

MASTER SERVICES SHORT FORM CONTRACT
BETWEEN
NEVADA POWER COMPANY D/B/A NV ENERGY
AND
MOUNT CHARLESTON FIRE PROTECTION DISTRICT
FOR STAND -BY SERVICES

Nevada Power Company d/b/a NV ENERGY and Sierra Pacific Power Company d/b/a NV ENERGY. {both or a} Nevada corporation{s}, (collectively "Company"), having offices located at 6226 W. Sahara Avenue, Las Vegas, Nevada 89146, and Mount Charleston Fire Protection District,, a fire protection district organized under the laws of Chapter 474 of the Nevada Revised Statutes, ("Contractor"), having its principal place of business at 4650 Kyle Canyon Road Las Vegas NV.89124 into this Master Services Short Form Contract ("Contract"), meaning these terms and conditions, the Purchase Order, all documents incorporated by reference on the face of the Purchase Order or attached thereto (including without limitation statements of work, specifications or scope documents), and all exhibits and amendments to all such documents as of the date of execution by the Company below ("Effective Date"). Company and Contractor individually may be referred to as a "Party" and collectively as "Parties."

BACKGROUND: Company desires to engage Contractor to perform or provide Fire Stand- By Services (Services and/or Goods) for its Grid Operation & Reliability Department as more particularly described in the Contract. Contractor desires to perform the Services for Company and represents to Company that Contractor and its personnel have the experience, qualifications, and capabilities necessary to complete performance. The Contract was awarded by the Company's Procurement Department and will be administered by its Operation Department.

The Contract consists of this Agreement, and all incorporated exhibits and attachments. Signing by both Parties' authorized agents constitutes a legal obligation to perform the Contract under the terms and conditions stated herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

Nevada Power Company
d/b/a NV ENERGY
"Company"



Mark Regan, Fire Chief

9/29/21

Date

MOUNT CHARLESTON FIRE
PROTECTION DISTRICT
"Contractor"

Ross Miller, Chair

Date

APPROVED AS TO FORM:



By: Lisa Logsdon
Deputy District Attorney

10/4/21

Date

1. **DEFINITIONS.** The following terms, in their singular and plural forms, shall have the following meanings when used in this Contract.

- (a) "Material" means all materials, goods, equipment, software, drawings, sketches, deliverables and other items provided by Contractor to Company under the Contract.
- (b) "Price" means the consideration to be paid by Company to Contractor as specified in **EXHIBIT B**.
- (c) "Purchase Order" or "PO" means the document which is used to engage Contractor to provide Work pursuant to the terms and conditions set forth in this Contract.
- (d) "Services" means the services to be provided or performed by Contractor under the Contract.
- (e) "Site" is the location at which Contractor must perform the Work, and includes the land and all vegetation, plants, trees, structures, buildings, and building components within Company's rights-of-way.
- (f) "Term" means period commencing upon the Effective Date and expiring 3 years unless earlier terminated as provided herein.
- (g) "Work" means all Services and Materials provided by Contractor as described in **EXHIBIT A**.

2. **PAYMENT.** Contractor will invoice Company periodically as provided in the "Invoicing" ARTICLE below. In accordance with **Exhibit B**, Company will pay Contractor for work accepted and completed, but Company has the right to withhold payment on any disputed amount. Company will pay an undisputed invoice within thirty (30) days of receipt of invoice. Company will pay a disputed amount, if owed, within thirty (30) Days after resolving the dispute.

If Contractor or any subcontractor or supplier asserts or files a lien or claim against the Work or Company or any of its property, Company may set off the amount of that lien or claim against any amount Company or any of its affiliates owes Contractor.

If Company withholds any amount under this ARTICLE 2, Company may still pursue any other right or remedy it may have. All of Company's rights and remedies under this Contract, any other PO or contract and laws are cumulative.

3. **INVOICING.** Each invoice Contractor submits for payment must contain, at a minimum, the following information:

- (a) A valid Company PO number, including the leading zeros;
- (b) The PO Revision Number, if applicable;
- (c) On invoices for materials, a reference to the PO line number and schedule number for each invoice line;
- (d) The full name of Company personnel who requested the expenditure (to the extent available);
- (e) Contractor's legal entity name and mailing address and the full name, title, and telephone number of its contact person;
- (f) Contractor's remittance address if that address is different from its mailing address;
- (g) A unique invoice number;
- (h) Invoice date, its due date, and the terms of any early payment discount;
 - a. Invoices for Goods shall not have an invoice date prior to the expected delivery date of the Good;
 - b. Invoices for Services shall not have an invoice date be more than three (3) days prior to the expected arrival of the invoice to Company's Accounts Payable department;
- (i) Separate invoice lines for material and labor with appropriate tax applied to material portion only;
- (j) A separate invoice line for freight, if freight charges will exceed \$250 under this Contract, along with supporting documentation showing the freight charges;
- (k) Tax shown as a separate line item, as applicable;
- (l) A separate invoice line for miscellaneous charges;
- (m) Total invoice amount and any supporting documentation;
- (n) Shipping date, ship to address, and shipping method; and
- (o) To the extent applicable, signed lien waivers and releases from Contractor and all of its subcontractors and suppliers in form and substance satisfactory to Company ("Lien Waivers").

