



**Economic Recovery Transportation Electrification Plan (“ERTEP”)  
Charging Station Site Host Agreement  
Customer/Third-Party Owned Charging Stations**

This Charging Station Site Host Agreement (“**Agreement**”) is effective as of the last date on which this Agreement is signed (the “**Effective Date**”) by and between City of North Las Vegas, a Nevada municipal corporation (“**Customer**”), and Nevada Power Company, d/b/a NV Energy a Nevada corporation, with its principal offices located at 6226 West Sahara Ave., Las Vegas, Nevada 89146, (“**NV Energy**”). NV Energy and Customer are at times collectively referred to hereinafter as the “**Parties**” or individually as the “**Party**”.

**WHEREAS**, NV Energy’s Economic Recovery Transportation Electrification Plan (“ERTEP”), as approved by the Public Utilities Commission of Nevada (“PUCN”), creates programs to facilitate the development of electric vehicle charging stations in Nevada, including incentive programs;

**WHEREAS**, Customer desires to host a public Charging Site on its Property pursuant to the ERTEP and the terms set forth herein; and

**WHEREAS**, NV Energy will provide value to Customer by constructing grid side and make ready improvements to facilitate said Charging Site and by providing an incentive for electric vehicle charging equipment for an ERTEP Charging Site on Customer’s Property (defined below);

**NOW THEREFORE**, in consideration of the above and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. CONTACT INFORMATION:**

**Customer’s Address for Notices**

**Attn:** Public Works Department, Infrastructure Maintenance Division  
Email: [buildingmaintenance@cityofnorthlasvegas.com](mailto:buildingmaintenance@cityofnorthlasvegas.com)  
2250 Las Vegas Blvd. N., Ste. 200  
North Las Vegas, NV 89030

**NV Energy’s Address for Notices**

**Attn:** NV Energy  
Email: [ev@nvenergy.com](mailto:ev@nvenergy.com)  
Integrated Energy Services, Contract administration  
6226 West Sahara Ave M/S 29  
Las Vegas, Nevada 89146

**2. CHARGING STATION PREMISES:** Customer hereby agrees to devote a sufficient portion of its Property to implement, during the term of this Agreement, the applicable site profile as approved by the PUCN’s final order in Docket No. 21-09004 dated Jan. 12, 2022 (“ERTEP Final Order”), as depicted in **Exhibit A**, for electric vehicle charging stations and ancillary equipment (the “**Charging Station Premises**”) on the property commonly known as City of North Las Vegas City Hall, located at 2250 Las Vegas Blvd. N., North Las Vegas, NV 89030 and Neighborhood Recreation Center located at 1638 N. Bruce St., North Las Vegas, NV 89030 and as depicted on **Exhibit B** attached



hereto (the “**Property**”) in order to build electric vehicle charging stations subject to the requirements of the ERTEP Final Order (the “**Charging Site**”). The Charging Site, including the electric vehicle chargers, shall be owned, and operated by Customer. Any grid side or make ready improvements necessary to implement the Charging Site (as identified on **Exhibit A**) shall be owned and operated by NV Energy (“**NV Energy Improvements**”).

**3. CONSTRUCTION AND INSTALLATION:** The final design and placement of the Charging Site shall be agreed to by the Parties in writing prior to construction (the “**Design Package Acceptance Agreement**”). NV Energy shall, as necessary, construct grid side and make ready improvements at the Charging Station Premises to facilitate the Charging Site. Construction of the Charging Site is expected to commence within 18 months of execution of the Design Package Acceptance Agreement. Customer shall be responsible for all equipment, materials and services related to the Charging Site except those expressly listed herein as the responsibility of NV Energy, including but not limited to the purchase and installation of pre-qualified electric vehicle charging equipment at the Charging Station Premises pursuant to the Design Package Acceptance Agreement. Customer shall permit reasonable access to NV Energy and its agents for the inspection, construction, and maintenance of the Charging Site. Customer shall complete installation of the Charging Site within 90 days of the completion of all grid side and make ready improvements. A schedule of anticipated project milestones is included as **Exhibit C**. Customer shall be responsible for complying with all local, state, and federal requirements including the acquisition of permits or licenses as applicable. Installation work must be performed by qualified professionals pursuant to the ERTEP Final Order and Senate Bill 448 (2021).

