

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM A
FOR MEETING OF DECEMBER 10, 2024**

SUBJECT: Roll Call / Conformance to Open Meeting Law.
RELATED TO AGENDA ITEM: None.
RECOMMENDATION OR RECOMMENDED MOTION: None.
FISCAL IMPACT: None.

STAFF COMMENTS AND BACKGROUND:

Announcement of actions taken to conform to the Open Meeting Law will be reported at the meeting.

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM B
FOR MEETING OF DECEMBER 10, 2024**

SUBJECT: Comments from the public. Members of the public are invited to comment on items on the meeting agenda. (No action may be taken on a matter raised during public comment until the matter itself has been specifically included on an agenda as an item for possible action).
RELATED TO AGENDA ITEM: None.
RECOMMENDATION OR RECOMMENDED MOTION: None.
FISCAL IMPACT: None.

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM C
FOR MEETING OF DECEMBER 10, 2024**

SUBJECT: <i>For Possible Action:</i> Approval of minutes of the November 12, 2024, meeting.
RELATED TO AGENDA ITEM: None.
RECOMMENDATION OR RECOMMENDED MOTION: None.
FISCAL IMPACT: None.

STAFF COMMENTS AND BACKGROUND:

The minutes of the November 12, 2024, meeting is enclosed for your review.

The Colorado River Commission of Nevada (Commission) meeting was held at 1:30 p.m. on Tuesday, November 12, 2024, at the Clark County Government Center, Commission Chambers, 500 South Grand Central Parkway, Las Vegas, NV 89155.

COMMISSIONERS IN ATTENDANCE

Chairwoman

Vice Chairwoman

Commissioner

Commissioner

Puoy K. Premsrirut

Kara J. Kelley

Marilyn Kirkpatrick

Steve Walton

DEPUTY ATTORNEY(S) GENERAL

Special Counsel, Attorney General

Special Counsel, Attorney General

Michelle D. Briggs

David W Newton

COMMISSION STAFF IN ATTENDANCE

Executive Director

Senior Assistant Director

Chief of Finance and Administration

Assistant Director, Engineering and Operations

Assistant Director, Energy Information Systems

Assistant Director, Hydropower

Assistant Director, Natural Resources

Chief Accountant

Power Systems Operations Manager

Hydropower Program Manager

Senior Energy Accountant

Senior Energy Accountant

Hydropower Analyst

System Coordinator

Application Specialist

Executive Assistant Manager

Office Manager

Administrative Assistant III

Administrative Assistant II

Eric Witkoski

Sara Price

Douglas N. Beatty

Shae Pelkowski

Kaleb Hall

Gail Bates

Warren Turkett, Ph.D.

Gail L. Benton

Walter Shupe

Craig Pyper

Hyelim Hong

Andrew Weart

Elissa Emery

Chris Smith

John Sagmani

Gina L. Goodman

Noah Fischel

Tamisha Randolph

Bobbie Hickman

OTHERS PRESENT: REPRESENTING

College of Southern Nevada
City of Henderson
Legislative Counsel Bureau
Moss Adams
Moss Adams
Overton Power District
Southern Nevada Water Authority
Self

Tina Dobbs
Becky Risse
Justin Luna
JD Menkens
Chris Suehisa
Johnathan Denninghoff
Jordan Bunker
Alicia Ashcraft

COLORADO RIVER COMMISSION OF NEVADA

MEETING OF

NOVEMBER 12, 2024

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The Colorado River Commission of Nevada (Commission) meeting was called to order by Chairwoman Premsrut at 1:34 p.m., followed by the pledge of allegiance.

A. Conformance to Open Meeting Law.

Executive Director, Eric Witkoski, confirmed that the meeting was posted in compliance with the Open Meeting Law.

B. Comments from the public. Members of the public are invited to comment on items on the meeting agenda or on items not contained therein. No action may be taken on a matter raised during public comment until the matter itself has been specifically included on an agenda as an item for possible action.

Chairwoman Premsrut asked if there were any comments from the public. There were none.

C. For Possible Action: Approval of minutes of the September 10, 2024, meeting.

Commissioner Kirkpatrick moved for approval the minutes of the September 2024 meeting. The motion was seconded by Vice Chairwoman Kelley and approved unanimously.

D. For Possible Action: To approve Contract No. CRCGV-01 between successful bidder, Peak Substation Services LLC, and the Colorado River Commission of Nevada, based on Bid Solicitation No. 69CRC-S2784 for Distribution Transformers for Southern Nevada Water Authority's Garnet Valley Water System Project in the amount of \$1,588,470 and authorize a change order contingency amount not to exceed \$158,847.

Mr. Witkoski provided an overview, explaining the contract details and its alignment with the Garnet Valley Project. He invited Mr. Pelkowski to summarize the RFP process. Mr. Pelkowski elaborated that the RFP was distributed to 29 bidders via Nevada E-Pro, resulting in five quotes. After evaluating the submissions against the project specifications and contractual criteria, Peak Substation Services LLC was identified as the most qualified bidder. He noted the inclusion of a 10% contingency, describing it as a standard practice in local contracting.

Chairwoman Premsrut sought transparency regarding the evaluation team. Mr. Pelkowski confirmed that he, Mr. Beatty, and Mr. Mingura from SNWA constituted the evaluation panel.

Following this, Chairwoman Premsrut invited comments or questions from the Commissioners. With no further discussion, Commissioner Walton moved to approve the contract, seconded by Commissioner Kirkpatrick. The motion to approve the agreement, including the contingency, passed unanimously.

E. For Possible Action: To approve Contract No. CRCBC-03 between successful bidder, Virginia Transformer Corporation and the Colorado River Commission of Nevada, based on Bid Solicitation No. 69CRC-S2820 for two Power Transformers for the City of Boulder City in the amount of \$3,458,640 and authorize a change order contingency in an amount not to exceed \$345,864.

Mr. Witkoski introduced the item, noting it relates to the interlocal agreement with Boulder City for the design, procurement, and construction of a replacement electrical substation. Mr. Pelkowski provided additional context, explaining that the RFP was issued to 33 vendors through Nevada E-Pro, yielding ten quotes. The evaluation team, comprising Mr. Pelkowski, Mr. Beatty, and Mr. Stubits from Boulder City, selected Virginia Transformer after rigorous negotiations.

Chairwoman Premsrut commended the increased number of quotes and asked about potential reasons for the uptick. Mr. Pelkowski attributed it to shifts in the utility industry, with new suppliers stepping up post-COVID to address equipment shortages.

Mr. Pelkowski further clarified that this RFP marked the third attempt for this procurement, ultimately yielding a viable solution. He explained that while the progress payments remained similar to past projects, the absence of base material surcharge risks was a positive development.

Commissioner Kirkpatrick inquired about lead times, observing that transformer availability has been heavily impacted since COVID-19. Mr. Pelkowski confirmed a two-year lead time, which, while long, represents an improvement over extended delays experienced in recent years.

Vice Chairwoman Kelley moved to approve the contract, seconded by Commissioner Walton. The motion to approve the agreement and contingency passed unanimously.

F. For Possible Action: Public Comment and Adoption of Language Access Plan pursuant to NRS 232.0081.

The Commission discussed adopting a Language Access Plan as recent legislation requires to ensure government agencies can provide public materials in multiple languages. Mr. Witkoski explained that although the Colorado River Commission is not heavily involved in public-facing interactions, the organization is prepared to translate materials when necessary. The website includes a feature that can convert text into various languages, which was demonstrated during the meeting.

Commissioner Kirkpatrick raised concerns about translation accuracy, particularly for Asian languages, and inquired about the technology used. Mr. Witkoski acknowledged that while translation requests are infrequent for the Commission, funding is available through the state to support such initiatives. He also mentioned that other state agencies are exploring advanced technologies, including artificial intelligence, to enhance translation and documentation efficiency.

Chairwoman Premsrirut opened the floor for public comment, but none was provided. Following the discussion, Vice Chairwoman Kelley moved to adopt the plan, allowing Mr. Witkoski to make adjustments as necessary to comply with statutory requirements. Commissioner Kirkpatrick seconded the motion, and it passed unanimously.

G. *For Possible Action: Consideration of and possible action to appoint Shae Pelkowski as a Board Member from the Colorado River Commission of Nevada to serve on the Silver State Energy Association (SSEA) Board of Directors and approve Shae Pelkowski to serve, if selected by the SSEA board, as its chairman or vice chairman; or alternatively appoint another person to fulfill the role.*

Mr. Witkoski explained that this item was revisited after prior discussions about appointing him to the role but concluded that Mr. Pelkowski, as Assistant Director of Engineering and Operations, was a more appropriate choice. This aligns with precedent, as his predecessor, Mr. Bob Reese, previously held the position.

Chairwoman Premsrirut noted the historical overlap in duties that justified this arrangement and confirmed that Mr. Beatty would continue serving as the SSEA board alternate.

Vice Chairwoman Kelley moved to approve the appointment, seconded by Commissioner Kirkpatrick. The motion to appoint Mr. Pelkowski to the SSEA board, with Mr. Beatty as the alternate, was unanimously approved.

H. *For Information Only: Update on budget submitted for the FY 2026 and FY 2027 and related matters and upcoming 2025 Legislative session.*

The Commission received an update on the budget preparation for fiscal years 2026 and 2027 and related legislative matters. Mr. Beatty reported that the Budget Office and Legislative Council Bureau (LCB) fiscal staff submitted questions regarding the Commission's base budget. These questions were fewer in number and less complex than in previous cycles, indicating a stronger understanding of the Commission's operations. He confirmed the enhancement requests would be addressed as determined by the Governor.

Mr. Witkoski highlighted a recent visit by LCB fiscal representatives to the Commission's facilities, where they toured substation projects and gained insight into the operations. He emphasized the importance of educating stakeholders about the Commission's role in energy and infrastructure.

Discussion also addressed a state-requested reclassification study of unclassified and classified positions. Mr. Witkoski noted concerns about potential impacts, particularly the administrative burden of reclassifying positions established over 20 years ago. Chairwoman Premsrirut and Commissioners Kelley and Kirkpatrick stressed the significance of maintaining the unclassified status for flexibility and specialization, advocating for clear communication of the Commission's unique needs to new legislators.

Vice Chairwoman Kelley suggested reviewing positions to provide additional justification for their classification. Commissioner Kirkpatrick recommended preparing a

straightforward presentation, including comparisons to other states, to educate legislators about the Commission's role and challenges. Mr. Witkoski agreed to incorporate these recommendations into ongoing preparations for the legislative session.

I. *For Information Only: Update on pending legal matters, including Federal Energy Regulatory Commission, Public Utilities Commission of Nevada filings and Federal Legislation.*

Mr. Witkoski provided an update on federal legislation. He highlighted ongoing efforts related to the Hoover Dam Act, which involves approximately \$48 million. The Congressional Budget Office (CBO) unexpectedly assigned a fiscal score to the legislation, treating it as treasury spending despite previous assurances to the contrary. The Commission is collaborating with partners in Arizona and California to challenge this interpretation and expects further developments in the coming week.

No questions or comments were raised by the Commission.

J. *For Information Only: Status update from Staff on the hydrological conditions, drought, and climate of the Colorado River Basin, Nevada's consumptive use of Colorado River water, basin negotiations, impacts on hydropower generation, electrical construction activities and other developments on the Colorado River.*

Mr. Turkett presented an update on hydrological conditions, drought impacts, and developments in the Colorado River Basin (Attachment A). He reported promising precipitation levels, with the Upper Basin at 111% of average precipitation for the start of water year 2025. Snowpack accumulation improved after an initial dry period in October, reaching 120% of the median, with additional precipitation and cooler temperatures forecasted.

He detailed projected elevations for Lake Powell and Lake Mead, noting the anticipated runoff and variability in scenarios due to snowpack and side inflows. By December 2025, Lake Powell's elevation is projected to range between 3,579.1 and 3,538.4 feet, while Lake Mead is expected to be between 1,060 and 1,054.6 feet. Current projections indicate that Lake Mead will remain in a Level 1 shortage condition for the next two years.

Regarding water usage, Southern Nevada has recorded a 9% decrease in consumptive use compared to the three-year average, with 167,949 acre-feet consumed between January and September 2025.

Chairwoman Premsrirut noted that projections show a continued Level 1 shortage without crossing into Level 2 conditions, a more optimistic outlook compared to recent concerns. No further questions or comments were raised by Commissioners.

K. Comments from the public. Members of the public are invited to comment on items on the meeting agenda or on items not contained therein. No action may be taken on a matter raised during public comment until the matter itself has been specifically included on the agenda as an item for possible action.

Chairwoman Premsrirut asked if there were any comments from any member of the public present in the Chamber or any member of the public participating remotely that wish to address the Commission. There were none.

L. Comments and questions from the Commission members.

Chairwoman Premsrirut asked if there were any comments or questions from the Commission members. There were none.

M. Selection of the next possible meeting date.

The next meeting is tentatively scheduled for 1:30 p.m. on December 10, 2024, at the Clark County Government Center, Commission Chambers, 500 South Grand Central Parkway, Las Vegas, Nevada 89155.

N. Adjournment.

The meeting was adjourned at 1:52 p.m.

Eric Witkoski, Executive Director

APPROVED:

Puoy K. Premsrirut, Chairwoman

Colorado River Commission of Nevada

Hydrology and River Updates

Warren Turkett

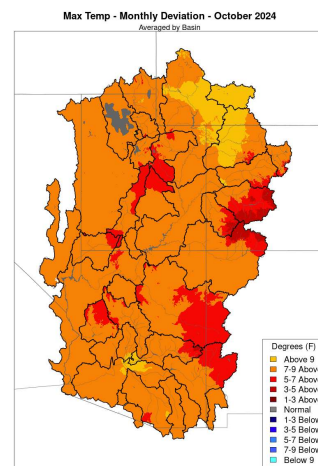
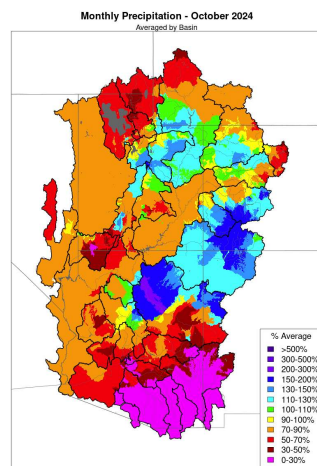
November 12, 2024



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Precipitation and Temperature

