

**AGREEMENT BETWEEN
GREEN CHIPS dba IMPACT NV AND CITY OF NORTH LAS VEGAS IN SUPPORT OF
INCREASING TREE CANOPY/EQUITY IN NEVADA**

This Agreement Between Green Chips dba Impact NV and City of North Las Vegas in Support of Increasing Tree Canopy/Equity in Nevada (“Agreement”) is made and entered into this day of _____, 2023 (“Effective Date”), by and between Green Chips, dba ImpactNV, a Nevada 501(c)(3) non-profit corporation (“ImpactNV”), whose principal place of business is 6675 S Tenaya Way, Suite 200, Las Vegas, NV 89113, and City of North Las Vegas, a Nevada municipal corporation (“Partner” or “City”), whose principal place of business is 2250 Las Vegas Blvd., North, North Las Vegas, NV 89030.

RECITALS

WHEREAS, ImpactNV has launched a program to plant 100,000 trees in the State of Nevada over the next 10 years as a demonstrable example of our investment in the sustainable development of our communities through the mitigation of urban heat island effects, improved air quality, and supporting the state to move toward better tree equity for all. Achieving tree equity would ensure that all Nevadans have equal access to the myriad environmental, health, and social benefits that trees and green spaces provide;

WHEREAS, ImpactNV has a proven track record of success in applying for urban forestry funding, securing funding, establishing relationships with planting partners, and planting hundreds of trees in the first year of the 100,000 Tree Program.

WHEREAS, ImpactNV has established a model of identifying high-impact opportunity sites based on low tree equity scores, extreme heat vulnerability, existing infrastructure for irrigation and maintenance, and proximity to pedestrian and transit routes.

WHEREAS, the City has a commitment to plant 5,000 trees over the next 10 years as part of its urban forestry goals as outlined in the City’s Future Municipal Forestry Program Plan.

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

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

AGREEMENT

1. Purpose and Scope of Work. This Agreement sets forth the conditions and establishes the responsibilities of the Parties, whereby ImpactNV will provide tree species identified in the SNWA Preferred Tree List and Tree Size Specifications (or funding for said trees) and coordinate possible volunteer efforts and public tree planting events. ImpactNV will co-brand

Partner on all communications and promotions regarding tree plantings associated with the 100,000 Tree Program and recognize Partner for all trees planted by Partner and with Partner towards reaching the 100,000 Tree Goal. Partner will provide planting support including prepping the site, pre-digging holes, providing or adjusting existing irrigation as needed, all long-term pruning and maintenance required for tree sustainability, and tracking information. Additionally, Partner agrees to track all trees planted by Partner, or on Partner owned land, throughout the timeline of this agreement, outside of trees funded or provided by ImpactNV, to be submitted to ImpactNV (tree numbers, species, size, location) for the purpose of reaching the collaborative goal of 100,000 trees.

2. Project Terms. Partner agrees to perform all deliverables described in the Scope of Work (Section 1), as further detailed and described in Section 2 a-g, below (“Work”).

- a) Partner agrees to coordinate with ImpactNV to identify, and agree on, tree planting locations and numbers prior to commencing tree installations associated with ImpactNV funding or tree provision. Generally, these planting sites will be located within the state of Nevada, focusing on high-heat, low-income areas with sparse tree canopy, which are most vulnerable to heat impacts and have existing infrastructure for survival; such as schools, parks, and other public facilities.
- b) Partner agrees to inspect trees prior to installation and to reject any specimen(s) of questionable health. Partner further agrees to refer to the latest Southern Nevada Water Authority and Southern Nevada Regional Planning Coalition Regional Plant List when selecting tree varieties for installation to ensure mature tree dimensions and tree root characteristics are appropriate for specific planting locations. Not all trees are recommended for all locations.
- c) Partner shall train involved staff members on proper tree planting techniques and shall monitor all volunteers, contractors, and subcontractors supporting tree installations to ensure the work performed is consistent with industry standards to support tree health and promote survivability. ImpactNV and Partner recognize that some trees may not survive installation, even in optimal conditions, and shall not be responsible to guarantee or replace dead or dying trees at planting locations at a later date.
- d) Within 30 days of this Agreement’s Effective Date, the Parties agree to meet in order to mutually identify and agree on a minimum number of sites and tree quantities for 2023 - 2024. At least one (1) of the sites that will receive trees from ImpactNV will be identified to hold public tree planting events on, or around, Nevada Day 2023, Earth Day 2024, and/or Nevada Day 2024.
- e) Partner agrees that any and all photos provided to ImpactNV may be used by ImpactNV for internal and external communications, including website and social media communications.
- f) Partner will have two years from the Effective Date of this Agreement to complete the agreed upon scope of work and may be completed sooner than the two-year period. Installations not completed prior to termination of the two-year period shall not be eligible for provision of trees, or tree funds, by ImpactNV.

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

5. No Third-Party Rights. This Agreement is not intended by the Parties to create any right in or benefit to parties other than ImpactNV and Partner. Except as specifically provided herein, this Agreement does not create any third-party beneficiary rights or causes of action.

6. Notices. All notices, legal and otherwise, required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed effective and delivered as follows: (i) if hand or courier delivered, upon personal delivery to the Party to whom addressed; and (ii) if mailed, three (3) business days following deposit in the U.S. Mail, provided such mailing is mailed registered or certified, return receipt requested, postage prepaid. For purposes hereof, each Party's notice information is set forth below.

