

## **ELECTRIC VEHICLE CHARGING STATION GRANT AGREEMENT**

This Electric Vehicle Charging Station Grant Agreement (the "Agreement") is made \_\_\_\_\_, 2019 by and between Nevada Power Company and Sierra Pacific Power Company each dba NV Energy ("Company") and Washoe County ("Customer")

### **RECITALS**

Whereas, Company has received certain REPR funds to facilitate the construction of electric vehicle charging stations (each a "Station") in the State of Nevada.

Whereas, Customer desires to build one or more Stations in exchange for reimbursement of the construction costs for such Stations from Company (the "Reimbursement").

Now, therefore for the consideration set forth below, Customer and Company agree to the following.

### **AGREEMENT**

- 1. CONSTRUCTION OF STATIONS; WARRANTY.** Customer agrees to construct the Stations as set forth in more detail in Exhibit A to this Agreement. Exhibit A also contains an estimated schedule and Customer's cost to construct the Stations. Customer shall obtain Company's written approval of the design and placement of the Stations prior to construction which Company will provide within 14 days of submittal of design and placement. Should Company fail to respond within 14 days, the design and placement shall be deemed to be approved by Company after obtaining such approval, Customer will construct the Stations in its sole control. Company will not provide any equipment, labor or materials to construct the Stations. Customer must comply with all local, state, and federal safety requirements. Customer shall be responsible for complying with all local, state and federal environmental regulations, including the acquisition of permits.

Customer warrants for 1 year from the completion date of the construction of the Stations that the Stations shall remain free from any defect in design, material, or workmanship and that the Stations shall substantially conform with applicable drawings and specifications. Customer shall at Company's option, repair or replace a nonconforming product or service within a reasonable timeframe as specified by Company or refund the Reimbursement. Customer is responsible for all reasonable costs incurred by Company directly related to any defective or nonconforming product or service. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE GIVEN IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Customer will also enter into a 5-year maintenance agreement with a third-party vendor to ensure upkeep of the Stations.

2. **REIMBURSEMENT.** Upon completion of the construction of the Stations set forth on Exhibit A and entry into a 5 year maintenance agreement with a Company-approved vendor, Customer will notify Company in writing and request Company's approval for reimbursement. Customer will provide a copy of the 5 year maintenance agreement along with any backup materials reasonably requested by Company for construction of the Stations. Company will provide such consent in its sole discretion within 14 days of submittal of the request. Should Company fail to respond within 14 days, the construction will be deemed to be unapproved by Company. Should Company 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 Company. Upon Company's final approval of the Stations, which will not unreasonably be denied, Company will reimburse Customer the cost of the Stations. Company will pay Customer within 60 days of final approval of the reimbursement requests.
3. **NO DUTY TO REIMBURSE.** The parties acknowledge and agree that Company is acting as intermediary for the REPR. Should the REPR, at no fault of Company, fail to provide Customer with the funds to pay for the Stations, Company will have no obligation to reimburse Customer. If Company has agreed to reimburse Customer funds from Company's account, this Section 4 will not apply to such portion of the reimbursement. In addition, Company may terminate this Agreement upon written notice at any time for any reason or no reason. Company will reimburse Customer for work performed to the date of termination, only to the extent Company has received funds from REPR to pay Customer or Company is obligated to pay Customer.

The Parties may mutually agree to modify the scope of this Agreement at any time. An agreed upon equitable adjustment shall be made in the price and time allowed for performance, to the extent necessary to accommodate any such change.