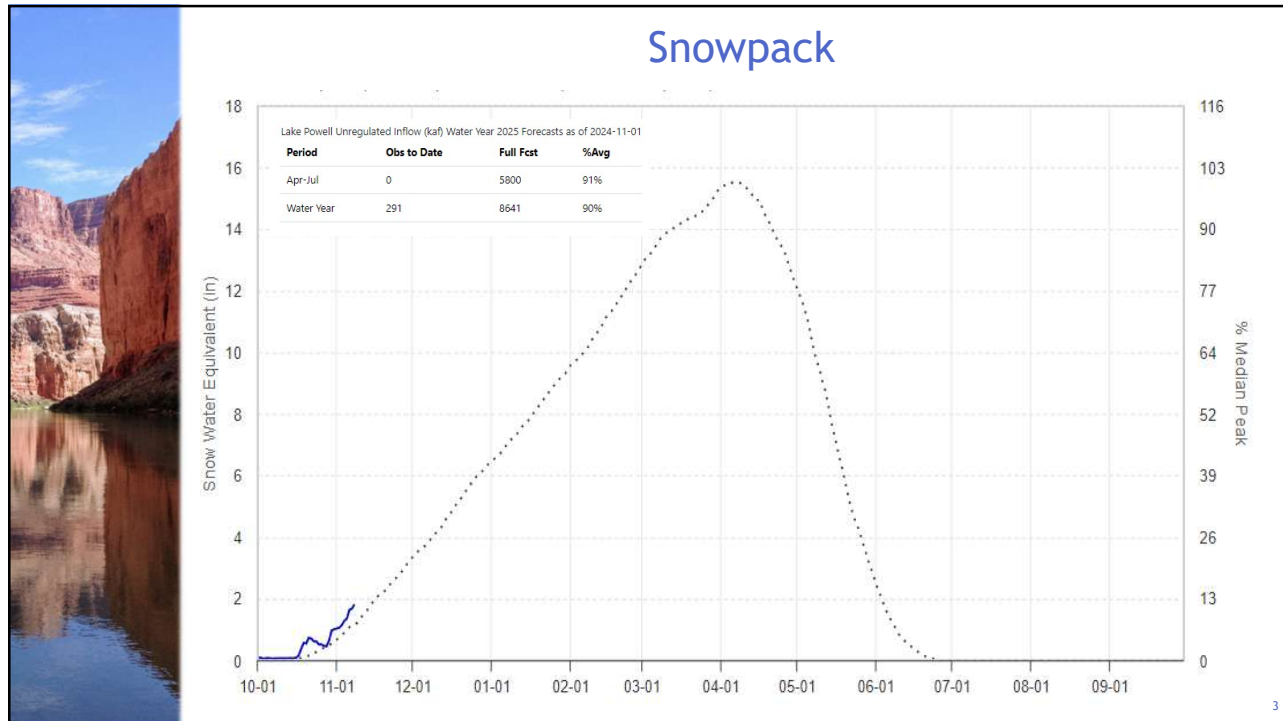


Lake Powell %Average Precipitation Water Year 2025

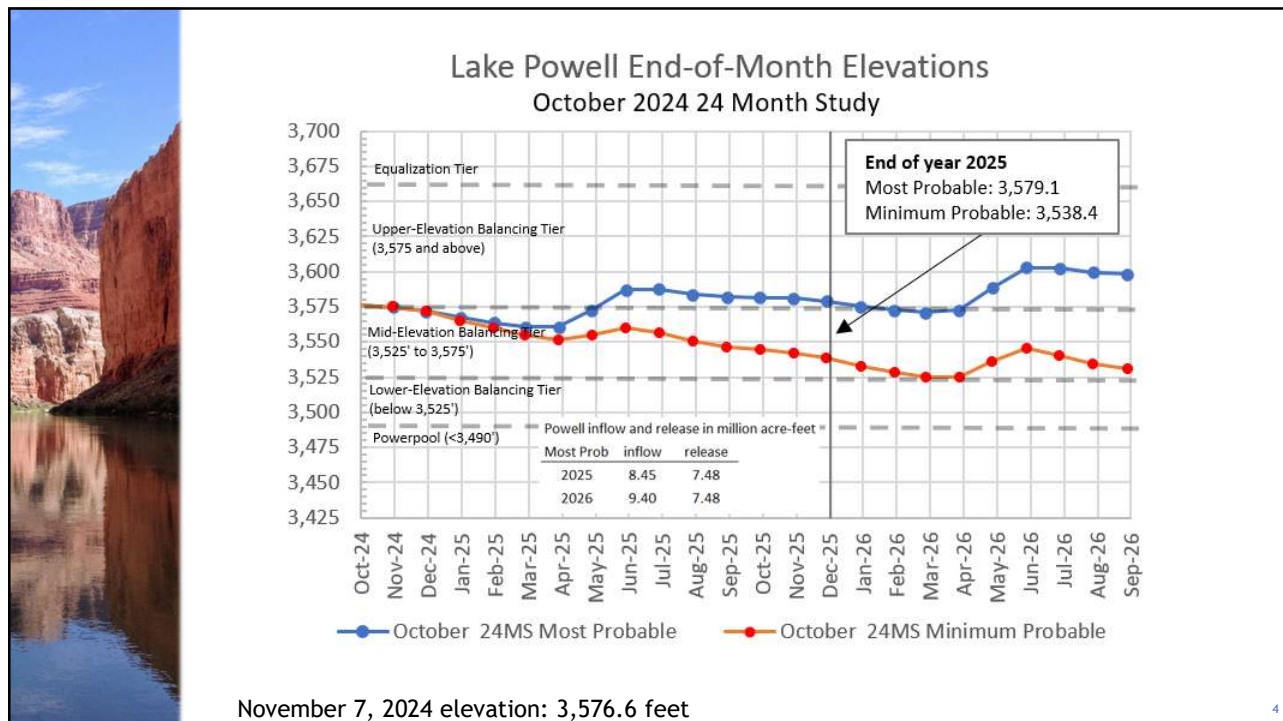
Area	Oct	Water Year
UC-Powell	111	111

2

2

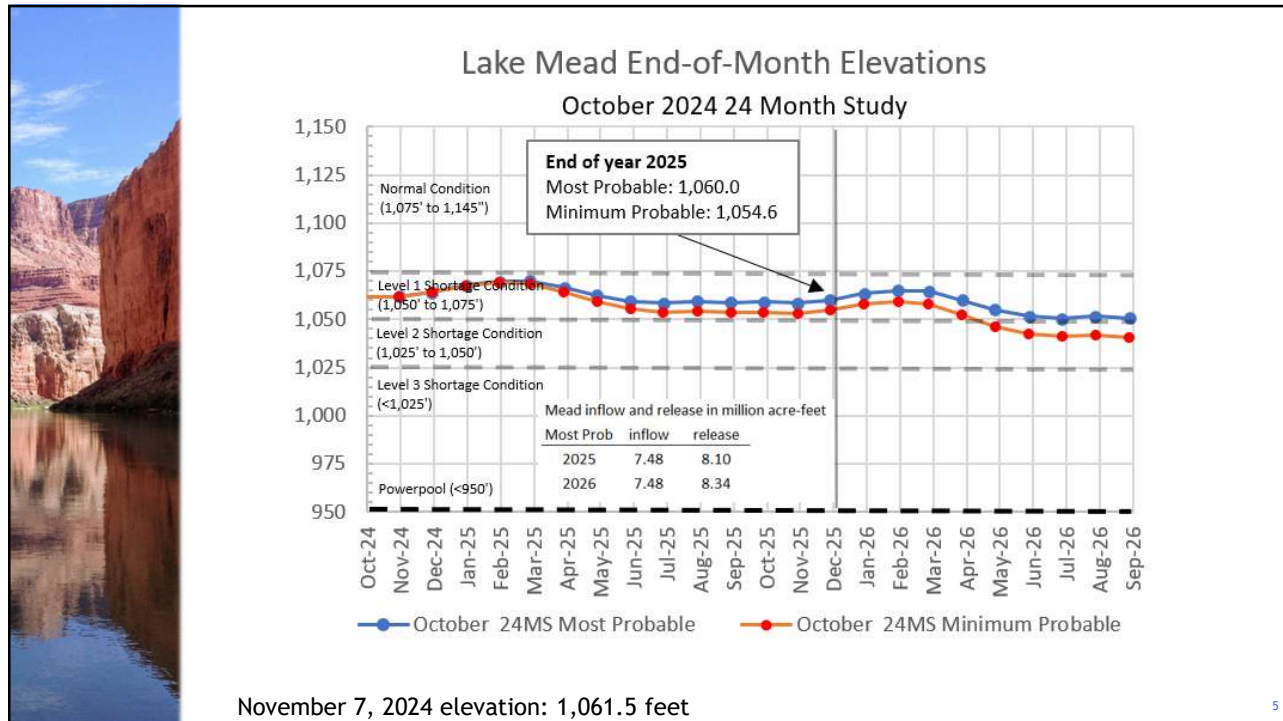


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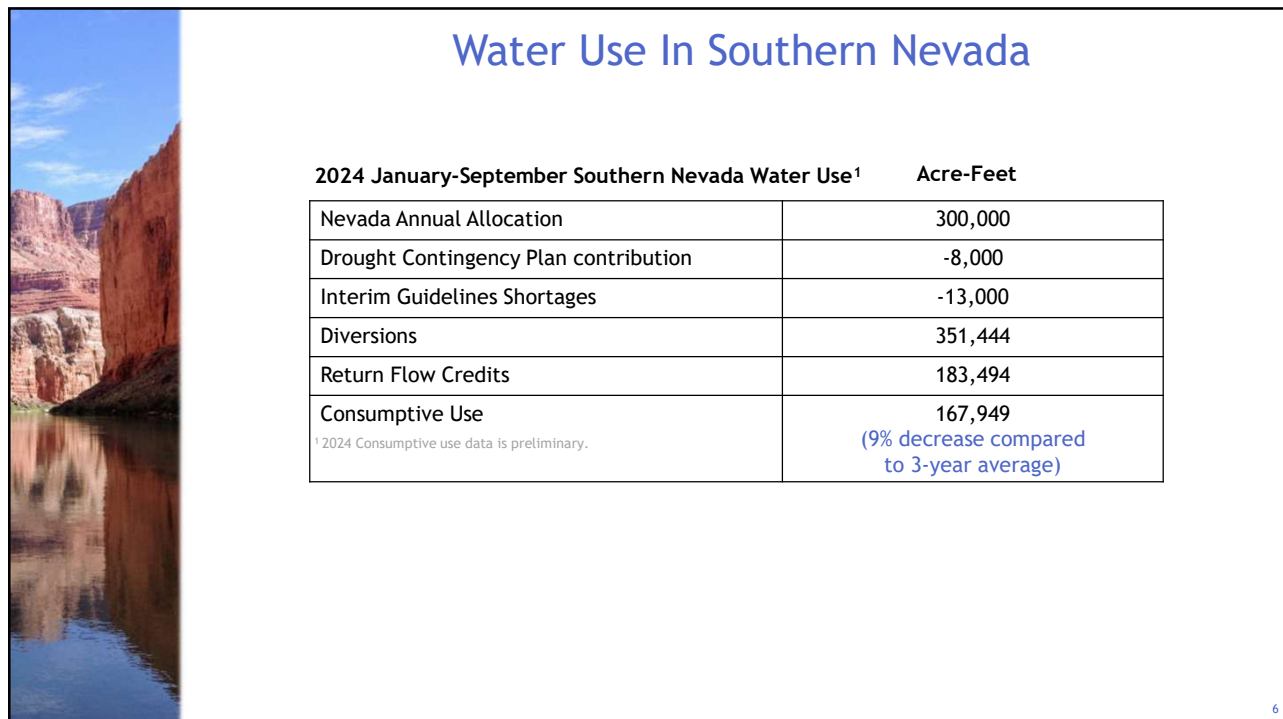


November 7, 2024 elevation: 3,576.6 feet

4



5



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**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM D
FOR MEETING OF DECEMBER 10, 2024**

SUBJECT: *For Possible Action:* By the Colorado River Commission of Nevada (Commission) to adjust the amount of collateral posted by the Commission's retail industrial contractors for Calendar Year 2025.

RELATED TO AGENDA ITEM:
None.

RECOMMENDATION OR RECOMMENDED MOTION:
Staff recommends the Commission approve the proposed collateral amounts outlined in Staff's recommendation.

FISCAL IMPACT:
None.

STAFF COMMENTS AND BACKGROUND:

A. Commission Authority:

The Commission has statutory authority to require power contractors to provide collateral "in such sum and in such manner as the Commission may require, conditioned on the full and faithful performance" of their power contracts. NRS 538.181(2).

Additionally, under the Commission's regulations, the Commission is to conduct a yearly review to determine the creditworthiness of each of its contractors covered by NAC 538.744. Based on that review, the Commission establishes the amount of collateral and prescribes the way the contractor is required to furnish the collateral pursuant to its contracts with the Commission.

The Commission has latitude on setting the level of collateral, but under NAC 538.744, the collateral cannot be less than 25 percent of that contractor's Gross Annual Purchases during the test period of October 1, 2023, through September 30, 2024.

B. Analysis of Collateral Requirement:

Staff reviewed the payment history and activity of the industrial contractors during 2024 to make recommendations to the Commission for the collateral level to be set for each contractor for the calendar year 2025. For all the industrial contractors, Staff recommends the collateral requirement be set at the minimum collateral requirement of twenty-five percent of the contractor's Gross Annual Purchases pursuant to NAC 538.744 3. This results in a decrease in the collateral requirement for all contractors.

All the Commission's retail contractors have posted cash collateral except for Titanium Metals Corporation and Henderson WC, LLC., which have posted letters of credit.

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM D
FOR MEETING OF DECEMBER 10, 2024**

C. Staff's Collateral Recommendation:

Contractor	Form of Collateral	Present Collateral	Recommended Collateral Requirement ¹	Collateral Adjustment
Henderson WC, LLC	Letter of Credit	\$ 170,077.56	\$ 3,563.79	\$ (166,513.77)
Lhoist North America	Cash	\$ 24,342.70	\$ 23,568.23	\$ (774.47)
EMD d/b/a Borman	Cash	\$ 626,878.47	\$ 610,574.69	\$ (16,303.78)
Olin Chlor Alkali	Cash	\$ 53,789.07	\$ 36,423.10	\$ (17,365.97)
Titanium Metals Corp.	Letter of Credit	\$ 599,752.33	\$ 596,523.63	\$ (3,228.70)
		\$ 1,474,840.13	\$ 1,270,653.44	\$ (63,183.95)

1 Recommended collateral is based on 25% of the contractor's Gross Annual Purchases. The Contractor's "Gross Annual Purchases" reflects the Contractor's power and related expenses during the test period of Oct. 2023 through Sept. 2024 and does not include revenues that might become available to the contractor to offset those expenses.

**COLORADO RIVER COMMISSION OF
NEVADA AGENDA ITEM E
FOR MEETING OF DECEMBER 10, 2024**

SUBJECT: *For Possible Action:* To approve Amendment No. 3 for Contract No. LS-20-02 between the Colorado River Commission of Nevada and Summit Line Construction, Inc for labor services related to Transmission and Distribution System Support Services to extend the contract until May 1, 2025.

RELATED TO AGENDA ITEM:

RECOMMENDATION OR RECOMMENDED MOTION: Staff recommends that the Commission approve Amendment No. 3 and authorize the Executive Director to sign the contract on behalf of the Commission.

FISCAL IMPACT:

None.

STAFF COMMENTS AND BACKGROUND:

A. Background of Contract

In December of 2020, the Commission approved a four-year contract with PAR Electrical Contractors, Inc. (PAR) for labor services related to Transmission and Distribution System Support Services work for the Commission's customers when requested. Those customers include Southern Nevada Water Authority, Clark County Water Reclamation and the contractors at the Black Mountain Industrial Complex.

On March 8, 2022, the Commission approved Amendment No. 1, that was an assignment of the contract between the Commission and PAR Electrical Contractors, Inc. to PAR Western Line Contractors, LLC.

On July 11, 2023, the Commission approved Amendment No. 2, that was an assignment of the contract between the Commission and PAR Western Line Contractors, LLC., to Summit Line Construction Inc.

B. Proposed Amendment No. 3 for Consideration:

The proposed Amendment No. 3 is an extension of the term of the contract until May 1, 2025. Staff is currently performing a Request for Proposals to replace the current contract but does not expect to complete the process and have a new contract in place until the first quarter of 2025. The extension will allow Summit to continue its work under the extension and until the Commission examines the result of its RFP and approves a new contract.

C. Staff's Recommendation

Staff recommend the Commission approve Amendment No. 3 to bridge the period needed to complete the requirements for a new contract.

CETS #:	
RFP #:	LS-20-02

AMENDMENT NO. 3

TO CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Between the State of Nevada
Acting By and Through Its

Agency Name:	Colorado River Commission of Nevada
Address:	100 N. City Parkway 11 th Floor
City, State, Zip Code:	Las Vegas, Nevada 89106
Contact:	Shae Pelkowski
Phone:	702-376-9997
Email:	spelkowski@crc.nv.gov

Contractor Name:	Summit Line Construction, Inc.
Address:	4415 Andrews St.
City, State, Zip Code:	North Las Vegas, Nevada 89081
Contact:	Donald Gimbel
Phone:	702-644-8141
Email:	dgimbel@summitlineconstruction.com

- AMENDMENTS.** For and in consideration of mutual promises and other valuable consideration, all provisions of the original Contract resulting from Request for Proposal #LS-20-02 and dated December 1, 2020, as amended, attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

A. Provide a brief explanation for contract amendment.

The Contract expires on December 1, 2024. Contractor is in the process of completing Task Authorization Nos. 001, 002, and 003 that will take longer than the current term of the Contract. The parties agree to extend the term of the Contract to allow Contractor to complete these Task Authorizations and any additional Task Authorizations that may be requested by the Contracting Agency during the extended contract term period.

B. Current Contract Language:

- CONTRACT TERM. This Contract shall be effective as noted below, unless sooner terminated by either party as specified in Section 10, Contract Termination.

Effective from	12/01/2020	To:	12/01/2024
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C. Amended Contract Language:

- CONTRACT TERM. This Contract shall be effective as noted below, unless sooner terminated by either party as specified in Section 10, Contract Termination.

Effective from	12/01/2020	To:	05/01/2025
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EXHIBIT A

CETS #:	
Solicitation #:	LS-20-02

ASSIGNMENT OF CONTRACT

AMENDMENT NO. 2

Between the State of Nevada
Acting By and Through Its

Agency Name:	Colorado River Commission of Nevada
Address:	555 E. Washington Ave., Suite 3100
City, State, Zip Code:	Las Vegas, NV 89101
Contact:	Robert Reese
Phone:	702-682-6972
Fax:	702-856-3617
Email:	breeser@crc.nv.gov

Contractor Name (Assignor):	PAR Western Line Contractors, LLC
Address:	4415 Andrews St.
City, State, Zip Code:	North Las Vegas, NV 89081
Contact:	Andrejs Kukainis
Phone:	702-644-8141
Fax:	702-644-8148
Email:	akukainis@parelectric.com

Contractor Name (Assignee):	Summit Line Construction, Inc.
Address:	4415 Andrews St.
City, State, Zip Code:	North Las Vegas, NV 89081
Contact:	Andrejs Kukainis
Phone:	702-644-8141
Fax:	702-644-8148
Email:	akukainis@parelectric.com

1. **AMENDMENTS.** All provisions of the original contract dated 12/01/2020 remain in full force and effect with the exception of the following:
 - A. Assignment. Assignor assigns and delegates all right, title and interest in the original contract to Assignee. Assignee hereby accepts the foregoing transfer, assignment and delegation of the original contract and of all right, title and interest accrued, or to accrue, in, to and under the original contract, and hereby covenants to perform all of the terms, conditions and agreements therein contained on its part to be performed. Assignee, in consideration of the assignment and the foregoing consent to it, unconditionally and irrevocably assumes the obligations of the original contract and its specifications, as well as any and all obligations and liabilities of Assignor, presently accrued or that may accrue, under and in connection with the original contract, or the performance or failure of performance of, equally and effectually, in all respects, as if Assignee had been originally, and at all later times hereafter, the second party to the original contract, in the place and stead of Assignor, and as if any and all acts, omissions or defaults of Assignor to date had been the acts, omissions or defaults of Assignee.

