

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM E  
FOR MEETING OF MAY 14, 2024**

**SUBJECT:** *For Possible Action:* Consideration of and possible action to approve Amendment No. 3 to contract SA-15-02 between Schneider Electric USA, Inc., and the Colorado River Commission of Nevada, for Substation Automation System Support Services to increase the amount of the contract from \$350,000 to \$550,000.

**RELATED TO AGENDA ITEM:**

None.

**RECOMMENDATION OR RECOMMENDED MOTION:** Staff recommends the Commission approve Amendment No. 3 to Contract SA-15-02 with Schneider Electric USA, Inc., and authorize the Executive Director to sign the contract on behalf of the Commission.

**FISCAL IMPACT:**

Adds \$200,000 to the original contract of \$350,000.

**STAFF COMMENTS AND BACKGROUND:**

**A. Request for Amendment:**

The proposed Amendment No. 3 of contract SA-15-02 between Schneider Electric USA, Inc. (Schneider Electric) and the Colorado River Commission of Nevada (Commission) would add an additional \$200,000 to original contract amount of \$350,000 that was put in place in 2015, to a new limit of \$550,000 under the contract. The term of the contract remains the same and currently is scheduled to terminate in June of 2027. It is expected that the amount originally authorized under the contract will be exhausted by September of 2024, after certain upgrades are completed that are currently being performed.<sup>1</sup>

**B. History of Contract**

On June 9, 2015, the Commission entered contract SA-15-02 with Schneider Electric for an amount of \$350,000.

On March 12, 2019, the Commission approved Amendment No. 1 to Contract SA-15-02 which extended the contract with Schneider Electric until June 30, 2023, and left the total amount authorized under the contract at \$350,000.

On May 9, 2023, the Commission approved Amendment No. 2 to retain the services of Schneider Electric for an additional four-years, but the total amount authorized under the contract was left at the original amount of \$350,000 with a termination date of June 2027.

In May of 2024, under the current proposed Amendment No. 3 to contract SA-15-02, the amendment would add an additional \$200,000 to the original \$350,000 that was approved in June of 2015 and the termination date would remain the same in June 2027.

**C. Reasons for the contract;**

The Commission owns, operates, and maintains seventeen high voltage substations staffed by eight Commission employees in the Commission's Power Delivery Project. In addition, the Commission is responsible for the operation and maintenance of ten substations that are owned

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<sup>1</sup> Staff would note that the \$350,000 originally authorized in 2015, lasted just over nine years.

**COLORADO RIVER COMMISSION OF NEVADA**

**AGENDA ITEM E**

**FOR MEETING OF MAY 14, 2024**

by the Southern Nevada Water Authority and three owned by the Clark County Water Reclamation District.

The Commission's Power Delivery Group relies on Schneider Electric for services related to programming, troubleshooting, and modifying software and hardware required for operation of ION energy meters and utilization of ION Enterprise® software for the routine operation and maintenance of these items. The Commission relies on ION to manage the procurement of electric energy, including scheduling and accounting, with rapid dissemination of real-time metering data.

Due to the proprietary nature of the meters and software used in the Power Delivery Group facilities, Staff initiated a Solicitation Waiver process in accordance with Nevada State Purchasing guidelines.

The Nevada State Purchasing Solicitation Waiver or Sole Source process omits the Request for Proposals process when, as in this instance, proprietary hardware and software are involved. The Solicitation Waiver #140902 was approved by the Administrator of the Nevada State Purchasing Division.

This Contract with Schneider Electric is an enabling-type contract that allows the Commission's operation and maintenance Staff to receive support from Schneider Electric on an as-needed basis for certain tasks and software support. Work under the contract will be authorized by Commission Staff as needed through the development and execution of written task authorizations.

CETS #:	
Solicitation Waiver #:	140902

**AMENDMENT #3**

**TO CONTRACT NO. SA-15-02**

**FOR**

**SOFTWARE SUPPORT SERVICES**

Between the State of Nevada  
Acting By and Through Its

Agency Name:	Colorado River Commission of Nevada
Address:	555 E. Washington Ave., Ste 3100
City, State, Zip Code:	Las Vegas, NV 89101
Contact:	Shae Pelkowski
Phone:	702-376-9997
Fax:	702-856-3617
Email:	<a href="mailto:spelkowski@crc.nv.gov">spelkowski@crc.nv.gov</a>

Contractor Name:	Schneider Electric USA, Inc.
Address:	One Boston Place, Suite 2700
City, State, Zip Code:	Boston, MA 02108
Contact:	Franz Roesner
Phone:	731-516-3072
Email:	<a href="mailto:Franz.Roesner@se.com">Franz.Roesner@se.com</a>

1. **AMENDMENTS.** For and in consideration of mutual promises and other valuable consideration, all provisions of the original Contract with Solicitation Waiver No. 140902 and dated June 9, 2015, as amended by Amendment No. 1 dated April 9, 2019 and Amendment No. 2 dated May 17, 2023 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.**

This is the third amendment to the original contract which provides continuing services of programming, troubleshooting and modifying software and hardware required for operation of ION energy meters and utilization of ION Enterprise® software for the routine operation and maintenance of these items. This amendment increases the maximum amount from \$350,000 to \$550,000 due to the continued need for these services. In addition, this amendment updates the parties' notice address and contact as specified above.

**B. Notices:**

Notice provided pursuant to Section 4 of the Contract shall be made to the party at the address and to the contact specified above.

**C. Current Contract Language:**

**6. CONSIDERATION.** The parties agree that Contractor will provide the services specified in paragraph five (5) at a cost not to exceed THREE HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$350,000.00). The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated

<b>CETS #:</b>	
<b>Solicitation Waiver #:</b>	<b>140902</b>

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 results of legislative appropriation may require.

**D. Amended Contract Language:**

**6. CONSIDERATION.** The parties agree that Contractor will provide the services specified in paragraph five (5) at a cost not to exceed FIVE HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$550,000.00). 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 results of legislative appropriation may require.

2. **INCORPORATED DOCUMENTS.** Exhibit A (original Contract and Amendment Nos. 1 and 2) is attached hereto, incorporated by reference herein and made a part of this amended contract.
3. **REQUIRED APPROVAL.** This amendment to the original Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

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<b>CETS #:</b>	
<b>Solicitation Waiver #:</b>	<b>140902</b>

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

*Kenson Therrien*

06-May-2024

Power & Grid Sales Leader - Digital Power

Independent Contractor's Signature

Date

Independent Contractor's Title

Eric Witkoski

Date

Executive Director

Title

APPROVED BY BOARD OF EXAMINERS

Signature – Board of Examiners

On: \_\_\_\_\_  
Date

Approved as to form by:

Michelle Briggs  
Special Counsel for Attorney General

On: \_\_\_\_\_  
Date

# EXHIBIT A

- Amendment No. 2
- Amendment No. 1
- Original

CETS #:	16679
Solicitation Waiver #:	140902

**AMENDMENT # 2**

**TO CONTRACT NO. SA-15-02**

**FOR**

**SOFTWARE SUPPORT SERVICES**

Between the State of Nevada  
Acting By and Through Its

Agency Name:	Colorado River Commission of Nevada
Address:	555 E. Washington Ave., Ste 3100
City, State, Zip Code:	Las Vegas, Nevada 89101
Contact:	Robert D. Reese
Phone:	702-486-2670
Fax:	702-856-3617
Email:	<a href="mailto:breeser@crc.nv.gov">breeser@crc.nv.gov</a>

Contractor Name:	Schneider Electric USA, Inc.
Address:	One Boston Place, Suite 2700
City, State, Zip Code:	Boston, MA 02108
Contact:	Franz Roesner
Phone:	713-516-3072
Email:	<a href="mailto:Franz.Roesner@se.com">Franz.Roesner@se.com</a>

1. **AMENDMENTS.** For and in consideration of mutual promises and other valuable consideration, all provisions of the original Contract . dated June 9, 2015 and amended by Amendment No. 1 dated April 9, 2019, 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.**

Contract term is being extended four years.

**B. Current Contract Language:**

3. CONTRACT TERM. This Amendment shall be effective on the date of its execution and shall remain in effect until June 30, 2023, unless sooner terminated by either party as specified in paragraph ten (10).

**C. Amended Contract Language:**

3. CONTRACT TERM. This Contract shall be effective on the date of its execution and shall remain in effect until June 30, 2027, unless sooner terminated by either party as specified in paragraph ten (10).

CETS #:	16679
Solicitation Waiver #:	140902

2. **INCORPORATED DOCUMENTS.** Exhibit A (original Contract and Amendment No. 1) is attached hereto, incorporated by reference herein and made a part of this amended contract.
3. **REQUIRED APPROVAL.** This amendment to the original Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

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

Franz S. Roemer  
Franz S. Roemer (Apr 20, 2023 16:05 CDT)

Independent Contractor's Signature

Date

Utility Account Executive  
 Independent Contractor's Title

Eric W. H. H.