**4. INCENTIVE FUNDING:** Upon completion of the construction, installation and commissioning of the Charging Site, Customer will notify NV Energy in writing (and pursuant to any requirements set forth in the ERTEP Final Order or Design Package Acceptance Agreement (as applicable)) and request NV Energy’s approval for disbursement of incentive funding. Should NV Energy require the completion of “punch list” items for final completion or other changes prior to completion of construction, Customer will perform such additional work at no extra cost to NV Energy. Upon NV Energy’s final approval of the Charging Site, which will not unreasonably be denied, NV Energy will provide to Customer an incentive payment as provided in **Exhibit D**.

**5. RIGHTS TO LAND:** Customer agrees to grant (for the duration of this Agreement and up to ninety (90) days thereafter) to NV Energy sufficient land rights (whether through an easement, right of entry, lease, or otherwise) to the Charging Station Premises sufficient to access, occupy, construct, operate, maintain, and remove the NV Energy Improvements, to be recorded in the relevant county recorder’s office prior to construction. NV Energy may terminate this Agreement by written notice if Customer fails to grant land rights to NV Energy’s satisfaction.

**6. CHARGING SITE FOOTPRINT:** The Charging Site footprint shall reflect the applicable site profile approved by the ERTEP Final Order, and as may be modified by the Design Package Acceptance Agreement. Parking spaces with chargers shall serve as dedicated charging stalls to be used only by electric vehicles (“**Dedicated Stalls**”). The Dedicated Stalls and any applicable restrictions shall be identified by signage substantially similar to the signage depicted in **Exhibit E**.

**7. TERM:** The initial term of this Agreement shall run for ten (10) years from the Effective Date (the “**Initial Term**”). Renewals will be subject to mutual agreement between NV Energy and



Customer. To extend the Term, written notice of such extension request shall be delivered no later than thirty (30) days prior to the expiration of the Term. In the event of a sale or transfer of the Property or Charging Station Premises by Customer while the Agreement is in effect, NV Energy's rights shall be conveyed with the Property or Charging Station Premises and Customer shall provide written notice of the same at least sixty (60) days prior to sale or transfer, with confirmation that NV Energy's rights are to be so conveyed. Upon expiration or termination of this Agreement, NV Energy may remove any equipment from Charging Site owned by NV Energy or its suppliers.

**8. UTILITIES:** Customer agrees to arrange and pay the costs for the utility services provided or used in or at the Charging Station Premises during the Term for operation of the Charging Site. Customer shall pay directly to the utility company the cost of any and all such utility services and shall arrange to have the utility services separately metered.

**9. COMPLIANCE WITH PUCN REQUIREMENTS:** Customer agrees and acknowledges that it must abide by all applicable requirements prescribed by the ERTEP Final Order, including but not limited to data reporting, maintenance, and technical requirements. Customer's failure to abide by such requirements constitutes a breach of this Agreement. Customer further acknowledges that it must contract with a Third-Party Provider that has been pre-qualified by NV Energy to procure and operate charging equipment for the Charging Site.

**10. COMPLIANCE WITH FEDERAL REQUIREMENTS:** Customer agrees and acknowledges that Customer must abide by all reporting requirements in accordance with Section 680.116 of Department of Transportation Federal Highway Administration 23 CFR Part 680. Customer's reporting responsibilities are vital to Company's compliance. As such, Customer shall collect and maintain collected data ("**Data**") of the Charging Station Premises and report such Data to Company no later than the 25<sup>th</sup> of each month for the prior month. If fines, sanctions, or other penalties are imposed on Company due to Customer's failure to deliver Data to Company, Customer shall indemnify, defend and hold harmless Company and its officers, directors, employees and agents (hereinafter collectively "**Indemnitees**") from all fines, penalties, reasonable expenses, or other losses sustained by Company as a result of Customer's breach of this provision or in any way related to this Agreement.

**10. GENERAL COMPLIANCE:** Each party shall comply with the laws and regulations applicable to the parties and each of their obligations under this Agreement

**11. USE:** The Charging Station Premises shall be used as a public Charging Site during the Term. Customer may, at its discretion, charge a fee for members of the public to use electric vehicle charging services at the Charging Site.

**12. TAXES:** Customer shall be responsible for any taxes assessed against the Charging Station Premises or the Property due to the installation and operation of the Charging Site.

