

CBE 606815-23

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting By and Through Its

Department of Conservation and Natural Resources
Nevada Division of Forestry
2478 Fairview Drive, Carson City, Nevada 89701
Phone (775) 684-2500 – Fax (775) 684-2570

And

Mount Charleston Fire Protection District
4650 Kyle Canyon Rd.
Las Vegas NV, 89115

I. IDENTIFICATION OF ENTITIES

- A. The State of Nevada Department of Conservation and Natural Resources (hereinafter “DCNR”) which exists pursuant to NRS 232.010(1), and the Nevada Division of Forestry (hereinafter “DIVISION”) which exists pursuant to NRS 232.090(c), are both agencies of the State of Nevada (and are from time to time collectively referred to as “STATE” in this Contract);
- B. Mount Charleston Fire Protection District, is a political subdivision of the State of Nevada (hereinafter “DISTRICT”)

II. RECITALS

WHEREAS, all signatories to this Contract are public agencies authorized by Chapter 277 of the Nevada Revised Statutes to enter into interlocal and cooperative agreements with each other for the performance of governmental functions; and

WHEREAS, DISTRICT has jurisdictional responsibility for serving its community in many different ways, including wildland fire response, prevention and mitigation; and

WHEREAS, DIVISION and DISTRICT are required to adhere to NRS 477.030 (1)(a), 477.0306, NAC 477.281(c); and

WHEREAS, DIVISION and DISTRICT mutually agree to reduce risk from wildland fire to include, but not limited to, fuel reduction, Fire Adapted Nevada program support, equipment, training and supplies; and

WHEREAS, DIVISION has responsibility to supervise or coordinate all forestry and watershed work on state-owned and privately owned lands, including fire control, in Nevada, working with federal agencies, private associations, counties, towns, cities or private persons; and

WHEREAS, DIVISION may maintain or have access to additional specialized wildfire expertise and suppression resources; and

WHEREAS, wildland fires are defined as unplanned, unwanted wildland fire including unauthorized human-caused fires, escaped wildland fire use events, escaped prescribed fire projects, and all other wildland fires where the objective is to put the fire out; and

WHEREAS, it is to the mutual advantage of DIVISION and DISTRICT to work closely together to maintain effective wildfire management without duplication, and to coordinate efforts with federal cooperators; and

WHEREAS, DIVISION and DISTRICT desire to define their roles, responsibilities and relationships to achieve the most effective protection of forest, range, and watershed lands; and

WHEREAS, DIVISION and DISTRICT recognize that safe, aggressive initial attack is the best suppression strategy to keep wildland fires small and costs down; and

WHEREAS, DIVISION recognizes DISTRICT as the Agency having primary jurisdiction, DIVISION will participate at an Incident Command Post (ICP) in a primary Wildland Fire Protection Program (hereinafter WFPP) fiscal role. DIVISION remains available to assist in other Incident Command System (ICS) roles upon request; and

WHEREAS, it is understood that the mission and intent of all parties is to quickly suppress wildland fires regardless of jurisdiction and/or ownership, it is mutually beneficial to all parties to jointly take action as necessary to safely and effectively contain all wildland fires; and

WHEREAS, DISTRICT has requested to participate in DIVISION WFPP, and DIVISION is authorized to render wildland fire protection services, including cost reimbursement, to DISTRICT; and

WHEREAS, all terminology herein shall be defined by the National Wildfire Coordinating Group (NWCG) Glossary of Wildland Fire Terminology (hereinafter "NWCG Glossary"); and

WHEREAS, all incident business shall be conducted in accordance with the NWCG Standards for Interagency Incident Business Management (hereinafter "SIIBM").

NOW THEREFORE, in consideration of the above premises, it is agreed between the parties as follows:

III. TERMS

A. Approval

This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.

B. Term

This Contract shall be effective December 1, 2023 to June 30, 2025, unless sooner terminated by either party as set forth in this Contract.