5/9/2023

Colorado River Commission of Nevada

Date

Executive Director  
 Title

Sylvia Hord for Amy Stephenson

Signature – Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On:

5/17/23

Date

Approved as to form by:

Michelle Briggs

Michelle Briggs  
 Special Counsel for Attorney General

On:

May 9, 2023

Date

**AMENDMENT NO. 1  
to  
CONTRACT NO. SA-15-02  
FOR  
SOFTWARE SUPPORT SERVICES**

A Contract Between the State of Nevada  
Acting By and Through Its

**Colorado River Commission of Nevada**  
555 E. Washington Avenue, Suite 3100  
Las Vegas, Nevada 89101-1065  
Phone: (702) 486-2670  
Fax: (702) 486-2695  
Contact: Robert D. Reese  
Email: [breese@crc.nv.gov](mailto:breese@crc.nv.gov)

and

**Schneider Electric USA, Inc.**  
1415 S. Roselle Drive  
Palatine, IL 60067  
Phone: (615) 280-4800  
Contact: John Burns  
Email: [john.burns@schneider-electric.com](mailto:john.burns@schneider-electric.com)

1. **AMENDMENTS.** For and in consideration of mutual promises and/or their valuable consideration, all provisions of the Original Contract, dated June 9, 2015 which is attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

**The Contract Term, as set forth in Section 3 of the Original Contract, shall be extended for an additional four years.**

**Current Contract Language:**

3. **CONTRACT TERM.** This Contract shall be effective on the date of its execution and shall remain in effect until June 30, 2019, unless sooner terminated by either party as specified in paragraph ten (10).

**Amended Contract Language:**

3. **CONTRACT TERM.** This Amendment shall be effective on the date of its execution and shall remain in effect until June 30, 2023, unless sooner terminated by either party as specified in paragraph ten (10).

2. **INCORPORATED DOCUMENTS.** Exhibit A (Original Contract) is attached hereto, incorporated by reference herein and made a part of this amended contract.

3. REQUIRED APPROVAL. This amendment to the original contract shall not become effective upon approval by all parties.

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

**SCHNEIDER ELECTRIC USA, INC.**

Paul Golden 3/21/2019  
Paul Golden Date  
Manager, Sales and Tendering

**COLORADO RIVER COMMISSION  
OF NEVADA**

Eric Witkoski 4-1-19  
Eric Witkoski Date  
Deputy Executive Director

**APPROVED BY BOARD OF EXAMINERS**

Murphy for Susan Brown 4/9/19

Clerk, Board of Examiners Date

Approved as to form by:

Christine Guerch-Nyhus 4/2/19  
Christine Guerch-Nyhus Date  
Deputy Attorney General for Attorney General



**CONTRACT NO. SA-15-02  
FOR  
SOFTWARE SUPPORT SERVICES**

A Contract Between the State of Nevada  
Acting By and Through Its

**Colorado River Commission of Nevada**  
555 E. Washington Avenue, Suite 3100  
Las Vegas, Nevada 89101-1065  
Phone: (702) 486-2670  
Fax: (702) 486-2695  
Contact: Robert D. Reese  
Email: [breese@crc.nv.gov](mailto:breese@crc.nv.gov)

and

**Schneider Electric USA, Inc.**  
1415 S. Roselle Drive  
Palatine, IL 60067  
Phone: (615) 280-4800  
Contact: John Burns  
Email: [john.burns@schneider-electric.com](mailto:john.burns@schneider-electric.com)

WHEREAS, NRS 333.700 authorizes elective officers, heads of departments, boards, commissions or institutions to engage, subject to the approval of the Board of Examiners, 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.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307. "Independent Contractor" means a person or entity that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year. "Current State Employee" means a person who is an employee of an agency of the State. "Former State Employee" means a person who was an employee of any agency of the State at any time within the preceding 24 months.

3. **CONTRACT TERM.** This Contract shall be effective upon Board of Examiners' approval (anticipated to be June 9, 2015) to June 30, 2019, unless sooner terminated by either party as specified in paragraph ten (10).

4. **NOTICE.** Unless otherwise specified, termination shall not be effective until 30 calendar days after a party has served written notice of termination for default, or notice of termination without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.



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 AA:	SCOPE OF WORK;
ATTACHMENT BB:	INSURANCE SCHEDULE; and
ATTACHMENT CC:	SOLICITATION WAIVER APPROVED BY STATE PURCHASING AS #140902

6. CONSIDERATION. The parties agree that Contractor will provide the services specified in paragraph five (5) at a cost not to exceed THREE HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$350,000.00). 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 results 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 state claim pursuant to NRS 353.097, will subject the 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 state claim and that this amount will be deducted from the state claim payment due to the Contractor.

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 paragraph.

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. Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties, or unilaterally by either party without cause.

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 claim(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. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:



- i. 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
  - ii. 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 for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
  - iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
  - iv. If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
  - v. 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
  - vi. 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. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph four (4), and the subsequent failure of the defaulting party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.
- 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 paragraph survive termination:
- i. 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;
  - ii. 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;
  - iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
  - iv. Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with paragraph twenty-one (21).

11. REMEDIES. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive except where so stated in the contract 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. It is specifically agreed that reasonable attorneys' fees shall include, without limitation, one hundred and twenty-five dollars (\$125.00) per hour for State-employed attorneys. 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 the 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 or consequential damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. 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. Damages for any Contractor breach or damages related to the work shall not exceed one hundred and fifty percent (150%) of the contract maximum "not to exceed" value. Contractor's tort liability for third party claims or claims related to Contractor's gross negligence or willful misconduct 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, 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.



14. INDEMNIFICATION. 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 any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.

15. INDEPENDENT CONTRACTOR. Contractor is associated with the State only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the State whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the State shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the State; (4) participation or contributions by either Contractor or the State to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the State. Contractor shall indemnify and hold State harmless from, and defend State against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, nor representatives shall be considered employees, agents, or representatives of the State. The State and Contractor shall evaluate the nature of services and the term of the Contract negotiated in order to determine "independent contractor" status, and shall monitor the work relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such. To assist in determining the appropriate status (employee or independent contractor), Contractor represents as follows:

		<u>Contractor's Initials</u>	
		YES	NO
1.	Does the Contracting Agency have the right to require control of when, where and how the independent contractor is to work?	_____	ER
2.	Will the Contracting Agency be providing training to the independent contractor?	_____	ER
3.	Will the Contracting Agency be furnishing the independent contractor with worker's space, equipment, tools, supplies or travel expenses?	ER	_____
4.	Are any of the workers who assist the independent contractor in performance of his/her duties employees of the State of Nevada?	_____	ER
5.	Does the arrangement with the independent contractor contemplate continuing or recurring work (even if the services are seasonal, part time, or of short duration)?	ER	_____
6.	Will the State of Nevada incur an employment liability if the independent contractor is terminated for failure to perform?	_____	ER
7.	Is the independent contractor restricted from offering his/her services to the general public while engaged in this work relationship with the State?	_____	ER

16. INSURANCE SCHEDULE. Unless expressly waived in writing by the State, Contractor, as an independent contractor and not an employee of the State, 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 BB, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract.

The Contractor shall not commence work before:

- 1) Contractor has provided the required evidence of insurance to the Contracting Agency of the State, and
- 2) The State has approved the insurance certificates provided by the Contractor.

Prior approval of the insurance certificates by the State shall be a condition precedent to any Notice to Proceed. Any failure of the State to timely approve shall not constitute a waiver of the condition.



**Insurance Coverage:** The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum limits as specified in Attachment BB, 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 the 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 no more than thirty (30) days after 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.

**General Requirements:**

- a. **Additional Insured:** By endorsement to Contractor's 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 for all liability arising from the Contract.
- b. **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 the Contractor.
- c. **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- d. **Deductibles and Self-Insured Retentions:** Insurance maintained by Contractor may contain deductibles or self-insured retentions. Such deductibles or self-insured retentions shall not relieve Contractor from the obligation to pay any loss or claim for which contractor is responsible under this contract. Deductibles or self-insurance is subject to disclosure pursuant to State Purchasing statutes as outlined in part under NRS 333.335.
- e. **Policy Cancellation:** Each insurance policy shall state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled or non-renewed, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address shown on page one (1) of this contract.
- f. **Approved Insurer:** Each insurance policy shall be:
  - 1) 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
  - 2) Currently rated by A.M. Best as "A-VII" or better.

**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 Insurance Coverage, section noted above.

**Mail all required insurance documents to the State Contracting Agency identified on page one of the contract.**

2) **Additional Insured Endorsement:** An Additional Insured Endorsements (CG 2033 (4/13) and CG2037 (4/13) , 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 General Requirements, subsection a above.

**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 sub-contractors, 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.

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 will be responsible 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. The State may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.

