



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: October 15, 2020

Staff Contact: Dave Ruben

Agenda Title: For Possible Action: Discussion and possible action regarding a contract with NV Energy for the Carson City Fire Department (CCFD) to provide standby services for utility operations during high fire danger conditions and to provide emergency and non-emergency hazardous fuels reduction, both on an on-call basis, and authorization for the Fire Chief to sign the contract. (Dave Ruben, druben@carson.org)

Staff Summary: NV Energy is required by the Nevada Public Utility Commission to have a Disaster Protection Plan. Through its Plan, NV Energy is taking steps to reduce hazardous fuels near its facilities and to manage risk during operations and during the Public Safety Outage Management Program. This contract would allow NV Energy to request that CCFD Engine or hand crew resources be on standby during routine or emergency repair or maintenance operations that are a high risk to cause a wildfire start, and allow emergency and non-emergency use of fuel reduction equipment to protect fixed utility infrastructure such as a substation. These services would be provided on an on-call and a time and materials basis, and there is no minimum amount of services that NV Energy is required to use.

Agenda Action: Formal Action / Motion

Time Requested: 10 minutes

Proposed Motion

I move to approve the contract as presented and authorize the Fire Chief to sign the contract.

Board's Strategic Goal

Safety

Previous Action

N/A

Background/Issues & Analysis

NV Energy is required by the Nevada Public Utility Commission to reduce risk during operation and maintenance of the utility infrastructure. This contract would allow NV Energy to request that CCFD Engine or hand crew resources be on standby during routine or emergency repairs and allow emergency and non-emergency use of fuel reduction equipment to protect fixed utility infrastructure such as a substation. It would also allow NV Energy to work with CCFD during and after a Public Safety Outage, which is when the electric grid is shut down due to high risk events, such as extremely high winds. This contract would also allow NV Energy to hire back a CCFD brush engine to standby during Red Flag days. That standby engine would be available for fire response within the City in the event of a large brush fire. NV Energy currently has similar contracts with the Truckee Meadows Fire District, Central Lyon Fire District, North Lake Tahoe Fire District, and North Lyon Fire District. CCFD will have the ability to determine if CCFD is able to respond to the request or not, based on the availability of fire department resources.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 244.143(2)(e)

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: General Fund - Refunds and Reimbursement Account to be determined, if approved.

Is it currently budgeted? No

Explanation of Fiscal Impact: Revenue from this contract will offset any expenses, similar to the wildland fire agreements in place with other jurisdictions. There will be no impact to the General Fund. It is difficult to estimate the projected revenue as this is a new "standby" service in the northern Nevada area and as such, there is no historical record of how often CCFD may be called.

Alternatives

Do not approve the contract and provide alternative direction to staff.

Attachments:

[NV Energy Fuels Reduction Master Service Agreement-FINAL_10-02-20 NP.docx](#)

[NV Energy Contract SOW 10-7-20.pdf](#)

Board Action Taken:

Motion: _____	1) _____	Aye/Nay
	2) _____	_____

(Vote Recorded By)

MASTER SERVICES SHORT FORM CONTRACT
BETWEEN
NEVADA *or* SIERRA PACIFIC POWER COMPANY D/B/A NV ENERGY
AND
CARSON CITY FIRE DEPARTMENT
FOR
HAZARDOUS FUELS MANAGEMENT & STAND-BY SERVICES

Nevada Power Company d/b/a NV ENERGY and Sierra Pacific Power Company d/b/a NV ENERGY, both Nevada corporations, (collectively “Company”), having offices located at 6226 W. Sahara Avenue, Las Vegas, Nevada 89146, and Carson City, a consolidated municipality and political subdivision of the State of Nevada, through the Carson City Fire Department, (“Contractor”), having its principal place of business at 777 S. Stewart Street, Carson City, NV 89701, enter 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 Parties below (“Effective Date”). Company and Contractor individually may be referred to as a “Party” and collectively as “Parties.”