C. Location

DISTRICT will provide DIVISION an accurate map of the current jurisdictional boundaries DISTRICT enrolled in the WFPP.

D. Payment

DIVISION agrees to provide the services set forth herein at a cost of \$10,522.19 for State Fiscal Year 2024 and \$18,038.00 for State Fiscal Year 2025, not to exceed \$28,560.19 with quarterly installments payable in advance on the first of each quarter, starting July 1 of each fiscal year. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

DIVISION will assume incident costs consistent with the terms of the Master Cooperative Wildland Fire Management and Stafford Act Response Agreement unless deviations from these agreements are authorized by DIVISION Agency Representative due to the accelerated complexity of the incident. DIVISION will not pay wildland fire suppression expenses to (or for) the participating DISTRICT jurisdiction in the WFPP without appropriate authorization from DIVISION and adherence to the agreement herein.

1. Qualifying Expenses

Reasonable and prudent expenses (actual costs, based on established rates on file with DIVISION by December 31st each year, of the jurisdiction) commensurate with values at risk, for wildland fire suppression and support resources engaged in wildland fire suppression within DISTRICT jurisdiction, or through a cost-share agreement with Federal Agencies on adjacent or comingled jurisdiction and billed in accordance with the SIIBM. All qualifying expenses must be accompanied by a resource order or WildCAD document. It is DISTRICT or the cooperators responsibility to obtain properly documented authorizations from the Incident.

DISTRICT and DIVISION may jointly conduct cooperative actions and share assets to carry out non-suppression activities in support of interagency wildfire management, including but not limited to hazardous fuel reduction, fire adapted community support, training, etc. All non-suppression costs shall be billed and paid in accordance with the terms and conditions of a supplemental project agreement that includes, budget, procurement, or other appropriate written documents, executed by the authorized signatories of the involved Parties within their legal authorities.

- DISTRICT and DIVISION agree to a 24-hour mutual aid initial attack period (time of incident dispatch) with no cost incurred to either party outside of Assistance by Hire (ABH) resources. ABH resources are aviation assets, hand crews, and contracted equipment.
- DISTRICT is required to utilize reasonable initial attack suppression forces in their purview prior to requesting ABH resources within the first 24 hours.
- All requests must be processed and recorded through the dispatching systems of the participating agencies and documented on resource orders or corresponding documentation. All responding resources beyond the mutual aid period, between mutual aid agencies, shall be on an ABH basis.
- Mobilization of state and local government task forces which is ordered by NDF on high fire danger threat periods for quick initial attack. The daily actual costs for the apparatus and crew will be covered.
- For any resource request, DISTRICT may request that either the responding resource or the station backfill be covered. In no case, will both be covered for the same response request.
- Agency overhead personnel costs not specifically assigned to the incident such as a Fire Chief or Agency Administrator/Representative.
- Extended attack resources, ABH, services and supplies with a resource order and Supply number.
- Vehicles, equipment, and apparatus utilizing the established billing rates based on actual operating costs. DISTRICT must update billing rates in Fire Billing Systems (FBS) annually for DISTRICT vehicles, equipment, and apparatus or they will be reimbursed at the current listed FBS billing rates available.
- Incident Command Post set-up and operational costs.
- Lodging, meals, and incidentals for incident personnel will be reimbursed at the GSA conus rates established by the city and state of the incident location.
- Transportation to/from the Incident.
- Repair/replacement of uninsured items and small equipment damaged or destroyed during fire suppression (with IC approval and completed OF-289, Property Loss or Damage Report).
- Aircraft, airport fees, retardant and other fire chemical costs, airbase personnel and associated aviation support required as part of the approved response.
- Agency costs of individuals either assigned to the incident, or station backfill, for salary, benefits, and overtime including premium pay if and when it is earned according to the

policies, laws, and rules governing the employees of DISTRICT. Reimbursement for Personnel costs must utilize the established billing rates based on actual operating costs. All bills will be submitted with time keeping documentation such as an OF-288, crew time report (CTR), or similar documentation that shows hours worked or hours the personnel participated in the incident.

