (Notices). The waiver of any right under this Agreement as to a particular transaction or occurrence shall not be deemed a waiver as to any future transaction or occurrence.

6.7 Amendment. This Agreement may be modified or amended only by a written instrument signed by the Parties with the same formality as this Agreement.

6.8 Other Agreements. Nothing contained herein shall be construed as affecting the Parties' respective duties to perform their respective obligations under other agreements, which obligations are and shall remain independent of the rights and obligations of the Parties under this Agreement.

6.9 Counterparts. The Parties may execute this Agreement in electronic form by AdobeSign and/or in one or more counterparts, each of which when so signed and delivered shall be deemed an original, and all of which, when taken together, shall constitute one and the same Agreement. A facsimile, email or other electronic copy of a signature has the same legal effect as an originally drawn signature.

6.10 Notices. Each notice, invoice and other communication required under this Agreement must (a) be in writing, (b) be delivered personally, sent by certified mail (postage prepaid, return receipt requested), sent by electronic mail, or sent by a nationally recognized courier and (c) be addressed to a Party as set forth below:

If to LVVWD or SNWA:

Attention: Deputy General Manager, Engineering and Operations
1001 S. Valley View Boulevard
Las Vegas, NV 89153
Email: doa.ross@lvvwd.com

With a copy to:

Attention: General Counsel
1001 S. Valley View Boulevard
Las Vegas, NV 89153
Email: greg.walch@lvvwd.com

If To OLIN:

Pioneer Americas LLC, a Delaware limited liability company, d/b/a Olin
Chlor Alkali Products and Vinyls
Attn: Gil Doucet
350 S Fourth Street
Henderson, NV 89015
GJDoucet@olin.com

With a copy to:

Attention: Dustin Manning
Olin Corporation
490 Stuart Road NE
Cleveland, TN 37312
Email: DJManning@olin.com

Each notice, invoice and other communication required under this Agreement shall be deemed to have been delivered (i) when delivered if delivered personally; (ii) on the date officially recorded as delivered (or delivery refused) according to the record of delivery if mailed by certified mail; (iii) upon transmittal to the email addresses set forth above; or (iv) on the date officially recorded as delivered (or delivery refused) according to the record of delivery if delivered by courier. Each Party may change its contact information for purposes of the Agreement by giving written notice to the other Party in the manner set forth above. The terms of this Section 6.10 shall survive termination of this Agreement.

6.11 Headings; Cross References; Usage of Words. The section titles contained in this Agreement are used solely for convenience and do not constitute a part of this Agreement, nor should they be used to aid in any manner in the construction of this Agreement. All references in this Agreement to Sections and Subsections are to Sections and Subsections in this Agreement, unless otherwise specified. When not inconsistent with the context, words used in the present tense

include the future tense, words in the plural include the singular, and words in the singular include the plural and the masculine gender includes the feminine gender. Unless otherwise expressly stated, words not defined herein shall be given their common and ordinary meaning.

6.12 Interpretation. Each Party to this Agreement acknowledges that it has carefully reviewed this Agreement and that each fully understands and has participated in drafting its provisions, and, accordingly, the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party are not to be employed or used in any interpretation of this Agreement.

6.13 Severability. If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the Parties. Any invalid or unenforceable provision will be deemed severed from this Agreement, and the balance of this Agreement will be construed and enforced as if it did not contain the specifically invalid or unenforceable provision. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

6.14 Authority. Each Party represents that it has taken all actions necessary or advisable and proper to authorize this Agreement, the execution and delivery of it, and the performance contemplated in it. The individual(s) executing this Agreement on behalf of a Party state and acknowledge that she/he/they are authorized and empowered to do so on behalf of that Party.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

SNWA:

Southern Nevada Water Authority,
a political subdivision of the State of Nevada

By: _____
John J. Entsminger
General Manager

APPROVED AS TO FORM:

Brent Gunson
Gregory J. Walch
General Counsel

LVVWD:

Las Vegas Valley Water District,
a political subdivision of the State of Nevada

By: _____
John J. Entsminger
General Manager

APPROVED AS TO FORM:

Brent Gunson
Gregory J. Walch
General Counsel

OLIN:

Pioneer Americas LLC, a Delaware limited liability company d/b/a
Olin Chlor Alkali Products and Vinyls