BACKGROUND: The Parties recognize the importance of the elimination of fire hazards in accordance with Carson City Municipal Code 14.02.005(B). This Contract represents cooperative and pre-emptive implementation of the requirement to eliminate fire hazards. Specifically, Contractor will provide Hazardous Fuels Management & Stand-by Services for Company in accordance with Carson City Municipal Code 14.02.005(B) and 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 will be administered by Contractor’s Wildland Fuels Management Program.

The Contract consists of this Agreement, and all incorporated exhibits and attachments found in the document entitled “Hazardous Fuels Management & Stand-by Services Proposal for NV Energy.” Signing by both Parties’ authorized agents constitutes a legal obligation to perform the Contract under the terms and conditions stated herein.

IN WITNESS WHEREOF, execution by both Parties shall constitute the Effective Date of the Contract.

Nevada *OR* Sierra Pacific Power Company
d/b/a NV ENERGY
“Company”

Carson City, through the Carson City Fire
Department
“Contractor”

By (Signature)
<NAME>
<Title>

By (Signature)
Sean Slamon
Fire Chief

Date

Date

1. **DEFINITIONS.** The following terms, in their singular and plural forms, shall have the following meanings when used in this Contract.
 - (a) "Price" means the consideration to be paid by Company to Contractor as specified in the document entitled "Hazardous Fuels Management & Stand-by Services Proposal for NV Energy."
 - (b) "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.
 - (c) "Services" means the services to be provided or performed by Contractor under the Contract as specified in the document entitled "Hazardous Fuels Management & Stand-by Services Proposal for NV Energy."
 - (d) "Term" means period commencing upon the Effective Date and expiring June 30, 2023, unless earlier terminated as provided herein.
 - (e) "Work" means all Services and Materials provided by Contractor as specified in Exhibit A, Scope of Work, and Exhibit B, Pricing Schedule, in the document entitled "Hazardous Fuels Management & Stand-by Services Proposal for NV Energy," which is incorporated in this Contract.

2. **PURCHASE ORDERS.** At any time after this Contract is executed, Company may submit a PO to Contractor to request Work under this Contract. POs should be submitted to:

Dave Ruben
Battalion Chief
777 S. Stewart Street
Carson City, NV. 89701
(775) 887-2210
druben@carson.org

A PO must, at a minimum, indicate which Work is requested, the location of the desired Work, any special requirements about the location or the Work, and include all of the information required by Section 7 as it relates to Company.

Contractor will schedule and perform the Work upon request, taking into consideration Contractor's public safety functions and obligations, unless a different time is agreed upon in writing by the Parties. Contractor will, in its sole discretion, supervise, manage, operate, control, and direct performance of the details of any Work.

For emergency fuels management, stand-by requests, or other Work that is to be performed on an emergency basis or at a Company specified time, Contractor's Work is complete when Contractor leaves the work site.

For non-emergency fuels management, or other Work where the precise timing of performance is within Contractor's discretion, Contractor shall notify Company when the Work is finished. For purposes of this Section, notice may be by formal notice under Section 7, informal notice by email to the contact person specified on the PO, or any other method of notice agreed upon by the Parties. Within 30 days after receipt of the notification, Company may inspect the Work and request that Contractor remedy deficiencies in the Work, if any. If Company does not request that Contractor remedy any deficiencies, the Work shall be deemed complete and accepted by Company 30 days after receipt of the notification.

3. INVOICING. Upon completion of the Work by Contractor, Contractor will submit an invoice to Company for payment. 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) The full name of Company personnel who requested the expenditure (to the extent available);
- (d) Contractor's legal entity name and mailing address and the full name, title, and telephone number of its contact person;
- (e) Contractor's remittance address if that address is different from its mailing address;
- (f) A unique invoice number;
- (g) Invoice date, its due date, and the terms of any early payment discount. Invoices for Work shall not have an invoice date that is more than three (3) days prior to the expected arrival of the invoice to Company's Accounts Payable department;
- (h) Separate invoice lines for material and labor with appropriate tax applied to material portion only;
- (i) Tax shown as a separate line item, as applicable;
- (j) A separate invoice line for miscellaneous charges;
- (k) Total invoice amount and any supporting documentation; and
- (l) To the extent applicable, signed lien waivers and releases from Contractor and all its subcontractors and suppliers in form and substance satisfactory to Company ("Lien Waivers").