Contractor shall submit invoice to the Company by either email or standard mail as follows:

- Email invoice to: APinvoice@nvenergy.com. The email must contain only one (1) PDF file, with the invoice as first document and any backup as additional pages. There will be only one (1) attachment per email.
- Mail all invoices to: NV Energy, Accounts Payable Processing Center, P.O. Box 10100, Reno, NV 89520-0024

- 4. RECORDS AND AUDIT.** Contractor shall keep accurate and complete accounting records in support of any cost-based billings and claims to Company in accordance with generally accepted accounting principles. Company, or its audit representatives, shall have the right at any reasonable time or times to examine, audit, and copy the records, vouchers, and other source documents which relate to any claim for compensation other than pricing elements which are fixed in amount by the Contract. Such documents shall be available for examination, audit and reproduction for four (4) years after completion or termination of the Contract.
- 5. NOTICE.** Any notice by either Party to the other shall be delivered to the office of the designated representative of the other Party, or, if deposited in the mail properly stamped with the required postage and addressed to the office of such representative. The Parties' designated representatives and addresses for purposes of notice shall be as set forth on the face of the Purchase Order. Either Party may change the name or address of the designated recipient of notices by delivery of written notice of such change as provided for in this Section. Notice to Company shall include a copy to General Counsel.
- 6. CREDENTIAL REQUIREMENTS.** As its profession requires, Contractor represents and warrants that it has the proper credentials to perform the Work in the State of Nevada and is properly licensed, registered, or certified for the performance or provision of Work in the State of Nevada, and that any subcontractor is properly licensed, registered, or certified for its part of the Work.
- 7. INSURANCE.** Contractor has the insurance provided in the Certificate of Insurance attached as **Exhibit C**.
- 8. INDEMNIFICATION.** To the extent expressly authorized by Nevada law, the parties specifically and expressly agree to indemnify, defend, and hold harmless each other and their officers, directors, employees and agents (hereinafter collectively "Indemnitees") from any claim, loss, cost, suit, judgment, damage, or expense, including reasonably incurred legal fees, arising out of or resulting from the other party's negligent performance of the Work including (i) an intellectual property right infringement claim of a third party, (ii) any breach of the other party's obligations hereunder, or (iii) due to such party's negligence or willful misconduct. A party's indemnity obligations owing to Indemnitees under this Section are not limited by any applicable insurance coverage identified in ARTICLE 9 of these terms and conditions. Contractor's indemnity obligation under this Section shall not extend to any liability to the proportionate extent it is caused by the negligence or willful misconduct of any of the Indemnitees.
- 9. LIMITATIONS OF LIABILITY.** Contractor will not waive and intends to assert all available defenses and limitations contained in NRS Chapter 41. NEITHER PARTY SHALL BE LIABLE UNDER THIS CONTRACT FOR ANY LIQUIDATED, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. The Parties agree that, in the event a Party is awarded attorney's fees against the other Party, for any reason arising out of this Contract, the rate applied to recoverable attorney's fees shall not exceed the rate of \$125 per hour.
- 10. SITE REGULATIONS.** Contractor, while performing Work at the Work Site, shall make itself aware of and adhere to any applicable Company Work Site regulations including without limitation environmental protection, loss control, dust control, safety and security.
- 11. COMPLIANCE WITH LAWS REPRESENTATIONS.** Contractor represents and warrants: (i) that there are no agreements or arrangements that would prevent Contractor's performance hereunder; (ii) that it shall comply with all applicable local, state and federal laws.

Equal Opportunity Employer. Without limiting the generality of the foregoing, Contractor and any Subcontractors shall abide by the requirements of 41 CFR §60, 41 CFR §300, 41 CFR §741, and Executive Order 11246, as amended. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. Contractor and any Subcontractors shall also abide by the requirements of Executive Orders 11625 and 13170 (utilization of disadvantaged business enterprises), Executive Order 13665 (pay transparency) and the Small Business Act.