By: _____
Deon Carter
President

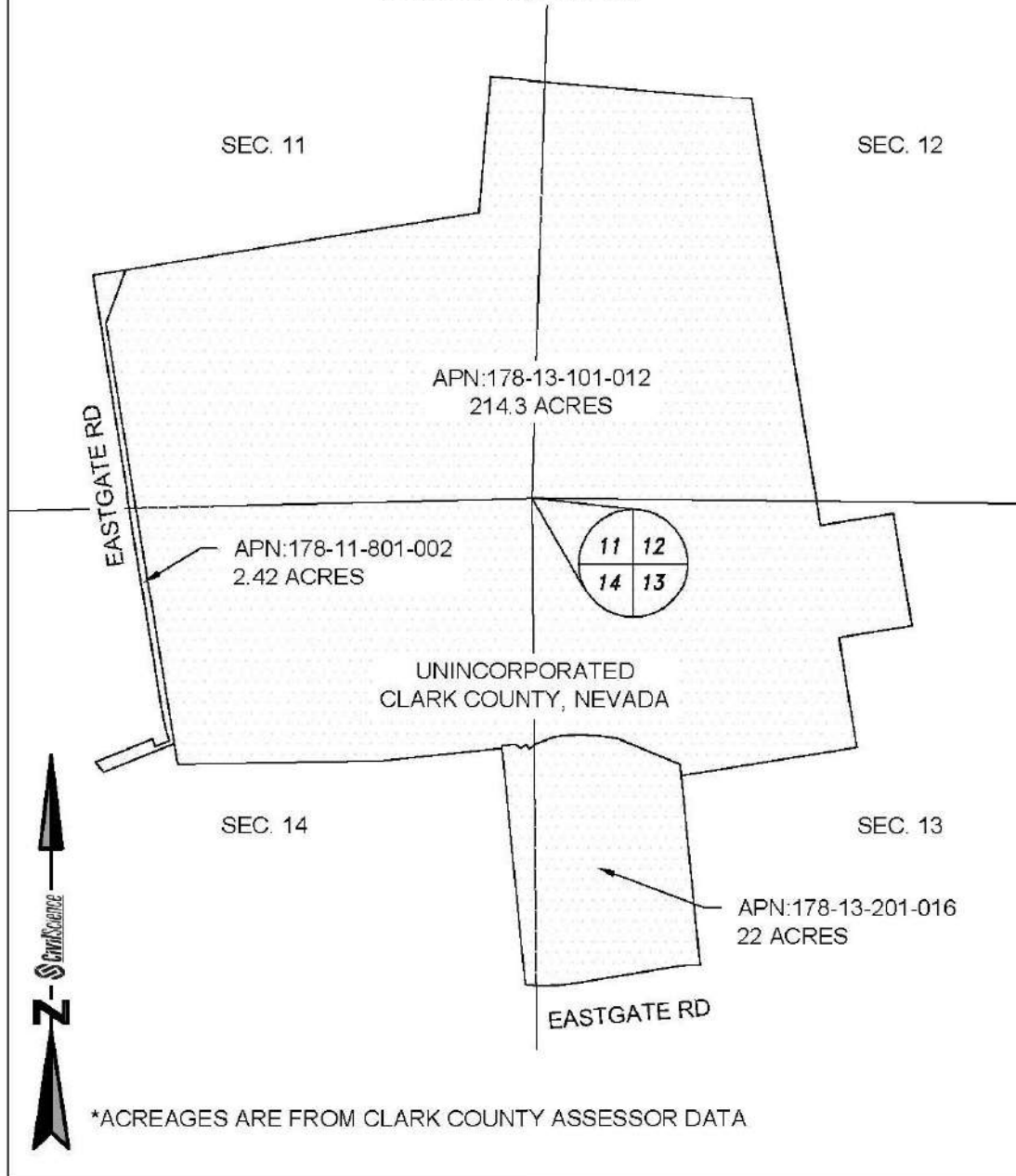
Exhibit A

OLIN Service Area

[Attached]

EXHIBIT "A"

SECTIONS 11, 12, 13 AND 14
TOWNSHIP 22 SOUTH, RANGE 62 EAST,
M.D.M., COUNTY OF CLARK, CITY OF
HENDERSON, NEVADA



*ACREAGES ARE FROM CLARK COUNTY ASSESSOR DATA

DRAFTED BY: EC SCALE: 1"=800'
CHECKED BY: DP DATE: 06/02/2026

IF23087.00

EXHIBIT A

PIONEER SERVICE AREA

PIONEER OF
AMERICAS, LLC

PAGE 1 OF 1

CivilScience
Engineers | Surveyors | Solutions
5800 W. SUNSET ROAD, SUITE 203
LAS VEGAS, NV 89118
702.344.2772

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

July 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 sign an agreement between Spring Valley Associates, LLC and the Authority for professional staffing services at the Authority's Northern Resources properties, for an amount not to exceed \$1,400,000 annually, for a three-year term with an option to renew for another three-year term.

Fiscal Impact:

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

Background:

Since 2007, Spring Valley Associates, LLC has provided professional services to the Authority for operations and maintenance of the Authority's Northern Resources properties and grazing allotments in White Pine and Lincoln counties. The current agreement was approved by the Board of Directors on September 17, 2020, and will expire on September 21, 2026.

This agreement is necessary to continue ranch operations, while accommodating increases in livestock populations and harvestable acreage. The agreement has an "Initial Period" of September 21, 2026, through December 31, 2026, intended to align with the primary three-year term with ranch operations. The expenditures will be prorated based on the annual not-to-exceed amount of \$1,400,000.