Contractor shall submit invoices 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

Company may dispute any amounts on an invoice by providing Contractor notice of any disputed amount within 30 days of the date of the invoice. Contractor and Company agree to resolve any disputed amounts under the Dispute Resolution section of this Contract.

4. PAYMENT. Upon receipt of an invoice, Company will pay Contractor for Work accepted and completed, but Company has the right to withhold payment on any disputed amount. Company will pay the undisputed amount of an invoice within thirty (30) days of receipt of invoice. Company will pay a disputed amount, if owed, within thirty (30) days after Company and Contractor have resolved 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 this Section, Company and Contractor may pursue any other right or remedy they may have. All of Company's and Contractor's rights and remedies under this Contract, any other PO or contract and laws are cumulative.

5. TAXES. Unless specifically stated otherwise on the face of the Purchase Order, the Price includes all taxes and duties arising out of Contractor's performance hereunder, including without limitation sales and use taxes, all import or export duties and value-added taxes, all of which shall be paid by Contractor. Contractor shall comply with all applicable laws and regulations governing such taxes and duties. In

the event Contractor fails to comply with such tax laws and regulations, Contractor shall indemnify Company against any liabilities including judgments, interest, penalties, costs and attorneys' fees incurred directly or indirectly by Company. Such indemnification shall exist for a period of two (2) years beyond the expiration date of the applicable statute of limitations period for governmental action to recover for nonpayment of taxes.

6. **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, after reasonable notice, 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.
7. **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 any 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.

Banking Information Changes: Requested changes to Contractor's banking information must be independently verified with Contractor and may take 60 days or more to process. Company shall continue to use Contractor's previous banking information during the verification period unless an exception is approved by Contractor. Company shall not be liable for late fees or interest on any late or missed payments due to Contractor's requested changes that could not be reasonably verified by Company. Changes to Contractor information will be confirmed by Company with the following Contractor staff.

Contractor Chief Fiscal Officer: Dave Aurand	Contractor Senior Manager: Name:	Contractor Program Manager: Dave Ruben
Business Manager	Title:	Battalion Chief
777 S. Stewart Street	777 S. Stewart Street	777 S. Stewart Street
Carson City, NV. 89701	Carson City, NV. 89701	Carson City, NV. 89701
(775)887-2210	(775)887-2210	(775)887-2210

Contractor website: www.carson.org

In the event that Contractor does not have additional staff, Company may seek other means necessary to verify the information with Contractor including, but not limited to, verifying Contractor's banking information via in person meeting or conference call between Company, Contractor and Contractor's authorized bank.

8. **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.

9. INSURANCE. Contractor shall, prior to commencing any Work, secure and continuously carry with insurers having an A.M. Best Insurance Reports rating of A-:VII or better such insurance as will protect Contractor from liability and claims for injuries and damages which may arise out of or result from the Work and for which Contractor may be legally liable, whether such operations are by Contractor or a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Contractor shall insure the risks associated with the Work and the Contract with the minimum coverages and limits as set forth below:

- (a) General liability insurance, with a combined \$10 million single limit for each occurrence and \$10 million in the annual aggregate;
- (b) Automobile liability insurance, with a combined \$10 million single limit for each accident;
- (c) Workers compensation insurance or self-insurance per statutory requirements;

Contractor shall provide a "Certificate of Insurance" showing compliance with the requirements set forth herein. Contractor shall include Company as an "Additional Insured" under all liability policies, stating that the insurance is primary with respect to Company's interest and that any liability insurance maintained by Company is excess and not contributory, providing for separation of insured coverage, and providing waivers of subrogation on general liability, automobile liability and workers compensation coverage. Contractor shall notify Company immediately if at any time any one of Contractor's insurers issues a notice of cancellation for any reason and shall provide proof of replacement insurance prior to the effective date of cancellation. A certificate of insurance shall be furnished to Company confirming the issuance of such insurance prior to commencement of Work.