- Only wildfire suppression incidents including preposition or severity events. Any other actions, including non-suppression, will require a supplemental agreement for any exchange of funding or resources.
- Incident Management Team, mobilization, and support cost.
- DISTRICT's liability for Cost Share percentages.
- Additional dispatching support personnel. Cost is reimbursable when requested by a resource order and submitted with time keeping documentation such as an OF-288, CTR, or similar documentation that shows what hours and what incident the personnel have invested in the incident.
- Rental equipment. Will be reimbursed if requested by the incident and noted on the resource order.
- Crew roster changes. Must be initiated by the incident and have a resource order or have documentation from the incident to be eligible for reimbursement.
- Agency owned vehicles (AOV) and rental vehicles utilized to respond or accompany single resource personnel to incidents. Must be approved by the incident and listed on a resource order to be eligible for compensation.
- Fire suppression damage repair.

2. Non-Qualifying Expenses

- Costs incurred following the initial dispatch of any ground resources to the fire for the duration of the initial 24-hour mutual aid period.
- DISTRICT equipment and repair/maintenance costs not associated with wildland fire response or normal wear and tear.
- Individuals and agencies when in "mutual aid" to DISTRICT.
- Administrative fees or indirect costs for items or an expense incurred as part of general management and administrative support of DISTRICT. Examples may include office space, computer equipment, postage, utilities, salaries for administrative activities such as procurement, personnel, accounting, and so forth.
- Non-expendable (non-consumable) accountable property, such as chainsaws, fax machines, and mobile air conditioners.
- Claims and award payments.
- Interest and indemnities payments.
- DISTRICT Burned Area Emergency Rehabilitation (BAER) beyond suppression damage repair.
- Resources demobilized before the end of the mutual aid period.
- Any expense incurred for activities outside of a wildfire incident without a

supplemental project agreement, separate agreement, or other appropriate written document, executed by the authorized signatories of the involved Parties within their legal authorities.

- Crew roster changes or rotations of individuals, vehicles, rentals, airfares, and supplies not approved by the incident are not eligible for reimbursement.
- Escaped prescribed burn costs of DISTRICT.

3. Negotiable Expenses

Costs not outlined above may be subject to negotiation between the parties for payment.

DISTRICT should notify DIVISION of any questions, issues or situations regarding qualifying expenses that are not clear or require negotiation. DIVISION will set a meeting to discuss and/or resolve. If the parties are unable to reach a mutually agreeable resolution, either party may refer the matter to the Review Committee (Section M) for further action.

E. Annual Planning Meeting

Annually, representatives of DIVISION, DISTRICT, and others deemed necessary, shall meet, and jointly discuss, review, and update as necessary the WFPP, develop an operating plan (OP), and set DISTRICT's rates for personnel and equipment. The OP will identify, among other things, prioritized hazardous fuel treatment areas, training needs, equipment needs, defensible space activities and personnel responsible for representing the WFPP program interests for cost containment, FMAG data, and cost recovery. All OP's will be signed by March of each year.

DIVISION will arrange the date and location for the meeting each year.

F. Delegation of Authority

DISTRICT extends a "blanket" delegation of authority to DIVISION as DIVISION performs pre-fire activities in DISTRICT's jurisdiction as agreed to in the OP. For emergency activities, a formal delegation of authority by DISTRICT may be created and administered to DIVISION at the discretion of DISTRICT.

G. Use of Incident Management Teams

DISTRICT will notify DIVISION Regional and State Duty Officers of any wildland fire in their jurisdiction that may require mobilization of an Incident Management Team. DIVISION, together with DISTRICT when possible, will participate in unified command role and actively participate as an Agency Administrator/Agency Representative on any Type III, Type II or Type I wildland incident in a WFPP jurisdiction.

H. Organizing, Equipping, and Training

DISTRICT will cooperate in the training, equipping, and maintaining of wildland firefighting forces in DISTRICT.