This agreement is being entered into pursuant to NRS 332.115(1)(b) and Section 6(j) of the SNWA 1995 Amended Cooperative Agreement. 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: Limited Liability Company
Business Designation Group: WBE
Number of Clark County Residents Employed: 0
Corporate/Business Entity Name: Spring Valley Associates LLC
Doing Business As:
Street Address: P.O. Box 86
City, State, and Zip Code: Garrison, UT 84728
Website: n/a
Contact Name: Kerri Wright
Contact Email: kwright_sva@yahoo.com
Telephone No: (775) 296-3634
Fax No:

Nevada Local Business Information (if applicable)

Local Street Address: 9783 S SR894
89301
Local Website: n/a
Local Contact Name: Kerri Wright
Local Contact Email: kwright_sva@yahoo.com
Telephone No: (775) 296-3634
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? 2

Names, Titles and Percentage Owned:

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
David Wright	Owner	49

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: Kerri Wright
Signer Title: Manager
Signer Email: kwright_sva@yahoo.com
Signed Date: 6/8/2026
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.

Petersen, Bernard
Signature

Petersen, Bernard
Ranch & Resources Division Manager
Print Name/Title

6/8/2026
Date

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES

This Agreement is made and entered into by and between SPRING VALLEY ASSOCIATES, LLC, a Utah limited liability company, hereinafter called "SVA," and the Southern Nevada Water Authority, a political subdivision of the State of Nevada, hereinafter called the "AUTHORITY." SVA and AUTHORITY are sometimes hereinafter referred to individually as "Party" and collectively as the "Parties." The term "AUTHORITY" also refers to staff of AUTHORITY acting within their designated authority and duties. The "Effective Date" is the date of last signature on this Agreement.

WITNESSETH:

WHEREAS, the AUTHORITY owns and operates several ranches comprised of approximately 24,000 acres in White Pine County and Lincoln County, Nevada. The ranches are currently operated to produce alfalfa, hay, and forage for cattle and sheep. Additionally, the AUTHORITY holds grazing permits that allow it to graze cattle and sheep on approximately 933,000 acres of federal land; and,

WHEREAS, the AUTHORITY staffs its ranch operations using a mix of AUTHORITY employees and non-AUTHORITY staff. The nature of ranching operations requires the availability of workers on a temporary or seasonal basis, as well as full-time specialists in agricultural operations who are employed by a staffing company; and,

WHEREAS, AUTHORITY desires to obtain professional staffing services for its ranch operations as more specifically described herein; and,

WHEREAS, SVA has been providing ranch staffing services since 2007 and is properly qualified and desires to provide the professional services required by AUTHORITY; and,

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

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

1. SCOPE OF SERVICES:

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

2. PERIOD OF PERFORMANCE:

This Agreement shall become effective as of the Effective Date and shall remain in effect for the "Initial Period," from September 21, 2026, through December 31, 2026, after which the Agreement shall continue for three years, with the option to renew for one additional, three-year period, unless terminated in accordance with the terms of this Agreement. During this period, SVA agrees to provide Services as required by AUTHORITY within the scope of this Agreement. Notice of AUTHORITY's

decision to renew the Agreement shall be given to SVA no later than 30 days prior to expiration of the Agreement.

3. COMPENSATION:

- 3.1. In consideration for completion of all duties and responsibilities under this Agreement, AUTHORITY agrees to pay SVA according to the terms and conditions, below.
- 3.2. SVA shall provide itemized bi-monthly invoices for Services performed during the previous two-week period. Invoices shall be submitted to AUTHORITY in accordance with the Notice provisions of this Agreement and must reference the name and Effective Date of the Agreement. A copy of any invoice received from subcontractors used by SVA shall be included.
- 3.3. SVA shall be compensated for the Services on a cost-plus-fixed-fee basis. The total yearly costs reimbursed under this Agreement shall not exceed the amount set forth in Paragraph 4, inclusive of the fixed management fee paid to SVA pursuant to Paragraph 3.4. Costs to be reimbursed pursuant to this Agreement shall be only the following (collectively, "Costs"):
 - 3.3.1. Labor costs for SVA full-time employee;
 - 3.3.2. Labor costs for SVA part-time, temporary and/or seasonal employees;
 - 3.3.3. Labor costs for H-2A temporary agricultural workers;
 - 3.3.4. Necessary insurance, including coverage or other costs associated with compliance with the Patient Protection and Affordable Care Act, 42 U.S.C. § 18001, et. seq.;
 - 3.3.5. Travel and associated daily subsistence expenses for H-2A temporary agricultural workers, as required by federal regulations;
 - 3.3.6. Meals and communications expenses for H-2A temporary agricultural workers, as required by federal regulations;
 - 3.3.7. Utilities for SVA employees and H-2A temporary agricultural workers housed in AUTHORITY-owned facilities;
 - 3.3.8. General and administrative expenses.
- 3.4. The fixed management fee paid to SVA for Services provided shall not exceed sixty thousand dollars (\$60,000) annually. For the Initial Term, the AUTHORITY shall pay SVA the pro-rated amount of the fixed management fee. The fixed management fee compensates SVA for the professional services provided pursuant to this Agreement, such as payroll processing; recruitment of SVA employees and temporary workers; H-2A program compliance; coordinating travel arrangements for H-2A temporary agricultural workers; budgeting and reporting as requested by the AUTHORITY; and administrative functions related to insurance and licensing processing for SVA employees and temporary workers.
- 3.5. Payment shall be made by the AUTHORITY based on the bi-monthly submission of bills by SVA which will include a detailed description of the Cost and be supported with accompanying invoices, bills, wage statements, etc., or other documentation as required by the AUTHORITY's Ranch & Resource Manager, signed by SVA and warranted as true and correct. Payment by the AUTHORITY will include an amount equal to the described reimbursable Costs plus the prorated monthly portion of the \$60,000 fixed management fee, which is five thousand dollars (\$5,000).