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 or duties under this Contract without the prior written consent of the State.

21. STATE OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, State data, State system designs, , or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the State and all such materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the State. Notwithstanding the foregoing, the State shall have no proprietary interest in any materials licensed for use by the State that are subject to patent, trademark or copyright protection.

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:

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 the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), 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 subcontractors 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 contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.



c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, 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 offer 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:

- a. Any federal, state, county or local agency, legislature, commission, counsel or board;
- b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or
- c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

26. WARRANTIES.

- a. General Warranty. Contractor warrants that all services, deliverables, and/or work product 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.
- b. System Compliance. Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the State.

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. NOTIFICATION OF UTILIZATION OF CURRENT OR FORMER STATE EMPLOYEES. Contractor has disclosed to the State all persons that the Contractor will utilize to perform services under this Contract who are Current State Employees or Former State Employees. Contractor will not utilize any of its employees who are Current State Employees or Former State Employees to perform services under this contract without first notifying the Contracting Agency of the identity of such persons and the services that each such person will perform, and receiving from the Contracting Agency approval for the use of such persons.

29. ASSIGNMENT OF ANTITRUST CLAIMS. Contractor irrevocably assigns to the State any claim for relief or cause of action which the Contractor now has or which may accrue to the 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 to the Contractor for the purpose of carrying out the Contractor's obligations under this Contract, including, at the State's option, the right to control any such litigation on such claim for relief or cause of action. Contractor shall require any subcontractors hired to perform any of Contractor's obligations under this Contract to irrevocably assign to the State, as third party beneficiary, any right, title or interest that has accrued or which may accrue in the future by reason of any violation of state of Nevada or federal antitrust laws in connection with any goods or services provided to the subcontractor for the purpose of carrying out the subcontractor's obligations to the Contractor in pursuance of this Contract, including, at the State's option, the right to control any such litigation on such claim or relief or cause of action.

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 laws that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.

31. 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.

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

SCHNEIDER ELECTRIC USA, INC.

Ed Reader  
By: \_\_\_\_\_ Date 4/13/15  
Title: \_\_\_\_\_  
Manager, Sales and Tendering

COLORADO RIVER COMMISSION  
OF NEVADA

Jayne Harkins  
Jayne Harkins, P.E.  
Executive Director

4/27/15  
Date

Approved as to form by:

Ann C. Pongratz  
Ann C. Pongratz  
Special Counsel to the  
Colorado River Commission of Nevada

4/17/15  
Date

APPROVED BY BOARD OF EXAMINERS

James R. Wells  
James R. Wells  
Clerk, Board of Examiners

6-9-15  
Date



## ATTACHMENT AA SCOPE OF WORK

### 1. SYSTEM DESCRIPTION

The Colorado River Commission of Nevada (Commission) owns, operates and maintains a high voltage transmission and distribution system consisting of two 230/69-kV substations, three 230/14.4-kV substations, four 69/13.8-kV substations, seven 69/4.16-kV substations, 32 miles of 230-kV transmission lines, 5 miles of 69-kV overhead transmission lines, eleven miles of 69-kV underground transmission lines and other related facilities in Clark County, Nevada. In addition, the Commission is responsible for the operation and maintenance of six additional substations owned by the Southern Nevada Water Authority and three additional substations owned by the Clark County Water Reclamation District.

### 2. WORK UNDER THIS CONTRACT

The Commission has determined that the services of a qualified Contractor are required from time to time to support the Commission as it operates and maintains the ION energy meters and ION Enterprise ® software needed to measure the receipt and delivery of electrical energy and to record other parameters associated with the transmission of this energy through the Commission's high-voltage transmission and distribution system. The Commission utilizes ION energy meters manufactured by the Contractor. Data is extracted from these meters and provided to end-users in a useable digital format utilizing ION Enterprise ® software.

The services to be performed by the Contractor consist of programming, troubleshooting and modifying software and hardware required for operation of ION energy meters and utilization of ION Enterprise ® software for the routine operation and maintenance of these items. The types of services the Contractor may be asked to perform are as follows:

- a. Performance of computer programming utilizing the ION Enterprise ® software to create additional read-only VISTA screen pages accessible to designated end-users via the World Wide Web.
- b. Installation of ION Enterprise ® software upgrades on the Commission's meter software server located at the Newport Substation.
- c. System restoration in the event the server is temporarily or permanently rendered inoperable.
- d. Other related activities associated with the ION energy meters and the ION Enterprise ® software as may be requested by the Commission.

### 3. COMMISSION'S REPRESENTATIVE

The Commission's Representative shall be **Mr. Robert Reese, Assistant Director of Engineering and Operations**. The Commission's representative shall be called the "Contract Administrator" for purposes of this Contract. The Contract Administrator shall be generally authorized to act on behalf of the Commission and, specifically, to have the authority to authorize work tasks in accordance with Section 5 of this Contract, transmit instructions to the Contractor and define the Commission's needs, requirements and policies with respect to the operation and maintenance of the ION energy meters and the ION Enterprise ® software, and such other matters as are pertinent to the Contractor's performance of this Contract. The Contract Administrator may designate another employee of the Commission to perform his responsibilities under this Contract.

### 4. CONTRACTOR'S REPRESENTATIVE

Within ten (10) days following the execution of this Contract, the Contractor shall identify the Contractor's Representative in writing provided to the Commission. The Contractor's Representative shall be authorized to act

fully on behalf of the Contractor. The Contractor may designate another individual as its Contractor's Representative by prior written notice to the Commission.

**5. TASK AUTHORIZATION.** Work under this Contract shall not be performed except as authorized by and in compliance with separate written Task Authorizations issued by the Contract Administrator. Each Task Authorization shall contain:

- a. A detailed description of the Work to be performed by the Contractor.
- b. A list of deliverables to be provided to the Commission.
- c. A schedule for completing the assignment.
- d. A budget for the task. The budget for the work assignment must be segregated into Contractor labor costs (including overhead and indirect costs); profit, travel expense and other direct expenses, specified both numerically and as a percentage of the total cost for the Task Authorization.

The Contractor shall not proceed with any work under this Contract unless the Task Authorization has been approved in writing by the Contract Administrator.

Each Task Authorization shall be signed by the Contract Administrator and by the Contractor's Representative. The Contractor shall not proceed with the Work until such time as the Task Authorization has been executed by both the Contract Administrator and the Contractor's Representative.

The Contract Administrator may, as necessary, order additions, deletions or revisions to the scope of a written Task Authorization. Such additions, deletions or revisions shall be authorized by a revised written Task Authorization that is executed by the Contract Administrator and the Contractor's Representative.

The Commission shall not pay the Contractor in an amount greater than the amount approved by the Contract Administrator in a written Task Authorization. The sum of all Task Authorizations shall not exceed the total not-to-exceed amount of the Contract.

There is no guarantee by the Commission regarding the amount of work that the Contractor will be requested to perform during the term of this Contract.



**ATTACHMENT BB  
INSURANCE SCHEDULE**

**INDEMNIFICATION CLAUSE:**

Contractor shall indemnify, hold harmless and, not excluding the State's right to participate, defend the State, its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs, (hereinafter referred to collectively as "claims") for bodily injury or personal injury including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all third party claims provided that the State: (a) gives the Contractor prompt written notice of such claim; and (b) cooperates with the Contractor, in the defense of such claim. The Contractor shall not be responsible for any settlement made by the State without the Contractor's prior written consent. The Contractor's indemnity and hold harmless obligations as to any claim or suit within the scope of this clause shall be reduced to the extent of any concurrent fault, or negligence by the State. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State.

**INSURANCE REQUIREMENTS:**

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

I. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and blanket contractual liability coverage.

- |   |             |
|---|-------------|
| • General Aggregate                         | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury           | \$1,000,000 |
| • Each Occurrence                           | \$1,000,000 |

- a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor."

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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- a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor."

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the State of Nevada.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the State of Nevada is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability evidenced by the Certificate even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the State. Such notice shall be sent directly to **Robert D. Reese, Colorado River Commission of Nevada, 555 E. Washington Avenue, Suite 3100, Las Vegas, Nevada 89101-1065.**

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A- VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.