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

City of North Las Vegas
Attention: Joy Yoshida
2250 Las Vegas Blvd., North, Suite 820
North Las Vegas, NV 89030
Phone: 702-633-1745

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

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

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

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

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

11. Further Assurances. Each undersigned Party will, except as otherwise provided herein, whenever it shall be necessary to do so by the other, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, documents as may be necessary or proper to effectuate the covenants, conditions and agreements herein provided. The Parties agree to use their best efforts to carry out the intent of this Agreement.

- 12. No Waiver.** No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, waiver of any other provision, whether similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver except as otherwise provided in this Agreement. ImpactNV's failure to enforce or delay in the enforcement of any provision hereof or any right hereunder shall not be construed as a waiver of such provision or right. Partner's exercise of any right hereunder shall not preclude or prejudice the exercise thereafter of the same or any other right.
- 13. Approval.** This Agreement will not be effective until it is approved by Partner's governing body and executed by Partner's duly authorized representative, and it has been approved and executed by ImpactNV's duly authorized representative.
- 14. Effective Date.** For purposes of this Agreement, the Effective Date shall be the date on which each Party's governing body has approved and authorized the execution of this Agreement. The date inserted in the first paragraph above shall be the date on which the Agreement has been signed and dated by each Party following approval by the respective Party's governing body.
- 15. Governing Law and Venue.** This Agreement shall be exclusively governed by and construed in accordance with the laws of the State of Nevada, without giving effect to its principles regarding conflicts of law. The courts of Clark County, situated in Las Vegas, Nevada, shall have sole and exclusive jurisdiction over any action or proceeding brought under or pursuant to this Agreement.
- 16. Remedies Cumulative.** The various rights, options, elections, and remedies of the Parties contained in this Agreement shall be cumulative, and no one of them shall be construed as exclusive of any other, or of any right, priority or remedy allowed or provided for by law and not expressly waived in this Agreement.
- 17. Indemnification.** Each party shall be responsible for any liability, claim, action, damage, loss, and expense caused by the actions or inactions of its own officers, employees, and agents. The Parties do not waive and intend to assert all available NRS Chapter 41 liability limitations in all cases. Each party shall bear its own attorney's fees and court costs in connection with any legal proceeding hereunder. This Section shall survive any termination of this Agreement.
- 18. Prohibition Against Commission for Obtaining Services.** Partner 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 Partner paid or agreed to pay any person, company, corporation, individual or firm other than a partner or bona fide employee, any fee, commission, contribution, donation, percentage, gift, or any other consideration, contingent upon or resulting from award of this Agreement. For any breach or violation of this warranty, the ImpactNV shall have the right to terminate this Agreement without liability, or at its discretion, to deduct from the contract price, or otherwise recover the full amount of such consideration and any other damages.

- 19. Entire Agreement.** This Agreement represents the entire understanding and agreement between the Parties hereto and supersedes all previous communications, negotiations, and agreements, whether oral or written, with respect to the subject matter hereof. No addition to or modification of this Agreement shall be binding on either Party unless reduced to writing and duly executed by or on behalf of the Parties hereto. No representation or statement not expressly contained in this Agreement or in any written, properly executed amendment to this Agreement shall be binding upon the Parties as a warranty or otherwise.
- 20. Termination.** Either Party may terminate the Agreement upon 30-days' prior written notice.
- 21. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument. Executed copies hereof may be delivered by e-mail and upon receipt will be deemed originals and binding upon the Parties, regardless of whether originals are delivered thereafter.
- 22. Severability.** If any provision hereof is held in any respect to be illegal, prohibited, invalid or unenforceable by any court of competent jurisdiction, such holding shall be effective only to the extent of such illegality, prohibition, invalidity, or unenforceability without affecting the remaining provisions hereof, and the Parties hereto do hereby agree to replace such illegal, prohibited, invalid or unenforceable provision with a valid provision which has, as nearly as possible, the same effect.
- 23. Headings; Exhibits; Cross-References.** The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand, or limit the terms of this Agreement. All exhibits attached to this Agreement and the recitals at the front of this Agreement are incorporated herein by the references thereto contained herein. Any term used in an exhibit hereto shall have the same meaning as in this Agreement unless otherwise defined in such exhibit. All references in this Agreement to sections and exhibits shall be to sections and exhibits of or to this Agreement, unless otherwise specified.

[SIGNATURES ON NEXT PAGE]

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

GREEN CHIPS

Lauren Boitel
Executive Director

[Date]

City of North Las Vegas,
a Nevada municipal corporation

By: _____
Pamela A. Goynes-Brown, Mayor

Attest:

By: _____
Jackie Rodgers, City Clerk

Approved as to Form:

By: _____
Micaela Rustia Moore, City Attorney

SNWA Preferred Tree List and Tree Size Specifications

Tree Species	Tree Size Specifications
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African Sumac 24-Inch Boxed Tree or equivalent (preferred) Or
15-Gallon Tree or equivalent.

Chilean Mesquite

Chinese Pistache

Desert Willow

Holly Oak

Mastic Tree

Mulga Acacia

Palo Verde

Shoestring Acacia

Southern Live Oak

Sweet Acacia

Willow Acacia

Red Push Pistache

African Sumac

Heritage Live Oak

**Additional trees may be added as agreed in writing by both Parties*