4. LIMITATION ON COSTS:

The total cost of Services provided and reimbursed Costs under this Agreement shall not exceed \$1,400,000.00 per year.

5. RESPONSIBILITIES OF SVA:

- 5.1. SVA shall appoint a Manager who will manage the performance of Services. All of the Services specified by this Agreement shall be performed by the Manager, or by SVA's associates and employees under the personal supervision of the Manager. Should the Manager, or any

employee of SVA be unable to complete his or her responsibility for any reason, SVA must obtain written approval by AUTHORITY prior to replacing him or her with another equally qualified person. If SVA fails to make a required replacement within 30 calendar days, AUTHORITY may terminate this Agreement.

- 5.2. SVA agrees that its officers and employees will cooperate with AUTHORITY in the performance of Services under this Agreement and will be available for consultation with AUTHORITY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- 5.3. SVA shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all Services furnished by SVA, its subcontractors and their principals, officers, employees and agents under this Agreement. In performing the Services, SVA shall follow practices consistent with generally accepted professional and technical standards.
- 5.4. It shall be the duty of SVA to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. SVA will not produce a work product which violates or infringes on any copyright or patent rights. SVA shall, without additional compensation, correct or revise any errors or omissions in its work products.
 - 5.4.1. Permitted or required approval by AUTHORITY of any products or services furnished by SVA shall not in any way relieve SVA of responsibility for the professional and technical accuracy and adequacy of its work.
 - 5.4.2. AUTHORITY's review, approval, acceptance, or payment for any of SVA's Services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and SVA shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to AUTHORITY caused by SVA's performance or failures to perform under this Agreement.
- 5.5. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by SVA for AUTHORITY relating to the Service and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by SVA to parties other than AUTHORITY shall become the property of AUTHORITY and shall be delivered to AUTHORITY's representative upon completion or termination of this Agreement, whichever comes first. SVA shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by AUTHORITY. AUTHORITY shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- 5.6. The rights and remedies of AUTHORITY provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Agreement.
6. RESPONSIBILITIES OF AUTHORITY:
 - 6.1. AUTHORITY agrees that its officers and employees will cooperate with SVA in the performance of the Services and will be available for consultation with SVA at such reasonable times with advance notice as not to conflict with other responsibilities.
 - 6.2. The Services performed by SVA under this Agreement shall be subject to review for compliance with the terms of this Agreement by AUTHORITY's Ranch and Resource Manager, Resources & Facilities or their designee. AUTHORITY's representative may delegate any or all of his/her responsibilities under this Agreement to appropriate staff members.
 - 6.3. AUTHORITY shall assist SVA in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the Services.
 - 6.4. SVA will not be responsible for accuracy of information or data supplied by AUTHORITY or other sources to the extent such information or data would be relied upon by a reasonably prudent SVA.

7. TRUTH-IN-NEGOTIATION CERTIFICATION:

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

8. INDEPENDENT CONTRACTOR:

The relationship of SVA to the AUTHORITY hereunder shall be that of an independent contractor as defined by NRS 616A.255 or Nevada state law, and nothing herein should be construed to imply an employer and employee relationship. SVA shall have complete control over its employees and the method of performing its Work under this Agreement. No permitted or required approval by the AUTHORITY of personnel, costs, documents or Services of SVA shall be construed as making the AUTHORITY responsible for the manner in which SVA performs its Services or for any acts, errors or omissions of SVA. Such approvals are intended only to give the AUTHORITY the right to satisfy itself with the quality of Services provided by SVA.

9. NO JOINT VENTURE:

Nothing herein shall be construed to imply a joint venture or principal and agent relationship between the AUTHORITY and SVA, and neither Party shall have any right, power or authority to create any obligation, expressed or implied, on behalf of the other.