CETS #:	
Solicitation #:	LS-20-02

- B. State Assent. The State hereby ratifies and assents to Assignor's transfer and assignment of all rights and delegation of the performance of all obligations under the original contract to Assignee. All terms, conditions and agreements of the original contract shall be binding upon Assignee as successor in interest to Assignor.
- C. Notice. All communications, including notices, required or permitted to be given under the original contract shall be in writing and shall be directed to the parties at the addresses stated above. Notices may be given: (a) by delivery in person; (b) by a nationally recognized next day courier service, return receipt requested; or (c) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or email to the address(es) such party has specified in writing.
- D. Insurance. Assignee, as an independent contractor and not an employee of the State, must provide policies of insurance in amounts set forth in the original contract and pay all taxes and fees incident hereunto. The State shall have no liability except as specifically provided in the original contract. The State shall be named as an additional insured or a loss payee as appropriate on any and all insurance policies taken by Assignee. Assignee shall not commence work before:
- 1) Assignee has provided the required evidence of insurance to the Contracting Agency of the State, and
 - 2) The State has approved the insurance policies provided by Assignee.

Prior approval of the insurance policies by the State shall be a condition precedent to any payment of consideration under this Contract and the State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract. Assignee shall provide policies of insurance in amounts set forth in the original contract.


2. **INCORPORATED DOCUMENTS**. Exhibit A (Original Contract and Amendment No. 1), is attached hereto, incorporated by reference herein and made a part of this assignment. Exhibit B (Notification of Restructuring) is attached hereto, incorporated by reference herein and made a part of this assignment.

CETS #:	
Solicitation #:	LS-20-02

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Contract and Amendment to the original Contract to be signed and intend to be legally bound thereby.

 07/05/2023
 PAR Western Line Contractors, LLC Date

President
 Title


 6/30/2023
 Summit Line Construction, Inc. Date

President
 Title

 7/12/2023
 Eric Witkoski Date
 Colorado River Commission of Nevada

Executive Director
 Title

Approved as to form by:

 Michelle Briggs
 Special Counsel for Attorney General

On: Jul 12, 2023
 Date

ASSIGNMENT OF CONTRACT

AMENDMENT NO. 1

Between the State of Nevada
Acting By and Through Its

Agency Name:	Colorado River Commission of Nevada
Address:	555 E. Washington Ave., Suite 3100
City, State, Zip Code:	Las Vegas, NV 89101
Contact:	Robert Reese
Phone:	702-682-6972
Fax:	702-856-3617
Email:	breese@crc.nv.gov

Contractor Name (Assignor):	PAR Electrical Contractors, Inc. (PAR)
Address:	4415 Andrews St.
City, State, Zip Code:	North Las Vegas, NV 89081
Contact:	Andresj Kukainis
Phone:	702-644-8141
Fax:	702-644-8148
Email:	akukainis@parelectric.com

Contractor Name (Assignee):	PAR Western Line Contractors, LLC
Address:	4415 Andrews St.
City, State, Zip Code:	North Las Vegas, NV 89081
Contact:	Andrejs Kukainis
Phone:	702-644-8141
Fax:	702-644-8148
Email:	akukainis@parelectric.com

1. **AMENDMENTS.** All provisions of the original contract dated 12/01/2020 remain in full force and effect with the exception of the following:
 - A. Assignment. Assignor assigns and delegates all right, title and interest in the original contract to Assignee. Assignee hereby accepts the foregoing transfer, assignment and delegation of the original contract and of all right, title and interest accrued, or to accrue, in, to and under the original contract, and hereby covenants to perform all of the terms, conditions and agreements therein contained on its part to be performed. Assignee, in consideration of the assignment and the foregoing consent to it, unconditionally and irrevocably assumes the obligations of the original contract and its specifications, as well as any and all obligations and liabilities of Assignor, presently accrued or that may accrue, under and in connection with the original contract, or the performance or failure of performance of, equally and effectually, in all respects, as if Assignee had been originally, and at all later times hereafter, the second party to the original contract, in the place and stead of Assignor, and as if any and all acts, omissions or defaults of Assignor to date had been the acts, omissions or defaults of Assignee.

- B. State Assent. The State hereby ratifies and assents to Assignors' transfer and assignment of all rights and delegation of the performance of all obligations under the original contract to Assignee. All terms, conditions and agreements of the original contract shall be binding upon Assignee as successor in interest to Assignor.
- C. Notice. All communications, including notices, required or permitted to be given under the original contract shall be in writing and shall be directed to the parties at the addresses stated above. Notices may be given: (a) by delivery in person; (b) by a nationally recognized next day courier service, return receipt requested; or (c) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or email to the address(es) such party has specified in writing.
- D. Insurance. Assignee, as an independent contractor and not an employee of the State, must provide policies of insurance in amounts set forth in the original contract and pay all taxes and fees incident hereunto. The State shall have no liability except as specifically provided in the original contract. The State shall be named as an additional insured or a loss payee as appropriate on any and all insurance policies taken by Assignee. Assignee shall not commence work before:
 - 1) Assignee has provided the required evidence of insurance to the Contracting Agency of the State, and
 - 2) The State has approved the insurance policies provided by Assignee.

Prior approval of the insurance policies by the State shall be a condition precedent to any payment of consideration under this Contract and the State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract. Assignee shall provide evidence of policies of insurance in amounts set forth in the original contract.

- 2. **INCORPORATED DOCUMENTS.** Exhibit A (Original Contract) is attached hereto, incorporated by reference herein and made a part of this assignment. Exhibit B (Notification of Merger) is attached hereto, incorporated by reference herein and made a part of this assignment.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Contract and Amendment to the original Contract to be signed and intend to be legally bound thereby.



2/18/2022

James Stapp

Date

President



3/9/2022

Eric Witkoski

Date

Executive Director

Approved as to form by:



Christine Guerri-Nyhus
Deputy Attorney General for Attorney General

On: 03/15/2022

Date

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CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract Between the State of Nevada
Acting by and Through its

Agency Name:	Colorado River Commission of Nevada (CRCNV)
Address:	555 E. Washington Avenue, Suite 3100
City, State, Zip Code:	Las Vegas, NV 89101
Contact:	Robert Reese
Phone:	702-682-6972
Fax:	702-856-3617
Email:	breese@crc.nv.gov

Contractor Name:	PAR Electrical Contractors, Inc. (PAR)
Address:	4415 Andrews St.
City, State, Zip Code:	North Las Vegas, NV 89081
Contact:	Andrejs Kukainis
Phone:	702-644-8141
Fax:	702-644-8148
Email:	akukainis@parelectric.com

WHEREAS, NRS 333.700 authorizes officers, departments, institutions, boards, commissions, and other agencies in the Executive Department of the State Government which derive their support from public money in whole or in part to engage, subject to the approval of the Board of Examiners (BOE), services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.
2. **DEFINITIONS.**
 - A. "State" – means the State of Nevada and any State agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
 - B. "Contracting Agency" – means the State agency identified above.
 - C. "Contractor" – means the person or entity identified above that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract.
 - D. "Fiscal Year" – means the period beginning July 1st and ending June 30th of the following year.
 - E. "Contract" – Unless the context otherwise requires, "Contract" means this document entitled Contract for Services of Independent Contractor and all Attachments or Incorporated Documents.
 - F. "Contract for Independent Contractor" – means this document entitled Contract for Services of Independent Contractor exclusive of any Attachments or Incorporated Documents.

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3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 10, Contract Termination*.

Effective from:	12/01/2020	To:	12/01/2024
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4. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (i) by delivery in person; (ii) by a nationally recognized next day courier service, return receipt requested; or (iii) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or electronic mail to the address(es) such party has specified in writing.
5. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A:	STATE SOLICITATION OR RFP #LS-20-02 and AMENDMENTS #
ATTACHMENT D:	INSURANCE SCHEDULE
ATTACHMENT C:	CONTRACTOR'S RESPONSE

Any provision, term or condition of an Attachment that contradicts the terms of this Contract for Independent Contractor, or that would change the obligations of the State under this Contract for Independent Contractor, shall be void and unenforceable.

6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in *Section 5, Incorporated Documents* at a cost as noted below:

\$ Agreed	per	Task Authorization
-----------	-----	--------------------

Total Contract or installments payable at:	
--	--

Total Contract Not to Exceed:	\$1,200,000.00
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The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

7. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.
8. **BILLING SUBMISSION: TIMELINESS.** The parties agree that timeliness of billing is of the essence to the Contract and recognize that the State is on a Fiscal Year. All billings for dates of service prior to July 1 must be submitted to the state no later than the first Friday in August of the same calendar year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the state of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to Contractor.

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9. INSPECTION & AUDIT.

- A. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.
- B. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant State agency or its contracted examiners, the department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the state Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this Section. Notwithstanding anything to the contrary in this Contract, CRCNV shall not have the right to inspect or audit the makeup of any fixed, lump sum, unit price percentage markup, multiplier or any other fixed form of compensation.
- C. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the state, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. CONTRACT TERMINATION.

- A. Termination Without Cause. Regardless of any terms to the contrary, this Contract may be terminated upon written notice by mutual consent of both parties. The State unilaterally may terminate this contract without cause by giving not less than thirty (30) days' notice in the manner specified in *Section 4, Notice*. If this Contract is unilaterally terminated by the State, Contractor shall use its best efforts to minimize cost to the State and Contractor will not be paid for any cost that Contractor could have avoided. If CRCNV terminates this Contract without cause, CRCNV shall pay Contractor for Work completed prior to the termination.
- B. State Termination for Non-Appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- C. Termination with Cause for Breach. A breach may be declared with or without termination. A notice of breach and termination shall specify the date of termination of the Contract, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under subsection 10D. This Contract may be terminated by either party upon written notice of breach to the other party on the following grounds:
 - 1) If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
 - 2) If any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - 3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or

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- 4) If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
 - 5) If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
 - 6) If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.
- D. Time to Correct. Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in *Section 4, Notice*, and the subsequent failure of the breaching party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach under subsection 10C, above, shall run concurrently, unless the notice expressly states otherwise.
- E. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this Section survive termination:
- 1) The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
 - 2) Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so, requested by the Contracting Agency;
 - 3) Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so, requested by the Contracting Agency;
 - 4) Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with *Section 21, State Ownership of Proprietary Information*.
11. **REMEDIES.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. For purposes of an award of attorneys' fees to either party, the parties stipulate and agree that a reasonable hourly rate of attorneys' fees shall be one hundred and fifty dollars (\$150.00) per hour. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190. In the event that Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.
12. **LIMITED LIABILITY.** The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. Contractor's tort liability shall not be limited.
13. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, pandemic, epidemic, quarantine, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases. Contractor shall be entitled to an equitable adjustment in schedule and

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compensation for any such events. Given the existence of the COVID-19 / coronavirus pandemic, Contractor will use its best efforts to staff and supply this project. However, anything to the contrary notwithstanding, Contractor shall have the right to seek an excusable extension of time if Contractor or its subcontractors and suppliers are unable to maintain planned crew sizes or work force due to the illness, supply shortages or governmental restraints on business, travel and/or assembly.

14. **INDEMNIFICATION AND DEFENSE.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of the Work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Contractor to conform to any statutes, ordinances, regulation, law or court decree but in each instance, only to the extent caused by the negligent act or omission of Contractor. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract.
15. **REPRESENTATIONS REGARDING INDEPENDENT CONTRACTOR STATUS.** Contractor represents that it is an independent contractor, as defined in NRS 333.700(2) and 616A.255, warrants that it will perform all work under this contract as an independent contractor, and warrants that the State of Nevada will not incur any employment liability by reason of this Contract or the work to be performed under this Contract. To the extent the State incurs any employment liability for the work under this Contract; Contractor will reimburse the State for that liability.
16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the State, Contractor must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in *Attachment D*, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract.

Contractor shall not commence work before Contractor has provided the required evidence of insurance to the Contracting Agency. The State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

- A. Insurance Coverage. Contractor shall, at Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the limits as specified in *Attachment D*, incorporated hereto by attachment. Unless specifically stated herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by Contractor and shall continue in force as appropriate until:

- 1) Final acceptance by the State of the completion of this Contract; or
- 2) Such time as the insurance is no longer required by the State under the terms of this Contract; whichever occurs later.

Any insurance or self-insurance available to the State shall be in excess of and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the State, Contractor shall provide the State with renewal or replacement evidence of insurance within ten (10) the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

B. General Requirements.

- 1) Additional Insured: By endorsement to the general liability insurance policy, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds to the full limits of liability required by this Contract.
- 2) Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of Contractor.

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- 3) Cross Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- 4) Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall be borne by the Contractor.
- 5) Policy Cancellation: Except for ten (10) days' notice for non-payment of premiums, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this Section shall be sent by certified mail to the address shown on page one (1) of this contract.
- 6) Approved Insurer: Each insurance policy shall be:
 - a) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
 - b) Currently rated by A.M. Best as "A-VII" or better.

C. Evidence of Insurance.

Prior to the start of any work, Contractor must provide the following documents to the contracting State agency:

- 1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor. The certificate must name the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 as the certificate holder. The certificate should be signed by a person authorized by the insurer to bind coverage on its behalf. The State project/Contract number; description and Contract effective dates shall be noted on the certificate, and upon renewal of the policies listed, Contractor shall furnish the State with replacement certificates as described within *Section 16A, Insurance Coverage*.

Mail all required insurance documents to the State Contracting Agency identified on Page one of the Contract.

- 2) Additional Insured Endorsement: An Additional Insured Endorsement (CG 20 10 04 13 or CG 20 37 04 13), signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per *Section 16B, General Requirements*.
- 3) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with required limits, a copy of the underlying Schedule from the Umbrella or Excess insurance policy may be required.
- 4) Review and Approval: Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its subcontractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance endorsement, as appropriate to assure compliance with these requirements.

17. **COMPLIANCE WITH LEGAL OBLIGATIONS.** Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor shall provide proof of its compliance upon request of the Contracting Agency. Contractor will be responsible

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to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

18. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
19. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
20. **ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the State.
21. **STATE OWNERSHIP OF PROPRIETARY INFORMATION.** Any data or information provided by the State to Contractor and any documents or materials provided by the State to Contractor in the course of this Contract ("State Materials") shall be and remain the exclusive property of the State and all such State Materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract.
22. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.
23. **CONFIDENTIALITY.** Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.
24. **FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this Contract, Contractor agrees to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
 - A. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - B. Contractor and its subcontracts shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
 - C. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
25. **LOBBYING.** The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

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- A. Any federal, state, county or local agency, legislature, commission, council or board;
 - B. Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
 - C. Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.
26. **GENERAL WARRANTY.** Contractor warrants that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
27. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.
28. **DISCLOSURES REGARDING CURRENT OR FORMER STATE EMPLOYEES.** For the purpose of State compliance with NRS 333.705, Contractor represents and warrants that if Contractor, or any employee of Contractor who will be performing services under this Contract, is a current employee of the State or was employed by the State within the preceding 24 months, Contractor has disclosed the identity of such persons, and the services that each such person will perform, to the Contracting Agency.
29. **ASSIGNMENT OF ANTITRUST CLAIMS.** Contractor irrevocably assigns to the State any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of State of Nevada or federal antitrust laws in connection with any goods or services provided under this Contract.
30. **GOVERNING LAW: JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.
31. **LIMITATION OF LIABILITY.** Notwithstanding anything else to the contrary, Contractor's liability hereunder, from any cause and based on any theory whatsoever, shall not in the aggregate exceed fifteen million dollars (\$15,000,000), hereunder, except to the extent of Contractor's (including parties under its control) willful misconduct, and/or breach of confidentiality provisions, and Contractor's indemnity obligations hereunder for third party claims.
32. **LATENT SITE CONDITIONS:** Anything to the contrary notwithstanding, should concealed or unknown physical conditions be encountered in the performance of the Work, below the surface of the ground or in an existing structure, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, the Contract sum and time for performance shall be equitably adjusted by Change Order.

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33. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners. This Contract, and any amendments, may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

PAR ELECTRICAL CONTRACTORS, INC.