All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Robert D. Reese, Colorado River Commission of Nevada, 555 E. Washington Avenue, Suite 3100, Las Vegas, NV 89101-1065**. The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. Contractor will require subcontractors to maintain all coverages required under this contract and to name Contractor and the State as additional insureds, and to provide copies of insurance certificates to Contractor and the State.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Attorney General's Office or the Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

**ATTACHMENT CC  
SOLICITATION WAIVER #140902  
(ATTACHED TO THIS CONTRACT AS  
REQUIRED BY STATE ADMINISTRATIVE MANUAL 0108)**

State of Nevada  
Department of Administration

Purchasing Division

515 E. Mosser Street, Suite 300  
Carson City, NV 89701



Brian Sandoval  
Governor

JoBe Testa  
Director

Dreg Smith  
Administrative

Purchasing Use Only:

Approval#: 140902

## SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

ALL FIELDS ARE REQUIRED - INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY

<b>Agency Contact Information - Note: Approved copy will be sent to only the contact(s) listed below:</b>			
State Agency:			
1a	Colorado River Commission of Nevada	702-682-6972	breesse@ccc.nv.gov
	Robert D. Reese		
	Assistant Director of Engineering and Operations		

<b>Vendor Information:</b>	
1b	Identify Vendor: Schneider Electric/Square D Company
	Contact Name: John Burns
	Address: 677 S. Scout Trail, Anaheim, CA 92807
	Telephone Number: (714) 651-7846
	Email Address: john.burns@schneider-electric.com

<b>Type of Waiver Requested - Check the appropriate type:</b>	
1c	Sole or Single Source: <input checked="" type="checkbox"/> X
	Professional Service Exemption: <input type="checkbox"/>

<b>Contract Information:</b>			
1d	Is this a new Contract?	Yes <input checked="" type="checkbox"/> X	No <input type="checkbox"/>
	Amendment:		
	CETS:	# n/a	

<b>Term:</b>			
1e	One (1) Time Purchase:		
	Contract:	Start Date: October 1, 2014	End Date: October 31, 2018

<b>Funding:</b>		
1f	State Appropriated:	
	Federal Funds:	
	Grant Funds:	
	Other (Explain):	100% Power Revenues



1g	Total Estimated Value of this Service Contract, Amendment or Purchase:
	\$200,000.00

2	<p>Provide a description of work/services to be performed or commodity/good to be purchased:</p> <p>The Colorado River Commission (Commission) owns, operates and maintains a high-voltage transmission and distribution system in Clark County, Nevada. In order to measure the receipt and delivery of energy through the Commission's high-voltage system, the Commission utilizes ION 8500 energy meters manufactured by Schneider Electric/Square D Company (Schneider). Schneider developed the system whereby data is extracted from these meters and provided to end-users in a useable format utilizing Schneider's proprietary software ION Enterprise ® software. The services to be performed by Schneider consist of programming, troubleshooting and modifying software and hardware associated with ION meters and software as required for the routing operation and maintenance of these items. Services may include:</p> <ul style="list-style-type: none"> <li>• Programming the software to create read-only VISTA screen pages accessible to designated end-users via the internet.</li> <li>• Installation of software upgrades on the meter software servers located at the Newport Substation.</li> <li>• System restoration in the event of software or server failure.</li> </ul>
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3	<p>What are the unique features/qualifications required for this service or good that are not available from any other vendor:</p> <p>The ION 8500 energy meters and the ION Enterprise ® software are proprietary and specifically developed and programmed for the requirements of the Commission's high-voltage system and its end-users—the Commission's power customers. To be compatible with the local utility, NV Energy, the ION platform was necessary for a seamless integration with NV Energy's system.</p>
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4	<p>Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:</p> <p>The ION 8500 energy meters and the ION Enterprise ® software are an integral part of the Commission's high-voltage system, are proprietary to Schneider and are compatible with NV Energy's system. The Commission is obligated to remain compatible with NV Energy's system which requires the continued use of the ION 8500 energy meters and the ION Enterprise ® software.</p> <p>Selecting another vendor would require removing and replacing 100+ meters and the operating software, which is not operationally or economically feasible. That process would require research as to whether there are compatible meters available anywhere; initiate an RFP process using very narrow specifications specific to our power system; if a different vendor is selected, outages all over the valley would have to be taken to accommodate removal, installation and testing of the new equipment in each substation and pumping plant; and a new software platform would have to be installed, tested and learned by hundreds of system operators.</p> <p>As stated above, it is not economically or operationally feasible and if a different vendor was selected, the Commission's metering and data collection system would no longer be compatible with the local utility, NV Energy.</p>
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5	<p>Were alternative services or commodities evaluated? Check One. Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/></p> <p>a. If yes, what were they and why were they unacceptable? Please be specific with regard to</p>
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features, characteristics, requirements, capabilities and compatibility.
b. If not, why were alternatives not evaluated?
As noted in #4, replacing the proprietary meters and software is not economically or operationally feasible since the Commission is obligated to remain compatible with NV Energy's use of the ION 8500 energy meters and the ION Enterprise © software. Even without that condition, the cost for the removal/replacement of 100+ meters and software would be borne by the Commission's funding entities—its power and water pumping customers. The customers would also be required to endure power outages during the removal/replacement process—which is unacceptable to them.

Has the agency purchased this service or commodity in the past? Check One. Note: If your previous purchase(s) was made via solicitation waiver(s), a copy or copies of ALL previous waivers must accompany this request.				Yes:	X	No:	
a. If yes, starting with the most recent contract and working backward, for the entire relationship with this vendor, or any other vendor for this service or commodity, please provide the following information:							
Term Start and End Dates		Value	Short Description	Type of Procurement (RFP, RFQ, Waiver)			
4/12/11	5/31/14	\$80,000.00	Amendment #3--Extend termination date by 3 years and increase the not-to-exceed contract amount.	n/a			
1/29/09	5/31/11	\$125,000.00	Amendment #2--Increase the not-to-exceed contract amount and to approve the change in company ownership from Power Measurement, Inc. to Schneider Electric/Square D Company	n/a			
2/21/06	5/31/11	\$150,000.00	Amendment #1--Extend the term of the contract and increase the not-to-exceed contract amount.	n/a			
12/9/03	5/31/06	\$75,000.00	Original Contract for ION 8500 meters & ION Enterprise © software to match NV Energy software platform	RFP			


7	What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?
	The Commission's high-voltage transmission and distribution system would be unable to continue to operate and provide the current level of service to its customers. There would be no support for the system during the competitive bidding process, which, in our experience, can take up to six months to complete. The Commission's funding entities, its power and water pumping customers, would experience unscheduled outages—even the possibility of a catastrophic failure with no way of recovering the service and data; they would be unable to retrieve the revenue data they require, and would be responsible financially for the removal/replacement costs if a different vendor was selected. If a different vendor was selected, the Commission's metering and data collection system would no longer be compatible with the local utility, NV Energy.



8	What efforts were made or conducted to substantiate there is no competition for the service or good and to ensure the price for this purchase is fair and reasonable?					
	<i>As stated above, replacing the proprietary meters and software is not economically or operationally feasible since the Commission is obligated to remain compatible with NV Energy's use of the ION 8500 energy meters and the ION Enterprise © software. Therefore, no investigation was conducted with regard to competition to replace the meters and software.</i>					
9	Will this purchase obligate the State to this vendor for future purchases? Check One.		Yes:	<input checked="" type="checkbox"/>	No:	
	a. <i>If yes, please provide details regarding future obligations or needs.</i> <i>Expansion of the Commission's high-voltage transmission and distribution system will require installation of more meters (approximately 60 are anticipated at this time) as well as the need for the continuation of the maintenance of the current metering system. The ION Enterprise software will require updates to keep it current with the NV Energy platform.</i>					




By signing below, I know and understand the contents of this Solicitation Waiver Request and Justification and attest that all statements are true and correct.

  
Agency Representative Initiating Request

Robert D. Reese, Assistant Director of Engineering and Operations  
Print Name of Agency Representative Initiating Request

September 2, 2014  
Date

  
Signature of Agency Head Authorizing Request

Jayne Harkins, Executive Director  
Print Name of Agency Head Authorizing Request

9/5/14  
Date

PLEASE NOTE: In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada or to assist in our due diligence, State Purchasing may solicit a review of your request from another agency or entity. The signature below indicates another agency or entity has reviewed the information you provided. This signature does not exempt your agency from any other processes that may be required.

\_\_\_\_\_  
Name of agency or entity who provided information or review:

\_\_\_\_\_  
Representative Providing Review

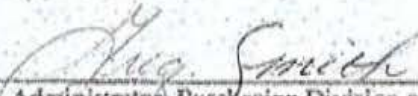
\_\_\_\_\_  
Print Name of Representative Providing Review

\_\_\_\_\_  
Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b)(c), NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Signed:

  
Administrator, Purchasing Division or Designee

9-8-14  
Date

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM F  
FOR MEETING OF MAY 14, 2024**

**SUBJECT:** *For Possible Action:* Consideration of and possible action to approve a lease agreement between Southern Nevada Water Authority and the Colorado River Commission (Commission) of Nevada for office space for a term of two years from July 1, 2024, to June 30, 2026.

**RELATED TO AGENDA ITEM:**

None.

**RECOMMENDATION OR RECOMMENDED MOTION:** Staff recommends the Commission approve the lease agreement with SNWA and authorize the Executive Director to sign the contract on behalf of the Commission.