10. EMPLOYEES:

SVA will have in its employ at all times a sufficient number of capable employees, as SVA employees and not AUTHORITY employees, to enable it to properly, adequately, safely, and economically perform Work as assigned. All matters pertaining to the SVA employees' hiring, supervision, compensation, promotion, and discharge are SVA's responsibility. SVA will coordinate with the AUTHORITY's Ranch & Resources Manager, Ranch Assistant Manager, Agriculture Foreman, or other AUTHORITY managers, as appropriate, to provide guidance on day-to-day tasks for SVA employees. SVA will fully comply with all applicable state and federal laws, ordinances, and regulations, including but not limited to, workers' compensation, employee safety, immigration, social security, federal tax withholding, unemployment insurance, hours of labor, wages, working conditions, and other employee/employer related subjects.

11. HOUSING:

When available, the AUTHORITY will provide housing located on AUTHORITY-owned properties for certain SVA employees at no cost to SVA or the SVA employees. The AUTHORITY will also provide housing for H-2A temporary agricultural workers at no cost to the workers or SVA. For those SVA employees that live in AUTHORITY-owned housing, then either: (1) SVA will be responsible for providing, or causing to be provided, insurance for the SVA employees' personal belongings, or (2) those SVA employees that live in AUTHORITY-owned housing will be personally responsible for providing their own insurance to cover their personal belongings. In the event that neither SVA nor its employees can obtain or refuse to obtain such insurance, SVA will require those employees to issue a signed release to the AUTHORITY waiving any and all claims against the AUTHORITY related to their personal belongings. The AUTHORITY will not reimburse SVA employees for housing costs.

12. INVITEES:

SVA will not allow any for-profit activities to be conducted on AUTHORITY properties that would involve invitees, including but not limited to, seminars, campouts, recreation activities, or operation of the AUTHORITY properties as a bed-and-breakfast.

13. WORKER SAFETY AND HEALTH PROGRAM:

13.1. Necessary vehicles, equipment, and tools will be provided by the AUTHORITY, will be maintained by the AUTHORITY, and shall remain property of the AUTHORITY while in use by SVA. SVA will be responsible for providing safety and operation training for the vehicles, equipment, and tools

provided by the AUTHORITY.

- 13.2. SVA shall implement a Worker Safety and Health Program that conforms to all federal, state, and local safety and health requirements and will appoint a dedicated safety representative to administer the program. SVA shall conduct New Employee Orientation that meets Nevada's Workplace Safety Rights and Responsibilities requirements and maintain the appropriate documentation. SVA shall maintain employee training records and make them available to the AUTHORITY upon request.
- 13.3. SVA will ensure vehicles, equipment and tools are in safe working condition by conducting pre-use and serviceability inspections and will notify the AUTHORITY's Ranch & Resource Manager of any issues identified. Unserviceable vehicles, equipment and tools will not be used until repaired or replaced. SVA will only allow workers to operate or use vehicles, equipment, and tools for which they have received proper training. SVA will immediately notify the AUTHORITY's Ranch & Resource Manager of identified hazards associated with facilities, equipment, tools, or ongoing activities.
- 13.4. SVA will not make modifications to AUTHORITY-owned vehicles, equipment, or tools and will not use these items to perform tasks for which they were not designed.
- 13.5. SVA shall promptly notify the AUTHORITY's Ranch & Resource Manager of injuries and illnesses related to its employees.
- 13.6. SVA shall provide the AUTHORITY copies of injury and illness logs monthly and the OSHA 300 Summary annually.

14. INTERPRETATION:

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

15. CONFLICT OF INTEREST:

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

16. PROHIBITION AGAINST COMMISSION FOR OBTAINING AGREEMENT:

SVA 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 SVA paid or agreed to pay any person, company, corporation, individual or firm other than a partner or bona fide employee, any fee, commission, contribution, donation, percentage, gift, or any other consideration, contingent upon or resulting from award of this Agreement. For any breach or violation of this warranty, AUTHORITY shall have the right to terminate this Agreement without liability, or at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration and any other damages.

17. PROHIBITION AGAINST INTEREST BY GOVERNMENT EMPLOYEES:

- 17.1. No officer, employee, or member of the governing body of AUTHORITY shall (1) participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested or (2) have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- 17.2. SVA represents that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services required to be performed under this Agreement. SVA further covenants that in the performance of said Services, no person having any such interest shall be employed.
- 17.3. No member of, delegate to, or officer or employee of the legislative, executive or judicial branches of the government of the United States, of the State of Nevada or any of its political subdivisions shall be entitled to any share or part hereof or to any benefit to arise therefrom.