Andrejs Kukainis

Digitally signed by Andrejs
Kukainis
Date: 2020.11.09 16:22:13 -08'00'

Andrejs Kukainis
Division Manager

Date

**COLORADO RIVER COMMISSION
OF NEVADA**



12-8-2020

Eric Witkoski
Executive Director

Date

Approved as to form:

Christine Guerri-Nyhus

12-9-2020

Christine Guerri-Nyhus
Special Counsel to the
Colorado River Commission of Nevada

Date

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM F
FOR MEETING OF DECEMBER 10, 2024**

SUBJECT: *For Possible Action:* To approve Amendment No. 1 to Joint Management Agreement (Contract No. P18-JMA) among the Colorado River Commission of Nevada and customers at the Black Mountain Industrial Complex that includes:

- Henderson WC LLC
- Lhoist North America of Arizona Inc.
- Pioneer Americas LLC d/b/a Olin Chlor Alkali Products
- Titanium Metals Corporation
- EMD Acquisition d/b/a Borman Specialty Materials

RELATED TO AGENDA ITEM:

None

RECOMMENDATION OR RECOMMENDED MOTION: Staff recommends the Commission approve Amendment No. 1 and authorize the Executive Director to sign the contract on behalf of the Commission.

FISCAL IMPACT:

None.

STAFF COMMENTS AND BACKGROUND:

A. Background of Joint Management Agreement

Each of the Colorado River Commission of Nevada's (Commission) contractors at the Black Mountain Industrial (BMI) complex receives hydropower, transmission service and other related services from the Commission. There are times when the electricity needs of the contractor exceed the hydropower resources, and the Commission must procure power from the market and other services to supplement the contractor's hydropower resources. Some of the products and services are purchased to meet the collective needs of all the contractors at the BMI complex and the costs of those services are shared among the contractors. The Joint Management Agreement provides an agreement among the Commission and the industrial customers on how the joint resources and cost are managed among the respective contractors.

B. Term of the Joint Management Agreement

In December of 2021, the Commission approved a three-year Joint Management Agreement that is an agreement between the Commission and the industrial customers at BMI. The agreement replaced a prior Operational Agreement that had terminated earlier. As provided by the Commission's regulation, NAC 538.540, "The Commission may approve the sharing, reselling, pooling, leasing or changing the point of use of power pursuant to this subsection for a term of not more than 3 years." The current Joint Management Agreement is three years and expires on December 16, 2024.

C. Proposed Amendment No. 1 to Joint Management Agreement

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM F
FOR MEETING OF DECEMBER 10, 2024**

The proposed Amendment No. 1 will extend the current Joint Management Agreement for another three years until December 2027.

D. Staff's Recommendation

Staff recommends the Commission approve Amendment No. 1 and authorize the Executive Director to sign it on behalf of the Commission.

**AMENDMENT NO. 1
TO CONTRACT NO. P18-JMA
BETWEEN THE
COLORADO RIVER COMMISSION OF NEVADA
AND
CERTAIN ELECTRIC SERVICE CONTRACTORS**

This AMENDMENT NO. 1 TO JOINT MANAGEMENT AGREEMENT (hereinafter "Amendment No. 1") is made by and between the State of Nevada, acting by and through its Colorado River Commission of Nevada (hereinafter "CRCNV") and the Contractors. Unless otherwise provided, capitalized terms used herein have the meanings set forth in the JOINT MANAGEMENT AGREEMENT, CONTRACT NO. P18-JMA (the "Joint Management Agreement" or "JMA"). The JMA is attached hereto at Exhibit 1 and is incorporated herein in its entirety.

1. Explanatory Recitals.

1.1 In accordance with Section 4.1 of the Joint Management Agreement, the JMA terminates on December 16, 2024.

1.2 The Parties agree to amend the JMA and extend the term as provided herein.

NOW THEREFORE, in consideration of mutual covenants contained herein, the JMA is amended as follows.

2. Amended Language. Section 4.1 shall be amended and replaced with the following:

This JMA becomes effective on December 16, 2021 and continues through December 16, 2027, unless terminated prior in accordance with the provisions set forth in Section 15 of this JMA, and subject to each Party's right to withdraw pursuant to Section 13.1 of this JMA.

TITANIUM METALS CORPORATION

Steve Wright
Title: President

Date

EMD

Name: William Golden Date _____
Title: Managing Director

EXHIBIT 1
JOINT MANAGEMENT AGREEMENT, CONTRACT NO. P18-JMA

STATE OF NEVADA
COLORADO RIVER COMMISSION OF NEVADA



Contract No. P18-JMA

JOINT MANAGEMENT AGREEMENT
AMONG THE
COLORADO RIVER COMMISSION OF NEVADA
and
CERTAIN ELECTRIC SERVICE CONTRACTORS

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Exhibit 1 Pooling and Sharing, Rate Methodology

Exhibit 2 Supplemental Power

Exhibit 3 Scheduling Charge and Spot Transaction Charges, Cost and Benefit
Sharing Calculation Methodology

Exhibit 4 Disaggregation of Ancillary Service Charges; Calculation Methodology

Exhibit 5 Metered Load

Exhibit 6 Authorized Representatives and Notices

1. PARTIES: This Joint Management Agreement hereinafter referred to as the “JMA” or “Agreement” is made among the following parties, hereinafter referred to singly as “Party” and collectively as “Parties”:

1.1 The State of Nevada, acting by and through its COLORADO RIVER COMMISSION OF NEVADA, hereinafter referred to as the CRCNV, created by and existing pursuant to state law, the CRCNV acting both as a principal on its own behalf and as an agent on behalf of the state; and

1.2 The following Electric Service Contractors (Contractors):

1.2.1 Basic Water Company (BWC), a corporation organized under the laws of the State of Nevada, its successors and assigns.

1.2.2 EMD Acquisition, LLC d.b.a. Borman Specialty Materials (BSM), a limited liability company organized under the laws of the State of Nevada, its successors and assigns.

1.2.3 Lhoist North America of Arizona Inc., (Lhoist) a corporation organized under the laws of the State of Arizona, its successors and assigns.

1.2.4 Pioneer Americas LLC d.b.a. Olin Chlor Alkali Products (Olin), a limited liability company organized under the laws of the State of Delaware, its successors and assigns.

1.2.5 Titanium Metals Corporation (TIMET), a corporation organized under the laws of the State of Delaware, its successors and assigns.

2. EXPLANATORY RECITALS:

2.1 The Contractors, along with the CRCNV previously entered into an Operational Agreement No. P20-55R3, hereinafter referred to as the “Operational Agreement,” which contained, procedures for jointly managing the power resources of the Contractors and BWC. The Operational Agreement terminated on September 30, 2017.

2.2 Each of the Contractors and the CRCNV is a Party to a Management and Power Supply Services Agreement ("MAPSS") pursuant to which the CRCNV provides services to the Contractor including the purchasing and selling of Electric Power, transmission, and Ancillary Services, to meet the electrical demand of the Contractor and balance its loads and resources, the purchasing and selling of Environmental Attributes available to the Contractor, the scheduling of power to the Contractor's loads, and the metering of the Contractor's electrical load.

2.3 The Contractors, and the CRCNV now desire to enter into this JMA which provides for the joint management of the Contractors' power resources set forth in the MAPSS, and sets out the Parties' agreement concerning the joint purchasing and selling of power resources, the joint scheduling of power resources, the sharing, pooling and layoff of resources among the Parties, including the rates for pooling and sharing, the disaggregation of certain costs and benefits that are billed or credited to the CRCNV, and the disaggregation of metered loads.

WHEREFORE, IN CONSIDERATION OF the mutual promises contained herein, the Parties agree as follows:

3. DEFINITIONS: As used in this Agreement and accompanying Exhibits, the following terms have the meanings ascribed to them in the following subsections:

3.1 Ancillary Services: Those services that are necessary to support the transmission of capacity and energy from resources to loads including but not limited to reactive power-voltage regulation, system protective services, loss compensation service, system control, load dispatch, energy imbalance service, generation imbalance service, and both spinning and supplemental operating reserves.

3.2 Authorized Representative: A representative of a Party designated as an Authorized Representative or alternative in accordance with section 18 and identified in Exhibit 6.

3.3 Balancing Area (BA): The area in which integrated generation and transmission facilities are controlled by a Balancing Area Authority, identified in Exhibit 4.

3.4 Balancing Area Authority (BAA): The responsible entity, identified in Exhibit 4, that integrates resource plans ahead of time, maintains load-interchange-generation balancing within a Balancing Area, and supports interconnection frequency in real time.

3.5 Baseline Resources: Existing contracts including but not limited to hydropower and transmission service and Customer Supplied Power which are identified in Exhibit 1 of the individual Contractor's MAPSS.

3.6 Basic Power Company: The entity, or its successor in interest, that is interconnected into the CRCNV Substation and distributes Electric Power to the Contractor.

3.7 BMI: The Black Mountain Industrial Complex.

3.8 Business Day: Monday through Friday, excluding federal and state holidays.

3.9 CAISO: California Independent System Operator.

3.10 Contractor: The Electric Service Contractors identified in Section 1.

3.11 Contractor-Supplied Power (CSP): Electric Power and/or Ancillary Services acquired or generated by a Contractor, on its own behalf and at its own expense.

3.12 CRCNV: The Colorado River Commission of Nevada (CRCNV) or the Executive Director of the CRCNV, acting on behalf of the CRCNV.

3.13 Day: A calendar day.

3.14 EIM: An Energy Imbalance Market operated by an Independent System Operator.

3.15 Electric Power: Electric capacity and energy.

3.16 Energy: The kWh of electricity sold or purchased during a specified time period.

3.17 Environmental Attributes: The environmental characteristics that are attributable to a renewable energy resource, or to renewable energy from such a renewable energy resource, which shall include, but not be limited to, renewable energy tax credits, offsets and benefits, green tags (regardless of how any present or future law or regulation attributes or allocates such characteristics); credits toward achieving renewable portfolio standard or emissions standards, and any reporting rights associated with any of the foregoing.

3.18 Force Majeure: An event beyond the control of a Party at any time during the term of this Contract, that prevents that Party from performing or discharging a duty or obligation under this Contract, including without limitation acts of war, terrorism, insurrection, sabotage, ransomware attacks (when the Party has taken all reasonable measures to protect against such attacks), cyber-attacks (when the Party has taken all reasonable measures to protect against such attacks), strike, labor disputes, a governmental rule, regulations, ordinance, statute, or interpretation, or fire, earthquake, pandemic, or other natural calamity or acts of God, civil commotion, failure or disruption of utility or governmental services.

3.19 Joint Management Agreement (JMA): This Agreement among the CRCNV, the contractors at the BMI Complex, and BWC that specifies how power is to be jointly scheduled, pooled, laid off, and accounted for by the CRCNV and paid for by the Parties.

3.20 Load: The amount of Electric Power forecasted for, required by, or delivered to a Contractor for a specified period of time.

3.21 Long Energy Position: Baseline resources in amounts exceeding that necessary to serve Contractor's forecasted Load.

3.22 Lower Colorado River Basin Development Fund (LCRBDF): The fund supported by the charge assessed on energy deemed delivered and purchased by contractors in Arizona, California and Nevada, developed in accordance with Title I, Section 102(c) of the Hoover Power Plant Act of 1984, as amended.

3.23 Management and Power Supply Services Contract (MAPSS): The Contract between the CRCNV and an individual Contractor pursuant to which the CRCNV provides certain services to the Contractor including, but not limited to, the purchasing and selling of Electric Power, transmission, and Ancillary Services, to meet the electrical demand of the Contractor and balance its loads and resource; the managing of Environmental Attributes available to the Contractor, the scheduling of power to the Contractor's loads, and the metering of the Contractor's electrical load.

3.24 NAC: The Nevada Administrative Code as existing on the effective date of this Agreement and amended, renumbered and recodified thereafter.

3.25 NRS: The Nevada Revised Statutes as existing on the effective date of this Contract and amended, renumbered and recodified thereafter.

3.26 Party or Parties: The CRCNV and/or the Contractors identified in section 1.

3.27 Pooling and Sharing: An agreed upon method of layoff procedures amongst the Parties in the event that one or more Parties have surplus resources, and one or more Parties are deficient in resources.

3.28 Prompt Month: The next calendar month (e.g., a prompt-month energy transaction in February is typically for delivery in March).

3.29 Scheduling, Accounting and Billing Procedures (SABPs): The scheduling, accounting and billing procedures, developed by the CRCNV in accordance with NAC Chapter 538, as revised from time to time.

3.30 Scheduling Entity (SE): The entity, designated by the CRCNV and identified in Exhibit 3 that is responsible for scheduling the Total Power Assets to serve load.

3.31 Senior Executives: The Executive Director of the CRCNV and the Senior Executive of the Contractor who is authorized to resolve disputes and is identified on Exhibit 6.

3.32 Short Energy Position: Baseline Resources in amounts insufficient to serve a Contractor's forecasted Load.

3.33 Short-Term Power: Electric Power that is purchased or sold for a term of less than one month, by or on behalf of the CRCNV, for the month of delivery, including day-ahead and hourly purchases, to balance the Load of the Contractor.

3.34 Staff: Staff of the CRCNV.

3.35 Supplemental Power: Electric Power purchased for a term of one month or greater, by the CRCNV on behalf of the Contractor, from any source necessary due to a Short Energy Position.

3.36 Total Power Assets: The total resources to be delivered and/or managed including Baseline Resources, Contractor Supplied Power, Supplemental Power, Short-Term Power and Ancillary Services

3.37 WAPA: Western Area Power Administration of the United States Department of Energy, or its successor organization(s).

4. EFFECTIVE DATE AND TERM:

4.1 This Joint Management Agreement becomes effective on the date executed by the CRCNV and terminates on midnight of the CRCNV execution date plus three (3) years unless terminated earlier in accordance with the provisions set forth in section 15 of this Agreement.

4.2 Any Contractor that is a Party to this JMA must also enter into a MAPSS Agreement with the CRCNV, which shall survive the termination of the JMA. Notwithstanding the termination of this Agreement, all transactions made in accordance with this Agreement after the effective date of this Agreement and before the effective date of the termination survive such termination, and the Parties shall remain liable for those transactions.

5. SUPPLEMENTAL POWER, SHARING AND POOLING, SHORT-TERM PURCHASES

AND SALES: In accordance with the terms of the applicable MAPSS, the CRCNV will provide Supplemental Power and Short-Term Power to its Contractors. The MAPSS also provides for the CRCNV to lay off Baseline Resources whenever such resources are more than the Contractor's electrical load.

5.1 The CRCNV will purchase Supplemental Power in an amount that is equal to the total Short Energy Position of all Contractors that are a Party to this JMA. In determining the total Short Energy Position, the CRCNV will estimate whether excess resources are likely to be available from other BMI Contractors that can be pooled to the Contractor in accordance with the pooling methodology set forth in Exhibit 1. Any remaining expected deficiency will be filled with Supplemental Power in accordance with the methodology set forth in Exhibit 2.

5.2 The CRCNV will lay off a Contractor's power whenever the Contractor is determined to have a Long Energy Position. In determining whether the Contractor has a Long Energy Position, the CRCNV will estimate whether excess resources can be pooled to other deficient JMA Contractors in accordance with the pooling methodology set forth in Exhibit

1. Any remaining excess will be laid off in accordance with the CRCNV Resource Contracts.

5.2.1 In disposing of Baseline Resources for the Prompt Month, the Contractor expressly agrees that the CRCNV may lay off hydropower resources pursuant to its hydropower contracts with the CRCNV if the CRCNV determines that such a layoff is necessary to balance Contractor loads. Should a layoff of hydropower be required, the CRCNV will determine the resource to be laid off, the amount of the layoff, and the manner in which the resources are to be laid off and will credit the Contractor for the layoff in accordance with its hydropower contracts with the CRCNV.

5.3 During the month, the CRCNV will monitor, or cause to be monitored, the total loads and resources of the Contractors and use commercially reasonable efforts to purchase or sell Short-Term Power as needed to balance the aggregate loads and resources of the BMI Contractors. If CRCNV is unable to fulfill the requirements of this section, the CRCNV will contract with a third party to perform these functions. Any such third party will be set forth in Exhibit 3 and a copy of the CRCNV's contract with the third party will be set forth in Attachment 1 of Exhibit 3. The method of disaggregating Short-Term purchases and sales will be set forth in Exhibit 3.

5.4 Contractor cost responsibility for the purchase and sale of Supplemental Power, Short-Term Power, and Sharing and Pooling will be determined in accordance with the methodology set forth in Exhibits 1-3 of this JMA.

6. JOINT SCHEDULING SERVICES: The CRCNV will cause to be scheduled Contractor's Total Power Assets consistent with:

6.1.1 The CRCNV's agreements with WAPA and the United States Bureau of Reclamation, including WAPA's MSIs;

6.1.2 Regional scheduling requirements, including those contained in the receiving BA's tariffs and related business practices; and

6.1.3 EIM tariffs and market rules, for any entities with whom the CRCNV or SE engages in transactions.

6.2 Aggregation: For purposes of scheduling, the Contractors resources will be aggregated together.

6.3 Scheduling Charge Cost and Benefit Sharing: Costs for scheduling and associated services, and any benefits provided by the Scheduling Entity identified in Exhibit 2 of the individual Contractor's MAPSS will be billed and benefits credited to the Contractor in accordance with the cost and benefit sharing calculation methodology set forth in Exhibit 3 of this Agreement

7. DISAGGREGATION OF ANCILLARY SERVICE CHARGES: The CRCNV will secure Ancillary Services in accordance with Contractor's Power Supply Management Service contract and the requirements of the BAA in which the Contractors loads reside. Depending upon the ancillary service arrangements, the loads and resources of the Contractors may be aggregated for the purpose of assessing ancillary service costs. Ancillary Services costs will be disaggregated in accordance with the calculation methodology set forth in Exhibit 4 of this Agreement.

