

AGREEMENT REGARDING VEGAS LOOP

This Agreement regarding the Vegas Loop project ("Agreement") is entered into by The Boring Company ("TBC") and the Clark County Fire Department ("CCFD") (collectively, the "Parties").

WHEREAS, TBC entered into a franchise agreement (the "Franchise Agreement") on October 20, 2021 with Clark County, Nevada to construct multiple tunnels as part of its underground transportation system ("Vegas Loop"), and pursuant to Section 9.1 of the Franchise Agreement, TBC has agreed to provide CCFD with specified equipment and staffing.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **CCFD personnel.** TBC shall pay the fees or salaries of personnel contracted by CCFD to work exclusively for the Vegas Loop project matters as set forth below (to be contracted sequentially, not simultaneously):
 - a. **Temporary Employee.**
 - i. Upon execution of the Agreement and for up to the first eighteen (18) months after the Effective Date, CCFD shall designate a CCFD employee (the "Temporary Employee") to work exclusively for TBC for no more forty (40) hours per week, as well as up to sixteen (16) additional backflow hours.
 - ii. In no case shall the amount invoiced exceed the prorated salary of the Permanent Employee described in Section (b) below.
 - iii. On a weekly basis, CCFD shall provide TBC an itemized report tracking each hour worked by the Temporary Employee. TBC shall pay for hours actually worked by the Temporary Employee.
 - iv. CCFD shall be responsible for all Temporary Employee benefits, consistent with those of other similarly situated CCFD employees.
 - v. TBC shall be invoiced for the Temporary Employee's hours worked on a monthly or quarterly basis, at CCFD's discretion.
 - b. **Permanent Employee.**
 - i. CCFD shall hire a full-time employee at exempt pay status (the "Permanent Employee") at an annual salary and benefit cost of \$218,000, plus any annual increases based on inflation and union adjustments at the top end of the scale for the Permanent Employee's role. Future increases are subject to approval by the Fire Chief and Clark County Manager in January of each calendar year and, if applicable, will be provided to TBC by December 31st of the preceding year.
 - ii. A Permanent Employee shall work for TBC for a minimum of 40 hours per week, but it need not be the same employee to reach the 40 hour minimum, as set forth in Section b.iii.

- iii. The Permanent Employee does not have to be continuously filled by the same person. Different employees may be used to fill the Permanent Employee position at any time at the discretion of the Fire Chief.
- iv. At the discretion of the Fire Chief, the temporary or permanent employee may be replaced by an independent contractor of their choosing. At no time will these costs exceed a(ii) or b(i).
- v. The Permanent Employee shall be stationed at TBC's offices or a Fire Training Facility, at the Clark County Fire Chief's ("Fire Chief") discretion.
- vi. The Permanent Employee's responsibilities will include, training, logistics, supplies, troubleshooting, research, coordination with Clark County Fire Prevention and Clark County Building Department, as necessary and other applicable areas.
- vii. Every other week, CCFD shall provide TBC an itemized report tracking each hour worked by the Permanent Employee.
- viii. CCFD shall be responsible for all Permanent Employee benefits, consistent with other similarly situated CCFD employees.
- ix. TBC shall be invoiced for the Permanent Employee's salary on a monthly or quarterly basis, at CCFD's discretion.

2. Equipment.

- a. **One-time payment.** TBC shall remit to CCFD a payment totaling \$340,580.95 to cover the cost of the equipment listed in Exhibit A in connection with the full Vegas Loop tunnel construction permit; this permit includes the excavation, construction, and architectural/mechanical/electrical/plumbing buildout of the tunnels and, if applicable, egress shaft. When CCFD provides verbal notice to TBC that such permit is ready to be issued, TBC shall promptly remit the payment prior to its issuance, and upon receipt, CCFD shall promptly issue such permit.
- b. **Recurring equipment.** TBC shall remit to CCFD an amount not to exceed \$44,600, itemized and invoiced on an annual basis (commencing upon the issuance of the permit set forth in Section 2.a.), to cover the cost of the equipment listed in Exhibit A. The not to exceed amount of this Section may be renegotiated by the Parties, at the option of CCFD, every fifth year from the Effective Date of this Agreement. In the event that CCFD exercises this option, the Parties agree to meet as soon as possible, but no later than ten (10) calendar days from when CCFD submits a written request to TBC.
- c. All equipment purchased pursuant to this Agreement shall be used primarily for the protection of public safety in connection with the Vegas Loop. Any wear and tear of the equipment purchased by TBC that is not caused by TBC shall be repaired by CCFD.