DIVISION will assist DISTRICT in the organizing, equipping, and training of DISTRICT and cooperator forces to detect, contain and extinguish wildland fires, as agreed to in the AOP.

I. Wildfire Pre-Suppression

DISTRICT has authority through this agreement to request assistance by hire and reimburse any other DISTRICT resources for prioritized hazardous fuel reduction projects within DISTRICT jurisdiction if a supplemental agreement is in place. DIVISION will assist with hazardous fuels reduction, including treatment plans; State Historic Preservation Office (SHPO) pre-project reviews for potential impacts upon historic properties; Threatened and Endangered (T&E) species occurrences; and other technical services as requested and available. DIVISION will provide, at DISTRICT'S request, subject to availability, personnel, and apparatus to assist in Public Wildfire Education Programs, and DIVISION and DISTRICT will collaborate on a wildland fire prevention program that includes a common message.

DISTRICT will provide DIVISION with a list of subdivisions, infrastructure, businesses, and other critically important community attributes within their jurisdiction for use in development of Fire Management Assistance Grant (FMAG) applications should the need arise.

J. Wildfire Suppression

DIVISION will provide dispatching/mobilization services and support to local government DISTRICT for mutual aid and wildfire response both state and federal. All hazard and EMAC requests will remain with the Department of Emergency Management.

DISTRICT under this contract and as identified in the Master Cooperative Wildland Fire Management and the Stafford Act Response Agreement Operating Plan pg. 38 IV Preparedness section 2 Nevada Division of Forestry, has authority to respond Out of Local Jurisdiction within Nevada and Out of State for federal wildland fire response mobilization requests.

DIVISION and DISTRICT will utilize the "closest forces" concept for all wildland fire responses. This concept dictates that the closest available, appropriate resources respond to initial attack fires, regardless of jurisdiction, whenever there is a critical and immediate need for the protection of life and property. Beyond initial attack, the "closest forces" concept is modified, and the respective agencies will request the most appropriate resource to aid in the suppression of a wildfire. In lieu of established rates, DIVISION will pay DISTRICT volunteer fire departments \$20 per hour (with a two-hour minimum) per fire engine/tender for wildland fire suppression responses in DISTRICT.

K. Reporting/Notification

DISTRICT will notify DIVISION Regional Duty Officer of any wildland fire in their jurisdiction at time of size up or as soon as reasonably possible.

DISTRICT will request an FMAG at the earliest sign the incident will grow to a qualifying event and/or into a major disaster. The FMAG request will contain a detailed list of all threatened resources prompting the request.

DISTRICT will submit a report to DIVISION annually which includes:

- A list of all wildland fires with a duration less than 24 hours that occurred within their jurisdiction for use in annual reporting.
- All hazardous fuel reduction treatments/efforts undertaken in their jurisdiction.
- Any enhancements made to DISTRICT wildland fire suppression capabilities.

L. Prescribed Burning

DIVISION and DISTRICT will coordinate technical assistance and DISTRICT may provide resources if available for prescribed fires and fuels reduction projects. DIVISION will provide burn resources at the discretion and amount requested of DISTRICT based upon availability. DIVISION will only participate on DISTRICT prescribed fires that have approved burn plans per NWCG standards and a supplemental project agreement per the Nevada State Master Cooperative Wildland Fire Management and Stafford Act Response Agreement. Prescribed burning costs are not eligible for reimbursement under the WFPP.

M. Review Committee

STATE will establish a review committee to adjudicate issues or questions between DIVISION and DISTRICT which cannot be resolved informally through the parties. The Director of the Department of Conservation and Natural Resources (DCNR) will request one STATE representative and two individuals from jurisdictions other than where the dispute is occurring to serve on the Committee. DISTRICT involved must agree to the selected committee. The Committee will meet and discuss the issue and make a non-binding recommendation to the Director of DCNR for a final decision. The use of a Review Committee, however, is not intended to alter or supplant any other remedy either party may have at law.