**FISCAL IMPACT:**

**STAFF COMMENTS AND BACKGROUND:**

As the Commission is aware, the Governor's Office of Administration initially planned to move the Commission's main office to 500 E. Warm Springs. However, the location space was approximately half the square footage of the Commission's offices at Grant Sawyer Building (GSOB). The proposed location has limited office space, limited conference room access, and no facility for Commission meetings. The limitations would not be conducive for the Commission and its Staff to fulfill its obligations to work with its contractors and its federal partners on water and hydropower matters. Staff did let the Governor's Office of Administration know that it was going to explore another location for office space and the office did not object but did let Staff know the Commission needed to vacate the GSOB by July 19, 2024.

In the past, the Staff had some informal discussions with management at the Southern Nevada Water Authority (SNWA) about moving to office space near SNWA that it has available. The Commission and SNWA have shared interest in the Colorado River operations and negotiations, shared interest in the Commission's Power Delivery Group operations and the Commission already has five employees at the SNWA location as part of its work with Silver State Energy Association. The location at SNWA is near the Clark County Chambers meeting room where the Commission has held its Commission meetings for the last few years and expects to in the future. Given these stated reasons, the Staff believes that a move to the SNWA location could be beneficial to the Staff and the Commission's operations.

Consequently, Staff is proposing to move the Commission's office to the Molasky building at 100 City Parkway, with a two-year lease. The two-year lease will allow the Commission to meet the July date for vacating the GSOB and obtain some operating experience at the new location to see if it fits the needs of the Commission. Further, at this time, it is unclear if the Governor's Administration has longer-term preferences for the Commission's office location and a two-year term will allow some flexibility in the future if needed.

The lease cost will be allocated among the Commission's water and power customers.



## **LEASE AGREEMENT**

THIS LEASE AGREEMENT (the "Lease"), made and entered into this \_\_\_\_ day of \_\_\_\_, 2024, by and between SOUTHERN NEVADA WATER AUTHORITY, a Political Subdivision of the State of Nevada, hereinafter referred to as "LESSOR," and STATE OF NEVADA, through its COLORADO RIVER COMMISSION OF NEVADA, an agency of the State of Nevada, hereinafter referred to as "LESSEE," (hereinafter collectively known as "the Parties").

### **W I T N E S S E T H:**

For and in consideration of the rents herein reserved and the covenants, terms and conditions herein contained, LESSOR does by these presents lease unto LESSEE the following described property:

12,220 usable square feet of office space located on the 11th Floor, a partial unit of the Molasky Corporate Center located at 100 N. City Parkway, Las Vegas, NV 89106 and depicted on **EXHIBIT "A"** attached hereto and incorporated herein (the "Demised Premises").

**ONE. TERM OF LEASE.** Subject to Section Thirty-Four below, LESSOR hereby leases unto LESSEE and LESSEE agrees to lease from LESSOR, effective upon approval by LESSOR'S Board of Directors, and, as necessary, approval by the Nevada State Board of Examiners, the Demised Premises, commencing July 1, 2024 and terminating on June 30, 2026.

**1.1 Lessee's Funding.** Lessee is not funded by the State's general fund. Pursuant to NRS 538, Lessee's budget is funded



through a budget allocation process to water purveyors and customers of Lessee's hydroelectric energy, including Lessor.

1.2 Federal Funding. In the event federal funds are used for payment of all or part of the rent due under this Lease:

a) LESSOR certifies, by signing this Lease, 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 the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations.

b) LESSOR and its principals shall comply with the requirements of the Civil Rights Act of 1964, 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).

c) For Leases in excess of \$150,000, LESSOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). To the extent this provision is applicable, LESSOR agrees





to report all violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

d) For all Leases exceeding \$100,000, LESSOR certifies, by signing this Lease that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352 (Byrd Anti-Lobbying Amendment). LESSOR must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Disclosures will be forwarded to the appropriate agencies.

**TWO. COMPLIANCE WITH THE LAW.** LESSOR shall deliver the Demised Premises, on the Lease commencement date set forth in Section 1, in compliance with all statutes, rules, orders, building codes, fire codes ordinances, requirements, and regulations of the City, County, State, and Federal governments ("Laws") applicable to the physical condition of the Demised Premises then in effect.

**THREE. INTENTIONALLY DELETED**

**FOUR. RENT.** LESSEE agrees to pay to LESSOR as and for rental for said Demised Premises the sum of:

4.1 A monthly total of Thirty Nine Thousand One Hundred Four Dollars (\$39,104.00) ("Base Rent"), from July 1, 2024 through June 30, 2026 ("Lease Term"); and



Rent shall be payable without notice, invoice, or demand, quarterly in advance without offset or deduction except as provided for elsewhere in the Lease on the first day of each quarter to LESSOR. In the event the Commencement Date of this Lease is not the first day of a calendar month, the rent shall be prorated on a per diem basis for the calendar month in which the Lease Term begins.

**FIVE. OPERATING EXPENSES.** It is understood and agreed between the Parties that except as set forth in Sections 6.3(a) and 26, the rent described in Section Four above, shall compensate LESSOR for LESSEE'S pro rata share of any and all operating expenses attributable to the building complex, the building, or the Demised Premises. There shall be no pass-through of property tax or any type of operating expense to LESSEE.

**SIX. UTILITIES AND SERVICES.**

**6.1 Utilities and Services Provided by LESSOR.** Unless specified to the contrary in Section 6.3 below, LESSOR shall provide and pay for the following to the Demised Premises and common areas with the following utilities and services:

a) UTILITIES. Electricity, sewer, and water (hot and cold to be sufficient for drinking, lavatory, toilet, and ordinary cleaning purposes).

b) HVAC SYSTEM. A heating, ventilation and air conditioning ("HVAC") system, fully equipped and of sufficient capacity to



provide a comfortable, professional office environment in the Demised Premises for LESSEE'S staff and office equipment.

c) SERVICES.

i. Trash collection, to include recycling containers, if available.

ii. Elevator service, (if applicable).

iii. Telecommunication entrance facilities to the Building that is provisioned by the State of Nevada contracted Local Exchange Carrier.

iv. Janitorial Services (including paper products) for the Demised Premises consistent with such services Lessor provides elsewhere in the Building.

**6.2 Normal Business Hours and After Hour Usage of HVAC and Other Services.** LESSOR shall, at LESSOR'S sole cost, provide the utilities and services detailed in Section 6.1 above, during the normal business hours of Monday through Friday between the hours of 8:00 a.m. to 6:00 p.m. ("Normal Business Hours"). In the event LESSOR determines that LESSEE'S usage other than during Normal Business Hours becomes excessive, LESSOR may impose a reasonable hourly charge for LESSEE'S usage of electricity, gas and water, during those times.

**6.3 Utilities and Services Provided and Paid by LESSEE.**

a) TELEPHONE/DATA/INTERNET. LESSEE at LESSEE'S sole cost, shall retain telephone, computer/data and internet equipment and



services and shall pay all fees associated with installation, removal at Lease termination, and services for the same.

**SEVEN.     REPAIR AND MAINTENANCE.** Subject to the Grant of Reciprocal Easements and Declaration of Covenants of Molasky Corporate Center Owner's Association recorded October 25, 2007 as entry number 20071025-0003993 in the Clark County Recorder's Office, as may be amended ("Declaration") and the Bylaws of the Molasky Corporate Center Owners' Association, Inc. ("Association") adopted on June 5, 2007, as may be amended ("Bylaws"), the LESSOR, at LESSOR'S sole cost and expense, agrees to provide maintenance and make any and all repairs necessary to keep the Demised Premises in a first-class condition during the Lease Term, including but not limited to the following found within the Demised Premises: systems; fire sprinklers and systems, fire extinguisher service, life safety and security systems (as required by governmental authorities); heating, and air conditioning; (including supply and return air ducts, grills and diffusers); flooring (including but not limited to, carpet, pad, tile, sub-floor and structural floor); window coverings; interior paint; interior lighting (including replacement of fixtures, ballasts and bulbs); ceilings (including ceiling tiles and T-bars); electrical; interior plumbing, pipes, fixtures and equipment (except those owned by LESSEE); interior walls; windows; doors; stairs; corridors; restrooms; and other similar repairs required as a result of any defect or as a result of the same wearing out or becoming unserviceable or damaged





through no carelessness or negligence on the part of LESSEE. LESSEE shall reimburse LESSOR for repairs and replacements to the Demised Premises which are necessary due to LESSEE'S misuse or negligence. LESSEE agrees to maintain the Demised Premises and common areas in as good a state of repair as when first occupied, ordinary wear and tear, obsolescence and damage by the elements, fire or other casualty excepted. LESSEE shall route requests for repairs and/or maintenance through LESSOR'S Facilities Manager or his or her designee.