10. INDEMNIFICATION. Each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents.

11. LIMITATIONS OF LIABILITY. Contractor will not waive and intends to assert all available defenses and limitations contained in NRS Chapter 41. Company's indemnification obligations to Contractor for tort actions will also be limited by the amount set forth in NRS 41.035, unless Contractor's tort liability is not limited by NRS 41.035. Any claims by Contractor against Company shall be limited to the amount of the statutory limitations on liability available to Contractor.

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.

12. SITE REGULATIONS. Contractor, while performing Work at Company's designated 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. Company shall provide a copy of the regulations to Contractor. Company's regulations are not a part of this Contract.

13. 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, as applicable.

- 14. 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.

- 15. 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.

16. TERM AND TERMINATION

- (a) **Term:** The term of this Contract begins upon the Effective Date and expires on June 30, 2023, unless earlier terminated as provided herein.
- (b) **Termination Without Cause:** This Contract may be terminated for any reason by either party by giving the other party written notice of the intent to terminate. The notice must specify the date upon which the termination will be effective, which date may not be less than 90 calendar days from the date of service of the notice.
- (c) **Termination for Cause:** Either party may terminate this Contract immediately (i) for failure to perform any material obligation under this Contract; (ii) for any representation that was materially false or misleading; (iii) the filing by or against either 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.
- (d) **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.

(e) **Termination of Agreement Due to Emergency or Exigent Circumstances:** The Contractor may, at its discretion, terminate this Contract should it determine an emergency situation exists that requires the resources dedicated to NV Energy are otherwise needed in execution of its lawful, or statutory duties.

(f) **Winding Up Affairs Upon Termination:** The Parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract.

17. COMMENCEMENT OF WORK. Contractor shall not commence any Work until the fully executed Contract is returned to the Contractor, and a PO is delivered to Contractor. Contractor shall not be compensated for Work performed prior to such time.

18. 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, fires, riots, labor disputes, unusually severe weather or any other cause beyond the reasonable control of a party. The affected party shall notify the other party in writing as promptly as is reasonable, 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.

19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from NV Energy 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. NV Energy may label specific parts of an individual document as “trade secret” or “confidential” in accordance with NRS 333.333, provided that NV Energy 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. Upon Company’s request, Contractor shall promptly return to Company all such materials and copies thereof.

20. RELATIONSHIP OF PARTIES. Contractor is an independent contractor, and shall have the sole right to supervise, manage, operate, control, and direct performance of the details of any Work under this Contract. Nothing herein shall be deemed to create an employment, partnership or agency relationship between Company and its employees, agents, or representatives and Contractor and its employees, agents, or representatives.

21. DISPUTE RESOLUTION. Each Party must attempt to resolve any dispute in good faith promptly by 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 or the attorney work product privileges or made confidential by federal confidentiality laws (e.g., HIPAA). 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 the limitations in this Section and this Contract.

22. GOVERNING LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL. 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 Carson City, 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.

- 23. ASSIGNMENT AND SUBCONTRACTING.** Neither Party shall assign this Contract without the prior written consent of the other Party. Contractor shall not subcontract the Work without the prior written consent of Company.
- 24. 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.
- 25. 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.
- 26. WAIVER.** The failure of either Party to insist upon or enforce strict performance of any term shall not be construed as a waiver or relinquishment to the extent of any right to enforce such term or condition on any future occasion.
- 27. SEVERABILITY.** If any part of this Contract is for any reason held to be unenforceable, the remaining parts shall continue to be enforceable.
- 28. COUNTERPARTS.** The Contract may be executed in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same document. Any executed counterpart transmitted by facsimile, electronic communication in portable document format (.pdf), or similar transmission by either Party shall be deemed an original and shall be binding upon such Party.
- 29. AMENDMENTS; MODIFICATION.** Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract is binding upon the Parties unless the same is in writing and signed by the Parties.
- 30. SURVIVAL.** The following Articles will survive completion or termination of this Contract for any reason: RECORDS AND AUDIT, WARRANTIES, NO WARRANTY AGAINST INJURY OR PROPERTY DAMAGE, INDEMNIFICATION, CONFIDENTIALITY, WORK PRODUCT, ASSIGNMENT AND SUBCONTRACTING, GOVERNING LAW, ENTIRE CONTRACT; ORDER OF PRECEDENCE; WAIVER, SEVERABILITY, COUNTERPARTS, COMMENCEMENT OF WORK, and SURVIVAL.