N. Reimbursement/Payment

DIVISION will provide reimbursement to DISTRICT or provide for direct payment of approved costs to Federal Agencies and other vendors.

DISTRICT

1. Billing invoice requirements:

- a. One incident per invoice;
- b. Incident name;
- c. Incident start date;
- d. Incident number (State and Federal);
- e. Contact point for questions;
- f. Standard billing documentation: Dispatch Resource Orders, Cost Share Agreements, Transaction Registers, and backup documentation (Resource Order Numbers for all Supplies, Incident Dispatch Log).

DISTRICT will also develop a Fire Rate Agreement (FRA). The FRA is within the Fire Business System (FBS) and shall be entered and maintained by DIVISION. DIVISION office can and will guide the FPA through the process using FBS. The FRA will identify all equipment available for fire assignments, set hourly rates, and identify minimum and standard staffing levels for each piece of equipment. Minimum staffing levels are defined by National Wildfire Coordinating Group (NWCWG) standards and National Fire Protection Association standards and the FPA's policies and procedures on initial attack.

All fire bills are consolidated in the Fire Business System (FBS) database for all agencies. Fires are tracked individually per agency and tracked by using fire reports, fire codes, fire names and function codes. For those unique incidents that occur on lands within Nevada some of them may have an out of state designator. (Border fires) These incidents will be addressed individually and may be included in the State consolidation process. STATE is responsible for managing consolidated billing in the FBS that includes all agencies and cost share information. Actual costs are tracked by each agency for each incident and added to FBS as costs become available to the respective agencies. Agency costs are subject to audit. The consolidated billing database is verified but may be disputed based on the cost share allocation, severability of costs and actual costs submitted for each fire. FBS will generate a final balance for all parties in the State/Federal Reconciliation Report, thus requiring only one transfer of funds to reconcile the fire season. Any discrepancies or concerns pertaining to individual fires recorded in FBS will be identified, resolved, and handled on a per case basis, beginning with a cost adjudication meeting. During the adjudication meeting, entities that are part of the billing process will meet to discuss the discrepancies or concerns. After resolution of costs, a bill will be issued to the owing party. Post reconciliation adjustments will be resolved, agreed upon, and pursued by all agencies involved, on a case-by-case basis.

DISTRICT will prepare and submit in the Fire Billing System (FBS) incident billing packages no later than six (6) months from the date the incident is declared out, with the exception of certain FEMA, Civil Cost Recovery and other incidents that warrant specific timetables. DIVISION reserves the right to return billing packages not meeting the billing invoice requirements outlined above, for correction. Failure to meet these timelines shall not be construed as a release or waiver of claims for reimbursement against the other party. If the six (6)-month timeframe cannot be met, immediate written notification shall be made to DIVISION Deputy Administrator.

Any DISTRICT that does not utilize the FBS system for billing and the Division completes the billing for DISTRICT will be charged an administrative fee of 20%.

For Federal Emergency Management Agency (FEMA) billings, DIVISION will be the lead agency for all bills to be submitted for the Fire Management Assistance Grant Program (FMAG). DIVISION requires estimated bills from DISTRICT within 30 days of the fire being declared out. DISTRICT will track resources and costs associated with wildland fires.

O. Cost Share Agreements

DISTRICT will notify DIVISION Regional/State Duty Officer, in a timely manner, of any wildland fire in their jurisdiction that may require a cost share agreement. DIVISION and DISTRICT will assume an active role in the development of the cost share agreement and must ratify the agreement in order for any expenses incurred through the agreement to qualify under the WFPP.

P. Fire Investigations

The Parties shall render mutual assistance in investigation and law enforcement activities, and in court prosecutions, to the fullest extent possible. DISTRICT will request a wildland fire investigator through the resource ordering system for all fires which may warrant cost recovery actions, or is suspicious in nature. DISTRICT shall be responsible for fire-related law enforcement activities on wildfires that originate on their respective lands.