- 12. SAFETY and COMPLIANCE.** Contractor shall plan and direct the performance of Work in compliance with Contractor's applicable safety policies and shall supervise all activities to ensure that its personnel and subcontractors use proper safety equipment and comply with all applicable laws.

Contractor's Obligation to Report an Incident. Contractor must immediately report to the Company Project Manager any injury or illness, any vehicle-related incident, or any other near miss (collectively referred to in this provision as "incident") occurring during Work performance on the Company's Contractor Incident Report form.

Contractor's Obligation to Cooperate with Investigation. Contractor must fully cooperate with Company and any other agency investigating incidents that occur during Work performance, including interviews of Contractor's personnel.

- 13. CONFLICTS, ERRORS, OMISSIONS, OR DISCREPANCIES IN CONTRACT DOCUMENTS.** In case of a conflict in the provisions of this Contract, a PO, and the Exhibits to this Contract, the provisions in this Contract shall control, followed by the provisions in a PO, followed by the provisions in the Exhibits.

14. TERMINATION.

- a. **Termination for Convenience:** Parties may terminate this Contract at any time, in whole or in part, in its sole discretion upon 30 days written notice to the other Party. Upon receipt of such notice the other Party shall stop work, mitigate its damages, and within thirty (30) days submit a final invoice for work performed prior to termination.
- b. **Termination for Cause.** Parties may terminate this Contract immediately (i) for Parties failure to perform any material obligation under this Contract; or (ii) if any Party representation was materially false or misleading; (iii) the filing by or against Party of a proceeding under any bankruptcy or similar laws; or (iv) Contractor's repeated, willful or reckless violation of OSHA regulations, safety laws, or Company's safety requirements. A repeated violation exists when similar serious safety violations occur more than once within a three (3) year period, whether in connection with the Work or otherwise.
- c. **Termination by Non-Appropriation.** Contractor may terminate its participation in this Contract effective immediately by providing written notice if for any reason the Contractor's funding source is not appropriated or is withdrawn, limited or impaired. The Company will make reasonable efforts to ensure payment for services rendered by the Contractor. The Company shall agree to hold the Contractor free from any charges or penalties except for those already incurred through the date of notice of cancellation.
- d. **Termination of Agreement Due to Emergency or Exigent Circumstances.** The Contractor may, at its discretion, terminate this Contract should it determine an emergency situation exist that requires the resources dedicated to Company are otherwise needed in execution of its lawful or statutory duties.

15. **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, pandemic, 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.
16. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Company may be open to public inspection and copying. The Contractor has a legal obligation to disclose such information unless a particular record is made confidential by law. Company may label specific part of an individual document as "trade secret" or "confidential" in accordance with NRS 332.061, provided that Company agrees to indemnify and defend the Contractor for honoring such a designation. The failure to so label any document that is released by the Contractor shall constitute a complete waiver of any and all claims for damages caused by any release of records.
17. **MODIFICATION.** Parties may modify the scope of this Contract or applicable PO at any time in writing, signed by both Parties. An equitable adjustment shall be made in the price and time allowed for performance, to the extent necessary to accommodate the change.
18. **RELATIONSHIP OF PARTIES.** Contractor is an independent contractor, nothing herein shall be deemed to create an employment, partnership or agency relationship. There are no third party beneficiaries of this Contract.
19. **DISPUTE RESOLUTION AND GOVERNING LAW.** Each Party must attempt to resolve any dispute in good faith promptly by negotiation between executives of the Parties who have the authority to settle the dispute and who are at a higher level of management at the respective Parties' organizations than the Parties' appointed designated representatives. Each Party must provide to the other Party all information and documentation on which the party relies to substantiate its position in the dispute, excluding information and documents protected by the attorney-client privilege or made confidential by federal or state law. If the Parties do not resolve a dispute through negotiation within thirty (30) days after one Party gives the other Party written notice of a dispute, then either Party may pursue all remedies available to it by law, subject to limitation of liability in this Contract.

This Contract is governed by the laws of the State of Nevada. The Parties irrevocably submit to the exclusive jurisdiction of the courts located in Clark County, Nevada for the resolution of any dispute relating to this Contract. 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 CONTRACT. 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.

20. **ASSIGNMENT AND SUBCONTRACTING.** Parties shall not assign or subcontract the Work without the prior written consent of the other party.
21. **NON-EXCLUSIVE RIGHTS.** Nothing in this Contract is to be construed as granting to Contractor an exclusive right to provide any or all of the Work anticipated herein. The use of Contractor for the Work is completely discretionary with Company. This Contract shall not be construed in any way to impose a duty upon Company to use Contractor.
22. **ENTIRE CONTRACT.** This Contract (as defined herein) constitutes the complete agreement between the Parties and supersedes and replaces all other terms and conditions contained in any offer, quotation, proposal or other written or oral correspondence, all of which are merged herein.