18. INDEMNIFICATION:

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

19. INSURANCE:

19.1. General:

- 19.1.1. SVA shall not commence any Work under this Agreement until SVA obtains, at its own expense, all insurance as required in this section; however, failure to obtain all insurance shall not relieve SVA of its obligations under this Agreement. The types of insurance to be obtained by SVA are Workers' Compensation, Employers' Liability, Automobile Liability, and Commercial General Liability as outlined in the following portions of this section.
- 19.1.2. The Workers' Compensation, Employers' Liability, and Automobile Liability insurance shall be maintained in force for the full term of the Agreement.
- 19.1.3. These insurance provisions are in addition and cumulative to any other right of indemnification or contribution that the AUTHORITY may have in law, in equity, or otherwise and shall survive the termination of this Agreement.
- 19.1.4. Nothing contained in these insurance requirements is to be construed as limiting the extent of SVA's total responsibility for payment of claims arising in whole or in part from the actions of a third party when such actions might be taken as a result of SVA's operations under this Agreement.
- 19.1.5. At the time of executing this Agreement and before commencement of the Work, SVA shall have delivered to the AUTHORITY certificates of insurance and endorsements that attest to the fact that SVA has obtained the insurance as specified in this Agreement.

19.2. Other Insurance:

- 19.2.1. All insurance provided by SVA shall be considered primary with respect to the AUTHORITY's insurance, and any similar insurance maintained by the AUTHORITY shall be considered excess and non-contributory.
- 19.2.2. SVA's Workers' Compensation insurance shall be written with a property and casualty insurance company admitted to conduct business in the State of Nevada and rated A- or better and Class V or higher of financial size category in the current issue of Best's Key Rating Guide.
- 19.2.3. SVA's Automobile Liability and Commercial General Liability insurance shall be written with property and casualty insurance companies admitted to conduct business in the State of Nevada and rated A- or better and Class VIII or higher of financial size category in the current issue of Best's Key Rating Guide.
- 19.2.4. In the event any of SVA's insurance companies are not admitted to write business in the State of Nevada, then SVA will furnish evidence of insurance with insurance companies

that are rated A- or better and Class IX or higher of financial size category in the current issue of Best's Key Rating Guide for each coverage written with a non-admitted carrier.

- 19.2.5. The Certificate of Insurance and related endorsements must be satisfactory to the AUTHORITY as to form and content and must comply with all insurance requirements as set forth herein, or the certificate and endorsements may be rejected and thereby, at the option of the AUTHORITY, render this Agreement cancelable.
- 19.2.6. All endorsements are to be dated, reflect the name of the insurance company, the type of insurance, and the policy number; be executed by a duly authorized representative of the insurance company; and be attached to the certificate.
- 19.2.7. The full legal operating names of SVA and insurance carrier shall be properly shown where applicable.
- 19.2.8. The cancellation section of the certificate is to be amended to provide thirty (30) days written notice of cancellation and initialed by the Agent.
- 19.2.9. By endorsement (I.S.O. Forms CG 20 10 07 04 and CA 20 48 02 99, or equivalent), the AUTHORITY shall be included as an additional insured under the Commercial General Liability and Automobile Liability insurance policies as to bodily injury, sickness, disease, or death, personal injury, damage to or destruction of the property or persons which may arise out of or in connection with activities under the Agreement. SVA's insurance shall be primary with respect to the additional insureds; any insurance coverage maintained by the AUTHORITY shall be in excess of SVA's insurance and non-contributing.
- 19.2.10. By endorsement (I.S.O. Form CG 24 04 10 93 or its equivalent), SVA's Commercial General Liability, Automobile Liability and Workers' Compensation Insurance carriers shall waive their transfer rights of recovery (Waiver of Subrogation) against the AUTHORITY, its members and affiliated companies, successors or assignees, including their directors, officers, and employees individually and collectively.
- 19.2.11. The additional insured and waiver of subrogation endorsements shall read as follows:
The Southern Nevada Water Authority, its members, and affiliated companies, successors, or assigns, including their directors, officers, and employees individually and collectively, when acting within the scope of their employment are additional insureds. Insurer waives all rights to subrogation.
- 19.2.12. If **SVA** fails to procure and/or maintain insurance set forth herein, in addition to other rights or remedies, the AUTHORITY shall have the right, if the AUTHORITY so chooses, to procure and/or maintain the said insurance for and in the name of SVA with the AUTHORITY as an Additional Insured, and SVA shall pay the cost thereof and shall furnish all necessary information to make effective and/or maintain such insurance. In the event SVA fails to pay the cost, the AUTHORITY hereby has the right to offset any premiums from the compensation set forth in this Agreement and directly pay for such coverage.
- 19.2.13. With respect to any and all insurance required under this Agreement, the deductible shall not exceed fifty thousand dollars (\$50,000), unless otherwise agreed to by the AUTHORITY or the AUTHORITY'S Risk Management Division.
- 19.2.14. SVA shall deliver all required evidence of insurance within 10 days of the Effective Date of Agreement and within 10 business days of any request of AUTHORITY to RiskManagement.Department@lvvwd.com.