**13. RELOCATION OF THE CHARGING STATION PREMISES:** If Customer decides to redevelop the Property and such redevelopment would impact the Charging Station Premises or use of the Charging Site, Customer may, upon NV Energy's prior written consent and at Customer's sole cost and expense, relocate the Charging Station Premises to another area on the Property, similar to the Charging Station Premises in size and accessibility by the public and such area shall replace the



existing Charging Station Premises under this Agreement.

**14. CONDEMNATION:** If at any time any portion of the Charging Station Premises is condemned or taken by any governmental authority, NV Energy shall have the right to claim and recover from the condemning authority, but not from Customer, such compensation for the damages relating to the use of the Charging Site in connection with this Agreement, which shall be payable to NV Energy.

**15. ASSIGNMENT:** Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by a Party (whether by operation of law or otherwise) without the prior written consent of the other Party; provided, however, that (1) a Party may assign without the prior written approval of the other Party all or any portion of the assigning Party's rights under this Agreement to any subsidiary or affiliate of the assigning Party, but such assignment shall not relieve the assigning Party of its obligations hereunder, and (2) a Party may assign this Agreement without the prior written approval of the other Party to a person or entity into which the assigning Party has merged or which has otherwise succeeded to all or substantially all of the assigning Party's business and assets, and which has assumed in writing or by operation of law the assigning Party's obligations under this Agreement. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns.

**16. MAINTENANCE:** Customer shall be responsible for maintaining and repairing the Charging Site and NV Energy shall not have any liability for damage to same unless such damage is caused by NV Energy's negligence or willful misconduct. NV Energy shall be responsible for maintaining and repairing any grid side and/or make ready improvements at the Charging Station Premises that were constructed or installed by NV Energy. After NV Energy provides notice to Customer, Customer shall permit reasonable access to NV Energy and its agents for the inspection, maintenance, repair, or removal of such improvements. Customer's normal responsibility to maintain the Property shall also apply to the Charging Station Premises, such as for debris and garbage collection and removal, and pavement and concrete repairs. All equipment installed in relation to the Charging Site shall be maintained by Customer in good condition for the entire Term of this Agreement.

**17. CUSTOMER COVENANTS:** Customer represents that they are the owner of the Property, and that this Agreement does not violate any agreement, lease, or other commitment of Customer. To the extent there are any existing property rights of others that Customer fails to disclose prior to the execution of this Agreement, Customer is responsible for any associated costs and expenses. Customer shall not take any action that would unduly impair or interrupt the use of the Charging Station Premises or Charging Site. Customer shall use commercially reasonable efforts to actively monitor the Charging Station Premises to ensure that use of the Charging Site is not impaired.

**18. ALTERATIONS:** Customer shall not make or permit to be made any material alterations, changes in, or additions to the Charging Station Premises that impair the use of the Charging Site without the prior written consent of NV Energy, which shall not be unreasonably withheld, conditioned, or delayed. Any maintenance or repair of the Charging Site or feeding utilities shall not be deemed material alterations, changes, or additions.

**19. SIGNAGE:** Signage to be installed at the Charging Station Premises must be substantially



similar to the signage depicted in **Exhibit E** and shall include signs to identify Dedicated Stalls. Customer shall affix (and maintain in a readable manner) an adhesive decal with the NV Energy logo, to be provided by NV Energy, on the front of each charger. NV Energy may, at its sole discretion, require that such decals be removed in the event that the Customer fails to adequately maintain the Charging Site as required by the Agreement and the ERTEP Final Order. All signage shall be installed and maintained by Customer.

**20. INDEMNIFICATION:** Except to the extent of any negligence or willful misconduct of Customer or Customer's agent, NV Energy hereby agrees to indemnify, hold harmless, and defend Customer, its managers, members, agents, and representatives from all liability, damages, loss, costs, and obligations, including court costs and attorney's fees, to the extent arising out of any claim of any third -party directly related to NV Energy's misuse of the Charging Station Premises. Except to the extent of any negligence or willful misconduct of NV Energy, Customer hereby agrees to indemnify, hold harmless, and defend NV Energy, its directors, officers, employees, consultants, contractors, agents, and representatives from all liability, damages, loss, costs, and obligations, including court costs and attorney's fees, on account of or arising out of or alleged to have arisen out of directly or indirectly, any claim of any third party related to Customer's or Customer's subcontractors, suppliers or agents' misuse of the Charging Station Premises .