Q. Cost Recovery

DISTRICT is responsible to file cost recovery actions on trespass fires when feasible, or DIVISION may not cover the cost of the fire for DISTRICT. DIVISION has the ability to seek cost recovery actions on known human caused fires, if DISTRICT has filed for cost recovery. To the extent permitted by State law, DISTRICT will provide investigation files relative to the fire to DIVISION.

Third Party Cost Recovery: In responding to and suppressing a wildland fire, the agency that has the land management jurisdiction/administration role (i.e., the agency that administers the lands where the fire ignited) is considered the "lead" agency. Other agencies, which provide fire protection or perform other fire related services, are considered "cooperating agencies." The lead agency is responsible for determining the fire origin and cause of ignition and the suspected person who or entity that negligently or intentionally ignited the fire. The cooperating agency law enforcement and/or fire investigation personnel will assist the lead agency in making those assessments. Consequently, at the outset of the investigation, the lead agency must invite federal enforcement personnel or other appropriate fire investigation personnel to work jointly with the lead agency to determine the fire cause and origin and determine whether the fire was human and negligently caused. Should the lead agency choose not to investigate, and/or the fire originates on private lands, the lead agency must invite federal law enforcement officers to investigate the fire.

Cost Recovery: Authority to recover suppression costs and damages from individuals causing a fire varies depending on contracts, agreements, permits and applicable laws. The

Authorized Representatives of affected agencies will attempt to reach mutual agreement as soon as possible after a fire on the strategy that will be used to recover suppression costs and damages from the individuals liable for such costs and damages. Such strategy may alter interagency billing procedures, timing and content as otherwise provided in this Agreement. Any Agency may independently pursue civil actions against individuals to recover suppression costs and damages. In the cases where costs have been recovered from an individual, reimbursement of initial attack, as well as suppression costs to the extent included in the recovery, will be made to the Agency taking reciprocal action.

R. Termination.

This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 60 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Contract is withdrawn, limited, or impaired.

S. Notice.

All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.

T. Incorporated Documents

The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence: NONE.

U. Assent

The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.

V. Inspection and Audit

1. Books and Records.

Each party agrees to keep and maintain under generally accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

2. Inspection & Audit.

Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

3. Period of Retention.

All books, records, reports, and statements relevant to this Contract must be retained a minimum of three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

W. Breach; Remedies

Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$150 per hour for State employed attorneys and County employed attorneys.

X. Miscellaneous

1. Limited Liability.

The parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.

2. Force Majeure.

Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

3. Indemnification.

Neither party waives any right or defense to indemnification that may exist in law or equity.

4. Independent Public Agencies.

The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

5. Waiver of Breach.

Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

6. Severability.

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

7. Assignment.

Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.

8. Ownership of Proprietary Information.

Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

9. Public Records.

Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

10. Confidentiality.

Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.

11. Proper Authority.

The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).

12. Governing Law; Jurisdiction.

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the 1st Judicial Court, Carson City, NV for enforcement of this Contract.

13. Entire Agreement and Modification.

This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

FOR: DISTRICT

FOR DCNR and DIVISION (STATE)

By: _____
Ross Miller
Chair: _____
Date

By: **Kacey KC** Digitally signed by Kacey KC
Date: 2023.10.03 11:15:42
-07'00'
Kacey KC
State Forester/Firewarden
Date


ATTEST:

Lynn Marie Goya,
County Clerk
Date



James A. Settlemeyer,
Director, DCNR
10/24/2023
Date

Approved as to Form:


*Nicole M. Ting
in lieu of
Nathan Holland 10.23.23*

Nathan C. Holland,
Deputy Attorney General for
Attorney General, State of Nevada
Date

Jason Patchett
Jason Patchett (Nov 13, 2023 11:17 PST)

Jason B. Patchett
Deputy District Attorney
Nov 13, 2023
Date

Approved by Board of Examiners:

Signature – Nevada State Board of Examiners
Date