

**CBE NO. 606976-24 [for purposes of Clark County internal record management]
DFW International Airport – Department of Public Safety
Aircraft Rescue Fire Fighter Training Agreement**

THIS AGREEMENT is made and entered into and effective as of _____, by and between the Dallas - Fort Worth International Airport Board (hereafter called "Board"), having an office at 2400 Aviation Drive, D/FW Airport, Texas, 75261-9428, and Clark County, Nevada (insert complete legal name of Entity authorized to enter agreement), hereafter called "COUNTY"), having its official business located at 500 South Grand Central Pkwy, Las Vegas, NV. 89119 and (if different) a business mailing address of _____.

User is (check applicable box):

- ☒ A local government agency, State of Nevada
- ☐ A governmental agency of the State of _____ and/or country of _____
- ☐ A corporation of the State of _____ and country of _____
- ☐ None of the above

This is a (check applicable box):

- ☐ One-time Agreement for a training course(s) scheduled on _____
- ☒ Multi-year Agreement terminating on June 30, 2024, with an option to extend as stated in Paragraph 3 below. _____
- ☐ An Indefinite Term Agreement for multiple undetermined courses.

WITNESSETH:

WHEREAS, the Board enters into this Agreement pursuant to Section 791.011 of the Texas Government Code, which authorizes a local government to contract with a similar agency of another state to perform governmental functions and services.

WHEREAS, the COUNTY enters into this Agreement pursuant to Section 277.180 of the Nevada Revised Statute, which authorizes public agencies in Nevada to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is authorized by law to perform

WHEREAS, the Board operates a fire fighting training facility at Dallas-Fort Worth International Airport which utilizes state-of-the-art technology for live fire training and classroom training, and provides the facility and Texas certified instructors to train qualified personnel of other agencies/entities, in both the public and private sector; and

WHEREAS, COUNTY personnel, employees, volunteers, or staff ("Participants") desires to receive training or education services, or intends to utilize the Board premises for training or testing at such time(s) and for the type(s) of training under the terms and conditions of this Agreement ("Training Services").

NOW, THEREFORE, Board and COUNTY, in consideration of terms, covenants, and conditions herein contained, hereby agree as follows:

1. SERVICES PROVIDED BY THE BOARD AND FEES

- A. The Board agrees to provide the Training Services or hereby permits COUNTY and Participants to utilize the Training Facility as described in any Proposal(s) requested by COUNTY and accepted by the Board.

- B. If permitted by the Board's payment procedures, training fees and charges may be paid prior to commencement of training. Payment for each Invoice is due no later than the completion of Training Services and shall be considered past due and subject to a late payment fee if not paid within twenty (20) days thereafter. Fees will not be charged for cancellation notices received up to forty-eight (48) hours prior to the start of training. The full fee may be charged for drop-outs other than for medical reasons or extreme personal emergencies of Participants. Substitutions will be permitted for registrants who are unable to attend their scheduled session(s).
 - C. Payment must be made in United States dollars and may be in the form of cash, check, or cashier's check. Payments may also be made in electronic funds transfer ("EFT") or credit cards in accordance with applicable policies and procedures of the Board's Finance Department. All fees associated with the EFT transaction (whether by ACH or wire transfer) and all costs associated with conversion of currency to United States funds shall be the COUNTY'S responsibility, and the Board shall have no liability for such costs and expenses. Questions regarding billing may be sent by electronic mail to dfwacctrec@dfwairport.com. Upon COUNTY'S request, the Board will provide receipt(s) acknowledging payment. Checks shall be made payable to "Dallas/Fort Worth International Airport Board." Mail payment to:

Dallas/Fort Worth Airport Board
 Finance Department
 P.O. Drawer 974551
 DFW Airport, TX 75397-4551
 - D. The Board may refuse Training Services to any COUNTY or Participant if, in the Board's sole discretion, said individual is not physically capable of participating in the Training Services, does not have the required minimum level of basic firefighting training to participate in the Training Services, or for other safety or security reasons that may arise. The Board shall not unreasonably refuse Training Services to any COUNTY or Participant.
2. COUNTY RESPONSIBILITIES: COUNTY agrees to be responsible for ensuring that she/he or any Participants sent to the Board premises pursuant to this Agreement meet the following minimum requirements to receive the training:
- A. In order to ensure safe operations during a live fire training exercise involving gas-fired training, COUNTY hereby represents that she/he or all Participants have received a minimum level of basic firefighting training. Prior to being permitted to participate in live gas-fire training exercises, Participants must have received appropriate training to meet the performance objectives for Fire Fighter I of the of NFPA 1001, Standard for Fire Fighter Professional qualifications, or similar standards.
 - B. COUNTY or Participants must be physically capable of performing the tasks in the selected course.
 - C. COUNTY or Participants shall have operational knowledge of self-contained breathing apparatus (SCBA) operations, unless the training to be undertaken is for SCBA operations.
 - D. Prior to receiving Training Services or utilizing the Training Facility, COUNTY or Participants must sign and submit a Claims Release and Hold Harmless Agreement.
 - E. While on Board premises and at any other time or place during which Training Services or other activity pursuant to this Agreement is being conducted User and Participants shall comply with all applicable United States Federal, State of Texas, and Local laws, statues and

ordinances, and with all legal and applicable regulations or orders of any governmental department, board, bureau, or agency, including the Board.