LESSOR agrees to conduct any and all repairs and maintenance to the Demised Premises, at reasonable times and without undue inconvenience to LESSOR or LESSEE and for which, reasonable access shall be provided thereby. When making repairs, LESSOR shall take necessary actions to protect LESSEE'S property and personnel from loss, damage and injury and to avoid disrupting LESSEE'S use and occupancy of the Demised Premises. Should the Association Declaration and/or Bylaws be amended, LESSOR agrees to provide LESSEE a copy of amended documents within (5) days of recordation.

**EIGHT. DEFAULT BY LESSOR AND DESTRUCTION OF PREMISES.** In the event LESSOR fails or refuses to perform any of the provisions, covenants or conditions of this Lease, or in the event a substantial impairment of the use or enjoyment of the Demised Premises is of such extent or nature as to materially handicap, impede or impair LESSEE'S use of the Demised Premises rendering the Demised Premises unfit for use by LESSEE in the ordinary



conduct of its business, LESSOR shall be in default of the Lease, and, subject to LESSOR's opportunity to cure described below, LESSEE is entitled to abate or offset rents or terminate the Lease as provided below. LESSEE, prior to exercising any right or remedy LESSEE may have against LESSOR on account of such default, shall give written notice to LESSOR of such default, specifying in said notice the default with which LESSOR is charged. LESSOR shall not be deemed in default if the same is cured within thirty (30) days of receipt of said notice. LESSEE agrees that if the default complained of in the notice to LESSOR is of such a nature that the same can be rectified or cured by LESSOR, but cannot with reasonable diligence be rectified or cured within said thirty (30) day period, then such default shall be deemed to be rectified or cured if LESSOR within said thirty (30) day period shall commence the cure thereof and shall continue thereafter with all due diligence to cause such cure to proceed expediently. Notwithstanding the foregoing, if LESSOR'S default substantially impairs and/or materially interferes with LESSEE'S intended use or enjoyment of the Demised Premises, including but not limited to an interruption of heating, ventilation or air conditioning, and/or water, and/or sewer, and LESSOR fails to correct or commence correction within two (2) business days after receipt of written notice from LESSEE per Section Twenty-One below, LESSEE may cause such repairs to be made by a licensed contractor and at LESSEE'S discretion, either have LESSOR billed directly by contractor (if



acceptable to contractor) or LESSEE may submit a paid invoice to LESSOR for reimbursement. In the case of (i) the total destruction of the Demised Premises; or (ii) any portion thereof or of the Building substantially interfering with LESSEE's use of the Demised Premises; whether by fire or other casualty, not caused by the fault or negligence of LESSEE, its agents, employees, servants, contractors, licensees or customers, this Lease shall terminate except as herein provided. If LESSOR notifies LESSEE in writing within sixty (60) days of such destruction of LESSOR's election to repair said damage, and if LESSOR proceeds to and does repair such damage with reasonable dispatch, this Lease shall not terminate, but shall continue in full force and effect, except that LESSEE shall be entitled to a reduction in the Base Rent, in whole or in part for that portion of the Demised Premises that is unusable beginning with the date the interruption occurred and ending when use of the Demised Premises is restored.

Any reimbursement due LESSEE from LESSOR shall be paid by LESSOR within thirty (30) days after receipt of invoices from LESSEE.

**NINE. SMOKING POLICY.** State law prohibits smoking in public buildings (NRS 202.2491). This policy applies to buildings that are either owned or leased by the State and are managed by the State Public Works Division's Leasing Services section. Smoking is prohibited in, near, or adjacent to any entrance or exit of any public building. The "no smoking zone" is a minimum of 30 feet,





away from the main entrance or exit of any public building so that no smoke will drift or travel into the building or be smelled by any person entering or exiting the building. Authorized smoking locations must be outdoors in an area that is safe and free from any hazardous chemicals, materials, or conditions.

**TEN. ALTERATIONS, ADDITIONS AND IMPROVEMENTS.** LESSEE shall not cause to be made any alterations, additions or improvements in or to the Demised Premises without the prior written consent of LESSOR. Any such alteration, addition or improvement shall be performed by LESSEE or at LESSEE'S direction in a workmanlike manner, in accordance with all applicable governmental regulations and requirements, and shall not weaken or impair the structural strength of the Demised Premises or building. All alterations, additions or improvements in or to the Demised Premises at the commencement of or during the Lease Term shall remain the property of LESSEE until Lease termination, at which point they will become part of the Demised Premises and the sole property of LESSOR unless LESSOR notifies LESSEE otherwise upon installation of the alteration, addition or improvement. All movable fixtures installed by LESSEE shall be and remain their property and shall not become the property of LESSOR.

**ELEVEN. INSURANCE.**

The State of Nevada is self-insured for both liability and property insurance. Regarding property insurance, the State self-insures the first Five Hundred Thousand Dollars (\$500,000.00) of



each loss. Claims above that amount are commercially insured under an all risks property insurance policy. The LESSOR is self-insured for both liability and property insurance. Regarding property insurance, the LESSOR self-insures the first One Million Dollars (\$1,000,000.00) of each loss. Claims above that amount are commercially insured under an all risks property insurance policy. Subject to the Declaration, all liability claims may be handled in accordance with Nevada Revised Statutes, Chapter 41.

**TWELVE. INDEMNIFICATION.** To the extent of the liability limitation set forth in NRS Chapter 41, LESSEE hereby agrees to indemnify and hold harmless LESSOR, its successor, assigns, agents and employees from all claims, damages, losses and expenses arising out of or resulting from the use and occupancy of the Demised Premises or any accident in connection therewith, but only to the extent caused in whole or in part by negligent acts or omissions of LESSEE, its SUBLESSEES, employees or agents. LESSEE shall not be required to indemnify LESSOR, its successors, assigns, agents and employees for any liability, claims, damages, losses or expenses relating to or arising out of this Lease to the extent caused in whole or in part by the acts, negligence or omission of LESSOR, its successors, assigns, agents, and employees, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right





or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

**THIRTEEN. CHOICE OF LAW AND FORUM.** The validity, construction, interpretation, and effect of this Lease shall be governed by the laws of the State of Nevada. The Parties agree any dispute and/or legal proceedings regarding this Lease are subject to the sole jurisdiction of the State courts in the State of Nevada.

**FOURTEEN. WAIVER OF SUBROGATION.** LESSOR and LESSEE hereby waive any rights each may have against the other, for loss or damage to its property or property in which it may have an interest where such loss is caused by a peril of the type generally covered by all risk property insurance with extended coverage or arising from any cause which the claiming party was obligated to insure against under this Lease or the Declaration, and each party waives any right of subrogation regarding such property damage or losses, that it might otherwise have against the other party. The Parties agree to cause their respective insurance companies insuring the Demised Premises or insuring their property on or in the Demised Premises to execute a waiver of any such rights of subrogation or, if so provided in the insurance contract, to give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

**FIFTEEN. BREACH OR DEFAULT.** Subject to the provisions, if applicable, outlined in Section Eight above, in the event of any



failure by LESSEE to keep and comply with any of the non-monetary terms, covenants or provisions of this Lease or remedy any breach thereof, the LESSEE shall have thirty (30) days from the receipt of written notice of such default or breach within which to remove or cure said default or breach, or in the event the LESSEE is diligently pursuing the removal or cure of such breach, a reasonable time shall be allowed beyond the thirty (30) days. In the event of a monetary breach or default by LESSEE, or a non-monetary default which is not removed or cured within the time limits set forth above, LESSOR may in addition to any other right of re-entry or possession and at LESSOR'S sole option, consider the Lease forfeited and terminated and may re-enter and take possession of the Demised Premises, removing all persons and property there from with prior notification to LESSEE so that arrangements concerning the removal of property can be made.

**SIXTEEN. ATTORNEY'S FEES.** In case suit shall be brought by LESSOR or by LESSEE for breach of any express provision or condition of this lease, the prevailing party of such action shall be entitled to reasonable attorney's fees which shall be deemed to have accrued on the commencement of the action and shall be paid on the successful completion of that suit by LESSOR or LESSEE whichever the case may be.

**SEVENTEEN. HOLDOVER TENANCY.** If LESSEE holds possession of the Demised Premises after the expiration of this Lease, LESSEE shall be in default and subject to all remedies available at law





and under this Lease, or LESSOR may choose, in its sole discretion, to place LESSEE on a month-to-month lease on the terms herein specified. The monthly rent for the holdover period shall be in an amount equal to 150% of the monthly rental immediately preceding the Expiration Date. Rent shall be due and payable monthly in advance on the first day of each month, and LESSEE shall continue to be a month-to-month LESSEE until the tenancy is terminated by any Party hereto by delivering written notice per Section Twenty-One below, of Intent to Terminate at least thirty (30) calendar days prior to the date of termination, in which case the termination period shall commence upon delivery of written notification to terminate. In the event the termination period begins on other than the first day of a month, the rent shall be prorated on a per diem basis for the calendar months involved.