31. PROHIBITED VENDORS; CCPA COMPLIANCE

Contractor may not use the services or products (including components parts and sub-assemblies) of any company identified by the US Government and/or regulatory authorities as a security threat in the provision of Work or Services to Company, either directly or via subcontractors. The current list of prohibited vendors includes Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, Dahua Technology Company, Da Jiang Innovations (DJI), AO Kaspersky Lab, ZTE, Equifax and Huawei Technologies Co. Ltd. If Contractor fails to abide by this requirement, Company will provide Contractor with notice and a 30-day opportunity to cure. Continued failure to abide by this requirement will be considered a material breach of this Contract.

For purposes of California Consumer Privacy Act, Company and Contractor acknowledge that Company is not selling any of Company's customer's personal information to Contractor. Rather, Company is providing customer's personal information (if any) strictly to further Company's business purposes.

- 32. 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.
- 33. NO WARRANTY AGAINST INJURY OR PROPERTY DAMAGE AFTER COMPLETION OF THE WORK.** Nothing herein shall be construed to be a warranty, guarantee, or promise by Contractor that, by providing the Services or performing the Work hereunder, fires or any other event for which Services are being provided or Work is being performed under this Contract, or any injuries to persons or damages to property caused thereby, will be prevented. Notwithstanding any other provision of this Contract, Contractor shall not be held liable for any such fire or event once any Work or Services are accepted by Company. Notwithstanding the foregoing, Contractor is responsible for all Work or Services performed by Contractor and shall be liable for its negligent acts or willful misconduct in performance of the Work or Services. In any event, Contractor's liability under this Contract shall not exceed the liability limitations in NRS Chapter 41.
- 34. NO THIRD-PARTY RIGHTS CREATED.** This Contract is solely for the benefit of the Parties. None of the provisions of this Contract, a Purchase Order, the Hazardous Fuels Management & Stand-by Services Proposal for NV Energy, or any other document or exhibit shall create any right in or benefit to any other persons or entities or members of the general public, or grant anyone not a Party to this Contract any right to maintain any suit, including for personal injuries or property damage, under the terms or provisions of this Contract.
- 35. AUTHORITY TO SIGN.** The Parties represent and warrant that the person executing this Contract on behalf of each respective Party has full power and authority to enter into this Contract and that the Parties are authorized by law to perform the Work set forth herein.

(There are no other provision of this Contract after the preceding section.)

Carson City Fire Department



Hazardous Fuels Management & Stand-by
Services Proposal for
NV Energy

EXHIBIT A SCOPE OF WORK

Carson City Fire Department (“CCFD” or “Contractor”) will conduct the hazardous fuels management and 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 Exhibits B and C. Company, and Contractor individually may be referred to as a “Party” and collectively as “Parties.”

The Parties recognize the importance of the elimination of fire hazards in accordance with Carson City Municipal Code (“CCMC”) 14.02.005(B). This Contract represents cooperative and pre-emptive implementation of the requirement to eliminate fire hazards. Specifically, CCFD will provide Hazardous Fuels Management Services for the Company in accordance with CCMC 14.02.005(B). Services to be performed by CCFD will consist primarily of vegetation management of ground fuels, such as clearing brush and other debris, within NV Energy service territory to reduce fire hazards and create combustible free space, as well as stand-by services when NV Energy is engaged in high fire risk activities as follows:

1. CCFD will conduct vegetation management of ground fuels/vegetation utilizing various types of fuel removal techniques within company's electric service territory and electrical assets including, without limitation, powerline right of ways (ROW), transmission and distribution (T&D) lines, and around company's infrastructures in accordance with local Community Wildfire Protection Plans, Authority Having Jurisdiction fuel treatment requirements and 2018 International Wildland-Urban Interface Code (IWUIC) Appendix A requirements to reduce the threat of wildfire and improve the capabilities to control such fires. The Parties will work together to implement appropriate and effective maintenance treatment to prevent the growth of noxious or flammable weeds within the ROWs.
2. CCFD will provide National Wildfire Coordinating Group 310-1 qualified stand-by and stand-by resources as requested when NV Energy is engaged in high fire risk activities. Additionally, CCFD may provide qualified resources to conduct wildland training to other field personnel. The following resources may be made available at the discretion of CCFD: 10-person suppression modules, 5-person squads, engines (Type III/V/VI), dozers/heavy equipment, and/or single resource personnel (i.e. fire line supervisors, Incident Management Team members, etc.).
3. CCFD will employ one Wildland Fuels Management Officer to work as a liaison/project coordinator with NV Energy. The purpose of this position will be to assist in the planning, communication, reporting, progress mapping, logistics, and effective/efficient implementation of services outlined in this Scope of Work.
4. NV Energy and CCFD will meet and confer in preparing a schedule of projects to be performed. CCFD will perform the work as agreed to by the Parties. When an area is finished, NV Energy will inspect and “sign off” on the project when it is accepted. CCFD 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. There is no warranty or liability by CCFD for the work performed after NV Energy’s “sign off,” and CCFD does not waive the liability limitations in NRS Chapter 41.
5. CCFD will perform the work on a “time and materials basis” and may start or stop work at its discretion.
6. Upon completion of the first phase of implementation and/or expiration of the original 3-year-term of the Contract, the Parties will enter into negotiations in an attempt to reach an agreement for maintenance services.

**EXHIBIT B
PRICING SCHEDULE**

2020 BILLING RATES

All rates based on actual cost to CCFD. 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 include personnel costs.

1. Structure Engine - Type I \$418.00/hr.
2. Brush Engine - Type III \$322.00/hr.
3. Water Tender \$265.00/hr.
4. Patrol Truck – Type V/VI \$322.00/hr.
5. Skid Steer Masticator (Wet) \$220.00/hr. (Includes Fuel)

CITY or CCFD 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.

6. Command Vehicle-sedan \$45.00/day plus IRS rate per mile
7. Pickup (½ ton and below) \$55.00/day plus IRS rate per mile
8. Pickup (¾ ton and above), SUV, Ranger UTV \$80.00/day plus IRS rate per mile
9. Privately Owned Vehicle IRS rate per mile
10. Equipment Chase Truck \$96.00/day plus IRS rate per mile

PERSONNEL RATES

All personnel are charged consistent with the Department’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/hr
- 2. Captain \$60/hr
- 3. Pump operator/Driver \$54/hr
- 4. Firefighter/Paramedic \$54/hr
- 5. Firefighter \$49/hr
- 6. Investigator/Inspector \$69/hr
- 7. Wildland Fire Crewmember \$30/hr
- 8. Wildland Fire Equipment Operator \$36/hr
- 9. Senior Wildland Fire Crewmember \$42/hr

BILLING ADDRESS

Carson City Fire Department
777 S. Stewart Street
Carson City, NV 89701

CONTACT INFORMATION

Sean Slamon, Fire Chief
(775) 283-7722

Dave Ruben, Battalion Chief
(775) 283-7153

Dave Aurand, Business Manager
(775) 283-7875

Administrative Office
(775) 887-2210

DUNS NUMBER

073787152

TAX ID NUMBER

EIN # 88-6000189

STATION LOCATIONS

Career Stations

Station 51 - 777 South Stewart Street, Carson City, Nevada 89701
Station 52 - 2400 East College Parkway, Carson City, Nevada 89706
Station 53 - 4649 Snyder Avenue, Carson City, Nevada 89701
Station 54 – 2222 West College Parkway, Carson City, Nevada 89703