19.3. INSURANCE COVERAGES:

19.3.1. Workers' Compensation and Employers' Liability Insurance:

SVA shall procure and maintain such insurance and see that its subcontractors purchase and maintain such insurance as is required under the Nevada Industrial Insurance Act, Nevada Revised Statutes Chapters 616 and 617, for all of its employees working on the project to protect the AUTHORITY from any industrial insurance claims.

In the event any class of employees engaged in any Work on the project relative to this Agreement is not protected under the Nevada Industrial Insurance Act, then SVA shall provide to the AUTHORITY adequate insurance coverage in a form and by an insurance carrier satisfactory to the AUTHORITY for the protection of such employees.

In the event SVA is permissibly self-insured for Workers' Compensation insurance in the State of Nevada, SVA shall deliver to the AUTHORITY a copy of the Certificate of Consent to Self Insure issued by the State of Nevada.

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

19.3.2. Commercial General Liability Insurance:

SVA shall procure and maintain Commercial General Liability insurance coverage. The coverage under this policy shall include, but not be limited to, commercial general liability, protective liability, blanket contractual liability, and broad-form property damage with limits of \$1,000,000 per occurrence, and \$1,000,000 annual aggregate. The amount of coverage shall apply to bodily injury, sickness, disease or death, personal injury, damage to or destruction of the property of persons that may arise out of or in connection with the activities under this Agreement.

19.3.3. Automobile Liability Insurance:

SVA shall procure and maintain, at its own expense, automobile liability insurance with a limit of \$1,000,000, written on a combined-single-limit basis for bodily injury and property damage including all owned, leased, hired, or non-owned motorized vehicles and apparatus and shall indicate these coverages on the certificate.

19.4. It is SVA's sole responsibility to ascertain that the aforementioned insurance requirements are fulfilled. In the event they are not, SVA shall not be relieved of its duty to perform, indemnify, defend, and hold harmless the AUTHORITY and all others concerned herein, nor shall the AUTHORITY and all concerned herein be liable to SVA or any others in the event SVA's insurance, as accepted by the AUTHORITY, fails to meet the full requirements herein.

20. TERMINATION:

Either Party may terminate this Agreement on 30 days prior written notice. In the case of termination by the AUTHORITY, the AUTHORITY shall pay SVA for all Services performed to the effective date of termination and the reasonable costs of transferring all documentation of all Services to AUTHORITY.

21. CONFIDENTIALITY AND RELEASE OF INFORMATION:

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

AUTHORITY and SVA recognize AUTHORITY's duties under the Nevada Public Records Act and do not, by this Agreement, intend to alter AUTHORITY's duties thereunder or to require AUTHORITY to do, or refrain from doing, anything contrary to the Nevada Public Records Act. AUTHORITY's Office of General Counsel shall be permitted to make an independent determination as to whether any document or record marked "confidential" is confidential or is a public record, pursuant to the Nevada Public

Records Act. If AUTHORITY's Office of General Counsel determines that any document or record supplied by SVA and marked "confidential" is determined to be a public record AUTHORITY may disclose that document or record to the extent required by the Nevada Public Records Act with prior notice to SVA. Upon receipt of any request for Confidential Information, this Agreement, or any part thereof, the AUTHORITY will promptly forward the request to SVA and work with SVA in good faith to minimize the extent of the disclosure to the extent requested by SVA and permitted by the Nevada Public Records Act.

Further, SVA shall make public information releases only as provided for and in accordance with this Agreement. Any and all other public releases of information gathered, obtained, or produced during the performance of this Agreement must be specifically approved in writing by AUTHORITY prior to release. Such information shall include, but is not limited to, all products, intellectual property, Work Product, ideas, data, reports, background materials, and any and all other materials belonging to AUTHORITY. Such public releases of information shall include, but are not limited to, publication in any book, newspaper, magazine, professional or academic journal, the Internet, radio, television, and presentations to professional, academic, and/or other groups or conferences.

22. USE OF MATERIALS:

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

23. DATA PRIVACY AND SECURITY:

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

24. RECORDS:

SVA shall retain financial, employment and other records related to this Agreement for six years after the completion or termination of this Agreement, and shall make available to AUTHORITY for inspection, all books, records, documents, and other evidence directly pertinent to performance under this Agreement upon reasonable notice. For documents subject the H-2A Temporary Agriculture Worker program regulations, SVA shall retain applicable documents for three years or otherwise in accordance with applicable law.

25. ASSIGNMENT:

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

26. SEVERABILITY:

If any term of this Agreement is to any extent illegal, invalid, or unenforceable, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms of this Agreement shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this Paragraph should materially and adversely affect the economic substance of the transactions contemplated in this Agreement, the Party adversely impacted shall be entitled to compensation for such adverse impact.

27. NON-DISCRIMINATORY EMPLOYEE PRACTICES:

27.1. SVA shall not employ discriminatory practices in the provision of Services, employment of personnel, or in any other respect on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, or national origin.