**EIGHTEEN. WAIVER.** The failure of LESSOR or LESSEE to insist upon strict performance of any of the covenants, terms or provisions contained in this Lease, shall not be construed to be a waiver or relinquishment of any such covenant, term or provision or any other covenants, terms or provisions, but the same shall remain in full force and effect.

**NINETEEN. SUBJECT TO DECLARATION.** This Lease and the LESSEE's use and occupancy of the Demised Premises are subject to the terms and conditions of the Declaration. The terms and conditions of the Declaration are hereby incorporated by reference in this Declaration, and, in consideration of this Lease, the LESSEE hereby



assumes and agrees to perform and be bound by all the terms and conditions contained in the Declaration binding upon the LESSOR as if the LESSEE was the LESSOR and the LESSEE was the Owner under the Declaration from and after the commencement date and until the expiration of the Lease or earlier termination of this Lease, and thereafter to the extent any of such provisions survive the expiration or earlier termination of the Lease.

**TWENTY. REMEDIES.** The remedies given to LESSOR and LESSEE shall be cumulative, and the exercise of any one remedy shall not be to the exclusion of any other remedy.

**TWENTY-ONE. NOTICES.** All notices under this Lease shall be in writing and delivered in person or sent by certified mail, return receipt requested, to LESSOR or to LESSEE at their respective addresses set forth below or to such other address as may hereafter be designated by either party in writing:

**LESSOR**

Name  
Address  
City, State Zip  
Telephone: (xxx) xxx-xxxx  
Email:

**LESSEE**

Colorado River Commission of Nevada  
100 City Parkway, Suite \_\_\_\_  
City, Nevada 89106  
Telephone: (702) 486-2484  
Email: ewitkoski@crc.nv.gov; mdbriggs@crc.nv.gov



**TWENTY-TWO. SEVERABILITY.** If any term or provision of this Lease or the application of it to any person or circumstance shall to any extent determined in a legal proceedings to be invalid and unenforceable, the remainder of this Lease (or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable) shall not be affected thereby, and each term and provision of this Lease shall be valid and shall be enforced to the extent permitted by law.

**TWENTY-THREE. AMENDMENT OR MODIFICATION.** This Lease constitutes the entire agreement between the Parties and may only be amended or modified with the mutual consent of the Parties hereto, which amendment or modification must be in writing, executed and dated by the Parties hereto and approved by the State Board of Examiners.

**TWENTY-FOUR. LESSEE IMPROVEMENTS.** LESSOR shall provide the LESSEE improvements as shown on **EXHIBIT "B"** attached hereto and incorporated herein. Said LESSEE improvement exhibits shall be initialed on all pages to show approval by LESSOR and LESSEE. All LESSEE improvements shall be deemed acceptable upon receipt of all pertinent governmental approvals and inspection and/or receipt of written approval from LESSEE with copy to LESSEE. LESSEE shall reimburse LESSOR for all LESSEE improvements deemed accepted by LESSEE and depicted on EXHIBIT B.

**TWENTY-FIVE. INTENTIONALLY DELETED.**





**TWENTY-SIX. PARKING AND COMMON AREAS.** LESSEE, its employees and business invitees shall have the nonexclusive right, in common with LESSOR and all others who have rights or may hereafter have rights, to use such common areas in or adjoining the Molasky Corporate Center ("Building") (including but not limited to, lobbies, corridors, walkways and sidewalks) as are designated from time to time, subject to the rules and regulations as may be imposed by the LESSOR or the Association. During the term of the Lease, LESSOR shall provide a minimum of 26 parking cards which will be available for the use of LESSEE, LESSEE employees, invitees, visitors or others having business with LESSEE. LESSEE shall pay a fee of One Hundred Sixty Dollars (\$160.00) per card per month. LESSOR has up to 66 parking cards available for use by LESSOR and should LESSOR request parking in addition to the 26 cards contemplated herein, LESSEE will be billed for the additional cards at the rate of \$160.00 per card per month. LESSEE may return parking cards at any time and will not be charged for parking cards returned to LESSOR. LESSOR or the Association may at any time close the garage to make repairs or changes (provided the closure does not unreasonably impede access to the Demised Premises by customers and employees of LESSEE) to prevent acquisition of public rights in such garage, or to discourage non-customer parking. LESSEE shall upon request furnish to LESSOR the license number of cars operated by LESSEE and its employees.



Visitors, invitees, or others having business with LESSEE that enter the garage without a parking card will be required to pay upon exit at the then established rate for guest parking. LESSOR may elect to have a validator for guest parking in which case parking requiring validation will be billed back monthly separately from the Base Rent and fixed parking charges described in this section. Rates are established by the Association and billing and validation are managed by the Association or its designee.

**TWENTY-SEVEN. SIGNAGE.** LESSOR shall provide lobby directory signage, Building website identification and suite identification signage consistent with that provided to other lessees of the Building, wherein all costs associated with the construction and installation of such signage shall be at LESSOR'S sole cost and expense.

**TWENTY-EIGHT. PRIOR TERMINATION.** This Lease may be terminated prior to the terms set forth herein above for any condemnation, casualty or force majeure event, the purpose of this agreement is substantially impaired or obstructed by any event, occurrence or circumstance outside the control of LESSOR or LESSEE, including any governmental condemnation, without prejudice or penalty to any party hereto and without such event, occurrence or circumstance being defined, and interpreted or construed as breach or default on the part of any party.



**TWENTY-NINE. ASSIGNMENT OR SUBLEASE.** Upon prior written notice to and the prior approval in writing of LESSOR, granted, or not, in LESSOR's sole discretion, this Lease may be assigned or subleased to any individual or entity.

**THIRTY. SUCCESSORS.** Except as otherwise specifically provided, the terms, covenants, and conditions contained in this Lease shall apply to and bind the heirs, successors, executors, administrators, and permitted assignees of the Parties to this Lease.

**THIRTY-ONE. ESTOPPEL CERTIFICATE.** In the event of any sale, exchange, or refinance of LESSOR'S interest in the Demised Premises by LESSOR or designee of LESSOR of this Lease, within ten (10) calendar days after receipt of written request from LESSOR, LESSEE shall execute and acknowledge an estoppel certificate certifying as to such matters as may be requested by LESSOR.

**THIRTY-TWO. ARMS LENGTH TRANSACTION.** All Parties to the LEASE hereby affirm that this is an "Arm's Length Transaction,". No party to this Lease is a family member, business associate, or share a business interest with the other party. Further, there are no hidden terms or special understandings between LESSOR, or their agents, and LESSEE, or its agents.

**THIRTY-THREE. CAPTION AND SECTION NUMBERS.** The captions and section numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any section or paragraph.





**THIRTY-FOUR. BOARD APPROVAL.** This Lease is contingent upon prior approval by the Nevada State Board of Examiners and is not binding upon the Parties hereto or effective until such approval. Lessee reserves the right to update commencement and termination dates in accordance with submittal to the State Board of Examiners' meeting date.

**THIRTY-FIVE. COUNTERPARTS.** This Lease may be executed in one or more counterparts and with facsimile and/or electronically scanned copies of the signature page, each of which will be deemed an original and all of which together will constitute one and the same instrument.

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IN WITNESS WHEREOF, the Parties hereto have executed this Lease as of the day and year first above written.

**LESSOR**

SOUTHERN NEVADA WATER  
AUTHORITY, a Political  
Subdivision of the State of  
Nevada

By \_\_\_\_\_  
Name  
Title

Date \_\_\_\_\_

**Reviewed as to form and  
compliance with law only:**

AARON D. FORD  
ATTORNEY GENERAL

By \_\_\_\_\_  
Michelle Briggs  
Special Counsel

Date \_\_\_\_\_

**Approved by:**

BOARD OF EXAMINERS

By \_\_\_\_\_  
Amy Stephenson  
Clerk of the Board

Date \_\_\_\_\_

**LESSEE**

STATE OF NEVADA through its,  
COLORADO RIVER COMMISSION of  
Nevada, an agency of the  
State of Nevada