8. METER DATA:

8.1 Metering Equipment: The Parties to this Agreement and Basic Power Company are also parties to Contract No. CRC-BMIOM Interconnection, Operation, and Maintenance of Electric Facilities pursuant to which Contractors are required to install or cause to be installed revenue quality metering equipment on their facilities or Basic Power Company's facilities that will allow the CRCNV to measure, on a 15-minute interval basis, each Contractor's electrical use in isolation from other Contractors served from CRCNV Substation. Meter data provided pursuant to Contract No. CRC-BMIOM will be used by the CRCNV to apportion the CRCNV's meter reads at the CRCNV Substation to each of the Contractors. The method of apportioning meter reads to each of the Contractors is set forth

in Exhibit 5. The apportioned meter reads will serve as the official source of meter data for purposes of billing under this Agreement.

8.2 Metering in the event of termination of Contract No. CRC-BMIOM: In the event that Contract No. CRC-BMIOM is terminated, or a Party to this Agreement has withdrawn from Contract No. CRC-BMIOM, the Parties to this Agreement will negotiate in good faith to determine an acceptable source of meter data and will revise Exhibit 5 accordingly.

9. **OTHER SERVICES:** From time to time, other joint management services may be needed by the Contractors. Such services will be presented to the Contractors prior to being secured and will be set forth in an exhibit to this Agreement, as agreed to by the Parties.

10. **BILLING, CHARGES, AND PAYMENT:** The CRCNV shall determine each Contractor's share of applicable costs for services provided by the CRCNV in accordance with Sections 5, 6, 7 and 9 of this Agreement, and will bill each Contractor for their share in accordance with the billing provisions set forth in Section 17 of the MAPSS.

11. **AUTHORIZATIONS:**

11.1 Authorization to Jointly Manage: The Contractor hereby expressly authorizes the CRCNV to jointly manage its Total Power Assets with the Total Power Assets of the other Contractors.

11.2 Authorization Constitutes Commitment to Pay: The authorization to jointly manage its Total Power Assets constitutes a commitment by the Contractor to pay its share of Pooling and Sharing expenses, as well as its share of costs for Scheduling Services, Ancillary Services, and for other services as authorized by the Parties.

12. **BILLING DISPUTES:** If any portion of any bill described in this Agreement is disputed, the disputed amount shall be paid under protest when due and the protest shall be accompanied by a written statement indicating the basis for the protest. Protests must be

filed with the CRCNV within ninety (90) days of the date of the invoice containing the protested amount or within ninety (90) days of the discovery of the error. However, no disputes may be asserted or filed after the fiscal year-end closing performed by the CRCNV.

13. WITHDRAWAL OF A PARTY:

13.1 A Party may withdraw from this Agreement by providing 30 days written notice to the CRCNV and the other Parties. If the withdrawing Party wishes to continue receiving service under the MAPSS, the CRCNV and the withdrawing Party will agree upon an Effective Withdrawal Date which shall be of sufficient length for alternative physical and/or contractual arrangements to be put in place in order for the withdrawing Party to continue receiving Electric Power under the MAPSS. The Effective Withdrawal Date shall be no earlier than the termination date of the scheduling and ancillary service agreements in effect at the time. A Party's withdrawal from this Agreement does not constitute a withdrawal from any other contract or agreement with the CRCNV.

13.2 Financial Obligations of Withdrawing Party: All financial obligations of the withdrawing Party due as of the effective date of withdrawal survive termination of the withdrawing Party's participation in this Agreement until paid.

13.3 Financial Obligations of the CRCNV to Withdrawing Party: After the CRCNV is satisfied that all financial obligations under this Agreement have been met, all amounts held by the CRCNV on behalf of the withdrawing Party, if any, shall be returned to the withdrawing Party; provided, however, for the purposes of this subsection, the CRCNV may return an estimated amount to the withdrawing Party if the CRCNV believes that the withdrawing Party may incur additional financial obligations as a result of an audit and/or reconciliation. After such audit and/or reconciliation is performed, any overpayment or underpayment of funds shall be addressed and rectified.

13.4 Effect of Withdrawal: The withdrawal of a Party from this Agreement prior to the termination of this Agreement does not terminate this Agreement with respect to the remaining parties or the obligations of any remaining Parties hereunder.

14. ADDITION OF A NEW PARTY:

14.1 A customer of the CRCNV that desires one or more of the services provided under this Agreement may become a Party under this Agreement by submitting a request to Staff. Staff will promptly evaluate such requests and determine feasibility. If Staff approves such request, the additional customer must execute this Agreement and have it approved by the Commission of the CRCNV.

14.2 Financial Obligations: Any additional Party shall be responsible for paying its proportional share of all expenses and Pooling and Sharing costs. The CRCNV will issue new exhibit(s) as appropriate for the selected desired services, which will contain revised sharing percentages and calculations.

15. TERMINATION:

15.1 This Agreement will be automatically terminated by the withdrawal of all Parties pursuant to Section 13.

15.2 Financial Obligations: Termination of this Agreement shall not terminate any Party's financial or performance obligation to any Party hereunder for funds expended or owing under contracts for which payment has been authorized prior to the date of such termination. Such termination shall not impair or be construed to limit a Party's legal right to collect amounts owed, if any.

16. EXHIBITS AND ATTACHMENTS: Exhibits 1 through 5 are hereby made a part of this Agreement with the same effect as if they had been expressly set forth herein. Exhibits 1 2 3, 4, and 5 may be revised when agreed upon by the Parties. Exhibit 6 shall be revised

and distributed by CRCNV upon receiving notice from a Party changing their Authorized Representative and/or Notice provisions. The initial Exhibits 1 through 6 shall remain fully in effect until superseded by subsequent exhibits issued by the CRCNV in compliance with this Agreement.

17. NOTICES: Any notice, demand, or request required or authorized by this Agreement to be served, given or made shall be deemed properly served, given or made if delivered in person or sent by certified mail, postage prepaid, to the persons specified in Exhibit 6.

17.1 Either Party may at any time, by written notice to the other Party, update Exhibit 6 and designate different or additional persons or different addresses for the giving of notices, demands or requests hereunder.

17.2 The Parties may, at any time, by written letter, designate a different method of notice including but not limited to electronic communication.

18. AUTHORIZED REPRESENTATIVES: Each Party, by written notice to the other, shall designate an Authorized Representative, and any alternate, who is authorized to act in its behalf with respect to those matters contained in the Agreement. Either Party may change the designation of its Authorized Representative, and any alternate, upon oral notice given to the other and confirmed promptly by written notice within thirty (30) Days thereafter. The names of the Authorized Representatives shall be set forth in Exhibit 6. Parties may limit the authorizations of the alternates by providing written notice of such limitation, however, Parties must supply the names of alternates, who when combined possess the authorizations to act on its behalf with respect to all matters contained in this Agreement.

19. AMENDMENTS AND MODIFICATIONS: This Contract may be amended or modified only by an amendment or modification duly and lawfully executed by the Parties, with the exception of amendments to Exhibits 6.

20. GENERAL CONTRACT PROVISIONS:

20.1 Section Headings: The section headings, which appear in this Agreement, are inserted for convenience only and shall not be construed as interpretations of the text of the Agreement.

20.2 Section and Paragraph References: A reference to a section, subsection, paragraph, or subparagraph shall include all the subparts of such referenced section, subsection, paragraph, or subparagraph.

20.3 Documents: Each Party agrees, upon request by any other Party, to make, execute, and deliver any and all documents reasonably required to implement the terms, covenants, and conditions of this Agreement.

20.4 Access to Books and Records: The Authorized Representative of Contractor, at its own expense, shall have the right to review the books and records of the CRCNV, during the CRCNV's normal business days, with the right to make copies of those books and records, which are not proprietary or confidential. The CRCNV shall have the right to inspect a Contractors meter data and power delivery facilities as authorized by NAC 538.570.

20.5 No Third-Party Beneficiaries: This Agreement is made solely for the benefit of the Parties and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right, as a third-party beneficiary or otherwise, by virtue of this Agreement.

20.6 Assignment of Contract: Contractor may assign this Agreement, pursuant to NAC 538.550, only with the prior written approval of the CRCNV, which shall not be unreasonably withheld, conditioned or delayed. Such assignment shall take effect only upon satisfaction of all requirements for the assignment including the assumption by the assignee of all obligations and liabilities under the Agreement.

20.7 Liability: Except as herein provided and except to the extent of any matter covered by project insurance, none of the Parties, nor their respective directors, officers or employees, shall be liable to the other Parties for any loss or damage of any kind or nature, including direct, indirect or consequential losses or damages, resulting from the past or future performance or nonperformance of their respective duties or obligations pursuant to this Agreement. The Parties expressly release the other Parties, and their respective directors, officers, and employees, from any claim, demand, obligation or liability against or of such other Party, its directors, officers, and employees for any such loss or damage. If any judgment is rendered against a Party, or its respective directors, officers or employees, for any loss or damage which is covered by project specific insurance, but for which for any reason payment is not made to that Party, the Party awarded such judgment shall not execute, levy or otherwise enforce such judgment, including recording or effecting a judgment lien, against the other Parties, or their respective directors, officers or employees. Notwithstanding the above provisions, the Parties do not waive any cause of action, claim, right or remedies against non-Parties for damages which are contributed to or caused by others.

The provisions of this section must not be construed so as to relieve any insurer of its obligation to pay any insurance proceeds in accordance with the terms and conditions of valid and collectible insurance policies.

20.8 Indemnification: The Parties hereby agree to hold each other harmless, and defend and indemnify each other, and the directors, officers, employees, agents, successors or assigns of each, from any claims, demands, costs, losses, causes of action, damages or liability, of whatsoever kind or nature, arising by reason of the death or bodily injury of persons, or injury or damage to property resulting from either Party's performance of its responsibilities under this Agreement or from either Party's use of its real or personal property as may be required to perform its responsibilities under this Agreement, except to the extent such claims, demands, costs, losses, causes of action, damages or liabilities arise out of the intentional or gross negligence of persons under the control of either Party.

20.9 Waiver: By mutual written consent of all the Parties, performance by one or more of the Parties of any obligation under this Agreement may be excused or waived. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by any Party of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

20.10 Severability: If any of the terms, covenants or conditions of this Agreement, or the application of any such term, covenant or condition to any person or circumstance, is held invalid by any court having jurisdiction, the remainder of this Agreement, and the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby. Should any provision of this Agreement be declared invalid or prohibited, the Parties shall in good faith negotiate a new provision that achieves the intent of the Parties at the time of execution to the nearest extent possible, to replace the provision declared invalid or prohibited, and amend this Agreement to include such provision.

20.11 Force Majeure: No Party shall be considered to be in breach of this Agreement to the extent that a failure to perform its obligations under this Agreement is due to a Force Majeure cause or event as defined in section 3.18. In such an event, the intervening force majeure cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening force majeure cause ceases.

No Party shall be relieved by the operation of this section of any obligation to pay all of the charges set out in section 9.

Any Party rendered unable to fulfill any of its obligations by reason of a Force Majeure cause or event shall give prompt written notice of such fact to the other Party or Parties and shall exercise due diligence to remove such inability to fulfill any of its obligations with all reasonable dispatch.

20.12 Entire Agreement: This Agreement and its integrated attachment(s) and any incorporated agreement, document or instrument, constitutes the entire agreement of the Parties, and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Agreement.

20.13 Dispute Resolution Process: If a dispute arises between the Parties that is not resolved through discussions of their Authorized Representatives, any Party may, by written notice identifying the matter with particularity, submit the matter to the Senior Executives for resolution.

In the event that a dispute is not resolved to the satisfaction of each Party by the Senior Executives, the Parties may pursue any and all legal remedies.

If in any such court proceeding, an amount paid by Contractor on the demand or bill of the CRCNV is held not to have been due; it shall be refunded with no interest.

20.14 Governing Law, Jurisdiction: This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving any effect to any principle of conflict of laws that would require the application of the law to any other jurisdiction. The Parties consent to the exclusive jurisdiction of a court of competent jurisdiction in Clark County, Nevada for enforcement of this Agreement.

20.15 Continued Cooperation: The CRCNV and Contractor will work together in a collaborative manner to accommodate changes in circumstances during the term of this Agreement, including without limitation evolving wholesale energy markets and transmission services, and changes in technology and hydrology, including drought and

drought mitigation measures, by taking reasonably necessary action which may include amending this Agreement or execution of ancillary agreements.

20.16 Execution in Counterpart: This Agreement may be executed in any number of counterparts and, upon execution and delivery by each Party, the executed and delivered counterparts together shall have the same force and effect as an original instrument as if both Parties had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical in form hereto, by having attached to it one or more signature pages.

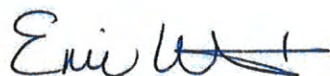
21. AUTHORITY TO ENTER INTO AGREEMENT: Each individual person signing this Agreement represents and warrants that the Party represented has duly authorized such individual to execute this Agreement with the intent that the Party be bound and obligated hereby.

IN WITNESS WHEREOF, the Parties signing below have caused this Joint Management Agreement to be executed this 16th day of December, 2021.

State of Nevada, acting by and through its

**COLORADO RIVER COMMISSION
OF NEVADA**

Approved as to form:



12/16/2021

Eric Witkoski
Executive Director

Date



Dec 16, 2021

Christine Guerri-Nyhus
Special Counsel

Date

BASIC WATER COMPANY

Approved as to form:

Stephanne Zimmerman
President

Date

Stephen M. Rice
Attorney

Date

**LHOIST NORTH AMERICA OF
ARIZONA INC.**

Approved as to form:

Kenneth E. Curtiss
Vice President and General Counsel

Date

Kenneth E. Curtiss
Vice President and General Counsel

Date

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State of Nevada, acting by and through its

**COLORADO RIVER COMMISSION
OF NEVADA**

Approved as to form:

Eric Witkoski
Executive Director

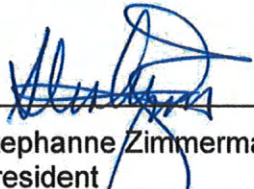
Date

Christine Guerri-Nyhus
Special Counsel

Date

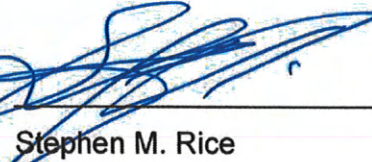
BASIC WATER COMPANY

Approved as to form:



Stephanne Zimmerman
President

Date



Stephen M. Rice
Attorney

Date

**LHOIST NORTH AMERICA OF
ARIZONA INC.**

Approved as to form:

Kenneth E. Curtiss
Vice President and General Counsel

Date

Kenneth E. Curtiss
Vice President and General Counsel

Date

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State of Nevada, acting by and through its

**COLORADO RIVER COMMISSION
OF NEVADA**

Approved as to form:

Eric Witkoski
Executive Director

Date

Christine Guerri-Nyhus
Special Counsel

Date

BASIC WATER COMPANY

Approved as to form:

Stephanne Zimmerman
President

Date

Stephen M. Rice
Attorney

Date

**LHOIST NORTH AMERICA OF
ARIZONA INC.**

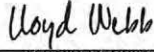
Approved as to form:

Kenneth Curtiss 10/27/2021
Kenneth E. Curtiss Date
Vice President and General Counsel

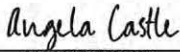
Kenneth Curtiss 10/27/2021
Kenneth E. Curtiss Date
Vice President and General Counsel

**PIONEER AMERICAS LLC d.b.a. OLIN
CHLOR ALKALI PRODUCTS**

Approved as to form:

DocuSigned by:
 12/03/2021
5FBA3DD3ECC24ED...

Lloyd Webb Date
Director, Commercial Energy
Olin Corporation

DocuSigned by:
 12/03/2021
0A9C84F666634F4...

Angela Castle Date
Attorney
Olin Corporation

TITANIUM METALS CORPORATION

Approved as to form:

Steve Wright Date
President

Fred Schwarz Date
Vice President of Finance

EMD

Approved as to form:

John Wachter Date
President

William J. Golden Date
General Counsel

Approved as to form:

Angela Castle
Attorney
Olin Corporation

Approved as to form:

Philip A. Richmond 12/14/2021
Philip A. Richmond Date
Director – Contract
Compliance

Approved as to form:

William J. Golden
General Counsel

**PIONEER AMERICAS LLC d.b.a. OLIN
CHLOR ALKALI PRODUCTS**

Approved as to form:

John McIntosh
Executive Vice President
Olin Corporation

Date _____

Lloyd Webb
Commercial Director, Energy
Olin Corporation

Date _____

TITANIUM METALS CORPORATION

Approved as to form:

Steve Wright
President

Date _____

Fred Schwarz
Vice President of Finance

Date _____

EMD

Approved as to form:

John Wachter
President

Date _____

William J. Golden
General Counsel

Date _____

EXHIBIT 1

Contract No. P18-JMA

POOLING AND SHARING; RATE METHODOLOGY

This Exhibit 1 shall remain in effect until superseded by another Exhibit 1, issued by the CRCNV in compliance with this Agreement.