The indemnification obligations set forth in this Section are subject to the indemnified party: (i) promptly notifying the indemnifying party of the claim in writing, provided, however, that any failure of the indemnified party to provide prompt written notice pursuant to this Section shall excuse the indemnifying party only to the extent that it is prejudiced thereby; (ii) providing the indemnifying party, at its sole cost and expense, with reasonable cooperation in the defense of the claim; and (iii) providing the indemnifying party with sole control over the defense and negotiations for a settlement or compromise of the claim, provided that the indemnifying party may not settle any claim against the indemnified party without the indemnified party's prior, written consent and approval, not to be unreasonably withheld or delayed.

**21. DESTRUCTION:** Any total destruction of the Charging Station Premises shall, at Customer's or NV Energy's written election within thirty (30) days of such destruction, terminate the Agreement, unless such total destruction is caused by the Party seeking termination of this Agreement or someone for whom it is responsible.

**22. REMEDIES:** Customer and NV Energy acknowledge and agree that each Party shall have all remedies available at law or in equity if the other Party is in default under the terms of this Agreement.

**23. FORCE MAJEURE.** Neither Party shall be liable for failure or delay in performance due to acts of God or the public enemy, good faith compliance with any lawful governmental order, fires, riots, labor disputes, unusually severe weather, or any other cause beyond the reasonable control of a Party. The affected Party shall promptly notify the other Party in writing, describing the cause and the estimated duration of delay. The affected Party shall use commercially reasonable efforts to avoid or remove such cause and continue performance. If either Party relies on this Section as an excuse not to perform its obligations under this Agreement for more than 90 days, the other party shall have the right to terminate this Agreement without penalty by providing prior written notice thereof.



**24. CONFIDENTIALITY AND PUBLICITY:** Neither Party will use the other Party's name, trademark, or logo without such other Party's prior written consent.

**25. RELEASE AND WAIVER; LIABILITY:** Notwithstanding anything herein to the contrary, NV Energy shall not be liable for, and Customer expressly forever releases, waives and discharges NV Energy from any and all claims from speculative, indirect, consequential, or punitive damages, including, but not limited to, any lost sales or profits of Customer.

**26. ENVIRONMENTAL MATTERS:** The Charging Station Premises shall be delivered free of environmental contamination. NV Energy shall have no liability for any environmental contamination at the Property or Charging Station Premises unless caused by the gross negligence or willful misconduct of NV Energy, its agents, employees, or contractors. During the Term, Customer is responsible for remediating any pre-existing contamination or any contamination. NV Energy shall have no liability for diminution in value of the Property as it relates to environmental contamination.

**27. NOTICES:** All notices or demands shall be in writing and shall be deemed duly served or given only if delivered by prepaid (i) U.S. Mail, certified or registered, return receipt requested, or (ii) reputable, overnight courier service (such as UPS or FedEx) to the addresses of the respective parties as specified in Section 1 above. The Parties may change their respective addresses for notices by giving notice of such new address in accordance with the provisions of this paragraph.

**28. BROKERS:** Customer and NV Energy represent to each other that each has dealt with no broker and each hereby agrees to indemnify and hold the other harmless from any claims for any such commissions or fees.

**29. SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon and shall inure to the benefit of Customer and NV Energy and their respective successors and assigns.

**30. GOVERNING LAW:** This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the Laws of the State of Nevada without giving effect to its choice or conflict of law provisions. All actions must be initiated in the courts of Clark County, Nevada, or the federal district court with jurisdiction over Clark County, Nevada. Neither Party will initiate an action against the other in any other jurisdiction.

**31. COUNTERPARTS:** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together will constitute one agreement. Signed copies transmitted electronically in PDF or similar format shall be treated as originals.

**32. TERMINATION:** Customer may terminate this Agreement at any time prior to the Parties' execution of the Design Package Acceptance Agreement upon thirty (30) days prior written notice to NV Energy. NV Energy may terminate this Agreement at any time during the Term without penalty and upon thirty (30) days prior written notice to Customer. Upon termination of the Agreement, NV Energy may remove utility facilities, including underground wire, installed for the operation of the Charging Site. Underground utility facilities including, but not limited to, conduit, foundations, and vaults may be abandoned in place by NV Energy and Customer shall take ownership thereof and assume all liability, therefore.



**35. AMENDMENTS:** Any changes, modifications, or amendments to this Agreement are not enforceable unless consented to in writing by the Parties and executed with same formality as this Agreement.