By \_\_\_\_\_  
Eric Witkoski  
Director

Date \_\_\_\_\_

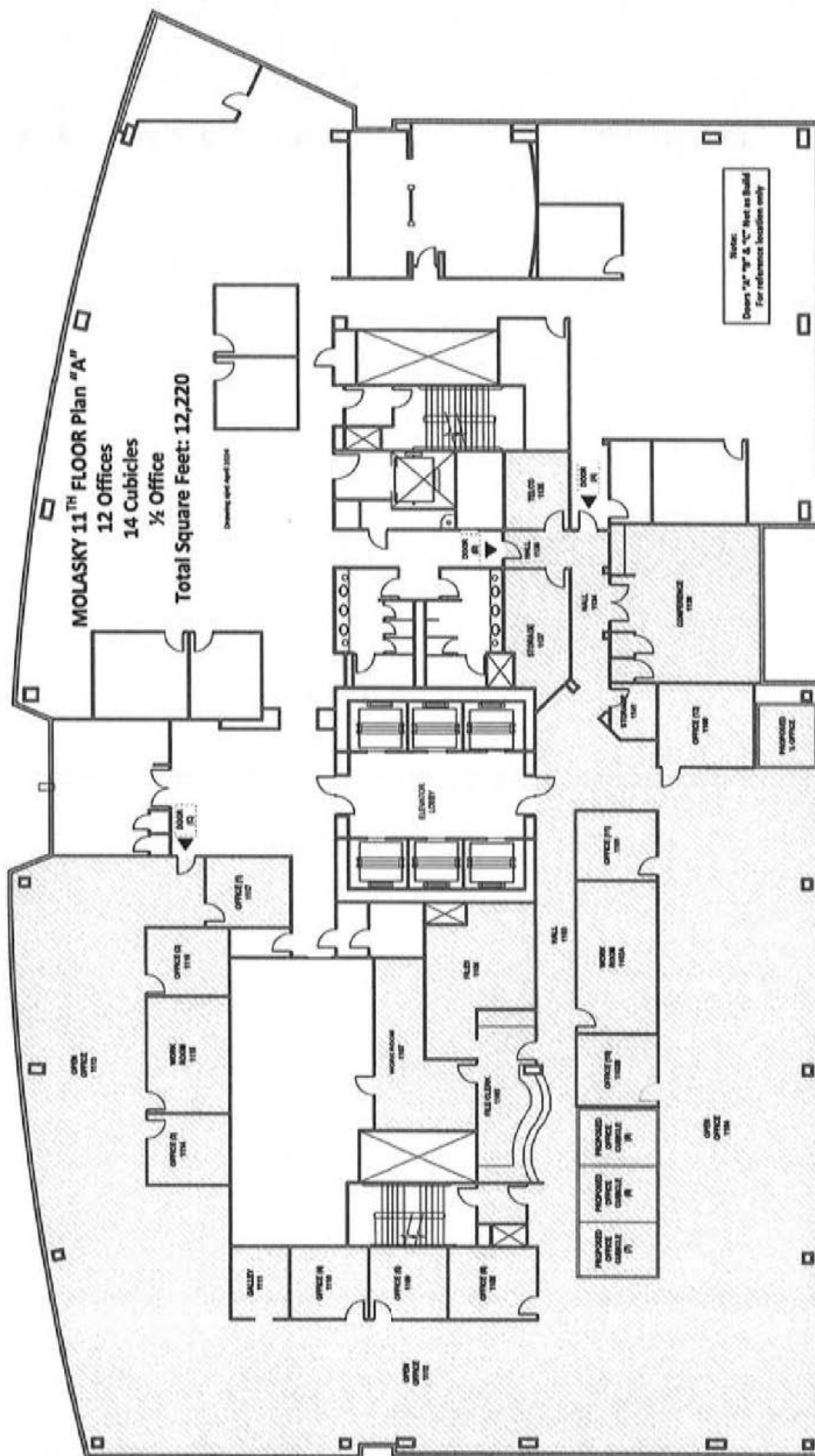


**EXHIBIT "A"**

**DEPICTION OF DEMISED PREMISES**

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EXHIBIT "B"

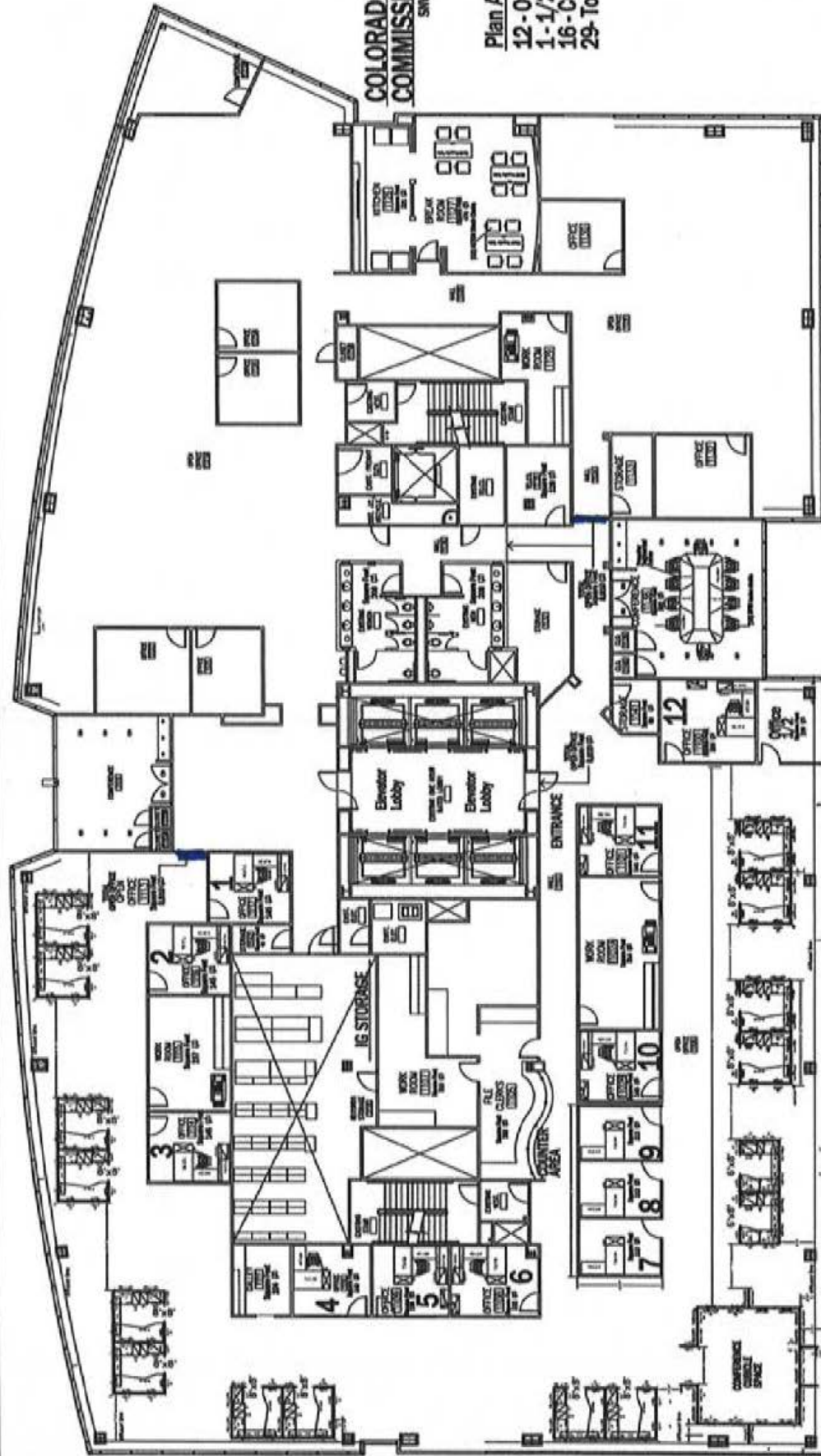
SPACE PLAN / WORK LETTER

# COLORADO RIVER COMMISSION

SWW-Bldg - 11th Floor  
 Date: 10-2004  
 Revised: 4-15-04  
 Revised: 4-23-04

## Plan A

- 12 - Offices
- 1 - 1/2 Offices
- 16 - Cubicles
- 29 - Total Areas







**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM G  
FOR MEETING OF MAY 14, 2024**

**SUBJECT:** *For Information Only:* Update on pending legal matters, including Federal Energy Regulatory Commission or Public Utilities Commission on Nevada filings

**RELATED TO AGENDA ITEM:**

None.

**RECOMMENDATION OR RECOMMENDED MOTION:**

**FISCAL IMPACT:**

None.

**STAFF COMMENTS AND BACKGROUND:**

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM H  
FOR MEETING OF MAY 14, 2024**

**SUBJECT:** *For Possible Action:* 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:**

**FISCAL IMPACT:**

None.

**STAFF COMMENTS AND BACKGROUND:**



**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM I  
FOR MEETING OF MAY 14, 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 comment 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:**

**FISCAL IMPACT:**

None.

**STAFF COMMENTS AND BACKGROUND:**

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM J  
FOR MEETING OF MAY 14, 2024**

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

**STAFF COMMENTS AND BACKGROUND:**

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM K  
FOR MEETING OF MAY 14, 2024**

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

**STAFF COMMENTS AND BACKGROUND:**



**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM L  
FOR MEETING OF MAY 14, 2024**

<b>SUBJECT:</b> Adjournment.
<b>RELATED TO AGENDA ITEM:</b> None.
<b>RECOMMENDATION OR RECOMMENDED MOTION:</b>
<b>FISCAL IMPACT:</b> None.

**STAFF COMMENTS AND BACKGROUND:**