27.2. No person in the United States shall, on the grounds of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

27.3. SVA will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, or national origin. SVA shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, or national origin. This non-discrimination provision shall include, but not be limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. SVA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause.

27.4. SVA will, in all solicitations or advertisements for employees placed by or on behalf of SVA, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, or national origin.

27.5. SVA will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers representatives of SVA's commitment under this provision and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

27.6. SVA and any subcontractor working under the authority of SVA, who is responsible for the selection, referral, hiring, or assignment of workers for the Services provided pursuant to this Agreement, is required to comply with all applicable provisions of Title VII of the Civil Rights Act of 1964, Age Discrimination in Employment Act, the Civil Rights Act of 1991, the Equal Pay Act,

Title I of the Americans with Disabilities Act and all associated rules and regulations.

27.7. SVA recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other protected status, the AUTHORITY may declare SVA in breach of the Agreement, terminate the Agreement, and designate SVA as non-responsible.

28. EQUAL EMPLOYMENT OPPORTUNITY:

28.1. SVA and any subcontractor working under the authority of SVA, who is responsible for the selection, referral, hiring, or assignment of workers for the Services provided pursuant to this Agreement, is required to comply with all applicable provisions of Title VII of the Civil Rights Act of 1964. This requirement includes compliance with Equal Employment Opportunity Commission regulations that prohibit discrimination based upon race, color, religion, sex, or national origin. Furthermore, SVA shall in all relevant manners comply with the Age Discrimination in Employment Act, the Civil Rights Act of 1991, the Equal Pay Act, and Title I of the Americans with Disabilities Act.

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

29. APPLICABLE LAW:

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

30. VENUE:

The Parties agree that venue for any dispute arising from the terms of this Agreement shall be Clark County, Nevada.

31. ATTORNEY'S FEES:

Except as otherwise set forth in this Agreement, the Parties shall bear their own attorneys' fees and costs incurred in resolving claims, as well as in the preparation of this Agreement. In the event that any Party commences an action to enforce or interpret this Agreement, or for any other remedy based on or arising from this Agreement, the prevailing party therein shall be entitled to recover its reasonable and necessary attorneys' fees and costs incurred. For purposes of this provision, the "prevailing party" shall be that Party which has been successful with regard to the main issue, even if that Party did not prevail on all issues.

32. NO THIRD-PARTY RIGHTS:

This Agreement is not intended by the Parties to create any right in or benefit to parties other than AUTHORITY and SVA. This Agreement does not create any third-party beneficiary rights or causes of action.

33. WAIVER:

The failure of either Party to enforce at any time, or for any period of time, the provisions hereof shall not be construed as a waiver of such provisions or of the rights of such Party to enforce each and every such provision.

34. CAPTIONS:

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

35. COUNTERPARTS:

This Agreement may be executed in any number of counterparts and by the different Parties on separate counterparts, each of which, when so executed, shall be deemed an original, and all counterparts together shall constitute one and the same instrument.

36. INTEGRATION:

This Agreement contains the entire understanding between the Parties relating to the transactions contemplated by this Agreement, notwithstanding any previous negotiations or agreements, oral or written, between the Parties with respect to all or any part of the subject matter hereof. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, regarding the subject matter of this Agreement are merged in this Agreement and shall be of no further force or effect.

37. NOTICES:

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

To SVA:

SPRING VALLEY ASSOCIATES
Attention: Kerri Wright
PO Box 150083
Ely, NV 89315
kwright_sva@yahoo.com

To AUTHORITY:

Southern Nevada Water Authority
Attention: Ranch and Resources Manager
1001 South Valley View Boulevard
Las Vegas, Nevada 89153
bernard.petersen@snwa.com
FAX: 775-591-0480

With copy to:
(excluding invoices)

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

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

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

38. AMENDMENT:

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

39. AUDITS:

The performance of this Agreement by SVA is subject to review by AUTHORITY to ensure contract compliance at the discretion of AUTHORITY. SVA agrees to provide AUTHORITY any and all information requested that relates to the performance of this Agreement. All requests for information

will be in writing to SVA. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of contract and be cause for suspension and/or termination of the Agreement.

40. SURVIVAL:

Subject to the limitations and other provisions of this Agreement, the obligations contained in: (a) Paragraph 39 (Audits) of this Agreement will survive the expiration or earlier termination of this Agreement for a period of 12 months after such expiration or termination; and, (b) Paragraphs 18 (Indemnification), 21 (Confidentiality and Release of Information), 23 (Data Privacy and Security), 29 (Applicable Law), 30 (Venue), and 31 (Attorney's Fees) of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, will survive the expiration or earlier termination of this Agreement indefinitely.

41. COMPANIES THAT BOYCOTT ISRAEL:

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

42. ELECTRONIC SIGNATURES:

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

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

SPRING VALLEY ASSOCIATES

SOUTHERN NEVADA WATER AUTHORITY

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

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

July 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 item 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.