- F. COUNTY is responsible for ensuring that COUNTY or all Participants have required protective gear, uniforms, or other required equipment for the Training Services. The Board has no responsibility for providing any equipment or uniforms and will not issue a refund if COUNTY or any Participants are unable to complete Training due to insufficient equipment.

3. TERM: The term of this Agreement shall be as follows:

The initial term of Agreement shall be from date of award through June 30, 2024, with the option to extend for 4 one-year option(s).

Notwithstanding the foregoing provision, either party may terminate this Agreement, without cause, upon giving ninety (90) days written notice to the other party. Termination due to the failure of COUNTY or the Board to appropriate monies shall not relieve the parties' obligations under Agreement incurred through June 30th of the fiscal year for which monies were appropriated for their operations.

4. COMPENSATION

COUNTY agrees to pay the Board for services described in the selected course, in the amount not to exceed \$200,000, based on approved budget appropriations. A quote will be obtained for each scheduled service.

5. CLAIMS RELEASE

- A. COUNTY warrants that all Participants are thoroughly familiar with the type of exercise and physical ability necessary to participate in the training services and represents that, to the best of its knowledge, the health and physical condition of all Participants is excellent and that they are capable of undertaking this training.
- B. COUNTY acknowledges that participating in the Training Services is dangerous and includes the inherent and hazardous risks, including, but not limited to, the risk of serious injury, illness, death, burns, dismemberment, or permanent disability to COUNTY'S Participants.
- C. **CLAIMS RELEASE:** COUNTY DESIRES TO RECEIVE THE TRAINING SERVICES OR HAVE ITS PARTICIPANTS RECEIVE SAID TRAINING SERVICES FROM THE BOARD AND IN CONSIDERATION THEREOF, COUNTY HEREBY UNCONDITIONALLY RELEASES AND FOREVER DISCHARGES THE DALLAS/FORT WORTH INTERNATIONAL AIRPORT BOARD, THE CITY OF DALLAS, TEXAS, AND THE CITY OF FORT WORTH, TEXAS THEIR RESPECTIVE ELECTED OFFICIALS, BOARDS, COMMISSIONS, SUBSIDIARY AGENCIES, OFFICERS, EMPLOYEES, MEMBERS, AGENTS, VOLUNTEERS, AND REPRESENTATIVES (HEREINAFTER "RELEASEES") FROM ANY AND ALL MANNER OF CLAIMS, LIABILITIES, AND CAUSES OF ACTION WHICH IT MIGHT HAVE AGAINST SAID RELEASEES AS A RESULT OF ANY INJURY OR DAMAGES SUSTAINED BY COUNTY, ITS EMPLOYEES, OR PARTICIPANTS WHILE PARTICIPATING IN THE TRAINING SERVICES, IN TRAVELING TO OR FROM BOARD PREMISES, OR IN ANY WAY RESULTING FROM THE CONTENT OF THE TRAINING SERVICES EITHER DURING OR AFTER ANY OF COUNTY'S PARTICIPANTS OR EMPLOYEES PARTICIPATION IN IT, EXCEPT FOR INJURIES AND DAMAGES RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF RELEASEES.
- D. **INDEMNITY:** TO THE EXTENT PERMITTED BY LAW, COUNTY COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS THE RELEASEES, EITHER INDIVIDUALLY OR COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS,

DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE MADE UPON THE RELEASEES DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO THE ACTIVITIES OR TRAINING SERVICES RECEIVED UNDER THIS AGREEMENT, INCLUDING ANY ACTS OR OMISSIONS OF COUNTY'S AGENTS, OFFICERS, DIRECTORS, REPRESENTATIVES, EMPLOYEES, CONTRACTORS, OR VOLUNTEERS. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASEES, IN INSTANCES WHERE SUCH GROSS NEGLIGENCE OR WILLFUL MISCONDUCT CAUSES PERSONAL OR BODILY INJURY, DEATH, OR PROPERTY DAMAGE. IN THE EVENT COUNTY OR RELEASEES ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THIS INDEMNITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO THE RELEASEES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. THIS SECTION 4(D) SHALL SURVIVE TERMINATION OF THESE TERMS AND CONDITIONS.

THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

- E. It is further agreed that the acceptance of this "Claims Release and Indemnification" shall not constitute a waiver by either party of its defense of governmental immunity or any other defense recognized by federal and state statutes and court decisions; nor shall the opportunity to participate granted herein alter the legal status of COUNTY, its employees, or Participants receiving Training Services as licensees in the use of Board premises.
 - F. COUNTY being fully qualified to sign this "Claims Release and Hold Harmless Agreement" acknowledges that she/he has read and fully understands its terms and conditions, and further understands that the opportunity to have COUNTY or Participants receive the Training Services is afforded by the Board based upon the execution of this Agreement.
 - G. TRAINING OR ANY OTHER ACTIVITY AUTHORIZED BY THIS AGREEMENT CANNOT BE CONDUCTED UNTIL THIS AND ALL PERTINENT DOCUMENTS HAVE BEEN SUBMITTED TO THE BOARD'S AUTHORIZED REPRESENTATIVE.
6. LIMITED WARRANTY. ALL TRAINING SERVICES WILL BE PROVIDED BY THE BOARD 'AS IS' AND THE BOARD DOES NOT MAKE ANY WARRANTIES OF ANY KIND WHETHER EXPRESS OR IMPLIED.
7. NON-DISCRIMINATION: It is this policy of the Dallas-Fort Worth Airport Board that all parties to this Agreement shall not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or handicap unrelated to job performance, either directly, indirectly or through contractual or other arrangement. User covenants that it will take all necessary action to ensure that it will comply with the Board's policy

regarding this matter and not discriminate in the selection of its personnel to receive the Training Services.

8. **VENUE; DISPUTE RESOLUTION:** This Agreement shall be enforceable in Dallas County or Tarrant County, Texas, and if legal action is necessary by either party with respect to the enforcement of any and all of its terms and conditions, exclusive venue for same shall lie in Dallas or Tarrant Counties, Texas. No party shall file suit against the other to enforce any provision of or to resolve any dispute relating to the terms of the Agreement without first providing the other party with a written notice of its intent to sue. The parties shall then endeavor to resolve any dispute related to the subject matter of this Agreement through discussions between senior executives and/or legal counsel for each party or through mediation before a mutually-acceptable mediator. If the parties enter into mediation, they shall pursue a mediated settlement until such time as the parties mutually agree to terminate the mediation or mediator declares an impasse. No lawsuit under this Agreement by one party against the other may be filed under mediation on the issues has ended.
9. **FORCE MAJEURE:** Neither the Board nor COUNTY shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of a public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage, or major public emergencies requiring response by either the Board's training staff or User's personnel or Participants during the time of the scheduled training, or any other circumstances for which it is not responsible or which is not under its control; provided, however, that in any such event the training will be rescheduled to a time mutually agreed upon by the Parties.
10. **ASSIGNMENT:** COUNTY shall not sell, assign, transfer, its interest or its rights in this Agreement, or any claim or cause of action related thereto in whole or in part, without the prior written consent of the Board.
11. **COUNTERPARTS:** This Agreement may be executed, including electronically, in one or more counterparts each of which when so executed shall be deemed to be an original and constitute one and the same instrument. If this Agreement is executed in counterparts, then it shall become fully executed only as of the execution of the last such counterpart called for by the terms of this Agreement to be executed.
12. **CAPTIONS:** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
13. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and, except as otherwise provided in this Agreement, their assigns.
14. **LEGAL CONSTRUCTION:** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
15. **CERTIFICATION OF EXECUTION:** The person or persons signing and executing this Agreement on behalf of User or representing themselves as signing and executing this Agreement on behalf of COUNTY, do hereby warrant and certify that he, she or they have been duly authorized by COUNTY to execute this Agreement on behalf of COUNTY and to validly and legally bind COUNTY to all terms, performances and provisions herein set forth.

16. **ENTIRE AGREEMENT:** This Agreement, along with applicable attachments incorporated herein and made part hereof by reference, constitutes the entire Agreement between the parties and supersedes all oral or written previous and contemporary agreements between the parties relating to matters set forth in this Agreement. Except as otherwise provided elsewhere in this Agreement, this Agreement cannot be modified without a written agreement executed by both parties.
17. **COUNTERPARTS.** This Agreement may be executed, including electronically, in one or more counterparts, each of which when so executed shall be deemed to be an original and constitute one and the same instrument. If this Agreement is executed in counterparts, then it shall become fully executed only as of the execution of the last such counterpart called for by the terms of this Agreement to be executed.

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EXECUTED on behalf of the Dallas/Fort Worth International Airport Board by the undersigned representative authorized by the Board's Chief Executive Officer and on behalf of User by its undersigned authorized representative.

DALLAS/FORT WORTH
INTERNATIONAL AIRPORT BOARD

By _____

Printed

Name Chris McLaughlin

Title EVP Operations

Approved as to form:

By: _____
Legal Counsel for the Board

COUNTY:

CLARK COUNTY, NEVADA

By: _____
TICK SEGERBLOM, CHAIR
Clark County Commissioners

ATTEST:

BY: _____
LYNN MARIE GOYA
County Clerk

APPROVED AS TO FORM:

Steven Wolfson, District Attorney

BY: Jason Patchett
Jason Patchett (Feb 12, 2024 11:01 PST)
JASON B. PATCHETT
Deputy District Attorney