4. **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.
5. **INSURANCE.** Customer shall, prior to commencing work, secure and continuously carry with insurers having an A.M. Best Insurance Reports rating of A-:VII or better such insurance as will protect Customer from liability and claims for injuries and damages which may arise out of or result from the work and for which Customer may be legally liable, whether such operations are by Customer or a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Customer shall insure the risks associated with the work and the Agreement with the minimum coverages and limits as set forth below:
  - (a) General liability insurance, with a combined \$2 million single limit for each occurrence and \$2 million in the annual per project aggregate;

- (b) Automobile liability insurance, with a combined \$1 million single limit for each person and \$1 million for each occurrence;
- (c) Workers compensation insurance per statutory requirements; and
- (d) Excess/umbrella liability insurance having a minimum limit of \$5 million each occurrence and aggregate where applicable on a following form basis to be excess of the insurance coverage and limits required in employer's liability insurance, commercial general liability insurance and automobile liability insurance. Customer shall provide notice to Company, if at any time the full umbrella limit required under this Agreement is not available, and purchase additional limits, if requested.

Customer shall maintain a "Certificate of Insurance" naming Company as an "Additional Insured" under all liability policies, stating that the insurance is primary with respect to Company's interest and that any insurance maintained by Company is excess and not contributory, providing for separation of insured coverage, and providing waivers of subrogation on all coverage. Customer shall notify Company immediately if at any time any one of Customer's insurers issues a notice of cancellation for any reason and shall provide proof of replacement insurance prior to the effective date of cancellation. A certificate of insurance shall be furnished to Company confirming the issuance of such insurance prior to commencement of work. Customer may satisfy any insurance requirement with evidence of a formal self-insurance program.

- 6. INDEMNIFICATION.** To the fullest extent permitted by law, Customer specifically and expressly agrees to indemnify, defend, and hold harmless Company and its officers, directors, employees and agents (hereinafter collectively "Indemnitees") from any claim, loss, cost, suit, judgment, damage, or expense, including reasonably incurred legal fees, directly arising out of or resulting from Customer's construction of the Stations including, but not limited to, claims for personal injury, death, or property damage. Customer's indemnity obligations owing to Indemnitees under this Section are not limited by any applicable insurance coverage of these terms and conditions. **NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.** This Section will survive termination of this Agreement.
- 7. CONFIDENTIAL INFORMATION.** Except as otherwise provided by law, the Parties agree to treat as confidential all information obtained or developed by the other party in the performance of the work, as well as all materials and information provided to one party by the other party, and not to disclose the same to any third party in any manner without the other party's prior written consent. Upon a party's request, the other party shall promptly return to the party all such materials and copies thereof. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by one party to another party shall be deemed confidential.
- 8. BUSINESS ETHICS.** Customer, its employees, officers, agents, representatives and subcontractors shall at all times maintain the highest ethical standards and avoid known conflicts of interest in the performance of Customer's obligations under the Agreement. In conjunction with its performance its services or provision of goods, Customer and its employees, officers, agents and representatives shall comply with, and cause its subcontractors and their respective employees, officers, agents and representatives to comply

with, all applicable laws, statutes, regulations and other requirements prohibiting bribery, corruption, kick-backs or similar unethical practices including, without limitation, the United States Foreign Corrupt Practices Act, the United Kingdom Bribery Act 2010, and the Company Code of Business Conduct. Without limiting the generality of the foregoing, Customer specifically represents and warrants that, to the best of its knowledge, neither Customer nor any officers, representatives or other agents of Customer have made or will make any payment, or have given or will give anything of value, in either case to any government official (including any officer or employee of any governmental authority) to influence his, her, or its decision or to gain any other advantage for Company or Customer in connection with the services to be performed or goods provided hereunder. Customer shall maintain and cause to be maintained effective accounting procedures and internal controls necessary to record all expenditures in connection with this Agreement and to verify Customer's compliance with this Section. In the event of an alleged breach of this provision, Company shall be permitted to audit such records as reasonably necessary to confirm Customer's compliance with this Section. Customer shall immediately provide notice to Company of any facts, circumstances or allegations that constitute or might constitute a breach of this Section and shall cooperate with Company's subsequent investigation of such matters. Customer shall indemnify and hold Company harmless from all fines, penalties, expenses or other losses sustained by Company as a direct result of Customer's breach of this provision. The parties specifically acknowledge that Customer's failure to comply with the requirements of this Section shall constitute a condition of default under the Agreement.

