

EXTENSION AND AMENDMENT OF THE ELECTRICAL SYSTEM

FRANCHISE AGREEMENT

NEVADA POWER COMPANY

THIS FRANCHISE EXTENSION AND AMENDMENT is granted this 7th day of June, 2022, by Clark County, Nevada, a political subdivision of the State of Nevada, acting by and through its Board of County Commissioners which is its governing body (hereafter called “County”), to Nevada Power Company d/b/a NV Energy (hereafter called “Franchisee”) which is authorized by the Public Utilities Commission of Nevada to do business in the State of Nevada.

WITNESSETH:

WHEREAS, the Franchisee was granted an Electrical System Franchise on January 18, 2005, for an Electrical System within the Rights-of-Way of the Franchise area for the sole purpose of providing Electric Public Utility Service for which it holds a Certificate from the Public Utilities Commission of Nevada (“the Franchise Agreement”); and

WHEREAS, the Franchise Agreement was set to expire on January 18, 2020, and the Franchisee desired to extend the Franchise Agreement for an additional five years under the same terms and conditions, except as provided herein, pursuant to the provisions in Subsection 5.01.070(c) of the Clark County Code; and

WHEREAS, the County has granted short-term extensions of the current Franchise Agreement through July 18, 2022, while the County and the Franchisee have been considering potential amendments to the Franchise Agreement; and

WHEREAS, the Franchisee has substantially complied with the terms and conditions of the Franchise Agreement and County Code; and

NOW THEREFORE, the County agrees to the following:

1. The Franchise Agreement is hereby extended beginning July 18, 2022, for a period of five years until July 18, 2027 (the “Extension Period”), pursuant to the provisions of Clark County Code Subsection 5.01.070(c);

2. During the Extension period, all terms and conditions set forth in the Franchise Agreement, except as otherwise provided herein, shall continue in full force and effect.
3. In addition to the terms and conditions set forth in the Franchise Agreement, Section 11 of the Franchise Agreement shall be amended by adding the following: "Franchisee shall seek regulatory approval to charge the applicable amount pursuant to Section 6.13.040 of the Clark County Code to its customers, including its distribution-only customers, located within the county on all charges related to the sale, provision and/or delivery of electric energy including, but not limited to, distribution charges, transmission charges, and exit fees, and shall remit such fees to the County pursuant to Chapter 6.13 of the Clark County Code. In the event Franchisee is not successful in obtaining regulatory approval to collect fees that are legally due to the County, it is the County's plan to bill distribution-only customers of Franchisee for license fees on transmission charges that would have been paid to the County had these customers remained with Franchisee for their electric energy purchases."
4. This Extension and Amendment of the Franchise Agreement shall be without prejudice to any rights of either party under any federal, state or local laws or regulations. Other than extending the term and amending a portion of the Franchise Agreement for the duration of the Extension Period, this extension and amendment shall not expand or limit the rights of either party, create new rights that would not have existed without the extension, or adversely affect either party's rights in any proceeding. No claim that either party may have against the other shall be released or otherwise affected by this extension.

APPROVED this 7th day of JUNE, 2022.

CLARK COUNTY BOARD OF COMMISSIONERS

ATTEST:


BY: _____

JAMES B. GIBSON, Chair

LYNN MARIE GOYA, County Clerk

APPROVED AS TO FORM:
DISTRICT ATTORNEY'S OFFICE

BY:



JEFFREY ROGAN
Deputy District Attorney

NEVADA POWER COMPANY
d/b/a NV ENERGY

BY: Jesse Murray
Name: JESSE MURRAY
Title: VP, ELECTRIC DELIVERY