23. SURVIVAL. The following Articles will survive completion or termination of this Contract for any reason: RECORDS AND AUDIT, INDEMNIFICATION, PUBLIC RECORDS, , ASSIGNMENT AND SUBCONTRACTING, GOVERNING LAW, ENTIRE CONTRACT, and SURVIVAL.

24. CONTRACTOR PERSONNEL

If Contractor employs a former Company employee or has knowledge of a subcontractor to Contractor who employs a former Company employee, Contractor shall give Company at least 7 days' notice prior to that former Company employee being employed on a job at Company properties or assigned to work at Company properties.

EXHIBIT A SCOPE OF WORK AND SPECIFICATIONS

The Mount Charleston Fire Protection District ("District" or Contractor") will conduct stand by services described in this Scope of Work for NV Energy (NV Energy" or "Company") and on a "time and materials basis" in amounts set forth in Exhibit B.

District will provide National Wildfire Coordinating Group 310-1 qualified stand-by and stand-by resources as requested when NV Energy determines high fire risk conditions exist and upon request of the Company. The District may provide qualified resources to conduct wildland training to other field personnel upon request and as available. All services provided by the District shall be compensated using the equipment and personnel rates provided in this document. The following resources may be made available at the discretion of the District:

2-person Squads/light engines (Type 6)

3-person engines (Type 2)

2-person Support Water Tender (Type 2 or 3)

Single resource personnel (i.e. fire line supervisors, Incident Management Team members, etc.).

NV Energy and the District will meet and confer in preparing the stand-by services to be performed. The District will perform the work as agreed to by the Parties. The District will not provide a guarantee or warranty that, by performing the work in this SOW, fires or injuries to persons or property, will be prevented. The District does not waive the liability limitations in NRS Chapter 41.

Upon completion of the first phase of implementation and/or expiration of the original 3-year-term of the Contract, the Parties will enter negotiations to reach an agreement for maintenance of the services as described herein.

**EXHIBIT B
PRICING SCHEDULE**

2021 BILLING RATES

All rates based on actual cost to the District. Billed rate will be at the actual cost and may be different than the rate quoted in this document.

APPARATUS RATES

Equipment utilized at the request of NV Energy will be billed based on actual hours used. Personnel and equipment will be billed for hours worked as indicated on crew reports and will include travel time. Rates below do not include personnel costs. All equipment is 8hrs. minimum

Structure Engine - Type 1	\$181.00/hr.
Brush Engine - Type 3	\$149.00/hr.
Brush Engine- Type 6	\$101.00/hr.
Water Tender	\$122.00/hr.

The District Owned Vehicles:

Equipment utilized at the request of NV Energy will be billed based on actual hours used. Personnel and equipment will be billed for hours worked as indicated on crew reports and will include travel time. Rates below do not include personnel costs.

Command Vehicle	\$99.00/day plus IRS rate per mile
Pickup	\$74.00/day plus IRS rate per mile

PERSONNEL RATES- PAID DIVISION

All personnel are charged consistent with the District's current labor agreements and/or resolutions as approved by the Board. Backfill (for 56-hour personnel only) personnel and their invoice amounts will be shown on the same invoice as incident personnel. Backfill dates will be noted.

1. Chief Officer	\$92.00/hr.
2. Captain	\$72.61/hr.
3. Firefighter	\$66.76/hr.
4. Seasonal Firefighter	\$66.76/hr.

A Per Diem expense may be submitted only when approved by NV Energy. These Per Diem expenses shall not exceed the published General Service Administration (GSA) allowable rates.

PERSONNEL RATES- VOLUNTEER DIVISION

The following rates will be charged for volunteers for the District.

1. Engine Boss/Captain	\$55.90/hr.
2. Driver/Operator	\$39.54/hr.
3. Firefighter	\$38.42/hr.
4. EMTF (Line EMT)	\$31.76/hr.
5. AEMF (Line AEMT)	\$35.08/hr.
6. EMPF (Line Paramedic)	\$38.68/hr.

BILLING ADDRESS

Mt. Charleston Fire Protection District
575 E. Flamingo Road
Las Vegas NV 89119

CONTACT INFORMATION

Jorge Gonzalez, Fire Chief (702) 305-4010

DUNS NUMBER

080282814

TAX ID NUMBER

EIN # 47-3919057