**9. GOVERNING LAW, VENUE.** The Agreement will be governed by and construed in accordance with the Laws of the State of Nevada without giving effect to its choice or conflicts of law provisions. All civil actions must be commenced exclusively in the state courts of Nevada or the United States District Court for the District of Nevada. Time is of the essence in performance of this Agreement.

**10. 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 THE 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.

Company

Nevada Power Company  
Sierra Pacific Power Company

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

Customer

Washoe County

\_\_\_\_\_  
By: Vaughn Hartung

Its: Chair, Washoe County Commission

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

**EXHIBIT A**  
**Description of Stations, Estimated Cost and Schedule**

**1. GENERAL:**

**1.1. Grant Reservation Notice:**

Customer will have twenty business days after notice of selection to accept or decline the grant offer. Customer who accept a grant offer will be issued a Grant Reservation Notice indicating the maximum amount of the grant and the maximum percentage of total Project cost. The notice lists the output power, type of EV Charging Station, and the number of proposed charging ports.

The Host Customer has sole rights to the Reservation Notice. Unless the Customer has received a grant reservation expiration date extension, as detailed below, the application reservation expires one year from the date listed on the Grant Reservation Notice.

Customer may check the status of their application by signing into the online application portal. “Active” status indicates that a Reservation Notice has been issued.

Customer must not begin the installation of the proposed Charging Station until the Grant Reservation Notice has been issued. While preparatory work may be in progress (including Project design, permitting, equipment procurement and “make-ready” construction), a Project will be ineligible for grant funding if the installation of the proposed Charging Station begins before the Grant Reservation Notice has been issued.

**1.2. One-Time, One Year Reservation Extension:**

Customer who has received a Grant Reservation Notice can request a one-time, one-year extension to the expiration date listed on the notice. Customer will be required to submit, prior to the original expiration date, proof of progress and intent to complete the Project. The proof of progress is subject to review and approval by NV Energy and may include, without limitation:

- Evidence that substantial percentage of Project construction has been completed
- Evidence that the principal components of the system have been purchased and delivered to the installation location
- Evidence of substantial non-refundable payments of installation costs

Customer must also provide an attestation, signed by the Host Customer, Installer and System Owner, of their intent to complete the system and acknowledgement that the Project will not be eligible for grant funding if not completed by the extended expiration date.

**1.3. Application Changes:**

**1.3.1. INSTALLATION LOCATION**

Changes may require submission of new documents and requalification.

Customer and Host Customers may request to change the installation address of a reservation to another address with the same Host Customer. Changes must be requested in writing to NV

Energy. Location changes will require that the Customer provide a copy of a recent NV Energy bill for the proposed location. The new installation location is recorded in the online application, but the Grant Reservation Notice is not revised. The terms of the original Grant Reservation Notice apply to the new installation location.

### **1.3.2. Customer or Installer**

Host Customers may change or rescind affiliation with any of the parties of the original application with written notice to NV Energy. The Installer may be changed by either the Customer, System Owner or the Host Customer with written notice to NV Energy.

### **1.3.3. Host Customer**

The Host Customer name for an application may be changed before Project completion by the original Host Customer with written request to NV Energy. A copy of a recent utility bill in the name of the new Host Customer must be provided with the change request.

The Customer requests payment of grant funding for a completed Project by submitting the grant claim package prior to the expiration date listed on the Grant Reservation Notice. The grant claim is submitted through NV Energy's online application portal, similar to submitting the original application. The final grant amount is determined by the actual installed system, and may not exceed the amount listed on the Grant Reservation Notice.

If a grant claim package is incomplete and suspended, the Customer has 60 days to make corrections. If the correction is not received within 30 days, NV Energy will send a final notice indicating that the Customer has 30 days to correct or their application will be forfeited. In the case that a grant application is forfeited the system may still be connected but the reserved grant funds and the application fee are forfeited.

## **1.4. Grant Claim**

The grant claim must include the following:

- Signed Grant Claim Form. If an Customer changes system details from those originally proposed, then the Customer must modify the system details in the Grant Claim Form.
- Copy of the final invoice(s) for installation and equipment. NV Energy will validate declared system costs by comparing the invoice to the as-built system.
- A copy of the satisfied building permit from the local jurisdiction indicating the date of satisfactory final system inspection. (In the case of jurisdictions that do not have a building official, verification by a Nevada licensed professional engineer is required attesting to compliance with all applicable state, county, and federal codes and ordinances.)
- Photos of the installed EV charging station(s) that clearly show the completed Project and equipment nameplate information.

## **1.5.INSPECTIONS**

Projects may be selected randomly for inspection, and NV Energy may inspect other Projects at its discretion. The Program post inspection verifies the information contained in the grant claim, including:

- Installation location
- Installed equipment.
- Verification that the final installation invoice matches actual installed system and information in the claim.

If the Program post inspection identifies any information or conditions that need to be corrected or verified by the Host Customer or Installer, NV Energy will notify the Host Customer and Installer of the required corrections. Once those corrections are made, NV Energy will confirm the corrections have been made and continue processing the Grant Claim.

## **1.6.PAYMENTS**

Grant payments are processed only after installation and submittal of the grant claim package. Payments are issued to the payee as indicated on the Grant Claim Form. Payees must provide NV Energy with a W-9 Form in the same name as the payee on the online application. The W-9 form can be found at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>. NV Energy will issue an Internal Revenue Service 1099-MISC to all payees at the end of each year in which grants are paid. To protect payee privacy, W-9 forms are not submitted in the grant claim but are submitted directly to NV Energy. Grant payments are not made until the W-9 is provided.

## **1.7.CANCELLATION, WITHDRAWAL, AND FORFEITURE**

An application that has not yet been approved and issued a Reservation Notice may be cancelled by written or verbal request from the Customer, Installer, System Owner or Host Customer.

An application that has been issued a Reservation Notice may be withdrawn from the Program by written request directly from the Host Customer to NV Energy. A withdrawal form is available in the online application portal.

An application is forfeited if the complete grant claim is not submitted by the expiration date listed on the Reservation Notice or the date granted for the extension.

Reserved grant funds for withdrawn and forfeited applications are returned to the Program and these applications are no longer eligible for payment to the Customer. Host Customers may reapply to the program, but subsequent applications are subject to the Program rules in place at the time of the new application.

## **2. Description of the project:**



The Washoe County proposes to install six (6) publicly available ChargePoint level 2 charging ports at Administration Complex located at 1001 E 9th St, Reno, NV 89512. The site plan is included in **Attachment A**.

### **3. Estimated Cost:**

The total estimated cost is per the below table:

Grand Total of the project	\$58,268.00
Portion funded by the Washoe County	(\$5000.00)
Total Balance Requirement for funding	\$53,268.00

The full cost breakdown is in **Attachment B**.

### **4. Schedule:**

The anticipated project completion date will be approximately six (6) months depending upon the speed of review and approval after permit submittal to the Washoe County Building and Safety Department upon NV Energy's grant approval. Washoe County shall provide a detailed construction schedule upon issue of Notice of Reservation.

## Attachment A Site Plan



Proposed location of EV Charging Stations – 3 stations, 6 parking spots across 2 rows.



Photo taken from the sidewalk of the Senior Center visitors' parking lot and looking northwest.

**Attachment B**  
**Cost Breakdown**

Equipment and Material Cost	\$33,323.00
Installation Cost	\$24,900.00
Permitting Fee	\$ 45.00
<b>Grand Total of the project</b>	<b>\$58,268.00</b>
Portion funded by the Washoe County	(\$5,000.00)
Total Balance Requirement for funding	\$53,268.00