The pooling or sharing of hydropower resources among the Parties will be administered as follows:

1.1 Prior to the start of each month, the CRCNV will calculate an estimate of pooling for the upcoming scheduling month:

1.1.1 The CRCNV will determine each Contractor's Estimated Monthly Energy Position as follows:

Contractor's Estimated Monthly Energy Position (MWh) = Contractor's forecasted load – (Contractor's forecasted Hoover energy adjusted for any pre-arranged layoffs + Contractor's forecasted Parker Davis energy adjusted for any pre-arranged layoffs).

1.1.2 If the Contractor has a Long Energy Position, the Contractor has excess hydropower energy and will pool (sell) energy to those Contractors who have a Short Energy Position. If the Contractor has a Short Energy Position, the Contractor does not have enough hydropower and will purchase pooled hydropower energy from those Contractors that have a Long Energy Position.

1.1.3 Affected Contractors will either be billed, or be credited for, the estimated resource that was pooled at the Pooling Rate defined in Section 1.3 below.

1.1.4 For purposes of producing a pooling estimate, Hoover will be pooled first followed by Parker-Davis.

1.1.5 The sum of all remaining Short-Energy Positions that remain after pooling has been estimated will be filled with Supplemental Power as described in Exhibit 2.

1.2 Final pooling among the Contractors will be determined once the CRCNV receives a schedule of delivered energy from the SE, WAPA's final accounting of hydropower deliveries to the BMI Contractors, and the BA's invoice for Ancillary Services. Typically, all accounting reports and invoices are received by the end of each month for the month prior.

1.2.1 Each Contractor's Monthly Energy Position will be calculated at the end of each month for the prior month as follows:

Contractor's Monthly Energy Position (MWh) =

Contractor's Metered Load –

(Contractor's Delivered Hoover Energy + Contractor's Delivered Parker Davis Energy + Contractor's Share of Supplemental Power + Contractor's share of Short-Term Purchases)

where;

Contractor's Metered Load: the total MWh of energy consumed by the Contractor as calculated in accordance with Exhibit 5 Metered Load.

Contractor's Delivered Hoover Energy: the amount of Hoover energy in MWh determined by WAPA and CRCNV to have been delivered to each of the BMI Contractors.

Contractor's Delivered Parker Davis Energy: the amount of Parker Davis energy in MWh determined by WAPA and

CRCNV to have been delivered to each of the BMI Contractors.

Contractor's Share of Supplemental Power: determined in accordance with Exhibit 2 of this Agreement.

Contractor's Share of Short-Term Purchases/Sales: determined in accordance with Exhibit 3 of this Agreement.

1.2.1.2 In the final accounting for energy deliveries, if the Contractor has a Long Energy Position, the Contractor has excess hydropower energy and will pool (sell) energy to those Contractors who have a Short Energy Position. If the Contractor has a Short Energy Position, the Contractor does not have enough hydropower and will purchase pooled energy from those Contractors that have a Long Energy Position. The sum of all short and long positions will equal the total BMI complex energy imbalance.

1.2.1.3 In determining which Contractors bought or sold pooled energy, Contractors will be grouped together based on whether they have a Long Energy Position or a Short Energy Position. A total Short Energy Position and a total Long Energy position will be calculated for each group and that position will be traded between the groups until one group's total position is brought to zero. Each Contractor's percentage of the traded positions will be calculated by dividing each Contractor's position within the group by the total position of the group.

1.2.1.4 Hoover will be pooled first at the lesser of the Hoover pooling rate or the Average EIM Monthly Price where the Average EIM Monthly Price is defined as "the mean of the daily average EIM index prices experienced by the BMI complex as reported on the Nevada Power Company EIM Invoice.

1.2.1.5 If, after pooling Hoover, the energy positions have not been completely offset, Parker Davis will be pooled at the lesser of the Parker-Davis pooling rate or the Average EIM Monthly Price where the Average EIM Monthly Price is defined as “the mean of the daily average EIM index prices experienced by the BMI complex as reported on the Nevada Power Company EIM Invoice.

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1.2.1.6 After trading positions, either the group with the Long Energy Positions will be zero and there will be a remaining Short Energy Position or, the group with the Short Energy Position will be zero and there will be a remaining Long Energy Position. If there is a remaining Short Energy Position, the Contractors that are short, will be apportioned a share of Energy Imbalance charges in accordance with Exhibit 4. If there is a remaining Long Energy Position, Energy Imbalance revenue will be apportioned to all Contractors in accordance with Exhibit 4.

1.3 The pooling rate for each resource will be calculated as follows and will not be trued up:

1.3.1 The Hoover pooling rate is calculated prior to the start of the fiscal year and will include the sum of CRCNV’s energy and capacity base charges, energy and capacity bond charges, and annual Hoover-related MSCP charges, divided by CRCNV’s total Hoover energy (kWh) in the final master schedule issued by WAPA.

1.3.2 The Parker-Davis pooling rate is calculated prior to the start of the fiscal year and will include the sum of CRCNV’s energy charges, capacity charges, transmission charges, and annual Parker-Davis related MSCP charges divided by CRCNV’s total Parker-Davis energy (kWh).

1.4 During the [monthly/annual] adjustment or true-up process, affected Contractors will receive an accounting of estimated vs. actual pooled resources, and will either be billed, or be credited for, the difference between estimated and actual pooling charges.

EXHIBIT 2
Contract No. P18-JMA
SUPPLEMENTAL POWER

This Exhibit 2 shall remain in effect until superseded by another Exhibit 2, issued by the CRCNV in compliance with this Agreement.

2.1 Each Contractor's share of Supplemental Power purchased by the CRCNV prior to the start of each month will be determined by its estimated Open Position calculated as follows: Contractor's Estimated Open Position = Contractor's Estimated Monthly Load – (Contractor's Estimated Hoover Energy adjusted for any pre-arranged layoffs + Contractor's Estimated Parker Davis Energy adjusted for any pre-arranged layoffs) +/- Contractor's Estimated Pooling as determined using the methodology set forth in Exhibit 1.

2.2 The CRCNV will calculate the total Estimated Open Position of the BMI Complex by netting together each Contractor's Estimated Open Position.

1.2.1 If the BMI complex Open Position is negative, the BMI Complex has a Short Energy Position and the CRCNV will purchase power from the market to fill the BMI Complex's estimated need.

1.2.2 If the BMI complex Open Position is positive, the BMI Complex has a Long Energy Position and CRCNV will attempt to lay off hydropower in accordance with the Contractor's CRCNV's Resource Contracts.

2.3 Each Contractor that has an Estimated Short Open Position will be billed by the CRCNV for its share of Supplemental Power at the market price paid by the CRCNV plus the CRCNV's administrative charge.

EXHIBIT 3

Contract No. P18-JMA

SCHEDULING AND SPOT TRANSACTION CHARGES; COST AND BENEFIT SHARING CALCULATION METHODOLOGY

This Exhibit 3 shall remain in effect until superseded by another Exhibit 3, issued by the CRCNV in compliance with this Agreement.

3.1 Scheduling Entity: The Scheduling Entity (SE) for the BMI Complex is Tenaska Power Services (TPS).

3.2 Short Term Power. Each month, the SE will schedule all resources to the BMI Complex in the most optimal fashion possible on an hourly basis, taking care to balance loads and resources as closely as possible to minimize imbalance costs and penalties. Day-ahead and hourly purchases/sales that TPS makes to balance loads and resources at the Complex are referred to as “Short-Term Power” purchases and sales. Each of the Contractors will be assigned a share of Short-Term Power purchases and sales based on the CRCNV’s determination of which Contractors caused the need for the Short-Term Power purchases and/or sales. Where no causation can be determined, each of the Contractors will be assigned a share of Short-Term Power purchases and sales in proportion to their metered load.

3.3 Scheduling Fees. Scheduling fees assessed by the SE, if any, will be apportioned to each contractor based on the Contractor’s sharing percentage of monthly, metered load.

3.4 Net Optimization Benefits (NOB): During months that the SE engages in optimization transactions related to the Hoover resource, the NOB that is generated by the SE, whether positive or negative, will be apportioned to the Contractors at the end of the month based on each Contractors’ pre-pooled share of Hoover Power. Any revenue generated by the sale of Renewable Attributes associated with the optimization

transactions will also be apportioned to the Contractors at the end of the month based on each Contractors' pre-pooled share of Hoover Power.

EXHIBIT 4

Contract No. P18-JMA

DISAGGREGATION OF ANCILLARY SERVICE CHARGES CALCULATION METHODOLOGY

This Exhibit 4 shall remain in effect until superseded by another Exhibit 4, issued by the CRCNV in compliance with this Agreement.

4.1 The Contractors' electrical loads reside within the BAA of Nevada Power Company d.b.a. NV Energy and the CRCNV will be billed for Ancillary Services by NV Energy in accordance with the Ancillary Service Agreement Between CRCNV and NV Energy.

4.2 Ancillary Service Costs assessed by the BAA for the following schedules will be apportioned to each Contractor by multiplying the Contractor's metered load coincident with the hour of the BAA's system peak load, multiplied by BAA's ancillary service rates as published in its Open Access Transmission Tariff (OATT):

Schedule 1: System Control and Load Dispatch

Schedule 2: Voltage Control from Generation Sources

Schedule 3: Regulation and Frequency Response

Schedule 5: Spinning Reserves

Schedule 6: Supplemental Reserves

4.3 At the end of each month, the CRCNV will receive an invoice or a credit from the BAA for Schedule 4 (Energy Imbalance). The invoice is an accounting of the BMI Complex's transaction in the CAISO EIM. At the end of every 5 minutes, load is measured against resources. This results in either a purchase when resources do not meet load or a sale when resources exceed load. The monthly invoice from the BAA will either be a net purchase or a net sale to the BMI Complex and will include EIM uplift costs and fees.

4.3.1 If the invoice is a cost, customers with a remaining Short Energy Position as determined in Exhibit 1, Section 1.2.1.4 will be allocated a pro rata share of the invoice cost.

4.3.2 If the invoice shows a revenue, the revenue will be distributed based on share of metered load regardless of the end of month position.

EXHIBIT 5

Contract No. P18-JMA

METERED LOAD

This Exhibit 5 shall remain in effect until superseded by another Exhibit 5, issued by the CRCNV in compliance with this Agreement.

5.1 All power delivered to the BMI Complex will be measured at the 14.4 kV side of the 230/14.4 kV transformers at CRCNV Substation and will be grossed up by .0075% for losses.

5.2 The CRCNV Substation meter reads will be apportioned to each Contractor using meter data reported by Basic Power Company (BPC) for each of the Contractors that is served from the CRCNV Substation as follows:

5.2.1 Contractor Sharing % Calculation = Contractor's meter read as provided by BPC /Total of all Contractor meter reads provided by BPC.

5.2.2 Contractor Metered Load = CRCNV Substation meter read * Contractor Sharing Percentage.

5.3 Basic Water Company's Metered Load will be measured directly by the CRCNV.

EXHIBIT 6

Contract No. P18-JMA

AUTHORIZED REPRESENTATIVES AND NOTICES

This Exhibit 6, shall remain in effect until superseded by another Exhibit 6, issued by the CRCNV in compliance with this Agreement.

6.1. Senior Executives and alternates are as follows:

CONTRACTORS	SENIOR EXECUTIVE	ALTERNATE
Colorado River Commission of Nevada	Eric Witkoski Executive Director ewitkoski@crc.nv.gov	Sara Price Senior Assistant Director sprice@crc.nv.gov
Henderson WC, LLC (formerly Basic Water Co.)	Ruth Beyer Senior Vice President and General Counsel rbeyer@precastcorp.com	Stephen Tachouet VP, Treasurer stachouet@precastcorp.com
Lhoist North America of Arizona, Inc.	Kenneth E. Curtiss Vice President & General Counsel ken.curtiss@lhoist.com	Travis Soffel General Manager travis.soffel@lhoist.com
Pioneer Americas LLC dba Olin Chlor Alkali Products	Joe Roth Director, Integrated Plant Strategy jroth@olin.com	Gil Doucet Plant Manager gjdoucet@olin.com
Titanium Metals Corporation	Steve Wright President steve.wright@timet.com	Fred Schwarz Vice President of Finance fred.schwarz@timet.com
EMD dba Borman Specialty Materials	William Golden President wjgolden@bormansm.com	Travis Starling Director of Maintenance travis.starling@bormansm.com

6.2. Authorized Representatives and alternates are as follows:

CONTRACTORS	AUTHORIZED REPRESENTATIVE	ALTERNATE
Colorado River Commission of Nevada	Gail Bates, Assistant Director, Hydropower gbates@crc.nv.gov	Craig Pyper Hydropower Program Manager cpyper@crc.nv.gov
Henderson WC, LLC (formerly Basic Water Co.)	Stephen Tachouet VP, Treasurer stachouet@precastcorp.com	Isaiah Henry Sr. Engineer, Manufacturing Process Technology Isaiah.henry@timet.com
Lhoist North America of Arizona, Inc.	Kenneth E. Curtiss VP & General Counsel ken.curtiss@lhoist.com	Travis Soffel General Manager travis.soffel@lhoist.com
Pioneer Americas LLC dba Olin Chlor Alkali Products	Gil Doucet Plant Manager gjdoucet@olin.com	Nick Allred Senior Procurement Manager jnallred@olin.com
Titanium Metals Corporation	Eddie Beckwith Director of Operations Eddie.Beckwith@timet.com	Elizabeth Andersen Controller Eandersen@timet.com
EMD dba Borman Specialty Materials	Travis Starling Director of Maintenance travis.starling@bormansm.com	Curtis Yao Process Engineer Curtis.yao@bormansm.com

6.3. All notices and official communications sent to the CRCNV should be sent to:

Colorado River Commission of Nevada

100 N. City Parkway, Suite 1100

Las Vegas, NV 89106

Attn: Hydropower Department

Email: CRCPower@crc.nv.gov

6.4. All notices and official communications sent to the Contractors should be sent to:

Henderson WC, LLC (formerly Basic Water Co.)
5885 Meadows Road, Suite 620
Lake Oswego, OR 97035

Attn: Ruth Beyer	Email: rbeyer@precastcorp.com
Attn: Jason Dalton	Email: jdalton@precastcorp.com
Attn: Steve Tachouet	Email: stachouet@precastcorp.com

Lhoist North America of Arizona, Inc.
3700 Hulen Street
Fort Worth, TX 76107

Attn: Ken Curtiss	Email: ken.curtiss@lhoist.com
Attn: Travis Soffel	Email: travis.soffel@lhoist.com

Pioneer Americas LLC dba Olin Chlor Alkali Products
490 Stuart Road NE
Cleveland, TN 37312

Attn: Gil Doucet	Email: gjdoucet@olin.com
Attn: Nick Allred	Email: jnallred@olin.com

Titanium Metals Corporation
(U.S. Postal)
PO Box 2128
Henderson, NV 89009

(Fedex/UPS)
Titanium Metals Corporation
181 N. Water Street
Henderson, NV 89015

Attn: Steve Wright	Email: steve.wright@timet.com
Attn: Ruth Beyer	Email: rbeyer@precastcorp.com
Attn: Jason Dalton	Email: jdalton@precastcorp.com

EMD Aquisition, Inc. dba Borman Specialty Materials
560 W. Lake Mead Parkway
Henderson, NV 89015

Attn: William Golden	Email: wjgolden@bormansm.com
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COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM G
FOR MEETING OF DECEMBER 10, 2024

SUBJECT: <i>For Possible Action:</i> To approve Contract No. P08-TINF between the Colorado River Commission of Nevada and Valley Electric Association, Inc., for Electricity Transmission Services over the Parker-Davis Project Southern Nevada Facilities.
RELATED TO AGENDA ITEM:
RECOMMENDATION OR RECOMMENDED MOTION: Staff recommend that the Commission approve the contract and authorize the Executive Director to sign the contract on behalf of the Commission.
FISCAL IMPACT: None.

STAFF COMMENTS AND BACKGROUND:

A. Background of Contract

In August 2019, the Colorado River Commission of Nevada (Commission) approved Contract No. P08-SLCESC (Power Contract) with Valley Electric Association, Inc. for hydropower from the Salt Lake City Area Integrated Project that provides for electric power services that began October 1, 2024, and ends on September 30, 2057.

Section 4.2.2.2 of the Power Contract requires, as a condition of the Commission's obligations, that a contractor directly interconnected to the Parker-Davis Project Southern Nevada Facilities, must enter a contract with the Commission to take and pay for service over those facilities.