**36. NO THIRD-PARTY BENEFICIARIES:** Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a Party to this Agreement any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

**37. NO WAIVER:** The failure of either Party to enforce any of the provisions of this Agreement at any time, or to require performance by the other Party of any of the provisions of this Agreement at any time, will not be a waiver of any provisions, nor in any way affect the validity of the Agreement, or the right of any Party to enforce each and every provision.

**38. JURY TRIAL WAIVER:** TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

**IN WITNESS WHEREOF,** the Parties hereto have each caused an authorized representative to execute this Agreement as of the Effective Date.

*Signature Page Follows*



**CUSTOMER: City of North Las Vegas**

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Title (if applicable)*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

Attest:

\_\_\_\_\_  
Jackie Rodgers, City Clerk

Approved as to form:

\_\_\_\_\_  
Andy Moore, Acting City Attorney

**Nevada Power Company, d/b/a NV Energy**

\_\_\_\_\_  
Adam Grant  
*Printed Name*

\_\_\_\_\_  
Director, Integrated Energy Services  
*Title (if applicable)*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

**Nevada Power Company, d/b/a NV Energy**

\_\_\_\_\_  
Marie Steele  
*Printed Name*

\_\_\_\_\_  
VP, Integrated Energy Services  
*Title (if applicable)*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*



**Exhibit A  
Applicable Site Profile**

Site Attributes	Large Community Center		
Electric Vehicles Served	Light duty		
Focus Areas	Large community centers		
End-use Applications	Support public charging for visitor and resident vehicles in rural and historically underserved communities		
Charging Ports	Count	Type	kW
	10	Level 2	19.2
Storage (kW/kWh)	N/A		
As-Designed Utility Service Transformer Size (kVA)	150		
As-Designed Service Entrance (Amps)	800		
Shade Canopy	Yes		
ADA-Ready	Yes		

Shade canopy purpose is to cover charging infrastructure only and excludes canopy coverage over the entire vehicle or parking stall.

**[end of EXHIBIT A]**

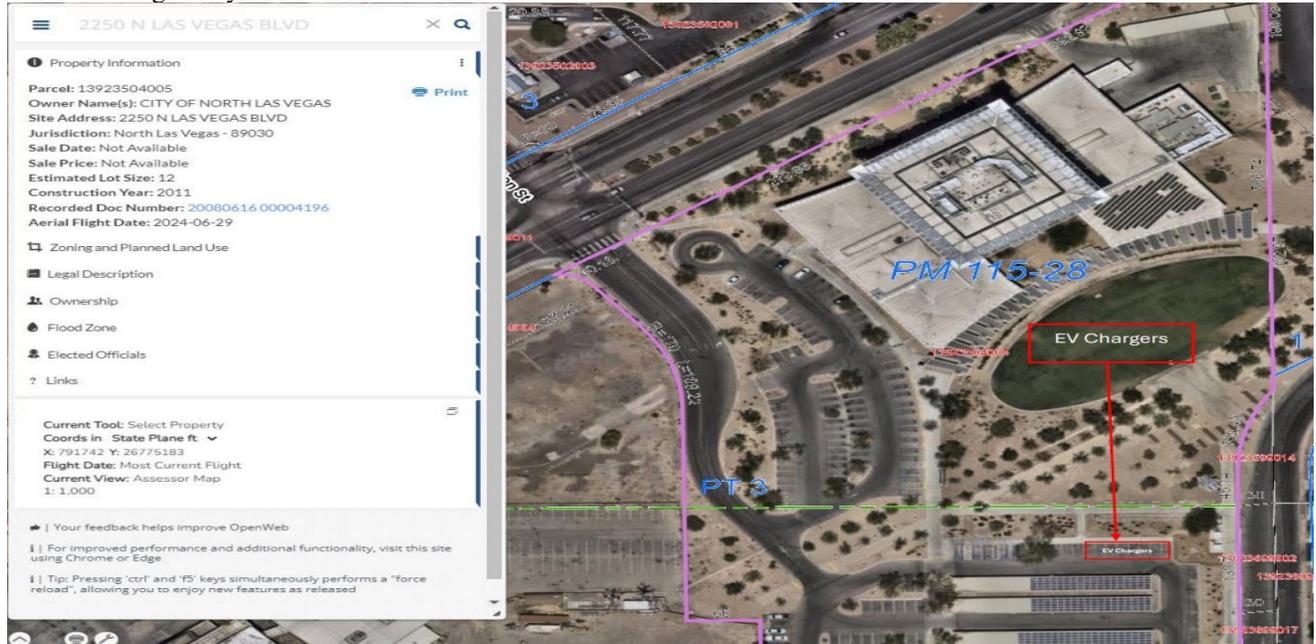
**Exhibit B**  
**Charging Station Premises and Property**

Neighborhood Recreation Center



1 = Charging site location

North Las Vegas City Hall



1 = Charging site location

**[end of EXHIBIT B]**



**Exhibit C**  
**Project Milestones**

1. Site Host Agreement and Right of Entry Agreement signed.
2. Formal grid-side planning initiated by NV Energy to reserve power and determine necessary grid-side upgrades.
3. Engineering, Procurement, and Construction (EPC) contractor is awarded contract by NV Energy and begins site design and pre-construction efforts.
4. Site Design Acceptance Agreement (SDAA) for grid-side work signed by Customer.
5. Site Design Package for final design of grid-side and make-ready work signed by Customer.
6. Construction of grid-side and make-ready work completed by NV Energy's EPC contractor(s).
7. Proof of construction breaking ground is submitted to NV Energy on or by mutually agreed upon construction start date.
8. Construction of charging infrastructure completed by Customer's qualified contractor. Customer must receive approval from NV Energy on chosen contractor to ensure all ERTEP requirements have been met by contractor.
9. Site completed and commissioned.
10. Incentive Claim Package is submitted by Customer for reimbursement of applicable project costs. The project may be selected for an inspection at random to verify the information included in the Incentive Claim Package.
11. The upfront project incentive is paid to Customer upon approval of the Incentive Claim Package.
12. Remaining project incentives and operations and maintenance incentives (if applicable) will be paid annually for five years upon verification of compliance with the annual reporting and uptime requirements. Customer is responsible for ongoing operations and maintenance.

**[end of EXHIBIT C]**



**Exhibit D  
Incentive Payment**

Program	ERTEP Public Agency
Site Profile	Large Community Center
Customer Type	Governmental
Charging Infrastructure Incentive Cap	\$75,388.00
Total Approved Incentive Payment Structure	After a valid Incentive claim package is submitted and approved by NV Energy, Customers will be mailed a check for an initial payment of 100% of the total approved incentive.
Operations and Maintenance Incentive Payment Structure	\$2,000.00 total per site will be distributed annually over 5 years, upon NV Energy approval and provided the Customer meets the applicable reporting and uptime requirements.

**[end of EXHIBIT D]**

**Exhibit E**  
**EV Charging Site Signage & Branding**  
**Guidance**

**Background.** The Economic Recovery Transportation Electrification Plan (ERTEP) was approved by the Public Utilities Commission of Nevada (PUCN) and includes qualified third-party provider and customer ownership models for multiple programs. This document provides site design guidance to selected sites and grant awardees participating in an ERTEP program.

**Site Signage Guidance.** To help drivers efficiently find electric vehicle (EV) charging stations, site hosts should implement wayfinding signage in the parking area directing drivers towards charging. Additional signage at each charging stall with a charger and stenciling on the parking spot helps all drivers, including drivers of gas-fueled vehicles, understand charging stalls are for EV charging only. Selecting signage focused on ‘charging’ instead of ‘parking’ may help reduce the number of EVs parking at the chargers without actively charging.

EV charging spaces are commonly painted all green and then stenciled with white EV specific messaging and/or images. At a minimum, site hosts should stencil an EV specific image on each charging stall using white or green paint. Note, stenciling is not a best practice if the parking area is gravel or another permeable material with distinct gaps between components which would obfuscate a stenciled image.

All signage should be green and white to ensure consistency with industry standards and clearly differentiate from the blue markings used for accessible parking. In addition, selecting signage with EV imagery will help customers who are not fluent in written English identify designated EV charging stalls. The example signage included in this document is representative of best practices in EV sign design but is not prescriptive.



**Site Branding Guidance.** NV Energy will provide a durable outdoor sticker to be placed on the front (screen side) of each EV charging station funded by NV Energy. NV Energy will make stickers available upon incentive package approval, and sticker printing costs will be covered by NV Energy. Detailed guidance on placement specific to the charger model selected will be shared when stickers are provided. The sticker will include text reading ‘Powered by’ with the NV Energy logo. NV Energy welcomes opportunities to further co-brand sites. If a site is interested in discussing additional site co-branding opportunities, please contact EV@nvenergy.com.

**[end of EXHIBIT E]**