3. **Final Amounts.** The payment amounts specified herein represent the complete and total amounts payable to CCFD for equipment and personnel assigned to Vegas Loop, and no further amounts shall be due by TBC to CCFD.
4. **Permits.** In consideration of Sections 1 and 2, CCFD shall work diligently and closely with TBC to review and take action on all permits. TBC shall work diligently and closely with CCFD in securing all necessary permits, and shall be responsible for any delays associated with a failure to so work diligently and closely with CCFD in securing such permits, including, without limitation, extensions of time and adhering to CCFD's scope of review.
5. **Commencement, term, and termination.** This Agreement shall become effective upon the Effective Date listed below, and shall be automatically renewed every six (6) months provided that Vegas Loop is either under construction or in operation. The Agreement shall terminate automatically upon the later of the completion of Vegas Loop construction or the cessation of Vegas Loop operations. However, this Agreement may be terminated by the Board of County Commissioners or CCFD with or without cause, upon thirty (30) business days written notice. TBC understands and agrees that it waives any rights it may have and that it has no cause of action or right of recourse based upon CCFD's election to terminate this Agreement.
6. **Disputes.** To the extent a dispute arises regarding an Employee's performance or other matters, the Parties shall negotiate in good faith to resolve any issues.
7. **Assignment.** Consistent with the terms of the Franchise Agreement, TBC may assign this Agreement to any affiliate or related non-profit upon providing notice to CCFD. Any assignment is specifically conditioned upon approval by the Board of County Commissioners of Clark County, Nevada, and shall not be effective until such approval is obtained.
8. **Independent Entities.** The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Nothing herein shall create or be construed to create an employer-employee, agency, joint venture, or partnership relationship between the Parties.
9. **Amendments.** Any changes, modifications, or amendments to this Agreement are not enforceable unless consented to in writing by the Parties and executed formally by the Parties through their authorized representatives.
10. **Governing Law.** This Agreement shall be construed and enforced under the laws of the State of Nevada. Each party hereby consents to and submits to the jurisdiction of the federal and state courts located in the State of Nevada.
11. **Notices.** All notices permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery, overnight delivery, or via U.S. certified mail.

Notice delivered in person shall be deemed given when received by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Party, or their designee, at the addresses set out below:

For CCFD:

John Steinbeck, Fire Chief
575 East Flamingo Road
Las Vegas, NV 89119

For TBC:

Eileen Moore Johnson
3395 Cambridge Street
Las Vegas, NV 89169

12. **Signatures.** This Agreement may be signed in counterparts, such that signatures appear on separate signature pages. A copy or original of this document with all signature pages appended together shall be deemed a fully executed agreement. Copies, pdf, or facsimiles of signatures are the equivalent of original signatures.

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

Effective Date: _____

The Boring Company

Eileen Moore Johnson

By: *Eileen Moore Johnson*

Title: *General Manager*

Date: *1/3/23*

BOARD OF COMMISSIONERS
CLARK COUNTY, NEVADA

By: _____
JAMES B. GIBSON, Chair

ATTEST:

LYNN MARIE GOYA, County Clerk

APPROVED AS TO FORM:

[Signature]

TIM BALDWIN, Deputy District Attorney

EXHIBIT A: EQUIPMENT LISTS

2.a. Equipment list

Item(s)	Total Cost
SRLD Rescue Breather	\$10,200.00
SRLD Rescue Breather - Carrying pouch	\$445.00
SRLD Rescue Breather - Donning Trainer	\$392.00
RexONE All Terrain Tires with Brake System	\$4,495.00
RexONE Bicycle Towing Attachment	\$899.00
ALTAIR 5x Multigas Detector	\$14,950.00
ALTAIR io360 Gas Cylinder	\$498.00
Galaxy GX2 Automated Test System	\$1,955.00
Galaxy GX2 Electronic Cylinder Holder	\$895.00
Kestrel green Pocket Weather Meter	\$149.95
Support Box Van #1 - Fire	\$14,800.00
Support Box Van #2	\$177,103.00
Portable 100 RCP Radio Kit	\$26,000.00
Portable Repeater kit	\$12,000.00
Shipping for Kutta	\$120.00
Transfer Pump	\$15,200.00
Shipping for Transfer Pump	\$350.00
Halmatro Extraction Tool	\$54,101.00
Bottle Transport Case	\$1,137.00
SCBA Dryer	\$4,900.00
SUM	\$340,589.95

2.b. Equipment list

Item(s)	Total Cost
BioPack Disinfectant Packets	\$698.00
Reduced Mass CO2 Scrubber	\$800.00
SRLD, SCR, Pouch & Trainer	\$10,530.00
SUM	\$12,028.00