Section 6.3.4 of the Power Contract provides for the Commission and the contractor to enter into an interconnection agreement to provide continuous or backup transmission service over the Parker-Davis Project Southern Nevada Facilities if there is a direct interconnection to the facilities.

The attached Contract P08-TINF, for Transmission Services, satisfies the requirements of Section 4.2.2.2 and Section 6.3.4 of the Power Contract. The Transmission Services contract requires Valley Electric Association to pay for expenses charged to the Commission by Western Area Power Administration that are directly attributable to the electrical point of interconnection between Valley Electric Association's transmission system and the Parker-Davis Project Southern Nevada Facilities. In addition, the Transmission Services contract calls for Valley Electric Association to take and pay for transmission service over the Parker-Davis Project Southern Nevada Facilities whenever its primary transmission source is unable to deliver all of their power resources.

B. Staff's Recommendation

Staff recommend the Commission approve Contract No. P08-TINF between the Colorado River Commission of Nevada and Valley Electric Association, Inc., for Transmission Services.

CONTRACT No. P08-TINF

Between

Colorado River Commission of Nevada

and

Valley Electric Association, Inc. for

Transmission Services

1. PREAMBLE. This CONTRACT FOR TRANSMISSION SERVICES, hereinafter referred to as the "Contract," is made by and between the State of Nevada, acting by and through its COLORADO RIVER COMMISSION of NEVADA, hereinafter referred to as the CRCNV or the Commission, created by and existing pursuant to state law, the CRCNV acting both as principal in its own behalf and as an agent on behalf of the state, and VALLEY ELECTRIC ASSOCIATION, INC., a nonprofit cooperative corporation organized under the laws of the State of Nevada, its successors and assigns, hereinafter referred to as the CONTRACTOR, each sometimes hereinafter individually called "Party," and both sometimes hereinafter collectively called "Parties."

2. EXPLANATORY RECITALS

2.1 The CRCNV and the United States of America, Department of Energy acting by and through, the Western Area Power Administration ("WAPA") entered into WAPA Contract No. 93-PAO-10553, CRCNV Contract No. 18-65, as it may be amended or superseded, for Use of the Parker-Davis Project Southern Nevada Facilities, (hereinafter, the "P-DP SNF Contract").

2.2 The P-DP SNF Contract provides for CRCNV to pay WAPA for the operation and maintenance of the Parker-Davis Project Southern Nevada Facilities ("P-DP SNF"),

including various substation interconnection facilities at Henderson Switching Station, Amargosa Substation, Boulder City Tap Substation, Clark Tie Substation, and Mead Substation.

2.3 WAPA owns, operates and maintains Amargosa Substation, located in the Amargosa Valley, including certain Interconnection Facilities with a normally closed breaker. A 230-kV Power Transformer at the Interconnection Facilities is owned by the CONTRACTOR, but is operated and maintained by WAPA.

2.4 CONTRACTOR and CRCNV entered into Contract No. P08-SLCESC for the Sale of Electric Power from the Salt Lake City Area Integrated Projects (hereinafter “SLCA/IP Contract”) which provides for the delivery of power from the Salt Lake City Area Integrated Projects to the CONTRACTOR beginning on October 1, 2024.

2.5 Section 4.2.2.2 of the SLCA/IP Contract requires, as a condition precedent to the CRCNV’s obligations, that a CONTRACTOR directly interconnected to the P-DP SNF, must enter into a contract with the CRCNV to take and pay for service over those facilities prior to June 1, 2024 for power deliveries beginning on October 1, 2024.

2.6 Section 6.3.4 of the SLCA/IP Contract provides for the CRCNV and the CONTRACTOR to enter into an interconnection agreement to provide continuous or backup transmission service over the P-DP SNF, or if there is a direct interconnection to the P-DP SNF prior to June 1, 2024. This Contract satisfies the requirements of Section 4.2.2.2 and Section 6.3.4 of the SLCA/IP Contract.

2.7 CRCNV agrees to provide transmission service over the P-DP SNF to the

CONTRACTOR through the electrical and physical facilities located inside Amargosa Substation that are owned and maintained by WAPA and included in the annual charges billed to the CRCNV under the P-DP SNF Contract at Amargosa Substation ("Interconnection Facilities") on the terms specified herein.

WHEREFORE, IN CONSIDERATION OF the mutual promises contained herein, the Parties agree as follows:

3. DEFINITIONS. As used in this Contract and unless otherwise defined herein, the following terms have the meanings ascribed to them in the following subsections:

3.1 Amargosa Substation: A substation owned, operated and maintained by WAPA containing Interconnection Facilities from which CONTRACTOR takes transmission service. The CONTRACTOR owns a 230-Kv Power Transformer located at the Interconnection Facilities that is operated and maintained by WAPA.

3.2 Authorized Representative: A representative of a Party designated as an Authorized Representative in accordance with Section 12 and identified in Exhibit 3.

3.3 Balancing Authority (BA): The responsible entity that integrates resource plans ahead of time, maintains load-interchange-generation balance within a balancing authority area, supports interconnection frequency and other ancillary services in real-time.

3.4 Billing Period: The period beginning on the first Day of any calendar month and extending through the last Day of any calendar month during the term of this Contract.

3.5 Commission: The Colorado River Commission of Nevada (CRCNV) or the

Executive Director of the Commission, acting on behalf of the Commission.

3.6 CONTRACTOR Use Fee: Shall have the meaning set out in Section 6.1.

3.7 Day: A calendar day.

3.8 Electric Power: The electric capacity and energy that is delivered to the CONTRACTOR through the P-DP SNF transmission system.

3.9 Emergency: An abnormal system condition, which requires immediate manual or automatic action to protect the health and safety of the workmen or the public; to prevent loss of firm load, or equipment damage; or to prevent tripping of the system elements that could adversely affect the reliability of the electric facilities.

3.10 Emergency Repairs or Replacements: Repairs or replacements due to an Emergency.

3.11 Fiscal Year: The twelve (12) month period so designated by federal law, currently commencing October 1 of each year.

3.12 Force Majeure: Any cause beyond the reasonable control of the Party affected, including but not limited to strikes, failure of public transportation, failure of facilities, epidemic, war, riot, civil disturbance, labor disturbance, sabotage, unlawful actions or omission by others, restraint or act by court, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, storms, or lightning that, by exercise of due diligence and foresight, the Party could not reasonably have been expected to avoid. Force Majeure is expressly understood to include the inability to acquire for any particular component

of the Interconnection Facilities, the necessary environmental permits, land use or other required authorizations from the United States, or other permits or authorizations. The following shall not be considered Force Majeure: (i) CONTRACTOR's cost of obtaining capacity and/or energy; or (ii) CONTRACTOR's inability due to the price of the capacity and/or energy, to use or resell such capacity and/or energy. The Parties have evaluated the effects of COVID-19 on this Contract, and expressly agree that COVID-19 and what is known about COVID-19 as of the execution of this Contract are not considered a basis for a Force Majeure event.

3.13 Interconnection Facilities: has the meaning set forth in Subsection 2.7.

3.14 NAC: Nevada Administrative Code.

3.15 NRS: Nevada Revised Statutes.

3.16 Party or Parties: The CRCNV and/or the Contractor.

3.17 P-DP SNF: The Parker-Davis Project Southern Nevada Facilities, which are the WAPA-owned facilities, structures, equipment, land and/or right(s)-of-way at the 230-kV Switchyard (Henderson Switching Station); the Amargosa Substation; the Boulder City Tap; the Mead-Basic 230-kV Transmission Line; the Mead-Arizona/Nevada (States) Switchyard 230-kV Transmission Line; and any additions, upgrades or betterments that become an integral part of the Parker-Davis Project Southern Nevada Facilities.

3.18 P-DP SNF Contract: has the meaning set forth in Subsection 2.1.

3.19 Points of Interconnection: The points identified in Exhibit 1 at which the power delivery facilities of the CONTRACTOR are connected to the P-DP SNF.

3.20 Prudent Utility Practices: Any of the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. The term is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to the acceptable practices, methods, or acts generally accepted in the Western Electricity Coordinating Council region.

3.21 Senior Executives: The Executive Director of the CRCNV and the Senior Executive of the CONTRACTOR designated by the CONTRACTOR and specified in Exhibit 3 as the person authorized to resolve disputes.

3.22 Staff: Staff of the CRCNV.

3.23 WAPA: The Western Area Power Administration of the United States Department of Energy, or its successor organization(s).

3.24 WAPA Use Fee: The annual fee assessed by WAPA to maintain the Interconnection Facilities pursuant to the P-DP SNF Contract.

4. TERM OF CONTRACT AND TERMINATION

4.1 This Contract shall become effective upon execution by the Parties. Except as otherwise provided in this Section, the term of this Contract shall commence on October 1, 2024 and shall remain in effect for ten (10) years (the "Term") until midnight, on

September 30, 2034 (the "Termination Date"), unless terminated earlier pursuant to this section. Notwithstanding the Termination Date, the contract will renew for consecutive one-year terms after the Termination Date, unless and until notice is provided pursuant to Section 4.2. No renewals shall extend beyond 2057.

4.2 Either Party shall have the right to terminate this Contract prior to the Termination Date and upon sixty (60) days written notice for the following reasons:

4.2.1 WAPA (i) discontinues charging the CRCNV for the maintenance of the Interconnection Facilities at Amargosa Substation either directly under the P-DP SNF Contract or through a rate charged by WAPA that recovers WAPA's costs to maintain the Interconnection Facilities and (ii) the Parties have entered into an alternative transmission service agreement or some other contract that provides for the recovery of costs charged by WAPA to the CRCNV for provision of transmission service.

4.2.2 By mutual agreement of the Parties.

4.2.3 The other Party is in default of its obligations under this Contract, including Section 11 hereto.

4.3 This Contract shall not cancel or modify any obligation of either of the Parties under other existing contracts between themselves or existing contracts between the CRCNV and other entities.

4.4 Obligations incurred prior to or as a result of any termination pursuant to this Section 4, including CONTRACTOR's obligation to pay the charges set forth in this Contract,

shall survive any termination hereunder.

5. TRANSMISSION SERVICE DELIVERY OF ELECTRIC POWER.

5.1 In the event that CONTRACTOR's primary transmission service paths cannot deliver all power resources, CONTRACTOR may use the Interconnection Facilities at Amargosa Substation for Transmission Service on a firm basis, including over the P-DP SNF. The CONTRACTOR does not have the right to use firm transmission on the P-DP SNF on a continuous basis, including the Interconnection Facilities. If continuous use of the system occurs or is planned to occur, the CONTRACTOR and the CRCNV shall negotiate amendments to this Contract to allow for continuous firm transmission service and a proportionate share of the full cost to operate and maintain the P-DP SNF. For purposes of this section, continuous use of the P-DP system is deemed to occur if no amendments have been negotiated for this Contract and the CONTRACTOR uses the P-DP SNF more than 30 consecutive days or more than 60 days in a 6-month period, as evidenced by documented e-tag transactions (referred to herein as "Unauthorized Use"). This limitation may be waived by CRCNV if the continuous usage is due to extended transmission outages or Emergencies, or in other extenuating circumstances.

5.2 If Transmission Service is provided, CONTRACTOR agrees to pay CRCNV the charge specified in Exhibit 2 (the "Transmission Charge") stated on a \$ per kW-day basis, times the maximum hourly demand measured in kW for each calendar day of usage based on documented e-tag transactions in accordance with Subsection 9.1.

5.3 If Unauthorized Use occurs as defined in Section 5.1, the CRCNV may assess a charge in an amount equal to three (3) times the amount of the monthly transmission

charge specified in Exhibit 2 (stated on a \$ per kW-month basis) times the maximum hourly unauthorized use measured in kW based on e-tag transactions provided in accordance with Subsection 9.1 in each period during which the unauthorized use occurred (the "Unauthorized Use Charge").

5.4 CONTRACTOR may request additional Point(s) of Interconnection on the P-DP SNF. In response to such request, the CRCNV will submit a request to WAPA to establish additional Point(s) of Interconnection and, with written consent of the CONTRACTOR, enter into necessary agreements with WAPA to establish the Point(s) of Interconnection. The CONTRACTOR will be responsible for the actual costs of establishing the Point(s) of Interconnection including, but not limited to, study costs, equipment costs, or labor costs, as may be imposed by WAPA, CRCNV or other entities. Upon completion of additional Point(s) of Interconnection on the P-DP SNF, the CRCNV will provide the CONTRACTOR with a revised Exhibit 1 to be made a part hereof and the charges in Exhibit 2 shall be adjusted accordingly. The Parties shall also amend this Contract to facilitate any such additional Points of Interconnection, including but not limited to the definition of Interconnection Facilities and the applicable rates and charges for transmission service and operations and maintenance use fees.

6. BILLINGS. PAYMENTS. RATES AND CHARGES.

6.1 The CONTRACTOR shall pay the CRCNV monthly for 1/12th of the Amargosa Substation specific costs identified on Exhibit 2 pertaining to the WAPA Use Fee under the P-DP SNF Contract ("CONTRACTOR Use Fee").

6.2 The CONTRACTOR shall pay the CRCNV for transmission service over the

Interconnection Facilities pursuant to Section 5.

6.3 The CONTRACTOR shall pay the CRCNV for a proportional share of any other charges assessed by WAPA in connection with service provided pursuant to the P-DP SNF Contract.

6.4 In addition to the charges in Section 6.1, the CONTRACTOR shall pay for a proportional share of:

6.4.1 Late charges that are assessed to the CRCNV by WAPA in connection with the services provided under this Contract; and

6.4.2 Interest on unpaid balances assessed in accordance with Section 6.6.

6.5 The CONTRACTOR Use Fee as may be hereafter amended or supplemented will be included in Exhibit 2 and will be provided to the CONTRACTOR.

6.6 Bills issued by the CRCNV are due and payable by the CONTRACTOR, within twenty (20) Days after the invoice date.

6.7 For any invoice that is not paid in accordance with Subsection 6.6, late charges may be imposed: (i) to compensate the CRCNV for late charges that are assessed to the CRCNV by third parties; and (ii) any other late charges, including fees and interest, approved by the Commission.

6.8 If the CRCNV determines that it will need working capital to implement the terms of this Contract, or require pre-payment for all or a portion of the amounts owed under this Contract, as authorized under NAC 538.744, Staff will present a CRCNV working capital

and/or prepayment proposal to the CRCNV for action at a CRCNV meeting. CRCNV Staff will provide the CONTRACTOR with at least sixty (60) Days to review and comment upon the CRCNV working capital and/or prepayment proposal prior to seeking Commission approval.

6.9 If any portion of any bill described in this Section is disputed, the disputed amount shall be paid under protest when due and the protest shall be accompanied by a written statement indicating the basis for the protest. Protests must be filed with the CRCNV within ninety (90) days of the date of the invoice containing the protested amount or within ninety (90) days of the discovery of the error. However, no disputes may be asserted or filed after the Fiscal Year-end closing performed by the CRCNV.

6.10 The CONTRACTOR, at its own expense, shall have the right to review the books and records of the CRCNV, during the CRCNV's normal business hours, in order to ascertain the reasonableness and propriety of any charges due or billed under the provisions of this Section.

7. ANCILLARY SERVICES. CONTRACTOR, or its agent, will be responsible for providing all ancillary services required by WAPA or the BA (or any successor entity to the functions thereto) in conjunction with the provision of services under this Contract. The CONTRACTOR shall effectuate such agreements with its suppliers, subcontractors, or agents as are necessary to satisfy their obligations under this Section.

8. OPERATION, MAINTENANCE AND REPAIR OF INTERCONNECTION FACILITIES.

8.1 To the extent Contractor owns, operates, or maintains facilities at Amargosa Substation, Contractor shall follow Prudent Utility Practices. Contractor may satisfy this obligation through a binding O&M agreement with WAPA. Such agreement shall be provided to CRCNV for inspection upon request. However, the absence of an applicable agreement shall not constitute default under this subsection.

8.2 The Parties shall inform each other, not less than twelve (12) months in advance, of any known or planned major renovations or upgrades in their respective power facilities, with the exception of Emergency Repairs or Replacements, that will i) permanently affect the other's ability to deliver or receive Electric Power through the Interconnection Facilities, ii) materially affect the capacity which can be delivered through the Interconnection Facilities, or iii) that will require changes to the Point(s) of Interconnection with the CONTRACTOR.

8.3 The CRCNV shall inform the CONTRACTOR, as soon as practicable, but within a period not to exceed five (5) Days of receiving notice from WAPA, of any changes to the P-DP SNF contemplated or proposed by WAPA if such changes may affect the ability of the CONTRACTOR to receive Electric Power through the Interconnection Facilities.

9. MEASURING TRANSMISSION USAGE

9.1 To calculate the amount of Transmission Service used, the CONTRACTOR shall provide, or cause to be provided to CRCNV e-tags documenting energy transfers from the P-DP SNF through the Interconnection Facilities. Such e-tags shall be used as the official measurement of the amount of energy delivered from and/or to the Point(s) of

Interconnection, and shall be summarized and provided to CRCNV on a quarterly basis, for any quarter in which Transmission Service was used. In quarters where Transmission Service was used, CONTRACTOR will report e-tag information no later than 30 days after the end of a calendar quarter.

9.2 For audit purposes, CRCNV shall have the right to inspect historical e-tag transaction information for any power scheduled over the facilities by CONTRACTOR. Such information, which shall include e-tag transaction information for the calendar year shall be requested by CRCNV within 60 days after the end of the calendar year in question, and provided by CONTRACTOR within 60 days of such request. In the event a discrepancy is determined between quarterly reports and audited e-tag confirmations, CRCNV may add a one-time charge or credit on a future monthly invoice in that calendar year. Limitations on disputes in Section 6.9 shall not apply to charges assessed under this subsection.

10. CONTROLS AND POSSESSION OF FACILITIES. Each Party shall remain in exclusive control and possession of its facilities, and this Contract shall not be construed to grant either Party any rights of ownership, control, access or possession of the other's facilities.

11. DEFAULT BY CONTRACTOR. Subject to the CRCNV's regulations set forth at NAC chapter 538, the CONTRACTOR shall be in default if the charges applied under this Contract, set forth in Section 6 of this Contract, are not paid in accordance with that Section or the CONTRACTOR failed to perform any other of its obligations under this Contract. The CRCNV shall provide notice to the CONTRACTOR of the default, and the CONTRACTOR shall have the opportunity to cure its non-performance, as provided

for under NAC 538.746. The CRCNV may, at its discretion, terminate this Contract if the CONTRACTOR fails to timely cure the default, provided that the CONTRACTOR's obligation to pay the charges set forth in this Contract shall survive such termination.

12. AUTHORIZED REPRESENTATIVES. Each Party, by written notice to the other, shall designate an Authorized Representative, and any alternate, who is authorized to act on its behalf with respect to those matters contained in the Contract. Either Party may change the designation of its Authorized Representative, and any alternate, upon oral notice given to the other and confirmed promptly by written notice within thirty (30) Days thereafter. The names of the Authorized Representatives of the Parties shall be set forth in Exhibit 3. Parties may limit the authorizations of the alternates by providing written notice of such limitation, however, Parties must supply the names of alternates, who when combined possess the authorizations to act on its behalf with respect to all matters contained in this Contract.

13. EXHIBITS MADE PART OF CONTRACT. Exhibits 1 - 3 are hereby made a part of this Contract with the same effect as if they had been expressly set forth herein. Exhibit 1 may be revised from time to time to modify the Point(s) of Interconnection. Exhibit 2 may be revised from time to time to state the current amount of the CONTRACTOR Use Fee payable by the CONTRACTOR under this Contract. The CONTRACTOR's payment, except under protest, of the charges set out in Exhibit 2, following the CRCNV's amendment thereof, shall constitute the CONTRACTOR's mutual assent to the amendment of Exhibit 2. Exhibit 3 shall be revised and distributed by CRCNV upon receiving notice from the CONTRACTOR changing its Authorized Representative or preferred Notice provisions. The initial Exhibits 1, 2, and 3 shall remain fully in effect

until superseded by subsequent exhibits issued by the CRCNV in compliance with this Contract.

14. LIABILITY.

14.1. Except as herein provided and except to the extent of any matter covered by project insurance, none of the Parties, nor their respective directors, officers or employees, shall be liable to the other Party for any loss or damage of any kind or nature, including direct, indirect or consequential losses or damages, resulting from the past or future performance or nonperformance of their respective duties or obligations pursuant to this Contract. The Parties expressly release the other Party, and their respective directors, officers, and employees, from any claim, demand, obligation or liability against or of such other Party, its directors, officers, and employees for any such loss or damage. If any judgment is rendered against a Party, or its respective directors, officers or employees, for any loss or damage which is covered by project specific insurance, but for which for any reason payment is not made to that Party, the Party awarded such judgment shall not execute, levy or otherwise enforce such judgment, including recording or effecting a judgment lien, against the other Party, or its respective directors, officers or employees. Notwithstanding the above provisions, the Parties do not waive any cause of action, claim, right or remedies against non-Parties for damages which are contributed to or caused by others.

14.2 The provisions of this Section must not be construed so as to relieve any insurer of its obligation to pay any insurance proceeds in accordance with the terms and conditions of valid and collectible insurance policies.

15. INDEMNIFICATION. The Parties hereby agree to hold each other harmless, and defend and indemnify each other, and the directors, officers, employees, agents, successors or assigns of each, from any claims, demands, costs, losses, causes of action, damages or liability, of whatsoever kind or nature, arising by reason of the death or bodily injury of persons, or injury or damage to property resulting from either Party's performance of its responsibilities under this Contract or from either Party's use of its real or personal property as may be required to perform its responsibilities under this Contract, except to the extent such claims, demands, costs, losses, causes of action, damages or liabilities arise out of the intentional or gross negligence of persons under the control of either Party.

16. DISPUTE RESOLUTION PROCESS.

16.1 If a dispute arises between the Parties, that is not resolved through discussions of their Authorized Representatives, any Party may, by written notice identifying the matter with particularity, submit the matter to the Senior Executives for resolution.

In the event that a dispute is not resolved to the satisfaction of each Party by the Senior Executives, the Parties may pursue any and all legal remedies in accordance with Subsection 23.7.

16.2 If in any such dispute or court proceeding, an amount paid by the CONTRACTOR on the demand or bill of the CRCNV is held not to have been due; it shall be refunded with no interest.

17. EFFECT OF SECTION HEADINGS AND RECITALS. The section headings, which

appear in this Contract, are inserted for convenience only and shall not be construed as interpretations of the text of the Contract. The recitals set forth at the beginning of this Contract are intended by the Parties to be substantive provisions of this Contract. They are incorporated herein by this reference as part of this Contract. If there is a conflict between the recitals and the terms in the body of the Contract, the terms in the body of the Contract will prevail over the recitals.

18. NOTICES.

18.1 Any notice, demand, or request required or authorized by this Contract to be served, given or made shall be deemed properly served, given or made if delivered in person or sent by certified mail, postage prepaid, to the persons specified in Exhibit 3.

18.2 Either Party may at any time, by written notice to the other Party, update Exhibit 3 and designate different or additional persons or different addresses for the giving of notices, demands or requests hereunder.

18.3 The Parties may, at any time, by written letter agreement, designate a different method of notice including but not limited to electronic communication.

19. ASSIGNMENT OF CONTRACT. The CONTRACTOR may assign this Contract, pursuant to NAC 538.550, only with the prior written approval of the CRCNV, which shall not be unreasonably withheld, conditioned or delayed. Such assignment shall take effect only upon satisfaction of all requirements for the assignment including the assumption by the assignee of all obligations and liabilities under the Contract.

20. FORCE MAJEURE.

20.1 No Party shall be considered to be in breach of this Contract to the extent that a failure to perform its obligations under this Contract is due to a Force Majeure cause or event. In such an event, the intervening Force Majeure cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of the Contract after the intervening Force Majeure cause ceases.

20.2 No Party shall be relieved by the operation of this Section of any obligation to pay all of the charges set out in Section 6.

20.3 Any Party rendered unable to fulfill any of its obligations by reason of a Force Majeure cause or event shall give prompt written notice of such fact to the other Party and shall exercise due diligence to remove such inability to fulfill any of its obligations with all reasonable dispatch.

21. AMENDMENTS AND MODIFICATIONS. This Contract may be amended or modified only by an amendment or modification duly and lawfully executed by the Parties, with the exception of amendments to Exhibits 1, 2, and 3 as set out herein.

22. ACCESS TO BOOKS AND RECORDS.

22.1 The Authorized Representative(s) of the CRCNV shall have the right to inspect at all reasonable times during normal business hours, the books and records of the CONTRACTOR related to this Contract, with the right to make copies of those books and records; which are not proprietary or confidential.

22.2 The Authorized Representative of the CONTRACTOR shall have the right to inspect at all reasonable times during normal business hours, the books and records of the CRCNV related to this Contract, with the right to make copies of those books and records, which access shall be provided in compliance with NRS Chapter 239.

23. GENERAL CONTRACT PROVISIONS.

23.1 Reference to Section. Subsection. Paragraph. or Subparagraph. A reference to a section, subsection, paragraph, or subparagraph shall include all the subparts of such referenced section, subsection, paragraph, or subparagraph.

23.2 Documents. Each Party agrees, upon request by any other Party, to make, execute, and deliver any and all documents reasonably required to implement the terms, covenants, and conditions of this Contract.

23.3 No Third Party Beneficiaries. This Contract is made solely for the benefit of the Parties and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right, as a third-party beneficiary or otherwise, by virtue of this Contract.

23.4 Waiver. By mutual written consent of the Parties, performance by one or more of the Parties of any obligation under this Contract may be excused or waived. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by any Party of the breach of any covenant of this Contract shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Contract.

23.5 Severability. If any of the terms, covenants or conditions of this Contract, or the application of any such term, covenant or condition to any person or circumstance, is held invalid by any court having jurisdiction, the remainder of this Contract, and the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby. Should any provision of this Contract be declared invalid or prohibited, the Parties shall in good faith negotiate a new provision that achieves the intent of the Parties at the time of execution to the nearest extent possible, to replace the provision declared invalid or prohibited, and amend this Contract to include such provision.

23.6 Entire Agreement. This Contract and its integrated exhibits and any incorporated agreement, document or instrument, constitutes the entire agreement of the Parties, and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract.

23.7 Governing Law. Jurisdiction. This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving any effect to any principle of conflict of laws that would require the application of the law to any other jurisdiction. The Parties consent to the exclusive jurisdiction of a court of competent jurisdiction in Clark County, Nevada for enforcement of this Contract.

23.8 Continued Cooperation. The CRCNV and the CONTRACTOR will work together in a collaborative manner to accommodate changes in circumstances during the term of this Contract, including without limitation evolving wholesale energy markets and transmission services, and changes in technology and hydrology, by taking necessary action which may include amending this Contract or execution of ancillary agreements.

23.9 Execution in Counterpart. This Contract may be executed in any number of counterparts and, upon execution and delivery by each Party, the executed and delivered counterparts together shall have the same force and effect as an original instrument as if both Parties had signed the same instrument. Any signature page of this Contract may be detached from any counterpart of this Contract without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Contract identical in form hereto, by having attached to it one or more signature pages.

23.10 Authority to Execute. Each individual signing this Contract represents and warrants that the Party represented has duly authorized such individual to execute this Contract with the intent that the Party be bound and obligated hereby.

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IN WITNESS WHEREOF, the Parties signing below have caused this Contract to be executed on the date provided below.

**STATE OF NEVADA, acting by and through
its COLORADO RIVER COMMISSION OF
NEVADA**

_____	_____
Eric Witkoski	Date
Executive Director	Puoy Premsrut
	Chairwoman
	Date

Approved as to form:

_____	_____
Michelle Briggs	Date
Special Counsel, Attorney General's Office	

VALLEY ELECTRIC ASSOCIATION, INC.

Approved as to form:

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 1

Contract No. P08-TINF

POINT(S) OF INTERCONNECTION

This Exhibit 1, effective October 1, 2024, shall remain in effect until superseded by another Exhibit 1, issued by the CRCNV in compliance with the Contract.

Point(s) of Interconnection on P-DP SNF: Amargosa Substation 230 kV

EXHIBIT 2
Contract No. P08-TINF
CONTRACTOR USE FEE, TRANSMISSION USE FEE
AND UNAUTHORIZED USE CHARGE

This Exhibit 2, effective October 1, 2024, shall remain in effect until superseded by another Exhibit 2, issued by the CRCNV in compliance with the Contract.

1. CONTRACTOR Use Fee. Upon receipt of WAPA's annual charge under the PD-P SNF Contract, the CRCNV will calculate an annual charge for each Point of Interconnection which will consist of directly assigned costs at each Point of Interconnection. Directly Assigned Costs include:
 - WAPA annual capital investment debt service costs
 - WAPA moving 5-year average of O&M and environmental costs
 - Proportionate share of WAPA 5-year average general operating costs

For Fiscal Year 2025, the annual CONTRACTOR Use Fee is \$ 50,429.38 which will be divided by 12 and billed in monthly increments of \$4,202.45.

2. Transmission Charge. The charge for Transmission Service pursuant to Section 5.2 shall be:

\$0.01167/kW-day

3. Unauthorized Use Charge. The monthly transmission charge is \$0.36/kW-month. The Unauthorized Use Charge pursuant to Section 5.3 shall be:

\$1.08/kW-mo

The CONTRACTOR Use Fee, Transmission Charge, and Unauthorized Use Charge for each fiscal year may be amended or changed based on cost information provided by

WAPA on an annual basis. CRCNV shall update this Exhibit 2 prior to the commencement of each Fiscal Year.

EXHIBIT 3
Contract No. P08-TINF
NOTICES AND AUTHORIZED REPRESENTATIVES

This Exhibit 3 shall remain in effect until superseded by another Exhibit 3, issued by the CRCNV in compliance with the Contract.

3.1 Authorized Representatives of the Parties and alternates are as follows:

Party	Authorized Representative	Alternate Authorized Representative
Colorado River Commission of Nevada	Gail Bates, Assistant Director of Hydropower	Craig Pyper, Hydropower Program Manager
Valley Electric Association	Logan Gernet, Vice President of Engineering, Operations, and Power Supply	Gabe DeGuzman, Director of Transmission Services and Load Management

3.2 Senior Executives of the Parties are as follows:

Party	Senior Executive
Colorado River Commission of Nevada	Eric P. Witkoski Executive Director, CRCNV
Valley Electric Association	Robby Hamlin Chief Executive Officer, Valley Electric Association, Inc.

3.3 All notices and official communications sent to the CRCNV should be sent to:

Colorado River Commission of Nevada
100 N. City Parkway Suite 1100
Las Vegas, NV 89106
Attn: Hydropower Department
Email: CRCPower@crc.nv.gov

3.4 All notices and official communications sent to the Contractor should be sent to:

Valley Electric Association
PO Box 237
Pahrump, Nevada, 89041
Attn: Power Supply and Transmission Services

Email: energynotices@vea.coop

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM H
FOR MEETING OF DECEMBER 10, 2024**

SUBJECT: <i>For Information Only:</i> Update on budget submitted for the FY 2026 and FY 2027 and related matters and upcoming 2025 Legislative session.
RELATED TO AGENDA ITEM: None.
RECOMMENDATION OR RECOMMENDED MOTION:
FISCAL IMPACT: None.

STAFF COMMENTS AND BACKGROUND:

Staff will provide an update at the Commission meeting.

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM I
FOR MEETING OF DECEMBER 10, 2024**

SUBJECT: For Information Only: Update on pending legal matters, including Federal Energy Regulatory Commission, Public Utilities Commission of Nevada filings and Federal Legislation.

RELATED TO AGENDA ITEM:

None.

RECOMMENDATION OR RECOMMENDED MOTION:
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None.

FISCAL IMPACT:

None.

STAFF COMMENTS AND BACKGROUND:

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM J
FOR MEETING OF DECEMBER 10, 2024**

SUBJECT: For Information Only: Status update from Staff on the hydrological conditions, drought, and climate of the Colorado River Basin, Nevada's consumptive use of Colorado River water, basin negotiations, impacts on hydropower generation, electrical construction activities and other developments on the Colorado River.

RELATED TO AGENDA ITEM:

None.

RECOMMENDATION OR RECOMMENDED MOTION:

None.

FISCAL IMPACT:

None.

STAFF COMMENTS AND BACKGROUND:

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM K
FOR MEETING OF DECEMBER 10, 2024**

SUBJECT: Comments from the public. Members of the public are invited to comment on items on the meeting agenda or on items not contained therein. No action may be taken on a matter raised during public comments until the matter itself has been specifically included on the agenda as an item for possible action.

RELATED TO AGENDA ITEM:

None.

RECOMMENDATION OR RECOMMENDED MOTION:

None.

FISCAL IMPACT:

None.

STAFF COMMENTS AND BACKGROUND:

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM L
FOR MEETING OF DECEMBER 10, 2024**

SUBJECT: Comments and questions from the Commission members
RELATED TO AGENDA ITEM: None.
RECOMMENDATION OR RECOMMENDED MOTION: None.
FISCAL IMPACT: None.

STAFF COMMENTS AND BACKGROUND:

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM M
FOR MEETING OF DECEMBER 10, 2024**

SUBJECT: Selection of the next possible meeting date.
RELATED TO AGENDA ITEM: None.
RECOMMENDATION OR RECOMMENDED MOTION: None.
FISCAL IMPACT: None.

STAFF COMMENTS AND BACKGROUND:

The next meeting is tentatively scheduled for 1:30 p.m. on Tuesday, January 14, 2025, at the Clark County Government Center, Commission Chambers, 500 South Grand Central Parkway, Las Vegas, Nevada 89155.

COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM N
FOR MEETING OF DECEMBER 10, 2024

SUBJECT: Adjournment.
RELATED TO AGENDA ITEM: None.
RECOMMENDATION OR RECOMMENDED MOTION:
FISCAL IMPACT: None.

STAFF COMMENTS AND BACKGROUND: