



North Lyon County Fire Protection District

195 East Main Street
Fernley, Nevada 89408
District Office (775) 575-3310 Fax (775) 575-3314
Jason Nicholl, Fire Chief

Notice of Meeting

Date: Tuesday May 16, 2023
Time: 6:00 p.m. or 1800 hours

Directors

Dan McCassie, Chairman Paul Murphy, Director
Mike Callagy, Jr, Vice-Chair Jay Rodriguez, Director
Harry Wheeler, Secretary/Treasurer

Location: 195 East Main Street
Fernley NV 89408
or Virtual Zoom Meeting

Join Zoom Meeting at:

<https://us02web.zoom.us/j/84408129714?pwd=YjRKdTU5YXYrTDhhTDUwdWs3TWR2QT09>

Dial: 1-253-215-8782 Passcode: 225796 Meeting ID: 844 0812 9714

NLCFPD Board of Directors Meeting Agenda

1. Call to Order, Pledge of Allegiance and Moment of Silence
2. Public Comment (No action will be taken on any subject during public participation until it has been properly placed on an Agenda for a subsequent meeting. Public comments are limited to 3 minutes.)

CONSENT AGENDA* (All matters listed under the consent agenda are considered routine and may be acted upon by the Board of North Lyon County Fire Protection District with one action, and without an extensive hearing. Any member of the Board or any citizen may request that an item be taken from the consent agenda, discussed, and acted upon separately during this meeting.)
 - 3a. Review and Approval of Board Agenda
 - 3b. Review & Approve Board Minutes
 - 3c. Review of Summary Reports
4. Discussion and possible action regarding Revenue and Expenditures*
 - 4a. Enterprise Fund Revenue and Expenditures
 - 4b. General Fund Revenue and Expenditures
5. **PUBLIC HEARING:** Discussion regarding NLCFPD 2023-24 Fiscal Year Budget
6. Discussion and action to approve meeting date for Final Budget FY 2023-24, establish tax rate and spending authorization for FY 2023-24*
7. Discussion and possible action to approve the 2023-24 NPAIP Member Coverage*
8. Discussion and possible action regarding NVE Contract*
9. Discussion and possible action to purchase Type 3 Engine from Truckee Meadows Fire Protection District*
10. Reports of Directors, Fire Chief, Fire Marshal, Staff, Volunteers, Local 4547, City of Fernley
11. Public Comment (No action will be taken on any subject during public participation until it has been properly placed on an Agenda for a subsequent meeting. Public comments are limited to 3 minutes.)
12. Adjourn

- Notices:**
1. The Board may act on any of the “*” items.
 2. At any time, the order of agenda items may be changed, removed, or combined with another item with Board consensus.
 3. The Board may limit the amount of time for public comments based upon the number of speakers on the same subject.
 4. Disabled members of the public who require special accommodations or assistance at the meeting are requested to notify in writing at the North Lyon County Fire Protection District, 195 East Main Street, Fernley, Nevada 89408 or by calling (775) 575-3310.

CERTIFICATE OF POSTING

I, Kasey Miller, do hereby certify that I posted or caused to be posted, a copy of this agenda at the following locations on or before 9:00 a.m. May 11, 2023:

1. North Lyon County Fire Protection District, 195 East Main Street, Fernley, Nevada 89408
2. U.S. Post Office, Hardie Lane Fernley, Nevada 89408
3. City of Fernley – City Hall, 595 Silverlace Blvd, Fernley, Nevada 89408
4. Fernley Senior Center, 105 Lois Lane, Fernley, Nevada 89408
5. Lyon County Manager, 27 S. Main Street, Yerington, Nevada 89447
6. Nevada Public Notice Website, www.notice.nv.gov

Distribution: To ALL persons requesting notification.

PEOPLE FIRST

North Lyon County Fire Protection District is an Equal Opportunity Employer & Provider

North Lyon County Fire Protection District
195 East Main Street
Fernley, Nevada 89408
District Office (775) 575-3310 District Fax (775) 575-3314

MINUTES of Workshop

NORTH LYON COUNTY FIRE PROTECTION DISTRICT

April 13, 2023

1. Call to Order

The workshop was called to order by Chairman McCassie at 1702 hours. Directors present included Dan McCassie, Harry Wheeler, Paul Murphy, and Jay Rodriguez. Director Callagy was absent.

The Pledge of Allegiance was led by Director Wheeler. A moment of silence followed.

2. Public Comment (No action will be taken on any subject during public participation until it has been properly placed on an Agenda for a subsequent meeting. Public comments are limited to 3 minutes.)

Mrs. Brandi Jensen shared that Safe & Sober Graduation Celebration will be held on June 2nd from 9pm-3am. If anyone is interested in volunteering or would like to donate to this event to contact Mary Jo Glass at State Farm Insurance.

Director Rodriguez shared that at the last Fourth of July Committee meeting, it was asked if the Fire Department would be interested in donating Ambulance Saver Subscriptions for raffle prizes, for the raffle being held on the Fourth of July.

3. CONSENT AGENDA* (All matters listed under the consent agenda are considered routine and may be acted upon by the Board of North Lyon County Fire Protection District with one action, and without an extensive hearing. Any member of the Board or any citizen may request that an item be taken from the consent agenda, discussed, and acted upon separately during this meeting.)

3a. Review & Approval of Board Workshop Agenda

Director Murphy made a motion to approve the Consent Agenda.

Director Wheeler seconded the motion.

The motion carried as follows: 4-0-1

McCassie	Aye	Callagy	Absent
Wheeler	Aye		
Murphy	Aye		
Rodriguez	Aye		

North Lyon County Fire Protection District

195 East Main Street

Fernley, Nevada 89408

District Office (775) 575-3310 District Fax (775) 575-3314

4. Discussion regarding Fire Board S.O.P.s

Director McCassie stated that we are here to update our S.O.P.s and how we operate.

Director Murphy requested that this item be put on the agenda. He thought it would be a good idea for the Board to go through each policy and discuss any concerns. With a new board member recently joining, it is a great idea for everyone to be refreshed on all policies. Director Murphy mentioned that he'd like to go through each policy, one at a time, so that the Board can discuss any concerns they might have.

Director Murphy wanted to clarify that it is his understanding that the Board S.O.P.s are specifically for the Board Members, written by the Board Members and they only apply to the Board Members. Director Murphy asked if that is how everyone understands them?

Director McCassie confirmed "yes."

Chief Nicholl recommended that before the Board agrees on anything, to verify with legal who is present tonight.

Director Murphy stated that they would TA each policy as the Board agrees and once they are done the Board will submit it as a packet to legal.

Director Murphy started the discussion with:

Policy #1- Items for the District Board of Directors Meeting Agenda

All Board Members agreed to TA this item for now.

Policy #2- Incident Fee Schedule

Director Murphy asked Chief Nicholl if the District had already approved this policy within the District S.O.P.s.

Chief Nicholl shared that it is a Board Policy. The fees that we charge are directed by the Board, not by the Administration. He explained, when this was initially put into this format in 2020 that is the advice that we got. Chief Nicholl also stated that he has gotten conflicting advice about ordinance vs. policy, and he doesn't have any clear direction on that right now.

Director Murphy stated that this might come up again when they discuss Budget. He suggested leaving it as is and revisiting it.

Brandi Jensen, Attorney for the District, shared that generally, when looking at the fees, the policy concept of what you are going to charge someone externally from this building is going to be determined by the Board. Mrs. Jensen also shared that they could choose to make a resolution like this and adopt fee schedule.

North Lyon County Fire Protection District
195 East Main Street
Fernley, Nevada 89408
District Office (775) 575-3310 District Fax (775) 575-3314

Director Murphy asked to amend with resolution and come back to it later and that he is fine with how it is now.

Director McCassie shared that Director Callagy would be arriving shortly and he wanted to wait to move forward so all Directors could be present.

Director McCassie called for recess at 1709.

Director Callagy arrived at 1711.

Director McCassie resumed the meeting at 1712.

Director Murphy briefly reviewed S.O.P. #1 and #2 and what was discussed prior to Director Callagy's arrival. There were no changes to be made.

All Board members agreed to TA both policy #1 and #2.

Policy #3- Mass Gatherings/ Special Events

Director Murphy shared that this came up because we were often asked to host events here at Station 61. He also shared that this will probably grow as time goes on and this will be good to stay on top of what is allowed.

Director McCassie stated that it is city wide and when applying for an event, the paperwork must come get signed off at the District as well.

Mrs. Brandi Jensen shared that the City met today with a group of involved individuals that handle Special Events Policies. They are looking to try to navigate, filter it to be more efficient and have one point of contact in the City of Fernley. Where citizens can go for any special type of event or mass gathering, fill out one packet, then have paperwork signed off by the Fire Department to make payment and to bring receipt of that, and it is only filtering through that one point of contact at the City, and they will guide them to the various locations. There may be some changes coming forward to the Special Events Policies.

All Board Members agreed to TA #3

Policy #4- Classifications of District Policy

Director Murphy explained that this outlines each bundle of policies we have.

All Board Members agreed that this policy did not need any changes.

Policy #5- Drug and Alcohol Policy

Director Murphy asked if this policy was mirrored in the District Policies. Chief Nicholl confirmed, "yes, it is a cut and paste directly from Pool Pact."

North Lyon County Fire Protection District

195 East Main Street

Fernley, Nevada 89408

District Office (775) 575-3310 District Fax (775) 575-3314

Director Murphy started by asking if we hold the Board to this as well. Is it here for informational purposes? Are we subject to random drug screenings along with any other things that are outlined in this policy?

Attorney Brandi Jensen explained that generally if you are considered an employee of the district then you'd also be subject to the personnel policies. She mentioned that it might be a good idea to alter this policy to say that the Board Members are subject to the Personnel Policy so that they are aware that they can be subject to the same things.

Director McCassie asked if there is action that can be taken.

Mrs. Jensen recommended adopting Rules of Decorum for the Board because the due process for Board Members is sometimes different from employees of the district that are under different CBA's. In their packet is a copy of the City's Rules of Decorum, that Mrs. Jensen recommends that we go through when there is time. It does address what to do when there's an issue with Board Members and how to address those. She also shared that there are some internal resolutions to resolve immediate issues.

Director McCassie asked if we could go over them now.

Attorney Brandi Jensen began to review and modify with the Board the City's Rules of Decorum to fit for the Fire District Board. She did state that the Board has the right to adopt the Rules of Decorum, to maintain order during meetings and to know how to behave.

Mrs. Jensen shared that as legal, they are here to help navigate through difficult waters.

Director Murphy stated that if there's open lines of communication without decision making and directing, that is fine. He still thinks that everyone within the district should have the right to come to the Board Members individually to share information and ask questions.

Chief Nicholl stated that there is a difference between the routine of getting business to conduct your portion of the district and interfering with the Administration and Operations of the District. Chief Nicholl also shared that every piece of information that you get is as accurate and truthful as it can be at that time. He explained, to have this communication there is a method in the Chain of Command that is expressly defined and if the employee is going outside the chain of command to air grievances, that is a problem.

Mrs. Brandi Jensen would like to propose that legal will put something together that addresses the Directing Staff of the Executive Branch, asking the employee if they've been able to run something up the chain first. Allowing staff to be able to express their opinion to the Board freely, during the meeting, to direct your questions to the Chief and any personal matters and how we address those. Mrs. Jensen is going to get something together to bring back to be considered.

Director McCassie would like to table this workshop to the next meeting, to be continued.

North Lyon County Fire Protection District
195 East Main Street
Fernley, Nevada 89408
District Office (775) 575-3310 District Fax (775) 575-3314

Director Murphy mentioned having another meeting in two weeks to get a lot of the workshop done. That way, by the regular meeting, there will be something ready for approval.

Mrs. Miller shared that we have a Budget Workshop on May 16th at 6 o'clock.

Chief Nicholl suggested that the Workshop meeting start at 3 o'clock on May 16th and the Budget Meeting following at 6 o'clock.

All Board Members agreed to have the continued Workshop at 3 o'clock on May 16th.

5. Public Comment (No action will be taken on any subject during public participation until it has been properly placed on an Agenda for a subsequent meeting. Public comments are limited to 3-minutes.)

Bill Snyder shared that it is totally appropriate for when you're on duty.

Mr. Snyder stated that the Board is elected people to represent the public. If you are only hearing what the Chief is telling you, that is all you know. You are that balance, we are also the check in balance of having our voice heard, of what reality is to prevent bigger issues.

So, if we are off duty, we are representing the Union, we have every right to talk to you as an individual.

Mrs. Kasey Miller interrupted to inform everyone that the time has run out and the meeting needs to adjourn.

6. Adjournment*

Chairman McCassie adjourned at 1754.

NOTE(s): All items indicated by an asterisk (“*”) were Action Items.
A complete and detailed record of this meeting was recorded on Micro SD Recorder April 13, 2023

North Lyon County Fire Protection District

195 East Main Street

Fernley, Nevada 89408

District Office (775) 575-3310 District Fax (775) 575-3314

Respectfully Submitted by:

DRAFT

Shannon Moffett, Administrative Assistant
North Lyon County Fire Protection District

May 16, 2023
Date

Approval of Minutes

For Against Abstain Absent

___ Approved as Read _____

___ Approved with Corrections _____

DRAFT

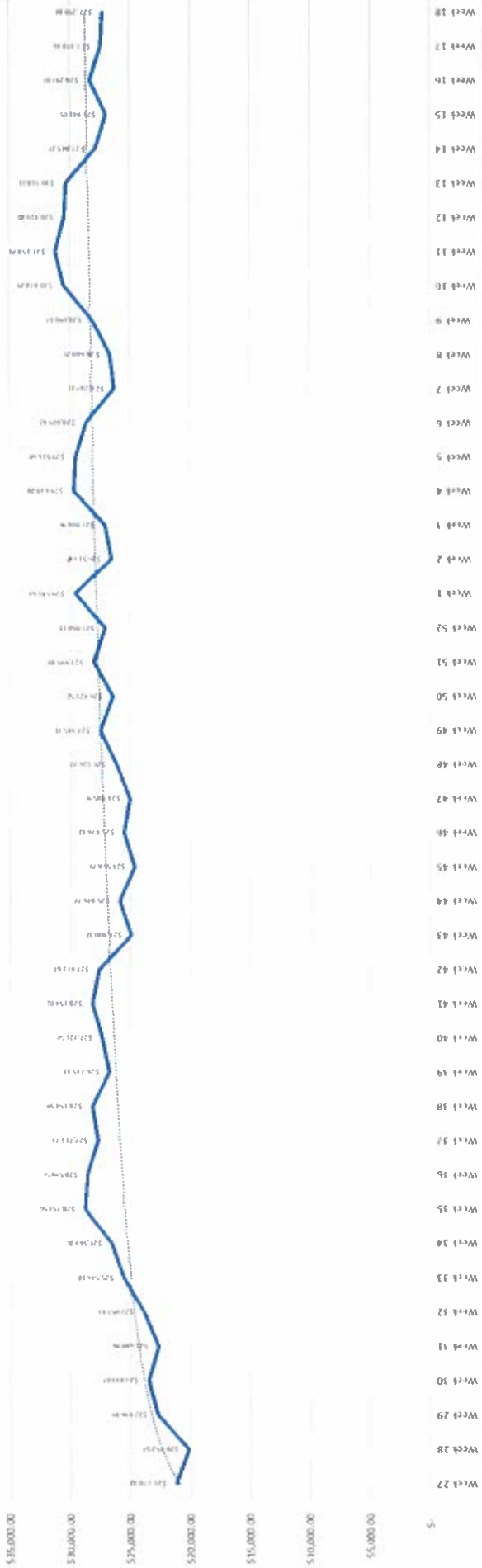
Dan McCassie, Chairman
North Lyon County Fire Protection District

May 16, 2023
Date

PEOPLE FIRST

North Lyon County Fire Protection District is an Equal Opportunity Employer

10 Week Rolling Average Deposits



Runs by Response Disposition

Disposition Incident Patient Disposition (eDisposition.12)	Number of Runs	Percent of Total Runs
Patient Treated, Transported	571	62.47%
AMA - Patient Evaluated/Treated - No transport	175	19.15%
Patient refuse care	85	9.30%
Patient Evaluated/Treated - No transport	58	6.35%
Patient Treated, Transferred Care to Another EMS Unit	15	1.64%
Canceled (After Arrival At Scene)	6	0.66%
	1	0.11%
Canceled (Prior to Arrival At Scene)	1	0.11%
IFT - Patient Transported	1	0.11%
Standby-No Services or Support Provided	1	0.11%
	Total: 914	Total: 100.00%

Runs by Zone - District

Scene Incident Zone	Number of Runs	Percent of Total Runs
61	422	46.17%
62	294	32.17%
63	176	19.26%
Pyramid	12	1.31%
Central	7	0.77%
Truckee	1	0.11%
Fallon/Churchill	1	0.11%
Storey	1	0.11%
	Total: 914	Total: 100.00%

Runs by Time and Day of Call

Incident Day Name	Incident Three Hour Range Of Day 24	Number of Runs	Percent of Total Runs
Sunday	00:00:00 - 02:59:59	9	0.98%
	03:00:00 - 05:59:59	11	1.20%
	06:00:00 - 08:59:59	17	1.86%
	09:00:00 - 11:59:59	23	2.52%
	12:00:00 - 14:59:59	23	2.52%
	15:00:00 - 17:59:59	23	2.52%
	18:00:00 - 20:59:59	14	1.53%
	21:00:00 - 23:59:59	14	1.53%
Monday	00:00:00 - 02:59:59	5	0.55%
	03:00:00 - 05:59:59	7	0.77%
	06:00:00 - 08:59:59	12	1.31%
	09:00:00 - 11:59:59	28	3.06%
	12:00:00 - 14:59:59	21	2.30%
	15:00:00 - 17:59:59	13	1.42%
	18:00:00 - 20:59:59	17	1.86%
	21:00:00 - 23:59:59	20	2.19%
Tuesday	00:00:00 - 02:59:59	4	0.44%
	03:00:00 - 05:59:59	4	0.44%
	06:00:00 - 08:59:59	10	1.09%
	09:00:00 - 11:59:59	24	2.63%
	12:00:00 - 14:59:59	25	2.74%
	15:00:00 - 17:59:59	24	2.63%
	18:00:00 - 20:59:59	28	3.06%
	21:00:00 - 23:59:59	12	1.31%
Wednesday	00:00:00 - 02:59:59	10	1.09%
	03:00:00 - 05:59:59	8	0.88%
	06:00:00 - 08:59:59	18	1.97%
	09:00:00 - 11:59:59	18	1.97%

Incident Day Name	Incident Three Hour Range Of Day 24	Number of Runs	Percent of Total Runs
	12:00:00 - 14:59:59	18	1.97%
	15:00:00 - 17:59:59	18	1.97%
	18:00:00 - 20:59:59	23	2.52%
	21:00:00 - 23:59:59	11	1.20%
Thursday	00:00:00 - 02:59:59	9	0.98%
	03:00:00 - 05:59:59	7	0.77%
	06:00:00 - 08:59:59	23	2.52%
	09:00:00 - 11:59:59	14	1.53%
	12:00:00 - 14:59:59	26	2.84%
	15:00:00 - 17:59:59	26	2.84%
	18:00:00 - 20:59:59	27	2.95%
	21:00:00 - 23:59:59	13	1.42%
Friday	00:00:00 - 02:59:59	8	0.88%
	03:00:00 - 05:59:59	6	0.66%
	06:00:00 - 08:59:59	12	1.31%
	09:00:00 - 11:59:59	19	2.08%
	12:00:00 - 14:59:59	23	2.52%
	15:00:00 - 17:59:59	21	2.30%
	18:00:00 - 20:59:59	23	2.52%
	21:00:00 - 23:59:59	15	1.64%
Saturday	00:00:00 - 02:59:59	8	0.88%
	03:00:00 - 05:59:59	11	1.20%
	06:00:00 - 08:59:59	14	1.53%
	09:00:00 - 11:59:59	18	1.97%
	12:00:00 - 14:59:59	23	2.52%
	15:00:00 - 17:59:59	19	2.08%
	18:00:00 - 20:59:59	20	2.19%
	21:00:00 - 23:59:59	17	1.86%
		Total: 914	Total: 100.00%

Runs by Hour of Day

Incident Hour Range Of Day 24	Number of Runs	Percent of Total Runs
00:00:00 - 00:59:59	17	1.86%
01:00:00 - 01:59:59	19	2.08%
02:00:00 - 02:59:59	17	1.86%
03:00:00 - 03:59:59	21	2.30%
04:00:00 - 04:59:59	18	1.97%
05:00:00 - 05:59:59	15	1.64%
06:00:00 - 06:59:59	29	3.17%
07:00:00 - 07:59:59	40	4.38%
08:00:00 - 08:59:59	37	4.05%
09:00:00 - 09:59:59	41	4.49%
10:00:00 - 10:59:59	47	5.14%
11:00:00 - 11:59:59	56	6.13%
12:00:00 - 12:59:59	61	6.67%
13:00:00 - 13:59:59	41	4.49%
14:00:00 - 14:59:59	57	6.24%
15:00:00 - 15:59:59	44	4.81%
16:00:00 - 16:59:59	59	6.46%
17:00:00 - 17:59:59	41	4.49%
18:00:00 - 18:59:59	60	6.56%
19:00:00 - 19:59:59	62	6.78%
20:00:00 - 20:59:59	30	3.28%
21:00:00 - 21:59:59	48	5.25%
22:00:00 - 22:59:59	26	2.84%
23:00:00 - 23:59:59	28	3.06%
Total: 914		Total: 100.00%

Runs by Day of Week

Incident Day Name	Number of Runs	Percent of Total Runs
Sunday	134	14.66%
Monday	123	13.46%
Tuesday	131	14.33%
Wednesday	124	13.57%
Thursday	145	15.86%
Friday	127	13.89%
Saturday	130	14.22%
Total: 914		Total: 100.00%

Runs by Dispatch Reason

Incident Complaint Reported By Dispatch (eDispatch.01)	Number of Runs	Percent of Total Runs
Breathing Problem	99	10.83%
Traffic/Transportation Incident	77	8.42%
Falls	74	8.10%
Abdominal Pain/Problems	73	7.99%
Chest Pain (Non-Traumatic)	57	6.24%
Pain	38	4.16%
Altered Mental Status	36	3.94%
No Other Appropriate Choice	30	3.28%
Convulsions/Seizure	26	2.84%
Nausea/Vomiting	24	2.63%
Back Pain (Non-Traumatic)	23	2.52%
Psychiatric Problem/Abnormal Behavior/Suicide Attempt	23	2.52%
Sick Person (weakness, etc.)	22	2.41%
Traumatic Injury	21	2.30%
Stroke/CVA	19	2.08%
Weakness/Lethargic	19	2.08%

Incident Complaint Reported By Dispatch (eDispatch.01)	Number of Runs	Percent of Total Runs
Diabetic Problem	17	1.86%
Overdose/Poisoning/Ingestion	17	1.86%
Alcohol intoxication	14	1.53%
Cardiac Arrest/Death	14	1.53%
Syncope/near-fainting	14	1.53%
Heart Problems/AICD	12	1.31%
Unknown Problem/Person Down	12	1.31%
Dizziness	11	1.20%
Assault	10	1.09%
Hemorrhage/Laceration	10	1.09%
Allergic Reaction/Stings	9	0.98%
Hypotension / hypertension	9	0.98%
Anxiety Attack	8	0.88%
Diarrhea	7	0.77%
Fever	6	0.66%
Lift Assist	6	0.66%
Pregnancy/Childbirth/Miscarriage	6	0.66%
Unconscious/Fainting/Near-Fainting	6	0.66%
Cardiac Arrest - Possible DOA	5	0.55%
Headache	5	0.55%
Automated Crash Notification	4	0.44%
Choking	4	0.44%
Epistaxis (Nosebleed)	4	0.44%
Eye Problem/Injury	4	0.44%
Head Injury	4	0.44%
Animal Bite	3	0.33%
Assist Police with a Citizen	3	0.33%
Chronic Illness/Medical Condition	3	0.33%
Healthcare Professional/Admission	3	0.33%
Heat/Cold Exposure	3	0.33%
Alcohol Detox/Withdrawal	2	0.22%
Cardiac dysrhythmia	2	0.22%
Dehydration	2	0.22%
Septic Shock	2	0.22%
Welfare Check	2	0.22%
Well Person Check	2	0.22%
	1	0.11%
Auto vs. Pedestrian	1	0.11%
Medical Alarm	1	0.11%
None	1	0.11%
Pandemic/Epidemic/Outbreak	1	0.11%
Pediatric Fever	1	0.11%
Stab/Gunshot Wound/Penetrating Trauma	1	0.11%
Transfer/Interfacility	1	0.11%
	Total: 914	Total: 100.00%

Runs by Patient Age Range in Years

Patient Age Range In Years	Number of Runs	Percent of Total Runs
	9	0.98%
< 1	7	0.77%
1 - 9	35	3.83%
10 - 19	48	5.25%
20 - 29	92	10.07%
30 - 39	95	10.39%
40 - 49	98	10.72%

Patient Age Range In Years	Number of Runs	Percent of Total Runs
50 - 59	113	12.36%
60 - 69	130	14.22%
70 - 79	167	18.27%
80 - 89	96	10.50%
90 - 99	22	2.41%
100 - 120	2	0.22%
	Total: 914	Total: 100.00%

Runs by Destination Name

Disposition Destination Name Delivered Transferred To (eDisposition.01)	Disposition Destination Code Delivered Transferred To (eDisposition.02)	Number of Runs	Percent of Total Runs
		289	31.62%
Banner Churchill Community Hospital	90012	26	2.84%
Carson Tahoe Regional Medical Center	90011-1	3	0.33%
Northern Nevada Medical Center	90117	180	19.69%
Not Applicable		51	5.58%
Reno VA Medical Center	90099-7	10	1.09%
Renown Regional Medical Center	90134	302	33.04%
Renown South Meadows Medical Center	90135	3	0.33%
Sierra Northern	89521	17	1.86%
St. Mary's Regional Medical Center	90024	33	3.61%
		Total: 914	Total: 100.00%

Average Run Time Summary Report (In Minutes)

Avg Unit Notified to Enroute In Minutes	Avg Unit Enroute to Arrived at Scene	Avg Unit Arrived on Scene to Left Scene	Avg Unit Left Scene to Arrived at Dest	Avg Patient Arrived at Destination to Patient Transfer of Care	Avg Patient Arrived at Destination to Unit Back in Service	Number of Runs
2.36	5.01	19.82	37.27	8.51	63.57	914

Chute Time

Incident Unit Notified By Dispatch To Unit En Route Range In Minutes	Number of Runs	Percent of Total Runs
	34	3.72%
0 to <1	55	6.02%
1 to <2	339	37.09%
2 to <3	323	35.34%
3 to <4	97	10.61%
4 to 5	30	3.28%
> 5	36	3.94%
Total:	914	Total: 100.00%

En-route Time

Incident Unit En Route To Unit Arrived On Scene Range In Minutes	Number of Runs	Percent of Total Runs
	37	4.05%
0 to <5	501	54.81%
5 to <10	336	36.76%
10 to 15	30	3.28%
> 15	10	1.09%
Total:	914	Total: 100.00%

Scene Time

Top 10 Records Of 14 Displayed

Incident Unit Arrived On Scene To Unit Left Scene Range In Minutes	Number of Runs	Percent of Total Runs
	339	37.09%
0 to <5	5	0.55%
5 to <10	56	6.13%
10 to <15	111	12.14%
15 to <20	157	17.18%
20 to <25	115	12.58%
25 to <30	68	7.44%
30 to <35	36	3.94%
35 to <40	15	1.64%
40 to <45	6	0.66%
Total:	908	Total: 99.34%

Transport Time

Incident Unit Left Scene To Patient Arrived At Destination Range In Minutes	Number of Runs	Percent of Total Runs
	340	37.20%
> 15	574	62.80%
Total:	914	Total: 100.00%

Report Filters

Incident Date: is after 'This Year'

Agency Name (Dagency.03): is in 'North Lyon County Fire Protection District'

NFPA - Major Fires - Top 3 Property Loss Fires

Incident Date Time	Incident Number	Arson Property Ownership	Property Use	Address	Civilian Deaths	Property Loss
04/30/2023 01:49:23	231183		Highway or divided highway	IR80W 43 MM WADSWORTH, NV 89442	1	\$560,000
04/29/2023 10:33:04	231171		Restaurant or cafeteria	110 MAIN FERNLEY, NV 89408	0	\$250,000
02/21/2023 15:19:43	230536		Residential, other	226 EMIGRANT FERNLEY, NV 89408	0	\$50,000
03/15/2023 17:35:29	230741		Highway or divided highway	IR80 W / PAINTED ROCK WADSWORTH, NV 89442	0	\$50,000
03/26/2023 08:28:07	230841		Street or road in commercial area	HILL RANCH RD & STATE ROUTE 427 WADSWORTH, NV 89442	0	\$50,000
05/11/2023 02:02:13	231271.1		Residential, other	306 LARIAT FERNLEY, NV 89408	0	\$50,000
01/19/2023 05:39:04	230180		1 or 2 family dwelling	61 Parkland FERNLEY, NV 89408	0	\$8,000
04/15/2023 15:31:52	231061		Vacant lot	970 MESA FERNLEY, NV 89408	0	\$5,000
04/05/2023 10:59:28	230936		Playground	WINNIE'S LN & RAWLES FERNLEY, NV 89408	0	\$2,500
03/09/2023 11:43:56	230681		Outside or special property, other	MISSION FERNLEY, NV 89408	0	\$2,000

NFPA - Breakdown of Structure Fires and Other Fires and Incidents

Top 10 Records Of 15 Displayed

Basic Incident NFPA Type	Number of Fires	Number of Civilian Fire Deaths	Number of Civilian Fire Injuries	Estimated Property Damage and Contents From Fire (in Dollars)
*NA	6	0	0	
01. Private Dwellings (1 or 2 family), including mobile homes (FPU 419)	3	0	0	\$20,000
04. All Other Residential (dormitories, boarding houses, tents, etc.) (FPU 400, 439, 459-499)	3	0	0	\$125,000
06. Public Assembly (church, restaurant, clubs, etc.) (FPU 100-199)	4	0	0	\$377,500
09. Stores and Offices (FPU 500-599)	1	0	0	
14a. Fires in Highway Vehicles (autos, trucks, buses, etc.) (IT 131-132, 136-137)	6	1	0	\$922,500
15. Fires outside of Structures with Value Involved, but Not Vehicles (outside storage, crops, timber, etc.) (IT 140,141,161-162,164,170-173)	3	0	0	
16. Fires in Brush, Grass, Wildland (excluding crops and timber), with no value involved. (IT 142-143)	3	0	0	\$0
17. Fires in Rubbish, Including Dumpsters (outside of structures), with no value involved. (IT 150-155)	3	0	0	\$0
18. All Other Fires. (IT 100, 160, 163)	5	0	0	

NFPA - 5. Total Residential Fires (Sum 1- 4 above)

Fires In Structures By Fixed Property Use (Occupancy)	Number of Fires	Number of Civilian Fire Deaths	Number of Civilian Fire Injuries	Estimated Property Damage and Contents from Fire
5. TOTAL RESIDENTIAL FIRES (Sum of lines 1 through 4)	6	0	0	\$145,000

NFPA - 13. Totals For Structure Fires (Sum 5 - 12 above)

Fires In Structures By Fixed Property Use (Occupancy)	Number of Fires	Number of Civilian Fire Deaths	Number of Civilian Fire Injuries	Estimated Property Damage and Contents from Fire
13. TOTALS FOR STRUCTURE FIRES (Sum of lines 5 through 12)	11	0	0	\$522,500

NFPA - 19. Total For Fires (Sum 13 -18 above)

Fires In Structures By Fixed Property Use (Occupancy)	Number of Fires	Number of Civilian Fire Deaths	Number of Civilian Fire Injuries	Estimated Property Damage and Contents from Fire
19. TOTALS FOR FIRES (Sum of lines 13 through 18)	31	1	0	\$1,445,000

NFPA - 25. Total For All Incidents (Sum 19 - 24 above)

Fires In Structures By Fixed Property Use (Occupancy)	Number of Fires	Number of Civilian Fire Deaths	Number of Civilian Fire Injuries	Estimated Property Damage and Contents from Fire
25. TOTAL FOR ALL INCIDENTS (Sum of lines 19 through 24)	1,307	1	0	\$1,496,000

NFPA - Breakdown of False Alarm Responses

Basic Incident NFPA False Alarm Type	Number of Incidents
02. System Malfunction (IT 730-739)	6
03. Unintentional (tripping on interior device accidentally, etc.) (IT 740-749)	3
04. Other False Alarms (bomb scares, etc.) (IT 721, 700)	79

NFPA - Fire Service Exposure and Injuries - Totals

Total Firefighters Exposed To Infectious Diseases	Total Firefighters Exposed to Hazardous Conditions	Total Firefighters with non-fatal Injuries
0	0	1

Report Filters

Basic Incident Date Time: is after 'This Year'

Agency Name: is in 'North Lyon County Fire Protection District'

Management Analysis
Prepared for you by
National Business Factors, Inc.

Prepared for:
NORTH LYON COUNTY FPD
Client # NLFPD6020C

Period Ending: 04/30/23

Date	Assignments		Cancelled		Average	
	#	Amount	#	\$ Amount	Age	\$ Bal
May-22	-	-	-	-	-	-
Jun-22	-	-	-	-	-	-
Jul-22	-	-	-	-	-	-
Aug-22	-	-	-	-	-	-
Sep-22	-	-	-	-	-	-
Oct-22	-	-	-	-	-	-
Nov-22	-	-	-	-	-	-
Dec-22	-	-	-	-	-	-
Jan-23	-	-	-	-	-	-
Feb-23	-	-	-	-	-	-
Mar-23	-	-	-	-	-	-
Apr-23	-	-	-	-	-	-
Totals	-	\$ -	-	\$ -	-	\$ -
Net Assignments this year	-	\$ -	-	\$ -	-	\$ -
One year ago this month	-	\$ -	-	\$ -	-	\$ -

Contingent Fee Collections	
Date	Amount
May-22	1,501
Jun-22	575
Jul-22	525
Aug-22	366
Sep-22	150
Oct-22	150
Nov-22	160
Dec-22	179
Jan-23	200
Feb-23	224
Mar-23	1,823
Apr-23	162
Totals	\$ 6,016
One year ago this month	\$ 908

Total Open Inventory \$ 2,810,356

This Year's recovery % 8%

Inception Date (01-16-12) Recovery % 8%

Management Analysis
Prepared for you by
National Business Factors, Inc.

Prepared for:
NORTH LYON COUNTY FPD
Client # NLFPD6250C

Period Ending: 04/30/23

Date	Assignments		Cancelled		Average	
	#	Amount	#	\$ Amount	Age	\$ Bal
May-22	35	74,032	-	-	275	2,115
Jun-22	3	8,211	-	-	302	2,737
Jul-22	-	-	-	-	-	-
Aug-22	53	118,081	-	-	294	2,228
Sep-22	4	10,980	-	-	335	2,745
Oct-22	19	52,004	-	-	339	2,737
Nov-22	2	5,068	-	-	344	2,534
Dec-22	-	-	-	-	-	-
Jan-23	51	126,135	-	-	299	2,473
Feb-23	5	15,174	1	36	321	3,035
Mar-23	21	63,850	-	-	346	3,040
Apr-23	-	-	-	-	-	-
Totals	193	\$ 473,536	1	\$ 36	317	\$ 2,627
Net Assignments this year	192	\$ 473,500				

One year ago this month - \$ -

Contingent Fee Collections	
Date	
May-22	882
Jun-22	2,577
Jul-22	2,929
Aug-22	251
Sep-22	25
Oct-22	25
Nov-22	25
Dec-22	525
Jan-23	25
Feb-23	3,543
Mar-23	510
Apr-23	25
Totals	\$ 11,342

One year ago this month \$ 3,478

Total Open Inventory \$ 983,477

This Year's recovery % 3%

Inception Date (01-16-12) Recovery % 2%

NLCFPD

Statement of Revenues and Expenditures - Revenues Expenditures VS Budget - Fire 2023
From 7/1/2022 Through 6/30/2023

	Current Period Budget - 2023 Original	Current Year Actual	Total Budget Variance - 2023 Original
REVENUES			
Taxes			
Ad Valorem Taxes	1,913,260.00	1,607,248.92	(306,011.08)
Consolidated Taxes	<u>248,281.00</u>	<u>107,980.38</u>	<u>(140,300.62)</u>
Total Taxes	2,161,541.00	1,715,229.30	(446,311.70)
Other Revenue			
Mutual Aid	550,000.00	0.00	(550,000.00)
Contracts	535,000.00	316,754.48	(218,245.52)
Interlocal	15,000.00	0.00	(15,000.00)
Grants	730,000.00	0.00	(730,000.00)
Inspections	22,000.00	15,611.33	(6,388.67)
Hazmat Permits	80,000.00	4,800.00	(75,200.00)
Fire and Safety Reviews	160,000.00	84,125.00	(75,875.00)
Operational Permits	20,000.00	2,992.50	(17,007.50)
Cost Recovery	0.00	0.00	0.00
Ambulance Fees	0.00	0.00	0.00
GEMT Ambulance	0.00	0.00	0.00
Ambulance Subscription	0.00	0.00	0.00
Miscellaneous Revenue	35,000.00	273,916.24	238,916.24
Other	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Total Other Revenue	<u>2,147,000.00</u>	<u>698,199.55</u>	<u>(1,448,800.45)</u>
Total REVENUES	<u>4,308,541.00</u>	<u>2,413,428.85</u>	<u>(1,895,112.15)</u>

EXPENDITURES

Personnel Expenses			
Salaries and Wages	1,459,665.00	858,312.53	601,352.47
Temporary Salaries	85,800.00	146,960.52	(61,160.52)
Overtime	307,000.00	288,255.10	18,744.90
Holiday	68,268.00	73,892.54	(5,624.54)
Uniforms	12,200.00	25,912.93	(13,712.93)
Employee Physicals	20,000.00	2,845.00	17,155.00
PERS Retirement	601,253.00	403,731.88	197,521.12
Employer Taxes and Fees	18,500.00	23,383.29	(4,883.29)
Workers Comp	104,926.00	146,753.50	(41,827.50)
Health Insurance	242,198.00	103,759.35	138,438.65
Contract Obligations	61,000.00	1,210.16	59,789.84
Cadets	<u>7,500.00</u>	<u>3,297.79</u>	<u>4,202.21</u>
Total Personnel Expenses	2,988,310.00	2,078,314.59	909,995.41
Office Operating Expenses			
Office Supplies and Postage	12,000.00	7,241.67	4,758.33
Office Equipment & IT	17,000.00	12,045.42	4,954.58
Books and Publications	3,000.00	789.80	2,210.20
Fire Prevention Public Education	5,000.00	122.28	4,877.72
Insurance	37,000.00	29,532.55	7,467.45
Professional Fees	71,000.00	64,570.41	6,429.59
Dues	4,000.00	2,056.00	1,944.00
Travel	1,000.00	0.00	1,000.00
Wildland Travel	14,000.00	47,343.14	(33,343.14)
Other	<u>0.00</u>	<u>799.16</u>	<u>(799.16)</u>
Total Office Operating Expenses	164,000.00	164,500.43	(500.43)
Personnel Operating Expenses			

NLCFPD

Statement of Revenues and Expenditures - Revenues Expenditures VS Budget - Fire 2023
From 7/1/2022 Through 6/30/2023

	Current Period Budget - 2023 Original	Current Year Actual	Total Budget Variance - 2023 Original
Training	15,000.00	(1,100.00)	16,100.00
Recruitment and Retention	12,500.00	2,755.00	9,745.00
Safety Equipment	5,000.00	0.00	5,000.00
Turnouts	23,000.00	32,570.13	(9,570.13)
Total Personnel Operating Expenses	55,500.00	34,225.13	21,274.87
Vehicle Operating Expenses			
Heavy Apparatus	20,000.00	23,205.77	(3,205.77)
Light Fleet	8,000.00	14,312.26	(6,312.26)
Ambulance Fleet	0.00	0.00	0.00
Wildland Fleet	5,000.00	19,820.52	(14,820.52)
Misc and Other	2,000.00	721.15	1,278.85
Vehicle Fuel	83,000.00	40,242.04	42,757.96
Total Vehicle Operating Expenses	118,000.00	98,301.74	19,698.26
Equipment Supplies Operating Expenses			
Medical Supplies	2,000.00	0.00	2,000.00
Equipment Non Capital	5,000.00	25,142.08	(20,142.08)
Communications	21,500.00	5,673.60	15,826.40
Operating Supplies	6,000.00	7,767.86	(1,767.86)
Small Equipment R & M	11,000.00	15,884.51	(4,884.51)
Total Equipment Supplies Operating Expenses	45,500.00	54,468.05	(8,968.05)
Station Operating Expenses			
Station Repair & Maintenance 61	28,000.00	29,734.68	(1,734.68)
Station Repair & Maintenance 62	8,000.00	39.99	7,960.01
Utilities 61	13,000.00	16,023.62	(3,023.62)
Utilities 62	10,000.00	0.00	10,000.00
Total Station Operating Expenses	59,000.00	45,798.29	13,201.71
Other Non Operating Expenses			
Contingency	0.00	0.00	0.00
Capital Outlay	629,232.00	174,969.49	454,262.51
Depreciation	0.00	0.00	0.00
Debt Payments	42,000.00	28,000.00	14,000.00
Lease Payments	143,768.00	187,194.47	(43,426.47)
Interfund Transfers	0.00	0.00	0.00
Total Other Non Operating Expenses	815,000.00	390,163.96	424,836.04
Total EXPENDITURES	4,245,310.00	2,865,772.19	1,379,537.81
REVENUES IN EXCESS OF EXPENDITURES	63,231.00	(452,343.34)	(515,574.34)

NLCFPD

Statement of Revenues and Expenditures - Revenues Expenditures VS Budget - Ambulance 2023
From 7/1/2022 Through 6/30/2023

	Current Period Budget - 2023 Original	Current Year Actual	Total Budget Variance - 2023 Original
REVENUES			
Taxes			
Ad Valorem Taxes	0.00	0.00	0.00
Consolidated Taxes	0.00	0.00	0.00
Total Taxes	0.00	0.00	0.00
Other Revenue			
Mutual Aid	0.00	0.00	0.00
Contracts	0.00	0.00	0.00
Interlocal	15,000.00	0.00	(15,000.00)
Grants	0.00	5,800.00	5,800.00
Inspections	0.00	0.00	0.00
Hazmat Permits	0.00	0.00	0.00
Fire and Safety Reviews	0.00	0.00	0.00
Operational Permits	16,000.00	0.00	(16,000.00)
Cost Recovery	0.00	0.00	0.00
Ambulance Fees	2,100,000.00	854,362.81	(1,245,637.19)
GEMT Ambulance	450,000.00	0.00	(450,000.00)
Ambulance Subscription	35,000.00	9,100.00	(25,900.00)
Miscellaneous Revenue	5,000.00	249,118.18	244,118.18
Total Other Revenue	2,621,000.00	1,118,380.99	(1,502,619.01)
Total REVENUES	2,621,000.00	1,118,380.99	(1,502,619.01)
EXPENDITURES			
Personnel Expenses			
Salaries and Wages	1,085,727.00	619,952.42	465,774.58
Temporary Salaries	70,800.00	640.00	70,160.00
Overtime	100,000.00	131,802.98	(31,802.98)
Holiday	56,392.00	27,822.08	28,569.92
Uniforms	8,000.00	4,264.52	3,735.48
Employee Physicals	0.00	536.00	(536.00)
PERS Retirement	454,399.00	373,598.39	80,800.61
Employer Taxes and Fees	15,600.00	16,069.16	(469.16)
Workers Comp	94,775.00	0.00	94,775.00
Health Insurance	212,000.00	201,550.97	10,449.03
Contract Obligations	0.00	0.00	0.00
Cadets	0.00	(1,129.00)	1,129.00
Total Personnel Expenses	2,097,693.00	1,375,107.52	722,585.48
Office Operating Expenses			
Office Supplies and Postage	0.00	1,768.21	(1,768.21)
Office Equipment & IT	4,000.00	451.92	3,548.08
Books and Publications	0.00	0.00	0.00
Fire Prevention Public Education	0.00	0.00	0.00
Insurance	20,000.00	29,524.39	(9,524.39)
Professional Fees	0.00	18,373.73	(18,373.73)
Dues	0.00	212.00	(212.00)
Travel	0.00	0.00	0.00
Wildland Travel	0.00	0.00	0.00
Other	0.00	2,024.57	(2,024.57)
Total Office Operating Expenses	24,000.00	52,354.82	(28,354.82)
Personnel Operating Expenses			
Training	5,000.00	1,362.99	3,637.01

NLCFPD

Statement of Revenues and Expenditures - Revenues Expenditures VS Budget - Ambulance 2023

From 7/1/2022 Through 6/30/2023

	Current Period Budget - 2023 Original	Current Year Actual	Total Budget Variance - 2023 Original
Recruitment and Retention	0.00	0.00	0.00
Safety Equipment	0.00	0.00	0.00
Turnouts	6,000.00	0.00	6,000.00
Total Personnel Operating Expenses	11,000.00	1,362.99	9,637.01
Vehicle Operating Expenses			
Heavy Apparatus	0.00	0.00	0.00
Light Fleet	0.00	0.00	0.00
Ambulance Fleet	12,000.00	14,642.99	(2,642.99)
Wildland Fleet	0.00	348.75	(348.75)
Misc and Other	1,000.00	0.00	1,000.00
Vehicle Fuel	50,000.00	58,025.35	(8,025.35)
Total Vehicle Operating Expenses	63,000.00	73,017.09	(10,017.09)
Equipment Supplies Operating Expenses			
Medical Supplies	60,000.00	78,910.54	(18,910.54)
Equipment Non Capital	2,000.00	7,705.60	(5,705.60)
Communications	4,000.00	28,522.98	(24,522.98)
Operating Supplies	2,000.00	4,679.31	(2,679.31)
Small Equipment R & M	85,000.00	68,330.91	16,669.09
Total Equipment Supplies Operating Expenses	153,000.00	188,149.34	(35,149.34)
Station Operating Expenses			
Station Repair & Maintenance 61	8,000.00	75.00	7,925.00
Station Repair & Maintenance 62	2,000.00	24,823.40	(22,823.40)
Utilities 61	6,000.00	841.78	5,158.22
Utilities 62	5,000.00	27,878.68	(22,878.68)
Total Station Operating Expenses	21,000.00	53,618.86	(32,618.86)
Other Non Operating Expenses			
Capital Outlay	58,000.00	0.00	58,000.00
Depreciation	108,600.00	0.00	108,600.00
Lease Payments	0.00	0.00	0.00
Interfund Transfers	0.00	0.00	0.00
Total Other Non Operating Expenses	166,600.00	0.00	166,600.00
Total EXPENDITURES	2,536,293.00	1,743,610.62	792,682.38
REVENUES IN EXCESS OF EXPENDITURES	84,707.00	(625,229.63)	(709,936.63)



poolpact.com
The Power of the POOL

NEVADA PUBLIC AGENCY INSURANCE POOL MEMBER COVERAGE SUMMARY

Prepared For:

North Lyon County Fire Protection District

Prepared By:

LP Insurance Services, Inc.

**THANK YOU FOR
YOUR
MEMBERSHIP!**



Dear POOL Member:

Thank you for your continuing leadership commitment to serving your communities by fulfilling your public service mission. The POOL continues to offer programs, services and support for Members' financial security and collaborating with you in support of your mission.

This Member Coverage Summary reflects the successful negotiations with multiple markets to obtain cost-effective terms, conditions and pricing for approval by the POOL Board on behalf of all Members.

As owners of the POOL, you approved the extensive risk management services, such as POOL/PACT HR services including its training courses and ELearning modules on important HR topics. Enrollment in POOL's ELearning programs including Target Solutions Fire/EMS training, KnowBe4 email security training continues to reach an increasing number of employees for convenient and cost-effective learning. Our ongoing focus on law enforcement policies and practices targeted jail and road operations with onsite and virtual assessments and sample policies.

We encourage you to discuss the POOL's services with staff and your agent. We regularly update our website and encourage you to visit www.poolpact.com to utilize a growing base of HR and risk management information in the resource libraries. While there, look for the POOL Coverage documents, board and committee agendas and minutes.

Thanks to all Member volunteers who serve on our boards and committees. These volunteers do a superb job of representing the interests of the Members of your POOL.

Sincerely,

Wayne Carlson
Executive Director
Nevada Public Agency Insurance Pool



NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

RENEWAL PROPOSAL	COVERAGE PERIOD	NAMED ASSURED	MAINTENANCE DEDUCTIBLE
	07/01/2023 – 07/01/2024 Standard Time	North Lyon County Fire Protection District	\$2,500

Property Coverage

Coverage	Limit per Loss	
Property	\$300,000,000	Per Schedule of Locations

The following sub-limits apply to Section V. C. Extensions of Property Coverage:

Accounts Receivable	\$5,000,000 per loss
Arson Reward	10% up to \$25,000 per loss
Debris Removal - Mold/ Asbestos	\$100,000
Earthquake	\$150,000,000 aggregate
Flood	\$150,000,000 aggregate \$25,000,000 aggregate - Flood Zone A
Equipment Breakdown	\$100,000,000 per loss
<ul style="list-style-type: none"> Loss of Income & Extra Expense 	included
<ul style="list-style-type: none"> Hazardous Substance Coverage 	\$250,000 per loss
<ul style="list-style-type: none"> Spoilage Coverage 	\$250,000 per loss
<ul style="list-style-type: none"> Data Restoration 	\$100,000 per loss
<ul style="list-style-type: none"> Electrical Risk Improvements 	\$10,000
Expediting Expenses	\$25,000 per loss
Unintentional Errors and Omissions	\$5,000,000 per loss
Money and Securities	\$500,000 per loss
Ordinance or Law – LEED Building	\$500,000
Agreed Value Vehicles	Per Attachment D, if applicable



NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

Liability Coverage

The Limits of Liability are as follows:

Coverage	Limit per Named Assured	Annual Aggregate Limit per Named Assured
Per Event	\$10,000,000	\$10,000,000
<i>All Sublimits are a part of and not in addition to the Limits of Liability.</i>		
<i>Liability Sublimits:</i>		
<ul style="list-style-type: none"> • Additional Assured (Lessors) (Section I, item 2) 	\$2,000,000	
<ul style="list-style-type: none"> • Weed Spray Property Damage (Section IV, item 3 (B) (2) (ix)) 	\$250,000	\$250,000
<ul style="list-style-type: none"> • Emergency Response to Pollution (Section IV, item 3 (B) (2) (v)) 	\$1,000,000	\$1,000,000
<ul style="list-style-type: none"> • Criminal Defense Fees and Costs (Section VI, part C, item 4) 	\$50,000	\$50,000
<ul style="list-style-type: none"> • Defense for Regulatory Agency Actions (Section VI, part C, item 16) 	\$50,000	
Sexual Abuse Sublimit (Section VI, part C, item 21)	\$2,500,000	\$2,500,000
<i>Retroactive Date</i>		<i>May 1, 1987 except as shown in Attachment C</i>



NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

Cyber Risk Coverage Form

CYBER SECURITY RISK COVERAGE			
PART ONE: Terms and Conditions			
SECURITY RISK COVERAGE LIMITS	Limit per Named Assured Per PRIVACY OR SECURITY EVENT	Annual Aggregate Limit Per All Named Assureds	
PART TWO: Privacy or Security Liability Limits	\$1,000,000	\$ 1,000,000 up to \$15,000,000 aggregate all POOL Members combined	
<i>The following sub-limits are a part of and not in addition to the Limits of Liability:</i>			
PART THREE: Security Failure/Privacy Event Management Coverage	\$100,000		
PART FOUR: Network Interruption Coverage	\$250,000		
Proof of Loss Preparation Costs (as defined), (Separate Limit)	\$50,000		
Retroactive Date	July 1, 2013		



NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

Environmental Liability Coverage

The Limits of Liability are as follows:

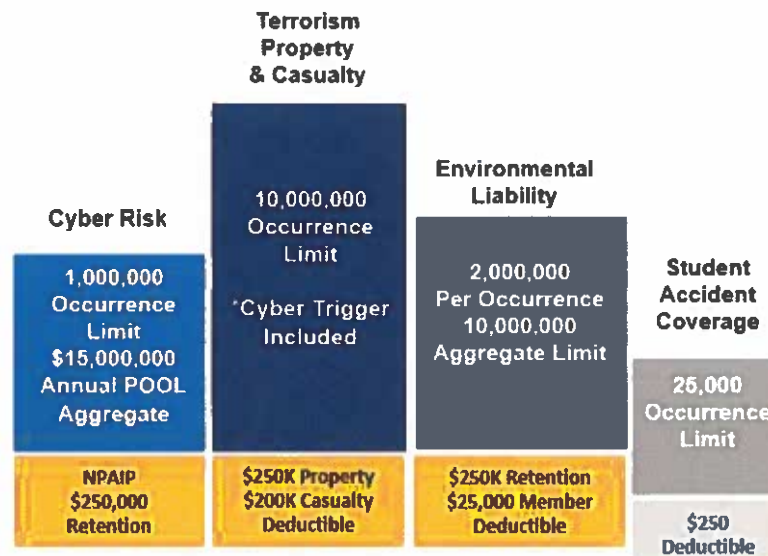
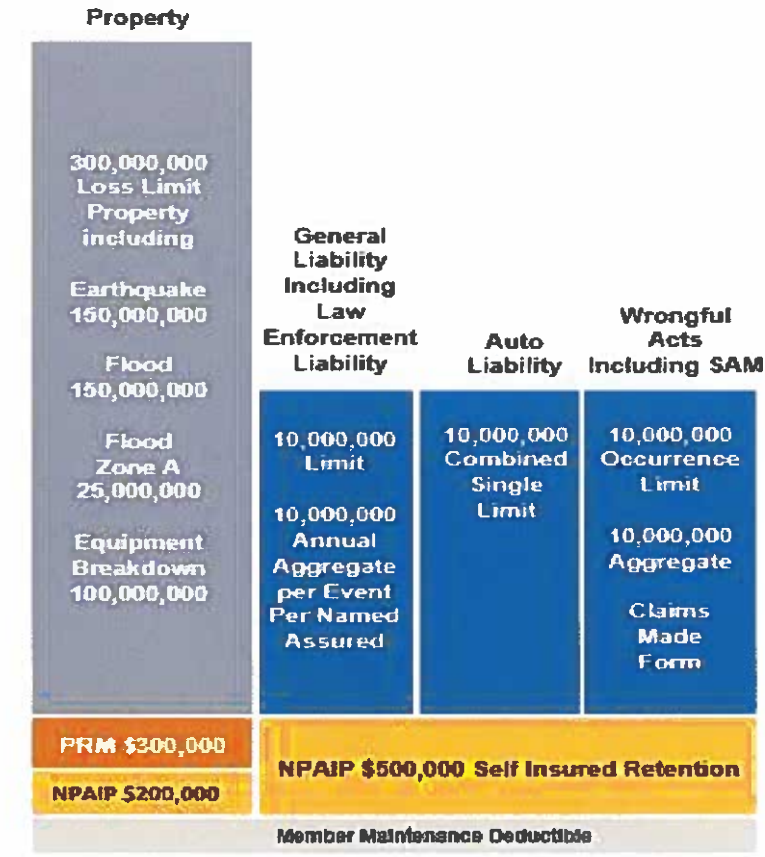
Coverage A	Third Party Claims for Bodily Injury, Property Damage or Remediation Expense
Coverage B	First Party Remediation Expense
Coverage C	Emergency Response Expense
Coverage D	Business Interruption

COVERAGE	DEDUCTIBLE	EACH INCIDENT LIMIT	AGGREGATE LIMIT
A,B,C	\$25,000	\$2,000,000	\$10,000,000

COVERAGE	DEDUCTIBLE	BUSINESS INTERRUPTION LIMIT (Days)	BUSINESS INTERRUPTION LIMIT (\$)
D	3 Days	365	\$2,000,000



NPAIP 2023-2024 Program Structure



This summary is intended for reference only. For specific terms, conditions, limitations and exclusions, please refer to the POOL Coverage Form and Cyber Risk Coverage Form edition July 1, 2023.



NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

Member Contribution:

Total Cost:	\$58,589.69
Agent Compensation:	\$4,100.02
Total Program Cost Including All POOL Services:	\$62,689.71



NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

The current market conditions hardened globally due to the economic inflation. This caused a strain on the capacity that reinsurers can provide and is reflective on rates charged. Pricing is based on exposures, such as Total Insured Values, Number of Employees, Amount of Payroll, Number of Law Enforcement, Firefighters, EMT's, and the Number of Vehicles (below is a breakdown of your exposures year-over-year exposures). Claim loss is a part of the price model, but this year, more than any other, Carrier Capacity is driving pricing increases.

For All Members Property, NPAIP obtained a lower rate increase compared to the standard increases received in the market.

Municipality Liability for NPAIP continues to be impacted by adverse loss development related to social inflation, law enforcement and climate change.

The School Liability for NPAIP continues to be impacted by large settlements due to Wrongful Acts including Sexual Abuse and Molestation.

Coverage:

Maintenance Deductible:	\$2,500
-------------------------	---------

	2022	2023	Percent (%) Change
Program Cost Comparison	\$59,048.78	\$62,689.71	6.17%

Key Exposures:

	2022	2023	Percent (%) Change
Payroll	\$2,003,427		-100.00%
Total Insured Values	\$13,693,357	\$14,215,275	3.81%
Auto Count	22	20	-9.09%
Law Enforcement	0		0.00%
Employees	30		-100.00%
EMT's	30	51	70.00%
Student ADA	0	0	0.00%
Teachers	0	0	0.00%



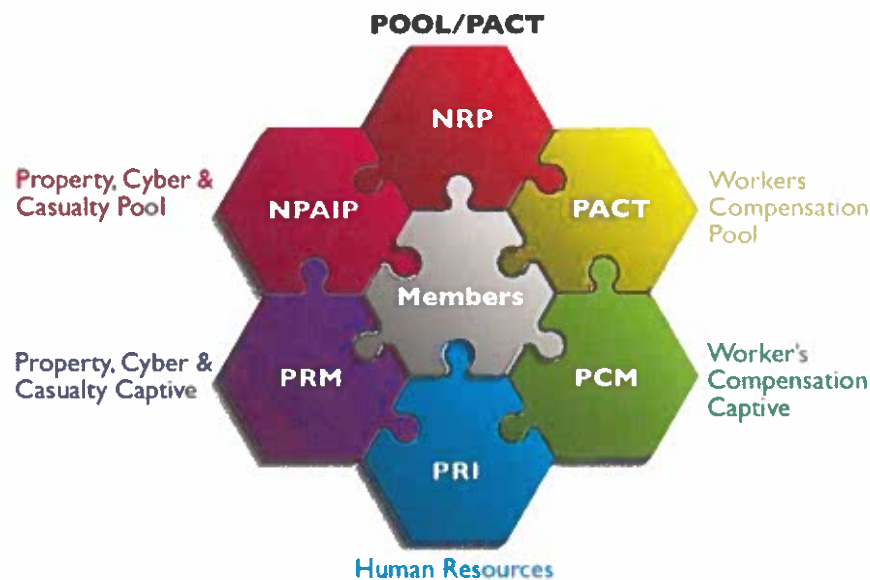
POOL/PACT – HERE FOR YOU

Members Helping Members

In 1987, four Nevada counties formed their own risk sharing pool. Now over thirty years later, the majority of Nevada's public entities remain committed to each other and the mission of their risk pool organization. POOL/PACT continues to excel in providing an unparalleled level of service to our members. Our mission seeks to help members manage their risks so they can serve the public effectively.

The POOL Board is comprised of dedicated, hardworking, and ethical Member leaders focused on public risk management. They continue to do an excellent job of representing the interests of the Member-owners of POOL/PACT.

Our members continue to see great value in being part of POOL/PACT because of extensive services, which keeps membership retention strong. POOL/PACT encourages you to discuss the services we offer with your insurance agent – its valued partner in the POOL program.



POOL Executive Committee

Josh Foli - Chair (Lyon County)
Geof Stark – Vice Chair (Churchill County)
Amanda Osborne - Director (Elko County)
Dan Murphy - Director (Pershing Co.SD)
Gina Rackley – Fiscal Officer (Humboldt Co)
Ann Cyr - Director (Carson City SD)
Scott Lindgren - Director (TDFPD)

PACT Executive Committee

Paul Johnson - Chair (White Pine CSD)
Mike Giles – Vice Chair (City of Lovelock)
Amana Osborne - Trustee (Elko County)
Josh Foli – Fiscal Officer (Lyon County)
Robyn Dunckhorst - Trustee (Humboldt GH)
Craig Roissum - Trustee (City of Caliente)
Joe Westerlund – Trustee (Town of Tonopah)



RISK MANAGEMENT BENEFITS AND SERVICES

POOL/PACT LOSS CONTROL COMMITTEE

Develops, administers, and supervises Risk Management policy, procedure, and planning • Supports innovative risk reduction and/or mitigation programs • Develops and administers risk control techniques to reduce the frequency and severity of losses

ENTERPRISE RISK MANAGEMENT EXCELLENCE PROGRAM

A voluntary program developed to assist POOL/PACT members achieve operational excellence in the delivery of public service through effective risk management • Develops understanding of Enterprise Risk Management – that risk management efforts of one department have a direct impact, either positive or negative, on the enterprise as a whole

RISK MANAGEMENT GRANT PROGRAM

Educational Grants supporting risk management education and training opportunities • Risk Management Grants for risk management/mitigation projects or acquisitions • Visit www.poolpact.com/risk-grant.asp for more information

ONLINE SAFETY TRAINING

Active Shooter Response • Asbestos Awareness Training • Aversive Interventions • Back Safety in the Workplace • Bloodborne Pathogens Awareness • The Complex Quadriplex of Lifeguard Blindness • Cybersecurity Awareness • Ransomware Awareness • Defensive Driving • FERPA • GHS - Hazard Communication • Heat-Related Illness • HIPAA Privacy Rule • Lock-Out, Tag-Out • Mandatory Child Abuse Reporting Laws • MRSA Awareness for Correctional Employees • MRSA Awareness in Hospitals • Nevada Ethics in Government Law • Office Ergonomics • Open Meeting Law • OSHA – Rights and Responsibilities • Pool Chemical Safety • Slips, Trips, and Falls • Strip Search Training • Students in Transition • Sub-Administrator Training • Surviving an Active Shooter • Teaching Science Safely • Transporting Students with Special Needs • MSDSONline (SDS management)

LAW ENFORCEMENT AND FIRE PROTECTION

Partnership with Legal Liability Risk Management Institute (LLRMI) to provide Best-practice Road and Detention Operation Policies and Procedures • Detention Facility Assessments and Reports • Team Approach to Address Individual Needs Through Network of Subject Matter Experts in Law Enforcement, Jails/Corrections, Public Safety, and Criminal Justice • TargetSolutions Fire and EMS Training Platform • Mental Health – Fit for Retirement Wellness

SWIMMING POOL SAFETY POLICIES, INSPECTIONS, AND TRAINING

Aquatic Facility Assessment and Report • Annual Aquatic Risk Management Seminar • Best-practice Aquatic Facility Policy and Lifeguard Manual Templates

CYBERSECURITY TRAINING AND POLICIES

Onsite Passive Network Assessments (PNA) • Best-practice Data Security Policy Templates • Quarterly Cybersecurity Hot-Topic Webinars • Annual Cybersecurity Summit • KnowB4 Phishing Awareness Campaigns and Training • Knowb4 Cybersecurity Newsletter • Cyber Incident Response Plan Templates • Individualized Data- and Cybersecurity Advice and Support

SCHOOL DISTRICT EMERGENCY OPERATIONS PLANS, TRAINING, AND POLICIES

NRS-required Emergency Operation Plans (EOP) • Annual EOP updates • Emergency Management and Response Training • School Safety Training based on FEMA Guide for High Quality School Emergency Operations Plans • Hazard and Vulnerability Assessments and Reports

SITE SAFETY INSPECTIONS, TRAININGS, AND AUDITS

Playground & Parks Safety Surveys • Workstation Ergonomic Evaluations • Confined Space Risk Assessments • Facility Surveys • Fire Extinguisher Education • Respirator Fit Testing and Education • CPR/First Aid/AED • Accident Investigation Training • Back Safety and Lifting • Defensive and Distracted Driver Education • Workplace Violence • Personal Protective Equipment • Emergency Preparedness • OSHA Compliance Training • Written Workplace Safety Plan Training • Safety Committee Formation and Operation • Wellness/Health Education and Training

For More Information, Contact:

Marshall Smith, Risk Manager (marshallsmith@poolpact.com) or Jarrod Hickman, Risk Management Specialist (jarrodhickman@poolpact.com); (775) 885-7475; or visit www.poolpact.com.



PROGRAMS AND SERVICES AVAILABLE TO POOL/PACT MEMBERS



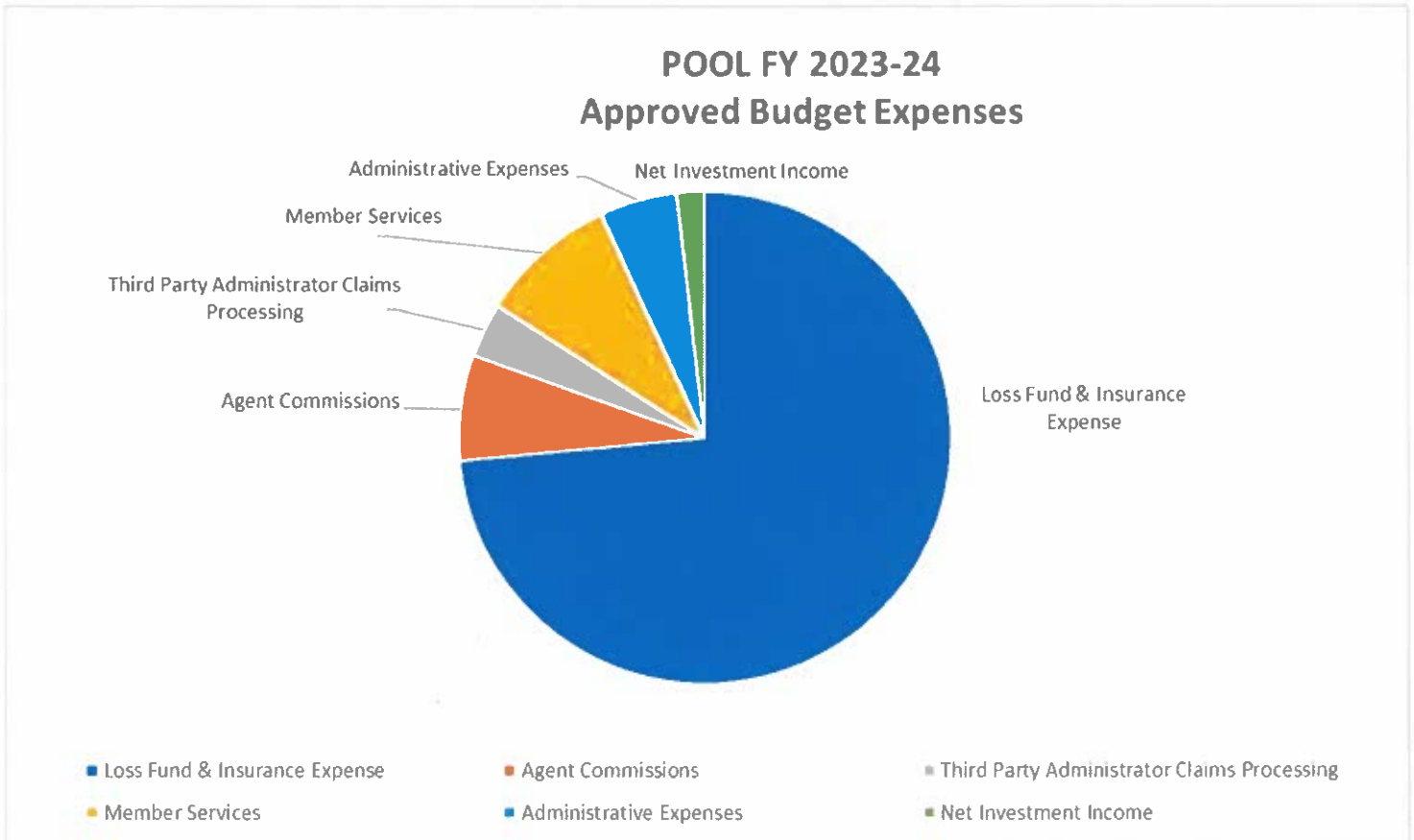
POOL/PACT HUMAN RESOURCES MEMBER SERVICES

A variety of services are offered through POOL/PACT HR. We work with each member individually to address their specific HR-related needs and reduce liability. The basic services include:

- Consultation with members to manage and resolve critical employment-related issues to include identifying options, providing step-by-step guidance, monitoring progress, and answering questions.
- In-person and virtual instructor-led training courses, workshops, and certificate programs.
- eLearning courses available 24/7.
- Webinars on HR-related topics.
- On-site assessments of members' HR practices with recommendations.
- Communication issued as "Alerts" to inform members of significant HR-related law or practice changes.
- On-site HR Briefings tailored to specific needs/requests of members.
- Sample personnel policies which may be adopted for use by members.
- Sample job description templates and numerous HR forms that can be tailored for use by members.
- Salary schedule database available on our website for member reference.
- Summary of HR-related legislation produced each legislative session.
- HR scholarships to assist member HR representatives in attaining nationally recognized HR certifications.
- Annual HR Conference providing HR representatives and CEOs valuable information on communication, leadership, and legal compliance.



POOL 2023-2024 APPROVED BUDGET AND EXPENSES



Pool Budget	Proposed Budget	% Allocation
Loss Fund & Insurance Expense	\$ 20,053,808	76.1%
Agent Commissions	\$ 1,609,366	6.1%
Third Party Administrator Claims Processing	\$ 800,575	3.0%
Member Services	\$ 2,098,808	8.0%
Administrative Expenses	\$ 1,236,831	4.7%
Net Investment Income	\$ 541,800	2.1%
Total Budget	\$ 26,341,188	100.0%



POOL/PACT CONTACTS

Nevada Risk Pooling (NRP) (775) 885 7475

Wayne Carlson, Executive Director, ext 132
waynecarlson@poolpact.com

Alan Kalt, Chief Financial Officer, ext 128
akalt@poolpact.com

Marshall Smith, Risk Manager, ext 104
marshallsmith@poolpact.com

Jarrold Hickman, Risk Manager, ext 133
jarroldhickman@poolpact.com

Mike Van Houten, eLearning Administrator, ext 101
eLearning@poolpact.com

Stephen Romero, Member Relations Manager, ext 110
stephenromero@poolpact.com

Jennifer Turner, Admin Data Analyst, ext 129
jenniferturner@poolpact.com

Pooling Resources, Inc. (POOL/PACT HR) (775) 887 2240

Stacy Norbeck, General Manager, ext 107
stacynorbeck@poolpact.com

Neal Freitas, Sr. HR Business Partner, ext 113
nealfreitas@poolpact.com

Ashley Creel, Sr. HR Business Partner, ext 105
ashleycreel@poolpact.com

Jeff Coulam, Sr. HR Business Partner, ext 106
jeffcoulam@poolpact.com

Lessly Monroy, HR Business Partner, ext 108
Lesslymonroy@poolpact.com

Sean Moyle, HR Business Partner, ext 103
seanmoyle@poolpact.com

Davies Claims Solutions

Donna Squires, Claims Manager
(775) 329 1181
Donna.squires@Davies-group.com

Margaret Malzahn, WC Claims Supervisor
(775) 329 1181
Margaret.malzahn@Davies-group.com



NPAIP MEMBERSHIP

Counties:

Carson City
Churchill County
Elko County
Esmeralda County
Eureka County
Humboldt County
Lander County
Lincoln County
Lyon County
Mineral County
Pershing County
Storey County
White Pine County

Cities:

Boulder City
City of Caliente
City of Carlin
City of Elko
City of Ely
City of Fernley
City of Lovelock
City of Wells
City of West Wendover
City of Winnemucca
City of Yerington

Towns:

Town of Gardnerville
Town of Genoa
Town of Minden
Town of Round Mountain
Town of Tonopah

School Districts:

Carson City School District
Churchill County School District
Douglas County School District
Elko County School District
Esmeralda County School District
Eureka County School District
Humboldt County School District
Lander County School District
Lincoln County School District
Lyon County School District
Mineral County School District
Nye County School District
Pershing County School District
Storey County School District
White Pine County School District

Fire Districts:

Moapa Valley Fire Protection District
Mt. Charleston Fire Protection District
North Lake Tahoe Fire Protection District
North Lyon County Fire Protection District
Pahranagat Valley Fire District
Tahoe Douglas Fire Protection District
Washoe County Fire Suppression
White Pine Fire District

Others:

Central Nevada Health District
Central Nevada Historical Society
Central Nevada Regional Water Authority
Community Chest, Inc
Consolidated Agencies of Human Services
County Fiscal Officers Association of Nevada
Douglas County Redevelopment Agency
Eight Judicial District
Elko Central Dispatch
Elko Convention & Visitors Authority
Humboldt River Basin Water Authority
Lincoln County Regional Development
Mineral County Housing Authority
Nevada Association of Counties
Nevada Commission for the Reconstruction of the V & T Railway
Nevada League of Cities
Nevada Risk Pooling, Inc.
Nevada Rural Housing Authority
Nevada Volunteers
NevadaWorks
Pooling Resources, Inc.
Regional Transportation Commission of Washoe County
Truckee Meadows Regional Planning Agency
U.S. Board of Water Commissioners
Virginia City Tourism Convention
Western Nevada Regional Youth Center
White Pine County Tourism

Special Districts:

Alamo Water & Sewer District
Amargosa Library District
Battle Mountain Hospital
Beatty Library District
Beatty Water & Sanitation District
Canyon General Improvement District
Carson-Truckee Water Conservancy District
Carson Water Subconservancy District
Churchill County Mosquito, Vector and Weed Control District

Special Districts (continue):

Douglas County Mosquito District
Douglas County Sewer
East Fork Swimming Pool District
Elko County Agricultural Association
Elko TV District
Fernley Swimming Pool District
Gardnerville Ranchos General Improvement District
Gerlach General Improvement District
Humboldt General Hospital
Incline Village General Improvement District
Indian Hills General Improvement District
Kingsbury General Improvement District
Lakeridge General Improvement District
Lincoln County Water District
Logan Creek Estates General Improvement District
Lovelock Meadows Water District
Marla Bay General Improvement District
Mason Valley Swimming Pool District
Minden Gardnerville Sanitation District
Moapa Valley Water District
Nevada Association of Conservation Districts
Nevada Association of School Boards
Nevada Association of School Superintendents
Nevada Tahoe Conservation District
Northern Nye County Hospital District
Pahrump Library District
Palomino Valley General Improvement District
Pershing County Water Conservation District
Sierra Estates General Improvement District
Silver Springs General Improvement District
Silver Springs Stagecoach Hospital
Skyland General Improvement District
Smoky Valley Library District
Southern Nevada Area Communication Council
Southern Nevada Health District
Stagecoach General Improvement District
Sun Valley General Improvement District
Tahoe Douglas District
Topaz Ranch General Improvement District
Tahoe Reno Industrial General Improvement District
Tonopah Library District
Walker Basin Conservancy
Walker River Irrigation District
Washoe County Water Conservation District
West Wendover Recreation District
Western Nevada Development District
White Pine Television District #1
Zephyr Cove General Improvement District
Zephyr Heights General Improvement District

**THANK YOU
FOR YOUR
MEMBERSHIP!**

MASTER PROFESSIONAL SERVICES CONTRACT
BETWEEN
NEVADA POWER COMPANY D/B/A NV ENERGY AND SIERRA PACIFIC POWER
COMPANY D/B/A NV ENERGY
AND
NORTH LYON COUNTY FIRE PROTECTION DISTRICT
FOR
Hazardous Fuels Mitigation/Removal and Fire Stand- By and Disaster Response 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 North Lyon County Fire Protection District, a NRS 474 Fire District, ("Contractor"), having its principal place of business at 195 Main Street, Fernley, NV 89408 enter into this Master Professional Services Contract (this "Contract") as of _____, 20__ ("Effective Date"). Company and Consultant individually may be referred to as a "Party" and collectively as "Parties."

BACKGROUND: Company desires to engage Consultant to perform or provide Hazardous Fuels Mitigation/Removal and Fire Stand- By and Disaster Response Services for its Natural Disaster Protection Department as more particularly described in the Contract. Consultant desires to perform the services for Company and represents to Company that Consultant and its Personnel have the experience, qualifications, and capabilities necessary to complete performance. The Contract was awarded by the Company's Procurement Department and will be administered by its Natural Disaster Protection Department.

The Contract consists of ARTICLE 1 through ARTICLE 51 and all incorporated exhibits and attachments. Signing by the Parties' authorized agents below constitutes a legal obligation to perform the Contract under the terms and conditions stated herein.

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

[NPC or SPPC or NV ENERGY]
"Company"

North Lyon County Fire Protection District
"Contractor"

By (Signature)

By (Signature)

<NAME>
<Title>

Jason Nicholl
Fire Chief

Date

Date

TABLE OF CONTENTS

ARTICLE 1.	DEFINITIONS.....	4
ARTICLE 2.	INDEPENDENT CONTRACT AWARD – COMPETITIVE.....	8
ARTICLE 3.	DESCRIPTION OF WORK.....	9
ARTICLE 4.	PURCHASE ORDERS.....	9
ARTICLE 5.	PERIOD OF PERFORMANCE.....	10
ARTICLE 6.	CONSIDERATION AND PAYMENT.....	10
ARTICLE 7.	TAXES.....	13
ARTICLE 8.	TRAVEL.....	13
ARTICLE 9.	RECORDS AND AUDIT.....	13
ARTICLE 10.	CREDIT REQUIREMENTS.....	Error! Bookmark not defined.
ARTICLE 11.	SECURITY.....	Error! Bookmark not defined.
ARTICLE 12.	RIGHT TO SET OFF.....	Error! Bookmark not defined.
ARTICLE 13.	AUTHORIZED REPRESENTATIVES AND NOTICE.....	13
ARTICLE 14.	EXAMINATION OF WORK AND PROGRESS REPORTS.....	15
ARTICLE 15.	CONTRACTOR CREDENTIAL REQUIREMENTS.....	15
ARTICLE 16.	WARRANTIES.....	15
ARTICLE 17.	CHANGES IN WORK.....	16
ARTICLE 18.	INSURANCE.....	16
ARTICLE 19.	INDEMNIFICATION.....	17
ARTICLE 20.	CONSULTANT’S PERSONNEL.....	17
ARTICLE 21.	ACCESS TO COMPANY’S FACILITIES.....	20
ARTICLE 22.	DEPARTMENT OF TRANSPORTATION.....	22
ARTICLE 23.	CONTRACTOR CONDUCT.....	22
ARTICLE 24.	SITE REGULATIONS.....	23
ARTICLE 25.	SAFETY; INJURY AND INCIDENT PREVENTION.....	23
ARTICLE 26.	CONFLICTS, ERRORS, OMISSIONS, OR DISCREPANCIES IN CONTRACT DOCUMENTS.....	24
ARTICLE 27.	DISPUTE RESOLUTION DUE TO CHANGES IN WORK.....	Error! Bookmark not defined.
ARTICLE 28.	WORK SUSPENSION.....	24
ARTICLE 29.	TERMINATION FOR CONVENIENCE.....	25
ARTICLE 30.	TERMINATION FOR CAUSE.....	25
ARTICLE 31.	DELAYS.....	Error! Bookmark not defined.
ARTICLE 32.	COMPLIANCE WITH LAWS.....	27
ARTICLE 33.	RELATIONSHIP OF PARTIES; NO THIRD PARTY BENEFICIARIES.....	29

ARTICLE 34.	CONFIDENTIAL INFORMATION	29
ARTICLE 35.	WORK PRODUCT	30
ARTICLE 36.	DISPUTE RESOLUTION	31
ARTICLE 37.	PRESS RELEASE	31
ARTICLE 38.	WORKING DAYS AND HOLIDAYS	31
ARTICLE 39.	DIVERSITY.....	32
ARTICLE 40.	ASSIGNMENT AND SUBCONTRACTING	32
ARTICLE 41.	GOVERNING LAW; JURISDICTION; WAIVER OF JURY TRIAL	33
ARTICLE 42.	NON-EXCLUSIVE RIGHTS	33
ARTICLE 43.	SEVERABILITY	33
ARTICLE 44.	INTEGRATION.....	33
ARTICLE 45.	ORDER OF PRECEDENCE	33
ARTICLE 46.	NO WAIVER.....	34
ARTICLE 47.	SURVIVAL	34
ARTICLE 48.	CYBERSECURITY.....	34
ARTICLE 49.	OFAC	38
ARTICLE 50.	PROHIBITED IMPORTS.....	39
ARTICLE 51.	CCPA	40

List of Exhibits

Exhibit A	Scope of Work and Specifications
Exhibit B	Pricing Schedule
Exhibit C	Special Conditions
Exhibit D	Site Specific Regulations
Exhibit E	Form of Purchase Order and Change Order
Exhibit F	Equipment and Supplies
Exhibit G	Security
Exhibit H	Guidelines for Expense Reimbursement
Exhibit I	Prohibited Vendors and Vendor Regions

ARTICLE 1. DEFINITIONS

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

- 1.1 **Acceptance** means the formal, express written acceptance by Company that Contractor is complete with all Work including punch list items. Work has been inspected and verified to project treatment scope of work.
- 1.2 **Actual Hours** means hours worked by Personnel or hours that Equipment is in actual operation (i.e. engine running, pump running, tracks turning, etc.).
- 1.3 **“Advance Funds”** means the amount paid by Company to Contractor for the advanced purchase of Equipment by Contractor approved by Company consistent with Exhibit F.
- 1.4 **BES (Bulk Electric System) Cyber System Information (BCSI)** shall mean information concerning CIPS Covered Assets that: (i) relates to the production, generation or transmission of energy; (ii) could be useful to a person planning an attack on critical infrastructure; and (iii) provides strategic information beyond the geographic location of the critical asset, and which is identified as BCSI by Company.
- 1.5 **Business Day** means every Day other than Saturday, Sunday or a legal holiday recognized by the State of Nevada.
- 1.6 **Change in Laws** shall mean (a) any change in the judicial or administrative interpretation of, or adoption of any Laws (excluding any Laws relating to taxes and excluding any Laws relating to the organization, existence, good standing, qualification, or licensing of Contractor or its Subcontractors in any jurisdiction) which is inconsistent or at variance with any Laws in effect on the Effective Date or (b) the imposition of any condition or requirement (except for any conditions or requirements which result from the acts or omissions of Contractor or any Subcontractor) not required as of the Effective Date affecting the issuance, renewal or extension of any Government approval (excluding any Government approval relating to the organization, existence, good standing, qualification, or licensing of Contractor or its Subcontractors in any jurisdiction).
- 1.7 **Company** means, collectively, Nevada Power Company and Sierra Pacific Power Company, each d/b/a NV Energy and each being a wholly-owned subsidiary of NV Energy, Inc., a Nevada corporation. NV Energy provides retail electric service to the public in Nevada.
- 1.8 **Company Facilities** shall mean any facilities owned, operated or otherwise controlled by Company which require Company authorization to obtain access.
- 1.9 **Company’s Project Manager** means Company’s designated representative who has the authority to act as the liaison between Company and Contractor .

- 1.10 **Confidential Information** shall mean: (i) proprietary information of Company; (ii) information marked or designated by Company as confidential, sensitive, or internal; (iii) BES Cyber System Information of Company; (iv) information, whether or not in written form and whether or not designated as confidential, which is known to Contractor as being treated by Company as confidential; (v) information provided to Company that Company is obligated to keep confidential (including but not limited to information that identifies an individual or customer of Company, such as customer account numbers, customer addresses, customer energy usage information, credit or bank account numbers, social security numbers, passport or driver's license numbers, whether or not such information is publicly available); and (vi) information developed by Contractor in connection with the performance of this Contract.
- 1.11 **Contract Price** means the total amount paid to the Contractor to perform the Work at the true burden cost to the contractor, pursuant to the terms and conditions set forth in this Contract, and authorized by a Purchase Order. "Price" means the consideration to be paid by Company to Contractor as specified in EXHIBIT B.
- 1.12 **Cyber Assets** shall mean programmable electronic devices, including the hardware, software, and data in those devices.
- 1.13 **Data** shall mean any information, formulae, algorithms, or other content that the Company or the Company's employees, agents and end users upload, create or modify using any software provided pursuant to the Contract. Data also includes user identification information and metadata which may contain Data or from which the Company's Data may be ascertainable.
- 1.14 **Day** means a calendar day, including Saturdays, Sundays, and holidays.
- 1.15 **Documentation** means all vegetation treatment documents, as-built drawings, drawings, isometrics, specifications (including the Specifications), studies, system descriptions, lists, diagrams, procedures, instructions, reports, test results, calculations, manuals, project schedules required by or referenced in EXHIBIT A, SCOPE OF WORK AND SPECIFICATIONS or elsewhere in this Contract, including all electronic originated and stored information and other data and information originated by Contractor or any Subcontractor specifically for the Work.
- 1.16 **Equipment** shall mean all products, equipment, materials, goods, parts, associated hardware, documentation, spare parts, data packages and software to be provided to Company, by Contractor, in conjunction with the Work. All equipment purchased by the Contractor shall be approved first by the Company.
- 1.17 **Final Payment** shall mean the amount Company is required to pay Contractor in accordance with the true burden cost of EXHIBIT B, PRICING SCHEDULE and the executed Purchase Order. The Final Payment may differ from original Purchase Order amount due to executed Actual Hours worked and the true burden cost , if applicable.

1.18 **Force Majeure Event** means any act or event that (a) the Party relying on the act or event can reasonably demonstrate is the cause of a delay in or prevents its performing an obligation under this Contract, (b) is beyond the control of the Party relying upon the act or event, and (c) is reasonably unforeseeable, (d) including any destruction of or damage to material items of equipment, or any interruption, suspension or interference with Contractor's, a Subcontractor's or Company's performance under this Contract, which is caused by landslides, lightning, earthquakes, hurricanes, tornadoes, explosions, floods, epidemics, acts of a public enemy, acts or threats of terrorism, wars, blockades, riots, rebellions, sabotage, insurrections, civil disturbances, or Change in Laws.

Notwithstanding the foregoing, Force Majeure Event will not include (i) any act or event resulting from the fault or negligence of such Party or its Subcontractors or their personnel, (ii) the failure of any person to take all reasonable precautions against reasonably foreseeable conditions on or at the Site or to mitigate the consequences of an event after its occurrence, (iii) shortages, cost increases, delays, breakage, improper handling, failures or unavailability of equipment or materials, except to the extent directly resulting from any cause described in (d) above, (iv) shortages, unavailability or cost increases of labor or manpower, (v) financial problems of the Party (including Subcontractors) claiming the Force Majeure or acts, events or conditions to the extent arising therefrom, (vi) changes in market conditions, including price fluctuations with respect to labor, materials, equipment or services, (vii) failure to apply for permits in a timely fashion, or (viii) any weather-related conditions at the Site except those listed in (d) above.

1.19 **Government** means any federal, state, city, local, or municipal government or agency.

1.20 **Hazardous Material** means any product, substance, chemical, material or waste, the presence, nature, quantity or intensity of existence, use, manufacture, disposal, transportation, spill release, or effect, by itself or in combination with other material present on the Site, is:

- (a) potentially injurious to the public health, safety or welfare, the environment, or the Site;
- (b) now or in the future regulated, monitored or listed as hazardous by any governmental authority; or
- (c) a basis for potential liability to any governmental agency or third party under any applicable Laws.

Hazardous Material includes but is not limited to asbestos, hydrocarbons, poly chlorinated biphenyls (pcb), petroleum, gasoline and crude oil and any product or byproduct of any of the foregoing.

1.21 **Intellectual Property Rights** means with respect to the rights of any person or entity in and to the commercially valuable and proprietary property, whether in tangible or intangible form:

- (a) trade secrets, copyrights, trademarks, service marks, logos, taglines, trade names, corporate names, trade dress rights, domain names, social media identification, handles and tags, patents and patent rights, designs and design rights, and utility models;
- (b) rights relating to innovations, inventions (whether patentable or not), invention disclosures and registrations, know-how, trade secrets, and confidential, technical, and non-technical information;
- (c) moral rights, neighboring rights, related rights, mask work rights, data collections, database protection rights, author's rights, and rights of publicity;
- (d) other industrial, proprietary and intellectual-property-related rights anywhere in the world and however designated, whether arising by operation of law, contract, license or otherwise, that exist as of the effective date of this Contract or later come into existence;
- (e) all registrations of, and applications to register any of, the foregoing anywhere in the world;

- (f) all renewals, extensions, continuations, reissuances, reexaminations, translations and derivatives of the foregoing, regardless of whether the rights have been registered with the appropriate authorities in accordance with Laws; and
 - (g) all goodwill associated with any of the foregoing.
- 1.22 **Laws** means all federal, state, and local codes, ordinances, rules, statutes, enactments, regulations, orders, binding directives, judgments, decrees, rulings, determinations, Permits, certificates, authorizations, and treaties of any governmental authority applicable to this Contract, the Work, the Site or a Party, as any of the foregoing may be amended or superseded from time to time.
- 1.23 **Permits** means all permits, licenses, authorizations, consents, decrees, waivers, privileges and approvals from and filings with any Government required for or material to the development, financing, ownership, construction, operation or maintenance of the Work in accordance with this Contract, including work permits, environmental permits, licenses and construction permits.
- 1.24 **Personnel** shall mean the employees of Contractor or any of its agents, Subcontractors, or independent contractors who are employed to perform Work under this Contract.
- 1.25 "Project Rates" means (Specified in EXHIBIT B) means rates established for equipment and vehicle usage on a project in which the entity paying for the work contributed funding toward the purchase of agency equipment and/or vehicles. Applies to all company equipment/vehicles including that not funded by entity
- 1.26 **Purchase Order** or **PO** shall mean the document which is used to engage Contractor to perform Work pursuant to the terms and conditions set forth in this Contract.
- 1.27 **Schedule** shall mean the critical path method schedule of key dates and Milestones for completion of the Work as set forth in the by the Company's Project Manager or the treatment , SCOPE OF WORK AND SPECIFICATIONS.
- 1.28 **Scope of Work** or **Specification** shall mean the requirements regarding the Work, as described in fuel treatment project layout or the exhibits to this contract , including any additional requirements that, while not specifically described in the permits , are implied or reasonably required to complete the Work as so described.
- 1.29 **Security Breach** shall mean any act or omission that compromises the confidentiality, integrity, or availability of Company's Confidential Information, Data, systems, facilities or Company's physical, technical, administrative or organizational safeguards and controls relating to the protection of Company's Confidential Information, Data, systems, and facilities.

- 1.30 **Security Incident** shall mean any circumstance when (i) Contractor knows or reasonably believes that the confidentiality, integrity, or availability of any Company Data has been adversely impacted, including but not limited to, incidents where Company Data has been damaged, lost, corrupted, destroyed, or accessed, acquired, modified, used, or obtained by any unauthorized person, by any person in an unauthorized manner, or for an unauthorized purpose; (ii) Contractor knows or reasonably believes that an act or omission has adversely impacted the cybersecurity of the products or services provided to Company by Contractor or the physical, technical, administrative, or organizational safeguards protecting Contractor 's systems or Company's systems holding Company Data; or (iii) Contractor receives any complaint, notice, or communication which relates directly or indirectly to (A) Contractor's handling of Company Data or Contractor 's compliance with the data safeguards in this Agreement or applicable law in connection with Company Data or (B) the cybersecurity of the products or services provided to Company by Contractor .
- 1.31 **Sensitive Personnel** means all Personnel with authorized unescorted physical access or authorized cyber access to Company's CIPS Covered Assets.
- 1.32 "Services" means the services to be provided or performed by Contractor under the Contract
- 1.33 **Site** is the location identified in the SCOPE OF WORK AND SPECIFICATIONS or by the Company's Project Manager at which Contractor must perform the Work, and includes the land and all vegetation, plants, trees, structures, buildings, and building components on the land.
- 1.34 **Software** means the software or firmware applications consisting of programs and data written in source code or object code format that may be provided to Company as a standalone component of the Work or which may be embedded in hardware or other equipment provided to Company as part of the Work.
- 1.35 **Subcontractor** means any entity or person (including subcontractors at any tier, laborers and materials suppliers) having an agreement with Contractor or any other Subcontractor to perform a portion of Contractor's obligations under this Contract.
- 1.36 **Substantial Completion Date** shall mean the date when the Work or designated portion thereof is sufficiently complete in accordance with the Contract.
- 1.37 **Term** means the period commencing upon the execution of this Contract by Company and continuing thereafter until _____ 3 years_, unless earlier terminated as provided herein.
- 1.38 **Unescorted Personnel** shall mean all Personnel with authorized unescorted physical access to Company's Facilities.
- 1.39 **Work** means all Services and Materials provided by Contractor as described in EXHIBIT A .

ARTICLE 2. INDEPENDENT CONTRACT AWARD

2.1 Contractor represents, warrants and covenants that:

- (a) Contractor determined this Contract Price is the true burden cost to the agency independently without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to the: (i) prices; (ii) intention to submit an offer; or (iii) methods or factors used to calculate the prices offered;

- (b) Contractor has made no attempt to induce any other person or entity to submit or not to submit an offer for the purpose of restricting competition; and
 - (c) Contractor has made no attempt to influence this Contract award or to influence the administration of this Contract through offering a gratuity to a Company employee, contractor, or agent or any Company affiliate or subsidiary. "Gratuity" means a gift of any item, money, or entertainment intended to influence improperly this Contract award or to obtain favorable treatment under this Contract.
- 2.2 Contractor's Subcontractors, Suppliers and Agents. Contractor will ensure that each of its Subcontractors, suppliers and agents provide, before beginning any portion of the Work, in writing to Contractor representations, warranties and covenants in the form of those in ARTICLE 2.1 and none of them engage in any of the actions described in ARTICLE 2.1(b) or (c). Any inaccuracy in any of the representations and warranties in this ARTICLE 2.1 or in any similar representation or warranty in any contract between by Contractor and any Subcontractor, supplier or agent, and any breach of the covenants in ARTICLE 2.1 will be a material breach of this Contract entitling Company to terminate this Contract for cause.
- 2.3 Defend Trade Secrets Act of 2016. The Federal Defend Trade Secrets Act of 2016 provides immunity from civil or criminal liability for any employee or contractor who discloses a trade secret "in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney" where the disclosure by the employee or contractor is "solely for the purpose of reporting or investigating a suspected violation of law" or "is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal." 18 U.S.C. § 1833(b). Nothing in this Agreement is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. § 1833(b).

Nothing in this Agreement prohibits an individual from reporting an event that he or she reasonably and in good faith believes is a violation of law to the relevant law-enforcement agency (such as the Securities and Exchange Commission, Equal Employment Opportunity Commission, or Department of Labor), or from cooperating in an investigation conducted by such a government agency. Consultant and its personnel are hereby provided notice that under the 2016 Defend Trade Secrets Act (DTSA): (1) no individual will be held criminally or civilly liable under Federal or State trade secret law for the disclosure of a trade secret (as defined under the DTSA) that: (a) is made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and made solely for the purpose of reporting or investigating a suspected violation of law; or, (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal so that it is not made public; and, (2) an individual who pursues a lawsuit for retaliation for reporting a suspected violation of the law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except as permitted by court order.

ARTICLE 3. DESCRIPTION OF WORK

Contractor shall perform the Work in accordance with the scope of work provided per project or assigned by the project manager. Contractor shall work with the company's project manager for the means, methods, techniques, sequences and procedures of performing the Work.

ARTICLE 4. PURCHASE ORDERS

For each project to be performed under this Contract, the authorized representative of Company will submit to Contractor a Purchase Order substantially in the form attached hereto as EXHIBIT E, FORM OF PURCHASE ORDER. The Purchase Order will identify and describe: (i) the Scope of Work or Specifications for the Work to be accomplished; (ii) the location of the Work Site; (iii) the project schedule, schedule milestones, and guaranteed dates for the Work; (iv) any fixed pricing, unit prices, time and material rates or other pricing that modifies EXHIBIT B, PRICING SCHEDULE; (v) whether the performance of such Work will require use of Unescorted Personnel or Sensitive Personnel; (vi) the designated project representatives for each Party; (vii) project-specific invoicing instructions; and (viii) any other project-specific terms and conditions applicable to the Work. The terms and conditions of this Contract shall apply to each Purchase Order, as supplemented by the project-specific elements of the Work identified in the Purchase Order. This Contract and the applicable Purchase Order shall, together, constitute the entire agreement between the Parties with respect to any specific Work assignment under this Contract, to the exclusion of any contrary or additional terms contained in any proposal, acknowledgement, confirmation statement, invoice or other document. A Purchase Order may also be issued in the form of a Purchase Order issued through the Company's procurement system provided that such Purchase Order specifically references the terms and conditions of this Contract, and further provided that such Purchase Order is acknowledged and accepted by Contractor (it being acknowledged that the Consultant's commencement of Work in accordance with such Purchase Order shall constitute acknowledgement and acceptance thereof).

In the event of any Emergency, Company will provide Contractor with a verbal notice to be followed as soon as practicable thereafter by a Purchase Order.

ARTICLE 5. PERIOD OF PERFORMANCE

The Contract shall be effective for Work performed pursuant to a Purchase Order that is authorized during the Term of the Contract, whether or not such Work is completed prior to the expiration of such Term. The expiration of the Term shall not impact the Parties' respective rights or obligations with respect to any Work authorized prior to expiration. Moreover, neither the expiration of the Term nor any earlier termination of this Contract shall impact any warranties, indemnities, insurance requirements, confidentiality obligations, termination obligations, or other obligations which by their own terms are intended to survive the completion of the Work, all of which shall continue in full force and effect after the expiration or termination of this Contract.

ARTICLE 6. CONSIDERATION AND PAYMENT

As full consideration for the satisfactory performance of Contractor's obligations under this Contract, Company will pay Contractor in accordance with true burden costs of EXHIBIT B, PRICING SCHEDULE.

6.1 Payment. Contractor will invoice Company periodically or every 45 days as provided in the "Invoicing" article below. Company will pay Contractor for work accepted and completed, but Company has the right to withhold payment on any disputed amount. Company will pay an undisputed invoice within thirty (30) days of receipt of invoice. Company will pay a disputed amount, if owed, within thirty (30) Days after resolving the dispute.

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

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

Invoice funds tied to the use of vehicles and/or equipment shall initially be charged against the funds advanced to Contractor for purchase of the vehicles and/or equipment set forth in the attached Exhibit A. The initial invoices charged against the advance will include billing for the hourly rate for the use of the Vehicles or equipment. All charges against the advance will be itemized. Any disputed amounts will not be charged against the advance until the dispute is resolved. Charges for funds relating to personnel costs, indirect costs, and non-equipment/vehicle operation purchases will be invoiced for at actual true burden costs to Contractor. Any costs above standard regular time rates associated with overtime not at the request of Company (e.g., backfill for Contractor personnel committed to off-district assignments) will be the responsibility of Contractor and will not be billed to Company unless specifically requested or authorized by Company.

After the advance is reimbursed to Company, Contractor will select one of three options for vehicle/equipment invoicing as outlined below in a) or b) or c). Once Contractor has selected an invoicing mechanism, Contractor will maintain that selection throughout the Contract's Term.

- a) After the advance is reimbursed, Contractor will invoice Company actual costs of equipment operation (i.e. tires, fuel/lube, parts/supplies). Contractor shall itemize such costs and provide receipts/proof of such costs in accordance with ARTICLE 3 (INVOICING) of this Contract.
- b) After the advance is reimbursed, Contractor will invoice Company at established "Project Rates". "Project Rates" will be pre-determined by the Parties, will be based on hourly, daily, and/or mileage rates, and will not exceed one half Company's normal "Fire Rates". "Project Rates" will be utilized for Contractor equipment used on Company projects NOT purchased by Company.
- c) Costs of equipment operation (i.e. tires, fuel/lube, parts/supplies) would be covered under the administration fee.

Vehicles and equipment used on Company projects within Contractor jurisdiction will be billed as "Actual Hours" as the resource remains available to Contractor for other work/emergency response. Vehicles and equipment used outside of Contractor jurisdiction will be billed for the duration of the work shift as Contractor loses access to the resource for other work/emergency response.

When Company purchased equipment is sent "off district" on fire assignments, Contractor will utilize no less than half of the funds reimbursed from equipment reimbursement to either:

- a) Maintenance of Vehicles and equipment used on the Company's projects at no cost to Company; AND/OR,
- b) Purchase additional/replace aging/wearing equipment to be invoiced at reduced "project rates" in the future to Company.

6.2 Invoicing.

- (a) Form. Contractor must submit to Company an original, typed invoice in portable document format ("PDF"). Handwritten invoices are not acceptable.
- (b) Contractor will invoice Nevada Power Company and Sierra Pacific Power Company on one invoice (if applicable).

- (c) Required Information. Each invoice Contractor submits for payment must contain, at a minimum, the following information:
- (1) A valid NV Energy purchase order (“PO”) number, including the leading zeros;
 - (2) The PO Revision Number or Release Number, if applicable;
 - (3) On invoices for materials, a reference to the PO line number and schedule number for each invoice line;
 - (4) The full name of NV Energy’s personnel who requested the expenditure (to the extent available);
 - (5) Contractor’s legal entity name and mailing address and the full name, title, and telephone number of its contact person;
 - (6) Contractor’s remittance address if that address is different from its mailing address;
 - (7) A unique invoice number;
 - (8) Invoice date, its due date;
 - If the invoice is for material, the invoice date cannot be prior to the expected arrival date of the material;
 - If the invoice is for services, the invoice date cannot be more than three (3) days prior to the expected arrival of the invoice to the Accounts Payable department;
 - (9) Separate invoice lines Per project charge code per Tier and zone. Or Per PSOM of special project code(PSOM202201,RWT3Z1PGSP,etc)for material and labor with appropriate tax applied to material portion only;
 - (10) A separate invoice line for freight, if freight charges will exceed \$250 under this Contract, along with supporting documentation showing the freight charges;
 - (11) Tax shown as a separate line item, as applicable;
 - (12) A separate invoice line for miscellaneous charges Per project charge;
 - (13) Total invoice amount and any supporting documentation; weekly reports, 25th report and work performed in NVE Fieldmaps, True costs paid to employees, True cost for employees benefits and retirement, approvals and receipts for equipment purchased, fuel receipts, travel documents and receipts, training approvals and receipts, equipment hours billed, and payoff of equipment purchased
 - (14) Shipping date, ship to address, and shipping method; and
 - (15) Signed lien waivers and releases from Contractor and all of its Subcontractors and suppliers in form and substance satisfactory Company (“Lien Waivers”) in the form under EXHIBIT F, LIEN RELEASE.
 - (16) A separate invoice shall be provided when the project includes grant funding that the Company is providing matching funds with all the supporting documentation.
- (d) Invoice Deadline. Monthly work performance estimate expense costs report are due to Company by the twenty fifth (25th) Day of each month. Invoices are due ten days(10) after the monthly performance estimate cost report. Invoices shall be within 10% of the 25th Monthly work performance report. Final and correct invoices are due to Company within sixty (60) days after Contract expiration or Termination (“Invoice Deadline”). Company shall not be liable for invoices received after the Invoice Deadline.
- (e) Email invoice to: APinvoice@NVEnergy.com, Mark.Regan@NVEnergy.com and Gary.davis@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.

(f) Consultant will mail all invoices to:

NV Energy
Accounts Payable Processing Center
P.O. Box 10100
Reno, NV 89520-0024

ARTICLE 7. TAXES

Consultant is responsible for paying all sales, excise and other taxes relating to the Work for this Contract, including Nevada state sales tax, but excluding the income tax Company must pay on its net income.

ARTICLE 8. TRAVEL

If required for the Work, pre-approved expenses for travel and related expenses will be reimbursed at Contractor's cost to the extent that such expenses are supported by original receipts or invoices and are in accordance with Company's travel policy attached hereto as EXHIBIT H, Guidelines for Expense Reimbursement. Such expenses will be invoiced as separate line items on any applicable invoice.

ARTICLE 9. RECORDS AND AUDIT

- 9.1 Contractor's Obligation to Retain Records. Contractor shall maintain in good order at the Site and available to Company for inspection at all times at least one record copy of all Documentation, including all engineering documents, design documents, specifications, product data, samples and modifications, all marked currently to record changes made during construction. Before, and as a condition to, Final Completion, Contractor shall deliver to Company all of the preceding items which are applicable to the completed portion of the Work and a set of reproducible as-built drawings (in hard copy and electronic formats reasonably requested by Company) showing all changes made to the design documents during project treatments..
- 9.2 Retention Period. Contractor must keep all books, records and supporting data relating to this Contract and the Work in conformity with generally accepted accounting principles until six (6) years after the later of (i) the termination of this Contract, or (ii) the date Company makes the Final Payment.
- 9.3 Company's Right to Contractor's Records. Company may audit Contractor's books, records, and supporting data from time to time during normal business hours during the record retention period specified in this ARTICLE 9, RETENTION PERIOD.

Payments Resulting from Audit Finding. If Company determines through an audit that it has made an overpayment or underpayment to Contractor, then Company will give Contractor written notice together with that portion of the audit that supports Company's determination. If Contractor does not dispute the determination, then Contractor must refund the amount due to Company, or Company must pay the amount due to Contractor, within thirty (30) Days after the date of Company's written notice. If the audit reveals Company made an overpayment in excess of two percent (2%) of this Contract Price, then Contractor will promptly reimburse Company for all costs and expenses Company incurred in connection with the audit.

ARTICLE 10. AUTHORIZED REPRESENTATIVES AND NOTICE

10.1 Authorized Representative. Prior to commencement of the Work, each Party shall designate a representative authorized to act on its behalf, shall advise the other Party in writing of the name, address, and telephone number of such designated representative, and shall inform the other Party of any subsequent change in such designation. All communications relating to the day-to-day activities under this Contract shall be exchanged between such designated representatives through any agreed form of communication. The Company's Project Manager is Company's authorized representative for technical issues. No commitment that purports to modify this Contract in any way is enforceable unless it is recorded in an updated contract that Company's Authorized Representative signs and an updated Purchase Order as applicable.

10.2 Notice. Any formal Notice required to be delivered in writing under the terms of this Contract shall be delivered to the representative of the other Party as designated below. All formal written Notices shall be: (i) hand delivered; (ii) deposited in the mail, properly stamped with the required postage; (iii) sent via registered or certified mail; (iv) sent via email and identified as "Formal Notice"; or (v) sent via recognized overnight courier service. The Parties' addresses for purposes of Notice shall be as set forth below:

If to Company:

Attn: Mark Regan
 Mail Stop 25
 6226 West Sahara Ave.
 Las Vegas, NV 89146

If to Contractor:

North Lyon County Fire Protection District
 Attn: Jason Nicholl, Fire Chief
 195 Main Street
 Fernley, NV 89408

Either Party may change the name or address of the designated recipient of Notices by delivery of a Notice of such change as provided for in this ARTICLE 13, AUTHORIZED REPRESENTATIVE AND NOTICE.

10.3 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 Treasurer:	Contractor Senior Manager:	Contractor Senior Manager:
Name: <u>Kasey Miller</u>	Name: <u>Jason Nicholl</u>	Name: _____
Title: <u>Office Manager</u>	Title: <u>Fire Chief</u>	Title: _____
Address: <u>195 Main St.</u>	Address: <u>195 Main St.</u>	Address: _____
<u>Fernley, NV 89408</u>	<u>Fernley, NV 89408</u>	_____
Telephone: <u>775-575-3310</u>	Telephone: <u>775-980-5457</u>	Telephone: _____

Contractor website:

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 Consultant's authorized bank.

ARTICLE 11. EXAMINATION OF WORK AND PROGRESS REPORTS

- 11.1 Contractor shall submit daily work performed in Company's Fieldmaps at the end of shift daily, weekly progress reports every Wednesday at the end of shift and a 30 day progress and expense report on the 25th of each month, a monthly list of every personal working under this contract on the 25th of each month or as requested by Company. Company, its agents or representatives may visit Contractor's office or work site at any reasonable time to determine the status of ongoing Work required by this Contract.
- 11.2 All Work will be subject to examination at any reasonable time or times by Company, which shall have the right to reject unsatisfactory Work. Neither examination of Work nor the lack of same nor acceptance of the Work by Company nor payment therefore shall relieve Contractor from any of its obligations under this Contract.
- 11.3 Review of Deliverables. Review by Company of any Deliverables submitted by Contractor shall be solely for the benefit of Company and shall not relieve Contractor of its responsibility to comply with all requirements of the Contract and for the accuracy of the Deliverables.

ARTICLE 12. CONTRACTOR'S CREDENTIAL REQUIREMENTS

- 12.1 Licensure. 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 also meeting NWCG and NFPA requirements. And that any subcontractor is properly licensed, registered, or certified for its part of the Work.
- 12.2 Contractor must obtain a federal Employer Identification Number (EIN) for Company's tax reporting requirements.

ARTICLE 13. WARRANTIES

Contractor represents and warrants that it has sufficient skill and experience to provide the Services hereunder. Except to the extent provided otherwise in the Contract, Contractor warrants that all Work shall:

- (a) be of a commercially acceptable grade if no quality is specified;
- (b) free from any defect in design, material, or workmanship and conforms with applicable specifications set forth in the Scope of Work; and
- (c) be fit for Company's specified purpose and comply with applicable industry and professional standards

Contractor shall at its own expense promptly, repair, replace or re-perform any portion of the Work that is defective or in any way fails to conform to the foregoing warranty or, at Company's option, refund the purchase price of the Services defectively performed.

ARTICLE 14. CHANGES IN WORK

- 14.1 Company's Change in Work. By giving Contractor written or verbal notice, and without being required to give notice to any sureties, the Company's Project Manager may make changes in the Work within the general scope of this Contract at any time, including changes in: (1) Specifications on fuel treatments or services to be performed; (2) the method or manner of performing the Work; (3) Company-furnished facilities, equipment, materials or services or the Site; and (4) Schedule.
- 14.2 Contractor's Deadline to Submit Change Order. Contractor must assert its claim for adjustment under this ARTICLE 17, CHANGES IN WORK by way of a Change Order within fourteen (14) Days after Company directs Consultant to make the change. In any event, Contractor will proceed with the Work as changed. Company will not accept any claim Contractor submits after that deadline, unless the Company's Project Manager expressly accepts it in writing. In no case will Company consider a claim Contractor submits after Company makes the Final Payment.
- 14.3 Dispute Resolution. If Contractor believes a Company-directed change does not comply with this Contract, the parties will resolve the dispute in accordance with ARTICLE 27, DISPUTE RESOLUTION DUE TO CHANGES IN WORK; provided that nothing in this ARTICLE 17, CHANGES IN WORK will excuse Contractor from proceeding with the Work as changed.

ARTICLE 15. INSURANCE

Contractor shall, prior to commencing 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 single limit of \$1 million for each occurrence and \$2 million in the annual aggregate;
- (b) Automobile liability insurance, with a combined single limit \$1 million for each person and \$1 million for each occurrence;
- (c) Workers compensation insurance per statutory requirements; and Employers' Liability Insurance with limits of \$1 million
- (d) Excess/umbrella liability insurance having a minimum limit of \$10 million each occurrence and aggregate of \$20 million where applicable on a following form basis to be excess of the insurance coverage and limits required in employer's liability insurance, commercial general liability insurance and automobile liability insurance. Contractor's insurance may meet total limits required through a combination of primary and excess liability coverage. Contractor shall provide notice to Company, if at any time the full umbrella limit required under this Contract is not available, and purchase additional limits, if requested.
- (e) Network Security & Privacy Liability. If the Work or Services under the Contract involves the rendering of IT services including, but not limited to: software, software or hardware or systems development or consulting services; internet/application services (e.g., web hosting); providing content; connections to systems, technology or network(s); or if Contractor in any way collects, obtains, maintains or in any way accesses or uses Confidential Information, then Contractor, and its Subcontractors shall

maintain Network Security & Privacy Liability coverage, throughout the term of this Contact and for a period of two (2) years thereafter, with a minimum required limit of \$2,000,000 Each Claim.

Contractor shall maintain a "Certificate of Insurance" naming Company as an "Additional Insured" under all liability policies, stating that the insurance is primary with respect to Company's interest and that any insurance maintained by Company is excess and not contributory, providing for separation of insured coverage, and providing waivers of subrogation on all 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.

ARTICLE 16. INDEMNIFICATION

a. **INDEMNIFICATION OF COMPANY.** To the fullest extent permitted by law, Contractor specifically and expressly agrees to indemnify, defend, and hold harmless Company and its officers, directors, employees and agents (hereinafter collectively "Indemnitees") from any claim, loss, cost, suit, judgment, damage, or expense, including reasonably incurred legal fees, arising out of or resulting from Contractor's performance of the Work including (i) an intellectual property right infringement claim of a third party, (ii) any breach of the other Contractor's obligations hereunder, or (iii) due to such Contractor's negligence or willful misconduct. Contractor's indemnity obligations owing to Indemnitees under this Section are not limited by any applicable insurance coverage identified in ARTICLE 9 of these terms and conditions. Contractor's indemnity obligation under this Section shall not extend to any liability to the proportionate extent it is caused by the negligence or willful misconduct of any of the Indemnitees.

b. **INDEMNIFICATION OF CONTRACTOR.** To the fullest extent permitted by law, Company specifically and expressly agrees to indemnify, defend, and hold harmless Contractor and its officers, employees and agents from any claim, loss, cost, suit, judgment, damage, or expense, including reasonable attorney's fees, arising out of or resulting from Company or Company's equipment, facilities, or infrastructure, employees' negligence or willful misconduct.

c. **NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.**

d. **INTERAGENCY EQUIPMENT USE.** Contractor agrees to allow, when reasonable, other Company partner agencies to operate Company purchased equipment on Company projects at no liability to the Contractor; provided that defined training and credentials are in place for guest agency personnel operating said equipment. Company will pay for the actual and reasonable direct costs of repairs directly related to damage from such incidents; provided that Company reporting, training, and documentation requirements are followed by Contractor and such Company partner agencies.

ARTICLE 17. CONTRACTOR'S PERSONNEL

17.1 **Authorized Representative.** The designated person representing Contractor is its authorized representative (referred to as Contractor's Project Manager) for all purposes under the Contract.

17.2 **Authority to Bind Contractor.** Contractor's Representative is authorized to bind Contractor. Any communication given by Contractor's Project Manager will bind Contractor.

- 17.3 Changes in Personnel. Any replacement Personnel shall have the capabilities equivalent to or better than the person replaced. If Contractor replaces or changes the classification, grade or rate of any person for performance of the Work described in the applicable PO, without the express approval of Company, then Contractor shall bear all costs associated with any and all such replacements and changes, and said costs shall not be reimbursable from Company.
- 17.4 The Contractor will provide all Job Descriptions of each position for each personnel that will be working under this contract. Contractor will provide a monthly list of personnel working under this contract with the personnel qualifications.
- 17.5 Drugs, Alcohol, and Firearms. Contractor shall not permit or allow the introduction or use of any firearms or other weapons, concealed or otherwise, upon any of the grounds occupied, controlled, or used by Consultant in the performance of the Work. This includes parking areas and remote Work locations. The Drug Free Workplace Act of 1988 requires Contractor and subcontractors of Company to maintain a workplace free of drug and alcohol. The unlawful manufacture, distribution, possession or use of a controlled substance or alcohol is prohibited at Company's workplace or Work sites. Contractor shall comply with federal, state and local laws governing drug and alcohol testing and the consequences of a failed test.
- 17.6 Removal. Contractor shall be required to immediately remove from the Work any of its employees or its subcontractors' employees suspected by Contractor of being under the influence of drugs or alcohol, pending investigation by Contractor. Contractor shall contact the company immediately of the event. Contractor shall immediately remove from the Work any person considered to be incompetent, insubordinate, careless, disorderly, in violation of the above restrictions upon drug, alcohol or firearms, and such person shall not again be assigned in the performance of the Work herein without the consent of Company. Contractor shall contact the company immediately of the event.
- 17.7 Employment Status. Contractor, and not Company, is the employer of Personnel. Contractor will ensure all Personnel are W-2 employees of Contractor for all purposes, whether common law or statutory, including but not limited to federal, state and local tax withholding, reporting and remitting obligations, minimum wage, overtime, paid sick leave and other employee compensation or benefits laws, workers' compensation laws, and discrimination and harassment laws.
- 17.8 Wage and Hour. Contractor agrees that it will pay Personnel on a W-2 basis and in compliance with all applicable federal, state and local wage and hour laws, including but not limited to minimum wage and overtime requirements, and any other wage payment, reimbursement, recordkeeping, or similar laws under applicable federal, state or local law. Contractor is responsible for determining if any Personnel is eligible for any overtime and that has been approved by the Company.

Contractor shall be the W-2 employer of the Personnel for purposes of the withholding and payment of employment taxes. Contractor shall be exclusively responsible for and will comply with applicable laws governing the reporting and payment of payroll taxes attributable to wages paid to Personnel, including but not limited to: (i) federal, state, and local income tax withholding; (ii) federal and state unemployment tax ("FUTA" and "SUI"); (iii) contributions required by the Federal Insurance Contribution Act ("FICA") and (iv) healthcare insurance, benefits and related reporting as required under the Patient Protection and Affordable Care Act (the "Affordable Care Act").

Upon the Company's request, Contractor will present the Company proof that Personnel are W-2 employees of Contractor. If Contractor fails to provide such proof, the Company shall have the right to withhold payment under this Agreement due for services provided by such Personnel and/or terminate this Agreement.

- 17.9 Sick Leave. For Personnel performing services in state, county, or local jurisdictions that mandate minimum levels of paid sick time be made available to employees, the Contractor agrees to provide sick days as required under such statutes. It is the sole and exclusive responsibility of the Contractor to track paid sick leave for Personnel and meet other requirements of paid sick leave laws. The Contractor agrees to fully defend and indemnify the Company for any allegations that are asserted by any Personnel that either the Contractor or the Company did not comply with these paid sick leave laws. The company agrees to reimburse the sick leave cost. Supporting documentation is required with in monthly invoice.
- 17.10 Benefits. The parties acknowledge and agree that Contractor and not the Company is responsible for the provision of all employee benefits for Personnel, including without limitation benefits such as meals, parking, transportation, paid time off, holidays, retirement benefits, fringe benefits or perks. Personnel shall not be eligible to enroll in or participate in Company's employee benefits programs. Contractor shall be solely responsible for providing any benefits required by applicable local, state and federal laws, statutes, regulations and ordinances governing employment. The Company agrees to reimburse the Contractor as part of the hourly cost. Benefits is part of the true cost to the company. Supporting documentation is required with in monthly invoice.
- 17.11 Worker Verification. The Contractor will verify and ensure that its Personnel furnished to the Company meet all requirements to work, and have all necessary permits, certifications, licenses, and/or documents, including but not limited to any forms required by the U.S. Citizenship and Immigration Services to be timely completed and kept by the Contractor, in accordance with federal and state laws. No Personnel shall be supplied to the Company without a complete employment application on file with the Contractor. The Contractor will provide the Company with a written confirmation of completion of all reference checks, background checks, and drug screens prior to Personnel's starting date at the Company. Upon request, all pre-screening reports will be made immediately available to the Company for inspection (to review, not copy).
- 17.12 Human Resources. Contractor is responsible for all human resource functions for Personnel, including recruiting, hiring, assigning, scheduling, employment-based counseling, discipline, termination, salary determination, performance evaluations, and making legally-required employment law disclosures (including wage-hour posters).

- 17.13 Workers' Compensation and Unemployment. Contractor is responsible for providing workers' compensation benefits or coverage for Personnel in amounts at least equal to what is required by law. Contractor is responsible for unemployment compensation for Personnel.
- 17.14 Policies. The Contractor is responsible for ensuring that each Personnel has been provided with and/or received any and all policies, certifications, and training necessary to perform the work for which the worker is assigned. To the extent possible, the Contractor must conduct the necessary orientation and training for each worker prior to his or her start date at the Company, including (i) review of the Contractor's general policies and procedures (e.g., policies on working hours, break and meal times, conduct, attendance and tardiness, etc.), (ii) review of any safety videos and related safety guides provided by the Contractor, as applicable, and (iii) review of the Contractor's safety requirements. Prior to commencing any assignment, the Contractor must execute a checklist that acknowledges Personnel's satisfactory completion of this orientation and training. The Contractor will advise all its Personnel of their obligation to comply with all of the Contractor's and Company's safety, anti-harassment, anti-discrimination and anti-retaliation, and other policies applicable to the work performed while assigned to the Company; provide each Personnel with a copy of the policies; and obtain a signed acknowledgement from each Personnel of receipt and review of the policies and agreement to comply with the policies. All Personnel, like all vendors performing services for the Company on site, are expected to comply with the Company's policies. Time spent by the Personnel to attend such orientation and training may be billed by Contractor to Company as compensable time under this Agreement.
- 17.15 Affordable Care Act. The Contractor agrees to comply with all requirements of the Affordable Care Act for the Personnel. Specifically, the Contractor agrees to offer group health insurance that is compliant with the Affordable Care Act, including the employer shared responsibility provisions relating to the offer of "minimum essential coverage" to "full-time" Personnel and the applicable employer information reporting provisions. Contractor shall charge the Company a premium fee of \$0.30 per hour for only those Personnel who have elected to participate in qualifying group healthcare insurance. Company shall pay an additional rate of \$0.30 per hour only for those Temporary Workers electing Minimum Essential Coverage (as defined under the Affordable Care Act) offered by the Contractor. With prior approval, the ACA premium can be billed monthly or quarterly. The Contractor agrees to fully defend and indemnify the Company for any allegations that are asserted by any Personnel that either the Contractor or the Company did not comply with the Affordable Care Act.
- 17.16 Worker Acknowledgement. Prior to allowing any Personnel to perform any services for Company, Contractor shall require the Personnel to sign the Worker Acknowledgment Agreement (attached hereto as Exhibit B) informing the Personnel, among other things, that he or she is an employee of Contractor, and that he or she is not an employee of the Company and is not entitled to any benefits or compensation from Company.
- 17.17 Contractor Hiring Former Company Employees. 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.

ARTICLE 18. ACCESS TO COMPANY'S FACILITIES

18.1 Requirements for Access

Access to Company controlled areas is granted on an as-needed basis only in accordance with Company's internal badge and access policies. Company shall specify in the Release or Scope of Work whether or not the Work under this Contract requires either: (i) unescorted physical access to Company's Facilities; or (ii) local or remote access to Company's Cyber Assets. For all Personnel who require either such access, Consultant shall:

- a. Conduct, a Personnel risk assessment to include at a minimum an identity verification and seven (7) year criminal background check for the current residence and past locations of residence of all Personnel requiring access. All background checks will be conducted in accordance with federal, state, provincial and local laws, and subject to existing collective bargaining unit agreements or other agreements, if any. A background check completed within two (2) years prior to the date the Contractor signed a Contractor/Vendor Information Form for each such person will be considered valid. Following the initial background check, updates shall be performed no less frequently than every seven (7) years or upon request by Company. In the event Company notifies Contractor of impending expiration of a background check, Contractor shall provide an updated Contractor/Vendor Information Form reflecting a refreshed background check within twenty (20) days of receipt of the Notice in order to avoid revocation of such person's access. An appropriate authorization form must be signed by each of the Personnel prior to a background check being conducted, acknowledging that the background check is being conducted and authorizing the information obtained to be provided to Company;
- b. Ensure that Personnel have passed the background checks outlined in subsection 19.1(a) prior to requesting access to Company's Facilities and/or Cyber Assets. In the event any such person: (i) is currently under indictment for a crime punishable by imprisonment for a term exceeding one (1) year; (ii) has been convicted (within the past seven (7) years) in any court of a crime punishable by imprisonment for a term exceeding one (1) year; (iii) is currently a fugitive of justice; or (iv) is an alien illegally or unlawfully in the United States, such person shall be considered a "restricted person" and may not be granted access without prior written consent from Company. In the event any such person's background check reveals any residency gap of six (6) consecutive months or more, Contractor shall review, evaluate, and document any such residency gap to ensure that it does not pose a risk to Company's Facilities or Cyber Assets, prior to making a determination that Personnel have passed the background check;
- c. Ensure that Personnel complete Company provided or approved training prior to requesting access;
- d. Ensure that Personnel have passed Contractor's drug and alcohol exam and are in compliance with Contractor's substance abuse/drug and alcohol policy; and
- e. Keep accurate and detailed documentation to confirm completion dates for background checks and all required training (initial and annual training, to the extent applicable), and certify to Company such documentation by completing a Contractor/Vendor Information Form, attached as Exhibit A, Appendix 1, hereto, for each person who will have access. Company has the right to audit Contractor's records supporting each Contractor/Vendor Information Form submitted to Company and to verify that the requisite background checks and training were performed. Contractor shall provide Company with all requested records supporting Contractor /Vendor Information forms within a reasonable time after receiving such a request, and in the form requested by Company, but not longer than three (3) business days following the date of such request.
- f. Notify the company in a timely manner of termination or change in status removing the need for access. In the case of Sensitive Personnel and/or involuntary termination, notification must be immediate. In all other cases, notification must be within one business day. The Enterprise Service Desk is available twenty-four (24) hours a day by calling 702-402-5832.

Contractor shall not allow any person who has not met the foregoing requirements of this subsection 21.1 to perform Work, unless Contractor has received prior written consent from Company.

18.2 Additional Access Requirements Specific to Sensitive Personnel

In addition to the access requirements outlined in subsection 19.1, with respect to all Sensitive Personnel, Contractor also shall:

- a. Ensure that Sensitive Personnel (and any Personnel with access to BCSI) are informed of and comply with Company's BCSI requirements contained in any confidentiality agreement previously executed by Contractor as well as the BCSI requirements set forth herein; and
- b. In addition to the initial training requirement outlined in subsection 21.1(c), ensure that Sensitive Personnel complete annual Company provided or approved CIPS compliance training within Company's prescribed training window.

Contractor shall not allow any person who has not met the foregoing requirements of this subsection 21.2 to perform Work, unless Contractor has received prior written consent from Company.

ARTICLE 19. DEPARTMENT OF TRANSPORTATION

Contractor shall ensure Department of Transportation compliance, including but not limited to valid driver's license, commercial or any specialized operation licenses, equipment inspections, hours of service and all appropriate documentation for any Personnel who may drive while on assignment to Company.

ARTICLE 20. CONTRACTOR CONDUCT

20.1 Business Ethics. Contractor, its employees, officers, agents, representatives and Subcontractors shall at all times maintain the highest ethical standards and avoid conflicts of interest in the performance of Contractor's obligations under this Contract. In conjunction with its performance of the Work, Contractor and its employees, officers, agents and representatives shall comply with, and cause its Subcontractors and their respective employees, officers, agents and representatives to comply with, all applicable laws, statutes, regulations and other requirements prohibiting bribery, corruption, kick-backs or similar unethical practices including, without limitation, the United States Foreign Corrupt Practices Act, the United Kingdom Bribery Act 2010, and the Company Code of Business Conduct. Without limiting the generality of the foregoing, Contractor specifically represents and warrants that neither Contractor nor any Subcontractor employees, officers, representatives or other agents of Contractor have made or will make any payment, or have given or will give anything of value, in either case to any government official or the Company (including any officer or employee of any governmental authority or the Company) to influence his, her, or its decision or to gain any other advantage for Company or Contractor in connection with the Work to be performed hereunder. Contractor shall maintain and cause to be maintained effective accounting procedures and internal controls necessary to record all expenditures in connection with this Contract and to verify Contractor's compliance with this ARTICLE 23.1, BUSINESS ETHICS. Company shall be permitted to audit such records as reasonably necessary to confirm Contractor's compliance with this ARTICLE 23.1, BUSINESS ETHICS. Contractor shall immediately provide notice to Company of any facts, circumstances or allegations that constitute or might constitute a breach of this ARTICLE 23.1, BUSINESS ETHICS and shall cooperate with Company's subsequent investigation of such matters. Contractor shall indemnify and hold Company harmless from all fines, penalties, expenses or other losses sustained by Company as a result of Contractor's breach of this provision. The Parties specifically acknowledge that Contractor's failure to comply with the requirements of this ARTICLE 23.1, BUSINESS ETHICS shall constitute a condition of default under this Contract.

- 20.2 Counterparty Code of Conduct. Contractor will comply with and operate within the standards of Company's Code of Ethics and will require each Subcontractor in writing to do so. Consultant may obtain a copy of the Code of Ethics on Company's website.
- 20.3 Notice of Illegal or Unethical Activities. Contractor will notify the Company's Project Manager immediately of any illegal or unethical activity or violation of Company's Code of Ethics. Consultant may also call Company's Integrity Line toll free at (888) 256-5819, twenty-four (24) hours a Day, seven (7) Days a week to report any concern or violation.
- 20.4 Contract Termination. Contractor's breach Code of Ethics will be a material breach of this Contract that entitles Company to terminate this Contract for cause immediately without penalty or liability.

ARTICLE 21. SITE REGULATIONS

Contractor, while performing Work at the Work Site, shall make itself aware of and adhere to any applicable Company Work Site regulations including without limitation environmental protection, loss control, dust control, safety and security including, but not limited to, the provisions outlined in EXHIBIT D, SITE SPECIFIC REGULATIONS.

ARTICLE 22. SAFETY; INJURY AND INCIDENT PREVENTION

- 22.1 Contractor Accident Prevention Manual. Contractor shall be solely responsible for knowledge of and initiating, maintaining, and supervising compliance with all safety laws, regulations, precautions, Contractor's own safety policies, and Company's safety and work practices as published in Company's Contractor Accident Prevention Manual in connection with the performance of this Contract. Additionally, Contractor shall make Contractor Personnel aware of and adhere to all applicable work site requirements related to Company Facilities and Customer Facilities.
- 22.2 Safety Precaution. Contractor shall ensure that its Personnel will use the proper personal safety equipment required for the Work being performed. Contractor must meet and satisfy Company's safety qualifications and responsibilities, as set forth in Company's Contractor Safety Qualification Program, to perform the Work. Should Company's safety qualification fall below acceptable, as determined by Company in its sole discretion, Company may take any and all action it deems appropriate, including, but not limited to, immediate termination of the Contract.
- 22.3 Safety Orientation. At Company's request, Contractor, its employees, and subcontractors must attend a safety orientation yearly and before performing any work.
- 22.4 Contractor's Obligation to Report an Incident. Contractor must immediately report to the Company Project Manager verbally and in writing 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 provided in EXHIBIT D, SITE SPECIFIC REGULATIONS. Prior to any Contractor's employee returning to the Work, said employee must provide a return to work medical release to the Contractor if required by Contractor's policies and procedures.
- 22.5 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.

- 22.6 Contractor's Obligation to Develop Countermeasures. For those incidents that have been determined to be OSHA-recordable or involve medical treatment, Contractor must – within 48 hours after the injury – investigate and meet with Company's Project Manager to discuss specific countermeasures to prevent reoccurrence.
- 22.7 Post-Incident Drug and Alcohol Testing. Contractor must have the worker involved in any incident related to Work performance tested for prohibited drugs and alcohol use as soon as practical following an incident. Contractor must not permit the worker to perform any safety-sensitive duties pending results of the post-incident drug and alcohol test and will provide a qualified replacement. Contractor will provide post-incident drug and alcohol test results to the designated Company official responsible for administration of its Drug and Alcohol Policy. If any of Contractor's or subcontractor's Personnel fail to submit to post-incident drug and alcohol testing, Contractor must permanently remove that person from the Work for the duration of the Contract. In the event of a conflict between the provisions of this Section 22.7 and the provision of any other agreement to which Consultant is a party, or any policy or rule that Consultant has been directed to follow, the provisions of this Section 22.7 shall control.
- 22.8 Incorporation by Reference of Company Material. Contractor must obtain a copy of Company's current Consultant Accident Prevention Manual and by contacting the Company Safety Manager at telephone number 702-402-5731. This Company manual is incorporated into the Contract by reference.
- 22.9 Indemnity. Contractor will indemnify Company, its directors, officers, employees, and agents from any claim, loss, cost, suit, judgment, damage, and expense, including legal fees, for any failure to comply with the terms of this ARTICLE 25, SAFETY; INJURY AND INCIDENT PREVENTION.
- 22.10 Breach. Any breach by Contractor of this ARTICLE 25, SAFETY; INJURY AND INCIDENT PREVENTION is a material default of the Contract.

ARTICLE 23. CONFLICTS, ERRORS, OMISSIONS, OR DISCREPANCIES IN CONTRACT DOCUMENTS

Contractor shall advise Company in writing of all conflicts, errors, omissions or discrepancies among the various documents comprising this Contract immediately upon discovery and prior to Contractor's performing the affected Work. Company shall resolve such conflicts and such resolution shall be final. Anything mentioned in the Specifications and not shown on the vegetation treatment documents, or shown in the documents and not mentioned in the Specifications, shall be considered as if shown or mentioned in both.

ARTICLE 24. WORK SUSPENSION

- 24.1 Work Suspension. The Company's Project Manager may partially or completely suspend the performance of the Work at any time by providing written notice to Contractor. When Contractor receives such a notice of suspension, Contractor must promptly suspend the Work in accordance with the notice, taking appropriate steps to preserve and protect the existing Work during the suspension.

24.2 Withdrawal of Suspension. The Company's Project Manager may withdraw a suspension of the Work, in whole or in part, at any time by giving Contractor written notice specifying the effective date and scope of the withdrawal. When Contractor receives that notice, Contractor must diligently and promptly resume its performance of the Work and use reasonable efforts to maintain the Project Schedule.

ARTICLE 25. TERMINATION FOR CONVENIENCE

25.1 Notice of Termination. Company may terminate this Contract and further performance of the Work, in whole or in part, at any time for any reason by giving Contractor 90 days written notice specifying the extent and effective date of the termination. If Company terminates this Contract in part, the remainder of this Contract will remain in full force and effect. The company is responsible for all financial costs associated with the reduction of force (if needed) for all employees of the contractor that are employed due to this contract. All financial responsibility for such reduction of force shall be submitted to the company in the final invoice detailed in Article 25.4

25.2 Contractor's Obligation to Mitigate Expenses. On the effective date of the termination, Contractor must terminate the portion of the Work Company terminated, take steps to preserve and protect the Work, and if applicable, provide any in-progress and final notes or documentation. Any accelerated, partial or pre-payments that have been made to the Contractor for the Work will be subject reimbursement to the Company. The Contractor must complete the balance of the Work in accordance with the Project Schedule if the termination is partial, and take action to mitigate its expenses relating to the termination.

25.3 Winding Up Affairs Upon Termination. Should Company terminate this Contract for convenience, Contractor will immediately return any funds paid by Company to Contractor to purchase equipment, or equipment that has not been paid off will be returned to Company and Company will have the right of set-off against such funds. 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.

25.4 Contractor's Deadline to Submit Proposed Change Order. Within thirty (30) Days after the effective date of the termination, Contractor must submit to Company a final invoice for Work performed through the termination date in accordance with the ARTICLE 6, CONSIDERATION AND PAYMENT.

ARTICLE 26. TERMINATION FOR CAUSE

26.1 Termination. For purposes of this Contract, a default by Contractor shall be the occurrence of any of the following:

- (a) A breach by Contractor of any of its material obligations under this Contract, if such breach continues uncured for a period of five (5) Business Days after receipt of written Notice from Company, unless such breach cannot by its nature be remedied within such period in which event Contractor shall provide evidence reasonably satisfactory to Company within five (5) Business Days after receipt of such Notice that the cure of such breach has commenced and Contractor thereafter makes reasonable and continuous progress to that end. For purposes of this Contract, a default by Contractor shall be deemed to include, without limitation, Contractor's refusal or neglect to supply sufficient and properly skilled workmen, materials of the proper quality or quantity, or equipment necessary to perform

the Work described in this Contract and the applicable PO properly, or Contractor's failure in any respect to prosecute the Work described in this Contract and the applicable PO or any part thereof with promptness, diligence, and in accordance with all of the material provisions hereof;

- (b) A determination that any representation, statement or warranty made by Contractor in this Contract, a PO or any other statement, report or document which Consultant is required to furnish to Company, was false or misleading in any material respect;
- (c) The occurrence of any of the following: (i) the filing by or against Contractor of a proceeding under any bankruptcy or similar law, unless such proceeding is dismissed within thirty (30) calendar days from the date of filing; (ii) the making by Contractor of any assignment for the benefit of creditors; (iii) the filing by or against Contractor for a proceeding for dissolution or liquidation, unless such proceeding is dismissed within thirty (30) calendar days from the date of filing; (iv) the appointment of or the application for the appointment of a receiver, trustee, or custodian for any material part of Contractor's assets unless such appointment is revoked or dismissed within thirty (30) calendar days from the date thereof; (v) the attempt by Contractor to make any adjustment, settlement, or extension of its debts with its creditors generally; (vi) the insolvency of Contractor or; (vii) the filing or recording of a notice of lien or the issuance or the obtaining of a levy of execution upon or against a material portion of Contractor's assets, unless such lien or levy of execution is dissolved within thirty (30) calendar days from the date thereof; or
- (d) 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-year period, whether in connection with the Work or otherwise.

26.2 Company's Rights. Upon the occurrence of any such default, following the applicable process described in this Article,

- (a) Company shall be entitled upon written Notice to Contractor and without notice to Contractor's sureties and without limiting any of Company's other rights or remedies, to terminate this Contract for cause, terminate any PO for cause, or to terminate for cause Contractor's right to proceed with that portion of the Work affected by any such default and collect the Net Replacement Costs incurred to complete the Work;
- (b) In the event of a full or partial termination under this Article, Company may, for the purpose of completing the Work or enforcing these provisions, take possession of all completed and in-process Deliverables use them or may finish the Work by whatever method it may deem expedient including: (i) Company may hire a replacement contractor or contractors to complete the remaining Work that Contractor was otherwise obligated to complete under the Contract using such form of agreement as Company may deem advisable; or (ii) Company may itself provide any labor or materials to complete the Work.
- (c) Winding Up Affairs Upon Termination: Should Company terminate this Contract for cause, Contractor will immediately return any funds paid by Company to Contractor to purchase equipment, or equipment that has not been paid off will be returned to Company and Company will have the right of set-off against such funds. 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

- 26.3 All rights and remedies provided in this Article are cumulative, and are not exclusive of any other rights or remedies that may be available, whether provided by law, equity, statute, in any other agreement between the Parties or otherwise. Upon the occurrence of any such default, following the applicable process described in this Article, Company shall be entitled to pursue any and all other rights and remedies, including without limitation damages, that Company may have against Contractor under this Contract or at law or in equity.

ARTICLE 27. COMPLIANCE WITH LAWS

- 27.1 Compliance. Contractor must comply with all Laws in connection with the Work and this Contract. Without limiting the foregoing, Contractor agrees that it will comply with all federal, state and local labor and employment laws applicable to personnel performing Work for Company, including, without limitation, the National Labor Relations Act; Immigration Reform and Control Act of 1986; the Internal Revenue Code ("Code"); the Employee Retirement Income Security Act ("ERISA"); the Health Insurance Portability and Accountability Act ("HIPAA"); the Family Medical Leave Act ("FMLA"); Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act ("ADA"); Age Discrimination in Employment Act ("ADEA"); the Older Workers Benefit Protection Act ("OWBPA"); the Equal Pay Act; the Fair Labor Standards Act; the Consolidated Omnibus Budget Reconciliation Act ("COBRA"); the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"); the Affordable Care Act, and any related recordkeeping requirements. Contractor agrees to apply nondiscriminatory standards of employment opportunity, and to comply in full with any and all requirements of federal, state, and local law, regarding equal employment opportunity.
- 27.2 Licenses. Contractor certifies that it has obtained, and will maintain in full force and effect until Final Completion, all required federal, state, city, county or local licenses and permits. Contractor's failure to obtain and maintain any required license may be considered a material breach of this Contract.
- (a) Contractor License Requirement. Consultant represents and warrants to Company that (a) Consultant has a valid Nevada State license specifically designated for the Work as required and (b) each of Contractor's Subcontractors has a valid Nevada State license for its part of the Work as required. Contractor will deliver to Company before beginning the Work written verification of Contractor's Nevada State license number, scope of the license, and expiration date. Contractor will ensure that Contractor and all of its Subcontractors shall possess and maintain valid Nevada State licenses through Final Completion.

27.3 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. Consultant 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.

Contractor will not discriminate on the basis of race, national origin, religion, age, color, sex, disability or veteran's status, or any other characteristic protected by local, state or federal laws, rules or regulations. Contractor will make good faith efforts to recruit qualified minorities, females, individuals with disabilities and veterans as well as all qualified applicants regardless of their race, sex, age, religion, marital status, veterans status, ancestry, national origin, citizenship, disability or any other characteristic protected by law. Contractor will comply with the following:

- Executive Order 11246 (and its implementing regulations at 41 C.F.R. Part 60);
- The Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended (and its implementing regulations at 41 C.F.R. 60-250 and 41 C.F.R. 60-300); and
- Section 503 of the Rehabilitation Act of 1973, as amended (and its implementing regulations at 41 C.F.R. 60-741); and,
- Executive Order 13496 (and its implementing regulations at 29 C.F.R. Part 471, Appendix A to Subpart A).

The implementing rules and regulations of the Department of Labor's Office of Federal Contract Compliance Programs are incorporated herein by specific reference.

Contractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). 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, 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, national origin, protected veteran status or disability.

Contractor agrees to provide Company with copies upon request of any and all written Equal Opportunity and Affirmative Action Policy reports and statements regarding Contractor as well as Federal Equal Employment Opportunity (EEO) information pertaining to the Personnel. Further, Contractor will maintain race, gender, veteran status and disability information for every Applicant (as defined below) that it considers when it refers and/or assigns Personnel to Company. An "Applicant" is any individual that: (1) Contractor considers for Assignments and/or placement with Company; (2) has the basic qualifications (as that term is defined in the Office of Federal Contract Compliance Programs' (OFCCP's) Internet Applicant definition (See 70 Fed. Reg. 58962

(Oct. 7, 2005)) for the Company position; and (3) who at no point indicates that he/she is not interested in the position.

For each position that Contractor refers Personnel to Company, Contractor will contemporaneously provide a summary chart listing the race, gender, veteran status and disability status of all qualified Applicants considered by Contractor for the job. All qualified Applicants considered by Contractor will be included on this chart, regardless of whether Contractor referred the Applicant's resume to Company. Contractor shall maintain all such records for three years.

Without limiting the Indemnity provision in this Staffing Agreement, should Contractor fail to maintain this information or should the Contractor's selection process run afoul of Executive Order 11246, its implementing regulations (41 C.F.R. Parts 60-1 and 60-2), the Uniform Guidelines on Employee Selection Procedures (41 C.F.R. Part 60-3), or Title VII, Contractor will indemnify Company from any liabilities (including back pay, front pay, interest, other damages, and liabilities related to any other remedies, such as prospective hiring) that may result from either an adjudicated or negotiated resolution to any Notice of Violations or Pre-Determination Notice issued by the OFCCP.

- 27.4 Indemnity. Contractor will indemnify and hold harmless Company and its directors, officers, employees, and agents from and against any claim, loss, liability, cost, suit, judgment, damage, fine, penalty, and expense, including legal fees, for any failure to comply with the provisions of this ARTICLE 32, COMPLIANCE WITH THE LAWS.

ARTICLE 28. RELATIONSHIP OF PARTIES; NO THIRD PARTY BENEFICIARIES

- 28.1 Independent Contractor. Contractor is an independent contractor, having an existence separate and distinct from the Company, and conducting business on its own. Nothing contained in this Agreement shall be construed to create an agency or joint employer relationship between the Contractor and the Company. Neither the Company nor any Company personnel shall in any way be, nor be deemed to be treated or construed, as an employee or agent of the Company. The Contractor retains full control over the employment status, compensation, and discharge of all assigned personnel performing work for the Company. The Contractor will be fully responsible for its own personnel, including hiring, discipline, and termination, while performing the obligations and services under the terms of this Agreement. Nothing in this Contract or any subcontract will create any contractual relationship between Company and any Subcontractor of Contractor. Contractor hereby confirms it has a separate business license and maintains a separate business facility and maintains a separate business address.

- 28.2 No Third Party Beneficiaries. There are no third party beneficiaries of this Contract.

ARTICLE 29. CONFIDENTIAL INFORMATION

- 29.1 Nondisclosure. Contractor agrees that it will not disclose Confidential Information, directly or indirectly, under any circumstances or by any means, to any third person without the express written consent of Company.
- 29.2 Nonuse. Contractor further agrees that it will not use Confidential Information except as may be necessary to perform the Work called for by this Contract.

- 29.3 Protection. Confidential Information will be made available by Contractor to its employees only on a “need to know” basis and only after notifying such employees of the confidential nature of the information and after having obligated them to the nonuse and nondisclosure obligations of this Contract. Contractor agrees to take all reasonable precautions to protect the confidentiality of Confidential Information and, upon request by Company, to return to Company any documents which contain or reflect such Confidential Information.
- 29.4 BES Cyber System Information. Confidential Information of Company labeled as BCSI shall be protected consistent with the following requirements: (a) BCSI shall be protected at all times, either by appropriate storage or having it under the personal observation and control of a person authorized to receive it; (b) each person who works with protected BCSI is personally responsible for taking proper precautions to ensure that unauthorized persons do not gain access to it; (c) reasonable steps shall be taken to minimize the risks of access to BCSI by unauthorized personnel (when not in use, BCSI shall be secured in a secure container, such as a locked desk, file cabinet or facility where security is provided); (d) documents or material containing BCSI may be reproduced to the minimum extent necessary, consistent with the need to carry out the Work, provided that the reproduced material is marked and protected in the same manner as the original material; (e) material containing BCSI should be disposed of through secured shredding receptacles or other secured document destruction methods; (f) BCSI shall be transmitted only by the following means: (i) hand delivery; (ii) United States first class, express, certified or registered mail, bonded courier; (iii) secure electronic means with NIST- or ISO-compliant encryption; and (g) documents or material containing BCSI shall be returned to Company or certified destroyed upon completion of the Work.
- 29.5 Unless waived by Company, Contractor shall require its employees and Subcontractors of any tier to adhere to these confidential information and nondisclosure terms, subject to the provisions setting forth protections under the DTSA, set forth above.

ARTICLE 30. WORK PRODUCT

- 30.1 Background Information. Except as expressly provided otherwise in this Contract, each party is and will remain the sole and exclusive owner of all right, title and interest in and to all of its Background Information and all Intellectual Property Rights in such Background Information.
- 30.2 Work Product. “Work Product” means (a) all designs, ideas, strategies, inventions, software, materials, reports, deliverables, documentation and other work product that are part of the Work or that Contractor otherwise prepares or delivers, or is required to prepare or deliver, to Company pursuant to this Contract and/or the Statement of Work and (b) all Intellectual Property Rights in and to all Work Product and each component of the Work Product. Contractor hereby assigns to Company an irrevocable perpetual license to use, in commerce or otherwise, all Work Product. All Work Product will be Company's Confidential Information subject to the protections and restrictions in ARTICLE 34, CONFIDENTIAL INFORMATION.

- 30.3 Further Actions. Contractor has existing or will enter into a written agreement with each of the employees, agents, and Subcontractors Contractor engages to perform any portion of the Work, before he or it performs any portion of the Work, which obligates each such employee, agent, and Subcontractor to assign irrevocably all right, title and interest in any Intellectual Property Rights he or it creates in connection with the Work in order to enable Contractor to transfer and assign those rights to Company pursuant to ARTICLE 35.2, WORK PRODUCT. Contractor will deliver to Company good, exclusive and marketable title to all Work Product, free and clear of all liens, security interests, claims and encumbrances and will indemnify, hold harmless and defend Company from and against all demands, claims, and actions, and all resulting damages, losses and attorney's fees, arising out of any such actual or asserted lien, security interest, claim or encumbrance. Contractor hereby assigns to Company all third party obligations and warranties with respect to the Work Product. Contractor will, without additional consideration, execute and deliver to Company all such other and further documents, affirmations and assignments with respect to the Work Product as Company may request from time to time during and after the term of the Contract or as Company requests at time of Termination.
- 30.4 Contractor's Background Information. Contractor hereby grants Company a perpetual, non-exclusive, fully paid up, royalty free, worldwide, irrevocable transferable, sublicensable license in and to its Background Information as reasonably necessary to operate, to make full use and to obtain all of the benefits of the Work and all Work Product. Access to confidential contractor files, including confidential personnel files may only be accessed through the provisions of this clause with just cause and due process.

ARTICLE 31. DISPUTE RESOLUTION

- 31.1 Negotiation. Each Party must attempt to resolve any dispute in good faith promptly by negotiation between executives of the Parties who have the authority to settle the dispute and who are at a higher level of management at the respective Parties' organizations than the Parties' appointed Project Managers. Each Party must provide to the other Party all information and documentation on which the party relies to substantiate its position in the dispute, excluding information and documents protected by the attorney-client privilege.
- 31.2 Remedies. 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 ARTICLE 41, GOVERNING LAW, JURISDICTION, AND JURY TRIAL WAIVER.

ARTICLE 32. PRESS RELEASE

Contractor shall not publish, release, disclose or announce to any member of the public, press, official body or any other third party any information concerning this Contract or the Work, or any part thereof, without the express prior written consent of Company Corporate Communications Department, except as required by law. Neither the names of Company, nor the Site shall be used in any advertising or other promotional context by Contractor without the express prior written consent of Company Corporate Communications Department.

ARTICLE 33. WORKING DAYS AND HOLIDAYS

All references to Days in this Contract refer to calendar Days the particular provision states otherwise. If the final date to perform any act required under this Contract falls on a holiday Company observes, the Party required to perform that act will have until the next Business Day.

ARTICLE 34. DIVERSITY

- 34.1 Each party will comply with the Equal Opportunity Clause (41 C.F.R. 60-1.4(a)) unless it is exempted.
- 34.2 Contractor diversity is critical to Company's overall supply chain management. Company promotes diversity by increasingly doing business with women, minority, and disabled veteran-owned business enterprises ("WMDVBE").
- 34.3 Company does not grant special entitlements to WMDVBEs in evaluating bids; however, Company will make every reasonable effort to assure that these entities are given reasonable opportunities to participate in its contracting.
- 34.4 Contractor is required to identify and certify to Company whether Contractor or any of its Subcontractors is a WMDVBE for tracking purposes. This requirement is not a factor in granting this Contract award. What constitutes a WMDVBE is further described in the following definitions:
- (a) "Women-owned business enterprise" means a business (A) that is at least 51% owned by one or more women or, in the case of any publicly held firm, at least 51% of the stock is owned by one or more women, and (B) whose management and daily operations are controlled by one or more women.
 - (b) "Minority-owned business enterprise" means a business (A) that is at least 51% owned by a minority individual or group or, in the case of a publicly-owned business, at least 51% of the stock is owned by one or more minority groups, and (B) whose management and daily operations are controlled by one or more of those individuals. "Minority" includes: African Americans, Asian Americans, Hispanic Americans, and Native Americans (American Indian, Eskimo, and Aleut).
 - (c) "Service-disabled veteran-owned business enterprise" means a business that is at least 51% owned and operated by one or more service-disabled veterans, or, in the case of a publicly held company, a firm in which at least 51% of the stock is owned by one or more service-disabled veterans. A "service-disabled veteran" is a veteran with a disability that is military service-connected.

ARTICLE 35. ASSIGNMENT AND SUBCONTRACTING

- 35.1 Assignment. Contractor will not assign this Contract or any right under this Contract without Company's prior written consent, and any attempted assignment without that consent will be void and a material breach of this Contract. Company will not unreasonably withhold or condition its consent to any requested assignment. If Company consents to an assignment, neither that consent nor the assignment will release Contractor from any of its obligations under this Contract.

35.2 Subcontracting. Contractor shall not subcontract any or all of the Work without prior written consent of Company which shall not be unreasonably withheld. Contractor shall be fully responsible for the acts or omissions of any Subcontractors of any tier and of all persons employed by them, shall maintain complete control over all such Subcontractors, and neither the consent by Company, nor anything contained herein, shall be deemed to create any contractual relation between the Subcontractor of any tier and Company. Contractor will ensure that each subcontract for the performance of any portion of the Work expressly provides that if this Contract is terminated for any reason, Company may elect to have Contractor assign the subcontract to Company and that the Subcontractor consents to, and will be bound by, that assignment. Additionally, promptly upon the expiration of Contractor's warranties with respect to the Work, Contractor will assign to Company all Subcontractor warranties that have not yet expired.

ARTICLE 36. GOVERNING LAW; JURISDICTION; WAIVER OF JURY TRIAL

This Contract will be governed by and construed in accordance with the Laws of the State of Nevada, without giving effect to its choice or conflicts of law provisions. All civil actions must be commenced exclusively in the courts of Clark County or Washoe County, Nevada or the United States District Court for the District of Nevada.

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 THIS AGREEMENT. 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.

ARTICLE 37. 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's services is completely discretionary with Company. This Contract shall not be construed in any way to impose a duty upon Company to use Contractor.

ARTICLE 38. SEVERABILITY

If any part of this Contract is for any reason held to be unenforceable, the remaining parts will continue to be enforceable.

ARTICLE 39. INTEGRATION

This Contract and any referenced exhibits and attachments, which may have a Non-Disclosure Agreement incorporated by reference, constitute the complete agreement between the Parties. All understandings, representations, warranties, agreements and any referenced attachments, if any, existing between the Parties regarding the subject matter hereof are merged into and superseded by this Contract, which fully and completely expresses the agreement of the Parties with respect to the subject matter hereof. Any Scope of Work, Specifications, Drawings, Schedules or other documents listed in this Contract are incorporated by reference into this Contract.

ARTICLE 40. ORDER OF PRECEDENCE

Any inconsistency or conflict in this Contract will be resolved by giving precedence in the following order: (a) this Contract; (b) Specifications; (c) Appropriate Vegetation treatments and permit requirements ; (d) any remaining Contract attachments (e.g., instructions, other documents, exhibits).

ARTICLE 41. NO WAIVER

Either party's failure to enforce any provision of this Contract at any time, or to require performance by the other party of any provision of this Contract at any time, will not be a waiver of any provision or in any way affect this Contract's validity or any Party's right to enforce each and every provision.

ARTICLE 42. SURVIVAL

The following Articles will survive Final Completion and the termination of this Contract for any reason: RECORDS AND AUDIT, AUTHORIZED REPRESENTATIVES AND NOTICE, WARRANTIES, INDEMNIFICATION and all additional indemnification obligations in this Contract, CONTRACTOR CONDUCT, HAZARDOUS MATERIAL, CONFIDENTIALITY, WORK PRODUCT, DISPUTE RESOLUTION, ASSIGNMENT AND SUBCONTRACTING, GOVERNING LAW, JURISDICTION; WAIVER OF JURY TRIAL, SEVERABILITY, INTEGRATION, ORDER OF PRECEDENCE, NO WAIVER, and SURVIVAL.

ARTICLE 43. CYBERSECURITY

43.1 SCOPE OF THIS ARTICLE

This Article applies to Supplier and its Personnel and Subcontractors that provide hardware, software, or services to the Company that may impact the confidentiality, integrity, or availability of the Company's networks, systems, software, Data, or Confidential Information for the term of the Contract.

43.2 CYBER SECURITY CONTROLS

- a. Supplier shall have and maintain security controls to protect the Company's networks, systems, software, Confidential Information, and Data that are no less rigorous than the latest published version of ISO/IEC 27001 – Information Security Management Systems–Requirements, and ISO/IEC 27002 – Code of Practice for International Security Management
- b. Supplier agrees to disclose to the Company known security vulnerabilities in hardware, software, and services provided under the Contract in a timely manner.
- c. Supplier warrants that the hardware, software, and patches provided under the Contract, will not contain malicious code or any unwanted or unexpected features. Supplier agrees to provide a method to verify the integrity and authenticity of all software and patches provided by the Supplier.
- d. If Supplier will have remote access to Company systems or networks, Supplier shall follow all applicable Company requirements for Supplier-initiated interactive remote access and system-to-system remote access with Supplier. To the extent Supplier's Personnel will have interactive remote access to Company's networks, systems or applications, Supplier's Personnel will use multi-factor authentication provided by the Company. Authentication tokens and passwords must not be shared. Upon either (i) Personnel termination actions or (ii) changes in the status of Personnel which removes their need for remote access, Supplier shall report such termination or change in status to the Company's Service Desk by telephone and email as soon as

practicable and no later than close of the same business day. In the case of Sensitive Personnel and/or involuntary termination, notification must be immediate. In all other cases, notification must be within one business day.

- e. Supplier shall ensure that email from the Supplier and any services provided under the Contract:
 - i. Originates from a domain or domains with a published Domain-based Message Authentication, Reporting and Conformance (“DMARC”) policy of “reject” and with a published Sender Policy Framework policy consisting of valid senders and a “fail” directive (-all). If the optional DMARC “pct” directive is used, “pct” must be set to “100”;
 - ii. Passes a DMARC authentication check;
 - iii. Utilizes a DomainKeys Identified Mail (DKIM) 2048 bit key; and,
 - iv. Supports Transport Layer Security (TLS).

43.3 OVERSIGHT OF COMPLIANCE

As evidence of compliance, Supplier shall either:

- a. If the contract includes hosted or cloud services, Supplier shall provide annually to the Company a Statement on Standards for Attestation Engagements (SSAE) Service Organization Control (SOC) 2 Type II audit covering the scope of the contract and pertaining directly to the Supplier.
- b. If the contract does not include hosted or cloud services, Supplier shall either:
 - i. Annually provide a copy of ISO 27001 certification covering the scope of the contract and pertaining directly to the Supplier; or,
 - ii. Annually provide a copy of a third-party audit covering the security controls relevant to hardware, software, or services provided under this contract and pertaining directly to the Supplier. Audit results and Supplier’s plan to correct any negative findings must also be made available to the Company; or,
 - iii. Allow Company to conduct an assessment, audit, examination, or review of Supplier’s security controls to confirm Supplier’s adherence to the terms of this Article, as well as any applicable laws, regulations, and industry standards, not more than once per year or upon notification of any Security Incident or complaint regarding Supplier’s privacy and security practices. Company may elect to obtain the services of a mutually-agreeable third party to conduct this assessment, audit, examination, or review on behalf of Company. Company shall give Supplier no less than thirty (30) calendar days’ notice of its intent to conduct such assessment, audit, examination, or review. As part of this assessment, audit, examination, or review, Company may review all controls in Supplier’s physical and/or technical environment in relation to all Confidential Information being handled and/or hardware, software, or services being provided pursuant to this Contract. Supplier shall fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure, application software,

and systems relevant to the provision of hardware, software, or services under the Contract.

- c. Allow Company to conduct an assessment, audit, examination, or review of Supplier's security controls to confirm Supplier's adherence to the terms of this Article, as well as any applicable laws, regulations, and industry standards, not more than once per year or upon notification of any Security Incident or complaint regarding Supplier's privacy and security practices. Company may elect to obtain the services of a mutually-agreeable third party to conduct this assessment, audit, examination, or review on behalf of Company. Company shall give Supplier no less than thirty (30) calendar days' notice of its intent to conduct such assessment, audit, examination, or review. As part of this assessment, audit, examination, or review, Company may review all controls in Supplier's physical and/or technical environment in relation to all Confidential Information being handled and/or hardware, software, or services being provided pursuant to this Contract. Supplier shall fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure, application software, and systems relevant to the provision of hardware, software, or services under the Contract.

43.4 SECURITY INCIDENT PROCEDURES; EQUITABLE RELIEF

In the event of a Supplier, or Subcontractor Security Incident affecting the Company, the Company's networks, systems, software, Data, or the Company's Confidential Information,

- a. Supplier shall:
 - i. Notify the Company of the Security Incident as soon as practicable, but no later than 48 hours after Supplier becomes aware of it, to 515-281-2967 and GlobalSecurityOperations@brkenenergy.com; and
 - ii. Provide the Company with the name, phone number, and email for the Supplier Personnel who shall serve as Supplier's primary security contact and shall be available to assist the Company with Security Incident management, response, and recovery associated with the Security Incident.
- b. Immediately following Supplier's notification to the Company of a Security Incident, the Parties shall coordinate with each other to investigate such Security Incident. Supplier agrees to coordinate with Company in Company's handling of the matter, including: (i) assisting with any investigation and (ii) making available all relevant records and other materials required to comply with applicable law, regulation, industry standards, or otherwise reasonably required by Company.
- c. Supplier shall use best efforts to immediately remedy any Security Incident and prevent any further or recurrent Security Incident at Supplier's expense in accordance with applicable privacy laws, regulations, and standards. Supplier shall reimburse Company for actual reasonable costs incurred by Company in responding to, and mitigating damages caused by, any Security Incident, including all costs of notice and/or remediation pursuant to this section.
- d. Supplier shall fully cooperate at its own expense with Company in any litigation or other formal action deemed reasonably necessary by Company to protect its rights relating to the use, disclosure, protection, and maintenance of its Confidential Information and Data.

- e. Supplier acknowledges that any breach of Supplier's obligations set forth in this Article may cause Company substantial irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such a breach or threatened breach, Company is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which Company may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other available remedies at law or in equity, subject to any express exclusions or limitations in the Contract to the contrary.

43.5 OBLIGATIONS ON TERMINATION AND TERMINATION ASSISTANCE

In addition to any other obligations that arise on termination or expiration of this Contract, the Parties agree that, on any expiration or termination of this Contract, upon completion of the delivery of the products and services to be provided under this Contract, or at any time upon Company's request, regardless of the circumstance:

- a. Supplier shall immediately surrender to Company all access cards, security passes, passwords and other such devices granting access to any Work Site or to Company networks or computer systems; and
 - i. If Supplier has access to Company facilities or systems, Supplier shall immediately surrender to Company all access cards, security passes, passwords and other such devices granting access to any Work Site or to Company networks or computer systems; and
 - ii. If Supplier has Company Data, Supplier shall return any Company Data that is in its care, custody or control to Company in the format requested by Company and Supplier shall, within 14 days of receiving Company's written confirmation that it can read the Data provided by Supplier, (1) permanently delete any copies of the Data in Supplier's care, custody or control and (2) send Company written confirmation that data has been deleted.
 - iii. If Supplier has Company hardware or removable media, Supplier will return to Company all hardware and removable media provided by Company that contains Company Data. Company Data in such returned hardware and removable media may not be removed or altered in any way. The hardware should be physically sealed and returned via a bonded courier or as otherwise directed by Company. If the hardware or removable media containing Company Data is owned by Supplier or a third-party, a written statement detailing the destruction method used and the data sets involved, the date of destruction and the entity or individual who performed the destruction will be sent to a designated Company security representative within fifteen (15) calendar days after completion of the delivery of the products and services to be provided under this Contract, or at any time upon Company's request. Supplier's destruction or erasure of Company Data pursuant to this Article must be in compliance with NIST or ISO Standards.

Prior to the expected expiration or termination of a Contract Document by either Party for any reason, or prior to the expected expiration or termination of this Contract for any reason, including the default of the terms of a Contract Document or a default under this Contract, Supplier agrees to provide Company with the reasonable assistance services requested by Company. These services will include, at a minimum, converting data, providing parallel services until Company has transitioned to a new system, providing on-site technical support, cooperating with Company or its designated vendor in developing required interfaces, and such other assistance services as shall be necessary or appropriate to facilitate, without

material or extended interruption to the Services, the orderly transition of the Services to Company or its new provider of services. The Parties agree that assistance services may extend beyond the Term as reasonably required by Company.

43.6 PROHIBITED VENDORS AND VENDOR REGIONS

Supplier may not use in the provision of Work or Services to Company, directly or indirectly using subcontractors, the services, products, component pieces or sub-assemblies of any company identified by Company or by the U.S. Government and/or regulatory authorities as a security threat (collectively, the "Prohibited Vendors and Vendor Regions"), including without limitation the companies identified by Company in Exhibit I and by the U.S. Department of Commerce (which are currently posted on the internet at <https://www.bis.doc.gov/index.php/regulations/export-administration-regulations-car> and as published in 15 CFR, Subchapter C, part 744, Supplement No. 4). Supplier is responsible for being familiar with the Prohibited Vendors and Vendor Regions, including additional Prohibited Vendors and Vendor Regions that Company may identify by Notice to Supplier and that the U.S. Government may identify from time to time during the term of this Contract. If Supplier fails to abide by the requirements of this Section, Company will provide Supplier 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.

48.1

ARTICLE 44. OFAC

Contractor warrants that neither Contractor nor a) any parent, affiliate, or subsidiary to Contractor, or b) any officer, director, employee, agent, lobbyist, or representative of Contractor is on any sanction list maintained and published by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), including but not limited to the Specially Designated Nationals and Blocked Persons List and Consolidated Sanctions List maintained and published by OFAC and available at <https://www.treasury.gov/resource-center/sanctions/Pages/default.aspx> (collectively the "OFAC sanctions lists"). Contractor further warrants, acknowledges, and agrees that:

- .1 Neither Contractor nor any a) any parent, affiliate, or subsidiary to Contractor, or b) any officer, director, employee, agent, lobbyist, or representative of Contractor is operating or acting under any alias or pseudonym to avoid detection as a person or entity on any of OFAC sanctions lists;
- .2 Contractor is prohibited from and shall not, either directly or indirectly, involve or engage in any manner any person or entity that is on any of the OFAC sanctions lists in the performance of this Contract, whether as an officer, director, employee, agent, lobbyist, representative, contractor, subcontractor, vendor, consultant, supplier, materialman, or any other role or relationship of any kind; and
- .3 Contractor's obligations under this Article are ongoing, and Contractor shall remain up-to-date with recent actions and updates by OFAC and shall immediately notify Company at any time it learns that a representation made in this Article is no longer accurate or that Consultant otherwise has been or is in violation of this Article.
- .4 The warranties, representations, and obligations of this Article are material to Company's decision to enter into this Contract, and any failure or violation of same is grounds for termination for cause by Company as a material breach of a provision of the Contract.

Contractor further agrees that it will fully comply and cooperate with Company in any inquiry, request, or investigation initiated by OFAC arising from or related to Contractor's performance under this Contract and will defend, indemnify, and hold harmless Company, its agents, representatives, and employees of and from all fines, fees, penalties, or other liabilities or damages of any kind arising from or related to any

failure or violation of Consultant’s warranties, representations, and obligations under this Article. This obligation is in addition to and not in derogation of any other obligation Consultant may have to defend, indemnify, or hold harmless Company, its agents, representatives, and employees under this Contract.

Contractor warrants that neither Contractor nor any parent, affiliate, or subsidiary to Contractor has fifty-percent (50%) or more equity ownership by a state-owned enterprise or government owned-corporation acting on behalf of the following foreign countries (the “prohibited countries”):

Afghanistan	Crimea Region of Ukraine	Russia	Venezuela
Angola	Iran	Somalia	Yemen
Chad	Iraq	Sudan	
China	Libya	Syria	
Congo	North Korea	Uganda	

Contractor further warrants, acknowledges, and agrees that:

- .1 Contractor is prohibited from and shall not, either directly or indirectly, involve or engage in any manner any entity with fifty-percent (50%) or more equity ownership by a state-owned enterprise or government owned-corporation acting on behalf of any of the prohibited countries in the performance of this Contract, whether as a contractor, subcontractor, vendor, consultant, supplier, materialman, or any other role or relationship of any kind, without first fully disclosing said involvement or engagement to Company;
- .2 Contractor’s obligations under this Article are ongoing, and Consultant shall immediately notify Company in the event a state-owned enterprise or government owned-corporation acting on behalf of any of the prohibited countries attains or acquires fifty-percent (50%) or more equity ownership in Contractor , or any parent, affiliate, or subsidiary to Contractor , or at any time Contractor learns a state-owned enterprise or government owned-corporation acting on behalf of any of the prohibited countries has or has attained or acquired a fifty-percent (50%) or more equity ownership in any entity directly or indirectly involved or engaged by Contractor in the performance of this Contract;
- .3 In the event of such disclosure or notice, Company shall have the right, in its sole discretion, to terminate the Contract for cause by Company as a material breach of a provision of the Contract or, in the event the disclosure involves an entity other than Contractor or any parent, affiliate, or subsidiary to Contractor , Contractor shall, in addition to the right to termination, have the alternative right, in its sole discretion, to reject said entity’s further involvement or engagement in the performance of the Contract, in which case Contractor shall immediately terminate said entity’s involvement or engagement.

Contractor acknowledges and agrees that the warranties, representations, and obligations of this Article are material to Company’s decision to enter into this Contract, and any failure or violation of same is grounds for termination for cause by Company as a material breach of a provision of the Contract.

ARTICLE 45. PROHIBITED IMPORTS

Supplier must take all reasonable efforts to (1) prohibit importing and then selling to Company or (2) using in its supply-chain any product that was mined, produced, or manufactured wholly or in part by forced labor, including forced or indentured child labor pursuant to the Tariff Act of 1930. 19 U.S.C. Section 1307. “Forced labor” shall mean all work or service which is exacted from any person under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily, included forced or indentured child labor. Id.

These products can be found on the internet at <https://www.dol.gov/agencies/ilab/reports/child-labor/list-of-goods>. Supplier is responsible for being familiar with the products posted by the Department of Labor, which may change from time to time during this contract. If Supplier fails to abide by the requirements of this section, Company will provide Supplier 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.

ARTICLE 46. CCPA

Contractor agrees that, in connection with the performance of its obligations hereunder, it is a “service provider” of Company within the meaning of the California Consumer Privacy Act (as in effect from time to time, including all applicable regulations issued thereunder, the “CCPA”). Accordingly, Contractor agrees to comply with all of the requirements of the CCPA that apply to service providers (as defined under the CCPA), including without limitation the prohibition on retaining, using, selling or disclosing personal information (as so defined) provided by or collected on behalf of Company for any purpose other than for the specific business purpose of performing obligations on behalf of Company hereunder, or as otherwise permitted under the CCPA. Moreover, to the extent Contractor’s obligations under this Agreement include the collection of personal information on behalf of Company, Consultant agrees that it shall limit the personal information it collects to that personal information which is necessary to enable it to perform its obligations under this Contract. Contractor will defend, indemnify and hold Company harmless from and against any claims and losses (including reasonable attorney’s fees) to the extent arising from actual or alleged breaches of this Section or violations of the CCPA by Contractor with respect to personal information received, collected, processed, disclosed or retained by Contractor in connection with the performance or non-performance of its obligations under this Contract.

In the event Company receives a verifiable consumer request from a consumer to delete the consumer’s personal information, Contractor shall delete the consumer’s personal information from its records promptly upon Company’s request.

In the event Company receives a verifiable consumer request from a consumer to provide the consumer with consumer’s personal information stored or retained by Contractor on behalf of Company, Contractor shall promptly provide Company all of the requesting consumer’s personal information retained in its records in a secure format and secure mean of transmission as is approved by Company and otherwise in a manner that is consistent with the requirements of the CCPA.

In the event Contractor either receives the foregoing requests to delete or disclose or receives a “do not sell” request, in each case, directly from a consumer whose personal information Contractor collects, processes, retains or stores on behalf of Company, Contractor shall provide prompt written notice to Company, and, as directed by Company, Contractor shall either act on behalf of Company in responding to the request or inform the consumer that the request cannot be acted upon because the request has been sent to a service provider instead of Company.

EXHIBIT A SCOPE OF WORK AND SPECIFICATIONS

A.1 SCOPE OF WORK

Contractor will conduct the hazardous fuels management and stand-by services described in this Scope of Work for NV Energy ("NV Energy" or "Company") on a "true cost time and materials basis" in amounts set forth in its contract. 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 Nevada Revised Statutes ("NRS") 474.580. 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 NRS 474.580. Services to be performed by Contractor 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 and fire response services when NV Energy is engaged in high fire risk activities as follows:

1. Contractor with NWCG 310-1 or NFPA qualified personnel 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 CWPP's, AHJ fuel treatment requirements, Nevada Senate Bill 329, NV Energy's approved NDPP, NDPP Resilient Corridors and 2018 International Wildland-Urban Interface Code (IWUIC) Appendix A requirements, and requirements outlined by the USFS, BLM, and other state, local and federal agencies 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 and around the ROWs.
2. Contractor will implement "pole grubbing", Right-A-Way clearing, resilient corridor's, fuel treatments to create a combustible-free space around poles, fuel breaks in and around the right-a ways, community defensible space projects and programs, in accordance with 2018 IWUIC Appendix A USFS master permits, BLM permits, State Land permits, CWPPs and USFS Decision Memos, local AHJ and maintain such work throughout the duration of the Contract on a schedule agreed to by the Parties. This work can be performed anywhere in and around NV Energy's infrastructure across the state of Nevada or California.
3. Contractor will provide NWCG 310-1 or NFPA qualified stand-by and stand-by resources as requested when NV Energy is engaged in high fire risk activities. Additionally, Contractor will provide qualified resources to conduct wildland training to other field personnel. This work can be performed anywhere in and around NV Energy's infrastructure across the state of Nevada or California.

4. Contractor will provide NWCG 310-1 or NFPA qualified personal for fire standby during high fire danger events (red flag days, PSOM events, etc.) and will provide suppression response to fires potentially impacting NV Energy infrastructure. This work can be performed anywhere in and around NV Energy's infrastructure across the state of Nevada or California.
5. Contractor shall maintain all equipment purchased under this contract, in good and clean working order and ready for projects and response at all times. Company will pay for the actual and reasonable direct costs of repairs and maintenance directly related to normal wear. Due to Contractor's negligence or willful misconduct of the equipment, repairs will be the responsibility of the Contractor.
6. Contractor shall have written approval from Company of all training classes or training conferences that the Contractor will be requesting reimbursed of the cost and personal hours from the Company prior to the training. Failure to seek preapproval from the Company would be at the responsible of the Contractor to cover all expenses for the training and personal hours. Contractor shall develop and implement a program to instruct and train Company's personnel adequately in accordance with the provisions of this contract.
7. Contractor will provide staff to represent NV Energy and Contractor interests during community outreach and media events regarding hazardous fuels, wildland fire, PSOM events, and NDPP initiatives. Contractor will implement CWPP updates and public education regarding fire safety and seek additional external funding opportunities to expand the footprint of work done under this agreement in order to increase resilience and risk management in WUI communities and around NV Energy infrastructure. This work can be performed anywhere in and around NV Energy's infrastructure across the state of Nevada or California.
8. Contractor will employ project manager (FMO, Div. Chief, etc.) as a single point of contact and one 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, establishing contacts with private, state, and federal landowners, providing routine updates to NV Energy FMO's of progress and challenges, capturing accurate project coding, conducting daily tailgate safety briefing are conducted and documented and effective/efficient implementation of services outlined in this Scope of Work. This work can be performed anywhere in and around NV Energy's infrastructure across the state of Nevada or California.

9. NV Energy and will meet and confer in preparing a schedule of projects to be performed. Contractor 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. There is no warranty or liability by Contractor after the “sign off.”
10. Contractor will perform the work on a “time and materials basis” and may start or stop work at its discretion.
11. Upon completion of the first phase of implementation and/or expiration of the secondary 3-year-term of the Contract, the Parties will enter in negotiations in an attempt to reach an agreement for maintenance services.
12. Contractor shall work with the Company on partnering with the Company on securing additional funding from state and federal grants to perform additional fuels treatments.
13. Coordination. Contractor must coordinate the Work through Company’s Project Manager and give Company advance written notice of when and where it will perform the Work in order to avoid confusion and delay.
14. No Interference. Contractor will not commit or permit any act that would interfere with Company’s, or any other contractor’s, activities on or near the Site. Contractor will at all times comply with Company’s instructions regarding the coordination of the Work with other activities at the Site.

A.2 Period Reports and Meetings

Daily work performed with pictures reported in the Company's Fieldmaps.
 Attend weekly fire agency project meeting every Thursday at 8:30 Via the Teams.
 Weekly project reports due to the Company every Wednesday by 5:00pm.
 Monthly project and supply cost for the last 30 days, due to the company on the 25th of every month.
 Monthly updated list on employees working under this contract including qualifications and position.

A.3 Subcontractor Information

Below are the Subcontractors that will be utilized in the performance of this Work.

Subcontractor Name	Description of the Work
City of Fernley	Maintenance on vehicles

A.4 Key Personnel

Provide names, titles and contact information for the persons who are deemed Contractor's key personnel, whose efforts are essential to the successful completion of the Contract.

Name and Title	Contact Information
Jason Nicholl Fire Chief	jnicholl@northlyonfire.com 775-980-5457
Kasey Miller	kmiller@northlyonfire.com 775-575-3310

A.5 Safety Requirements

In addition to complying with ARTICLE 25, SAFETY; INJURY AND INCIDENT PREVENTION of the Contract, Consultant must comply with all safety requirements identified by Company that are specific to the Site.

PER the 2018 INTERNATIONAL WILDLAND-URBAN INTERFACE CODE [A] 108.5 Fire protection plan

Fire Precaution and Response Plan For Project: NVE performing tree trimming, pole grubbing, ROW vegetation clearing, fire standby for power line maintenance, fire standby for gas line maintenance, equipment maintenance and emergency repairs.

A preconstruction field review is required before commencing operations.

If Fire Stand-By is needed on a project contact Fire Mitigation Specialist/or assigned FMO.

The provisions set forth below define the channels of responsibility for fire prevention and suppression activities and establish an attack procedure for fires within the project area. Cooperate with local fire prevention authorities in eliminating hazardous fire conditions and implement the following fire plan under the direction of the project manager.

1. General requirements to be responsible for:
Immediately reporting all fires to the nearest fire suppression agency by calling 911 and NVE dispatch. If a fire is unmanageable, field crews will evacuate. All fires will be reported to NVE Fire Duty Officer regardless of size and actions taken.

When reporting a fire, provide the following information:

- Your Name
- Call back telephone number
- Project Name
- Location: Legal description (Township, Range, Section or Latitude/Longitude); and Descriptive location (Reference point)
- Fire Information: Including Acres, Rate of Spread and Wind Conditions

- a) Obtain the daily fire danger rating for the project area and follow the required mitigation measures according to the adjective ratings in Section (7) of this document.
 - b) When working on USFS HTF lands Notify Sierra Front Interagency Dispatch Center daily by phone (775) 883-5995 with the scheduled work activities including hours of operation and request that the Fire Duty Officer is notified with this information.
 - c) Smoking shall not be permitted, except in a barren area or in an area cleared to mineral soil at least three feet in diameter. All burning tobacco and matches will be completely extinguished and discarded in ash trays, not on the ground.
 - d) Briefing all employees on the fire precaution plan and associated requirements.
2. When Fire Weather Watch is in effect, the following activities are prohibited in the wildland areas:
- PROHIBITIONS**
- 1. Operating or parking a vehicle or other motorized equipment over or on top of dried/cured vegetation.
 - 2. Smoking, except within and enclosed vehicle or building.
 - 3. Using an explosive
 - 4. Operating a chainsaw or other equipment powered by an internal combustion engine between 1:00 p.m. to 1:00 a.m.
 - 5. Welding, or operating an acetylene or other torch with open flame or grinding.

The prohibitions stated above may be approved on a case by case basis with the review and approval of the AHJ and must be submitted in writing to the for approval.

- 3. **RED FLAG DAYS Restrictions:** No Chainsaw or HOT WORK other equipment powered by an internal combustion engine on Red Flag Days are in effect. All wood cutting and HOT WORK is prohibited in the wildland areas until the warning is lifted.
- 4. Except for motor trucks, truck tractors, buses and passenger vehicles equipped with a maintained muffler, equip all hydro-carbon fueled engines, both stationary and mobile, including off-highway vehicles and motorcycles, and with spark arresters that meet U.S. Forest Service Standards as specified in the Forest Service Spark Arrester Guide and maintain the spark arresters in good operating condition. The Forest Service Spark Arrester Guides are available at the https://www.fs.fed.us/t-d/programs/fire/spark_arrester_guides/.
- 5. Equipment service areas, parking areas and gas and oil storage areas shall be located so that there is no flammable material within a radius of at least 50 feet of these areas. Keep work areas clear of flammable material such as oily rags and waste, paper, cartons, and plastic waste and utilize proper containers for material storage.

6. Small mobile or stationary engine sites shall be cleared of flammable material for a radius of at least 16 feet from the engine.
7. Confine welding and grinding activity to cleared areas having a minimum radius of 20 feet measured from the place of welding or grinding.
8. Furnish each piece of equipment with the following:
 - a) Each truck, personnel vehicle tractor, grader or other heavy equipment with 1 shovel, 1 axe or pulaski, and 1 fully charged fire extinguisher UL rated at 2-A:10-B:C, or larger and 1 back pack filled with 5 gallons of water with hand pump
 - b) Each welder will have 1 shovel, 1 fire extinguisher and 1 back-pack filled with 5 gallons of water with hand pump
 - c) Each gasoline-powered tools such as chain saws, soil augers and rock drills require 1 shovel and 1 fully charged chemical pressurized fire extinguisher. The required fire tools shall, at no time, be farther than 26 feet from the point of operation of the power tool.
 - d) Equip each mechanized machine that have hydraulic systems with at least two 4A:80-B:C fire extinguishers, or equivalent for each powered by an internal combustion engine (chipper, feller/buncher), except tractors and skidders. In addition, concentrations of wood dust and debris shall be removed from such equipment daily.
 - e) All shovels shall be size "O" or larger and shall be not less than 4 feet in length.
9. The wildland fire danger rating system established by the United States Forest Service is designed to estimate the relative effect of weather on several aspects of fire behavior, such as spread, intensity, and ignition. The combination of these effects makes up the fire danger rating, the severity of which is as follows: Low, Medium, High, Very High, Extreme.
10. When the fire danger rating is not being generated on a daily basis or when the fire danger rating is
"Low" all of the precautions listed above shall be implemented
11. When the fire danger rating reaches "**Moderate**" the following precautions shall be taken in addition to the conditions specified above:

Provide water tank truck or trailer on or in proximity to the project area for fire control during all working hours and as specified herein.

- a. Equip truck with fire tools (shovel, axe or pulaski's) to provide for 1 tool per person, 2 back-pack 5-gallon water-filled tanks with pumps.
- b. In addition to being available at the work site, the truck and operator shall patrol the area of construction for at least 30 minutes after shutdown.

ROW Clearing and Pole Grubbing shall provide a water tank truck or trailer on or in proximity to the pole grubbing, ROW clearing or hot work project area for-fire control during all working hours and as specified herein.

- a. Equip truck/Fire truck with a 300 gallons or greater tank of water with a motor-powered pump and 100 feet of 3/4 inch hose on a reel with a pump capacity of 150 psi or greater.

12. When the fire danger rating reaches "**High**", the following precautions shall be taken in addition to the conditions specified above:

Provide water fire truck or trailer on or in proximity to the pole grubbing, ROW clearing or hot work project area in the for-fire control during all working hours and as specified herein.

- a. Equip truck with a 300 gallons or greater tank of water with a gasoline or diesel motor powered pump and 100 feet of 3/4 inch hose on a reel with a pump capacity of 150 psi or greater.
- b. All welding and grinding shall be discontinued except in an enclosed building or within an area cleared of all flammable material for a radius of 16 feet and must be pre-wet.
- c. No welding or grinding, unless it is in an enclosed building during the time frame designated as **Red Flag Warning**. Burning or blasting shall not be permitted. At project access points provide a sign to notify workers of the time the restriction becomes effective.

13. When the fire danger rating reaches "**Very High**", the following precautions shall be taken in addition to the conditions specified above:

- a. Chainsaw and mastication operations in the back country shall be discontinued after 1:00 PM. if winds are above 25 mph.
- b. Any work that could start a fire shall require properly equipped fire personnel to be assigned to an operation for the duration of the work to provide for immediate fire response.
- c. All welding and grinding shall be discontinued except in an enclosed building or within an area cleared of all flammable material for a radius of 16 feet and must be pre-wet for a radius of at least 40 feet.
- d. All blasting shall be discontinued, unless the area has been previously cleared from all flammable materials.
- e. Smoking will be permitted only in an enclosed vehicle equipped with an ashtray or in an enclosed building.
- f. Except in case of emergency, vehicular travel will be restricted to

cleared areas or areas which have been pre-wet and are accessible by pressurized water hose or pressurized water tank.

- g. In areas not cleared for a radius of 16 feet pre-wet the area before beginning operations. Maintain the area in a wet condition and provide one lookout with fire-fighting equipment.
- h. In addition to being available at the work site, the truck and operator shall patrol the area of construction for at least 1 hour after shutdown.
- i. During the time frame designated as **Red Flag Warning**, no welding or grinding, unless it is in an enclosed building. Burning or blasting shall not be permitted. At project access points provide a sign to notify workers of the time the restriction becomes effective.

14. When the Fire danger Rating reaches "**Extreme**", the following precautions shall be taken in addition to the conditions specified above:

- a. ON USFS lands a special written authorization from the District Ranger in consultation with the District Fire Management Officer must be obtained in advance of any pole grubbing, ROW clearing tree trimming or hot work welding, grinding, blasting or cutting metal.
- b. Any work that could start a fire shall require properly equipped fire personnel to be assigned to an operation for the duration of the work to provide for immediate fire response.
- c. No welding, blasting or grinding of any kind shall be permitted unless it is in an enclosed building or within an area cleared of all flammable material for a radius of 32 feet and must be pre-wet for a radius of at least 60 feet.
- d. In areas not cleared for a radius of 32 feet pre-wet the area before beginning operations for example but not limited to mastication or mowing. Maintain the area in a wet condition and provide a lookout with fire-fighting equipment.
- e. During the time frame designated as **Red Flag Warning**, no welding or grinding, unless it is in an enclosed building. At project access points provide a sign to notify workers of the time the restriction becomes effective.

15. Proper vehicle maintenance should be followed including:

- Securing trailer tow chains, no dragging parts ensuring they don't drag on the ground
- Check tire pressure, driving on exposed wheel rims will throw sparks
- Carry a fire extinguisher in your vehicle and be prepared to use it
- Properly maintain brakes, brakes worn too thin may cause metal to metal contact which can cause a spark

Don't drive your vehicle onto dry grass or brush. Hot exhaust pipes and mufflers can start fires that you won't even see until it's too late.

A.6 Environmental Requirements

1. Spill Reporting

Spills are required to be reported (gas, liquid or dry bulk material), regardless of whether the spill was contained, that meets either of the following conditions:

- i. Larger than one (1) gallon in a single event (not a long term dripping condition unless it has been allowed to accumulate more than one (1) gallon); or
- j. Any quantity of a hazardous material.

[end of EXHIBIT A]

EXHIBIT B PRICING SCHEDULE

The following pricing schedule shall apply to this Contract:

***/PLACEHOLDER - PRICING SCHEDULE TO BE ADDED AT TIME OF AWARD
PROPOSAL PRICING IS TO BE INPUT IN THE POWERADVOCATE PRICING DATASHEET/***

[end of EXHIBIT B]

EXHIBIT C SPECIAL CONDITIONS

C.1 Background Checks

Contractor must ensure that all Personnel have passed the background checks outlined below before the Personnel entering a Residential Customer's home or property in connection with the Contractor's performance of its obligations under this Contract. For purposes of this Contract, "Personnel" means all Personnel physically accessing a Residential Customer's home or property. Residential Customer has the meaning ascribed to it in EXHIBIT A SCOPE OF WORK AND SPECIFICATION.

- (a) Contractor must perform an Personnel risk assessment to include, at a minimum, identity verification and background check for the current and past countries of residence of all Personnel. At a minimum, an identity verification (social security number verification for U.S. Citizen) and seven (7) year criminal background check including felony or misdemeanor convictions involving the following are required: (1) violence to persons/property; (2) theft/fraud; (3) drug/alcohol; and or (4) traffic. All background checks must be conducted in accordance with federal, state, provincial and local laws, and subject to existing collective bargaining unit agreements or other agreements, if any. Following the initial background check, Consultant must cause updates to be performed upon request by Company but no more frequently than once per year. An appropriate authorization form must be signed by each of the Personnel before a background check being conducted, acknowledging that the background check is being conducted and authorizing the information obtained to be provided to Company. Cost of background checks will be paid by the Company.
- (b) Contractor must keep full and detailed documentation as may be necessary for substantiation of compliance with this section. The method for maintaining documentation must be satisfactory to Company. Contractor must afford Company or its designee access to, and allow them to make copies of, this documentation at Contractor's regular place of business during normal working hours or provide documentation to company in a reasonable alternative manner as may be requested by Company. Contractor must preserve all such documentation for a period of four (4) years after completion of the Work or Services or longer where required by law. These requirements shall also apply to all Personnel, of any tier, and to all companies that are wholly or partially owned by or are affiliated with Contractor.

C.2 Conflict of Interest

1. Prior to commencing work on a project for the Company, Contractor shall review the project scope for a potential Conflict of Interest. A Conflict of Interest exists if Contractor has been retained as the project manager or is receiving compensation from a third party on the same project. If a Conflict of Interest exists, Contractor shall not accept a project to design, estimate and prepare an agreement on behalf of the Company. If no Conflict of Interest exists and Contractor accepts a project to design, estimate and prepare an agreement on behalf of the Company, then Contractor must decline any subsequent work from a third party on the same project. To avoid potential Conflicts of Interest, Contractor shall report to Company projects that Contractor has accepted with third parties on a periodic basis.

C.3 Data Security

1. Any information and data provided by Company to Contractor (electronically or otherwise) and used by the Contractor directly or indirectly in the performance of this Contract ("Data") shall remain at all times the confidential property of Company, including Company customer data. It shall be identified, clearly marked and recorded as such by Contractor on all media and in all documentation. Contractor shall not use Data, and shall not permit any Subcontractor to use Data, for any purpose other than the purpose of performing the services set forth in this Contract.
2. During the term of the Contract, Contractor shall provide Company with Notice regarding the physical location of all Data. Such Notice shall be provided at least forty-eight (48) hours in advance.
3. Contractor shall be responsible for preserving the integrity (i.e., completeness and accuracy) of, and preventing any unauthorized access, corruption, loss, damage and/or destruction to, the Data. Contractor shall take, and shall cause its Subcontractors to take, all reasonable measures to secure and defend their respective systems and facilities to comply with the foregoing requirements. Such measures shall include appropriate physical, electronic and managerial procedures to safeguard and secure the Data both in transit and at rest.
4. Contractor shall ensure the availability of the Data to Company's authorized users at all times, subject to any service level agreements as may be set forth in the Contract. Contractor shall ensure that Company is provided with all applicable keys with respect to encrypted Data.
5. Contractor shall report to Company, within two (2) hours of discovery any and all instances of unauthorized access, corruption or loss, damage or destruction to the Data occurring on any system maintained by Contractor or any Subcontractor. In each such case, Contractor shall investigate such instance and provide Company with the results of such investigation along with a remediation plan for Company's approval within twenty-four (24) hours of discovery. Upon such approval, Contractor shall implement such plan at Contractor's sole cost and expense in accordance with a schedule that is agreed upon between the Company and the Contractor. The Contractor shall provide updates on the investigation and remediation at a frequency agreed upon after the initial notification until the remediation plan has been fully implemented.
6. Contractor agrees to comply and cause its Subcontractors to comply with applicable laws and regulations with respect to the protection and security of the Data (as such laws and regulations are amended from time to time) and at all times during the term of this Contract shall be, and shall cause its Subcontractors to be, independently certified as to its compliance with Service organization Control 2 ("SOC 2") and related or successor standards. Contractor shall indemnify and hold Company harmless from and against any losses incurred by Company as a result of Consultant's breach of the foregoing requirements.
7. Contractor agrees to provide Company with such information and access to Contractor's premises (upon giving reasonable notice) as Company may reasonably require to satisfy itself that Contractor is complying with the obligations referred to in this EXHIBIT. Further, Contractor shall supply Company with copies of all audit reports evidencing Contractor's and its Subcontractor's compliance with the data security requirements set forth herein. Such reports shall include copies of audit reports assessing compliance with SOC 2 and/or related or successor standards.

8. In the event of termination of this Contract Contractor shall, when directed to do so by Company, (i) erase and instruct all its Subcontractors to erase all Data from the Contractor 's systems and magnetic data; and /or (ii) transfer all Data from Contractor's systems, and cause its Subcontractors to transfer all Data from their respective systems, to storage media designated by Company or otherwise directly to Company's systems, as determined by Company.
9. The provisions set forth above apply to all Subcontractors as indicated to the extent and during such periods as they are in possession of any Data.
10. Contractor will follow company requirements for all remote access to Company resources. Contractor will maintain accurate record of employees or Subcontractors who will have remote access to Company resources and the country of origin of individual remote access. The company reserves the right to deny individual remote access connection at company's discretion.
11. For purposes of contacting Company to report a data breach, Contractor will contact by telephone, and concurrently in writing, NVE Legal (Counsel for Customer Privacy Affairs) at (702) 402-5193 and NVE Rates and Regulatory Affairs (Team Leader, Load Research) at (775) 834-4135, or as otherwise directed by NVE in writing to Consultant.

[end of EXHIBIT C]

EXHIBIT D SITE SPECIFIC REGULATIONS

NV ENERGY, INC. GENERATION SAFETY CONTRACTOR REQUIREMENTS

Incorporation by Reference of Company Material. Contractor must obtain a copy of Company's current Generation Safety Manual Procedure, SMP-9 Contractors and Visitors, by contacting the Company Procurement agent or NV Energy Generation Safety Supervisor at (702) 402-8365. This Company manual is incorporated into the Contract by reference. Additional Company Generation Safety Manual Procedures will be provided based on the scope of work. Where there are discrepancies between this section and the Company procedure, the Company procedure will take precedence.

Job Scope Requirements.

- (1) The requirements outlined in this document shall be specified in all job scopes and shall be agreed upon by both parties when the contract is awarded.
- (2) Contractors performing work at a shall meet all requirements of OSHA, DOT, EPA, NFPA, NRC, NV State Fire Marshal, Local Fire Codes, NWCG and/or any other regulatory agencies that may apply.
- (3) All requirements for written plans, policies, and procedures shall be adhered to, and proof of these shall be provided to the Company's Authorized Representative upon request. This includes proof of training.
- (4) According to Nevada statute, each construction worker must possess a valid completion card for OSHA 10-hour training and each construction Supervisory employee must possess a valid completion card for OSHA-30 training. Completion cards must be available at the Site and presented when requested by the Company.
- (5) If licensing or certification is required, copies of current documents shall be provided the Company's Authorized Representative upon request.
- (6) The Company hires certain Contractors to perform fire response and fire standby for the Company. These Personnel are typically within the fire protection trade and have been qualified or certified by their employer through successful completion of an NWCG and NFPA training and certification program. Contractor shall provide proof of NWCG and NFPA qualifications of personal for the position they are operating in to the Company's Authorized Representative.
- (7) Contractor shall have written approval from Company of all training classes or training conferences that the Contractor will be requesting reimbursed of the cost and personal hours from the Company prior to the training. Failure to seek preapproval from the Company would be at the responsible of the Contractor to cover all expenses for the training and personal hours.
- (8) A contractor safety orientation will be attended by Contractor and Personnel prior to Contractor beginning work at any Company generating Site.

Consultant policies that differ from NVE Generation rules and procedures. These documents shall be discussed in advance with the Company's Project Manager.

Stopping Unsafe Work. NV Energy has authorized Company employees to stop any job that is unsafe. The Company's Project Manager and Contractor shall discuss the issues and implement corrective actions, when applicable, prior to Contractor continuing work. If the issues are unable to be resolved, the Work will be postponed or rescheduled until it can be performed safely. The Company expects the Contractor to stop Work if it becomes unsafe.

Notes Regarding Minimum Personal Protective Equipment and Clothing:

- (1) All Personnel shall come dressed for work appropriate for the Work being performed. The Company does not allow shorts, cutoffs, sleeveless shirts, athletic shoes, sandals, or soft top hiking boots.

Additional clothing requirements may vary by Site. It is the Contractor's responsibility to become knowledgeable and comply with these requirements.

- (2) Safety glasses with side shields meeting the requirements of ANSI Z87. Prescription safety glasses must meet these requirements, or safety glasses designed to fit over prescription glasses must be worn.
- (3) Safety-toed protective footwear meeting the requirements of NFPA 1977 Standard on Protective Clothing and Equipment for Wildland Fire Fighting and Urban Interface Fire Fighting are required to be worn by construction / maintenance Contractors. . Open toed shoes, sandals and high heels are not authorized.
- (4) Hard hats shall meet the requirements of ANSI Z89.1 Type 1, Class E and G or NFPA 1977. Hard hats manufactured to look like cowboy hats are prohibited on all generating Sites and will not be considered proper head protection.
- (5) Contractors must have the Contracted company name and Personnel names on the hard hat.
- (6) All personal protective equipment must meet the appropriate ANSI and/or ASTM or NFPA standard for protection.
- (7) Hearing protection shall be worn in locations designated by the facility and/or when Work produces noise levels greater than 85 dBA.
- (8) Fall Protection is required when working at heights of four (4) feet or greater above ground on all elevated structures unless other fall prevention structures are in place (i.e. safety net, guardrail system or equivalent). Fall protection shall meet requirements of ANSI standard Z359.1.
 - a. .

Safe Work Practices.

- (1) Generation employs safe work practices to ensure that thorough hazard evaluations occur, safeguards are used to mitigate or eliminate hazards, tailboards are conducted, equipment is isolated, and the facility has granted approval for work prior to the work being performed.
- (2) Generation Safe Work Practices are defined as the following programs: Work Permit, Control of Hazardous Energy ("Lockout / Tagout"), Hot Work Permit, Confined Space Entry and Electrical Safety. Each contract employee is expected to follow and comply with these programs.

Tools, Mobile Equipment, Overhead Cranes. Contractors shall supply their Personnel with tools necessary to perform the Work safely. In certain situations, Personnel may require the use of specialized tools, including mobile equipment and overhead cranes that are owned by the Company. Both parties must agree prior to use of the tools.

Tool Protocol for Foreign Material Exclusion. The primary contracting company shall provide a copy of Contractor's tool protocol for "Foreign Material Exclusion" when the scope of Work includes performing work on sensitive equipment, (turbines, generators, etc.). Foreign material exclusion ensures items, such as tools, dunnage, cleaning cloths, etc., do not remain on any equipment or machinery within the designated area. The intent is to prevent materials from causing damage during test running, start up or operation of the equipment. The system shall include a "check in/check out" process to account for material described above. In addition, a barrier or barricade shall be established to prevent unauthorized personnel from entering the designated area. Upon request, the primary contracting company will provide copies of their tool accountability logs to the Company Project Manager.

EXHIBIT E FORM OF INVOICE AND PURCHASE ORDER

Please remit payment to:

Name of Fire Protection District
800 Main Way Reno, NV 89511

Invoice Date: September 24th, 2022

Sierra Pacific Power Co. DBA NV Energy
Attn: Mark Regan / Accounts Payable
P.O. Box 10100
Reno, NV 89520

Invoice Period: August 21, 2022 – September 20, 2022
Invoice #21 **PLEASE REFERENCE INVOICE # 2223-05-NVE21**
Fire District DUNS: 078770000

Contract Agreement #: NV GSS 2020 03000 NV DIST
Master PO #: 0003030000
Contract period: 03/26/2020 - 03/26/2023

Project Cost breakdown - Total costs in this section includes personnel, applicable vehicle use, fuel & maintenance, supplies & administrative rate costs		
RWT3Z1PGSP - Home Code	Project work during this quarter included but is not limited to the following: East Shore 4100 Circuit	\$ 53,506.69
RWT3Z2PGSP	Project work during this quarter included but is not limited to the following: East Shore 4100 Circuit	\$ 86,630.00
REDFLDSSPC	Project work during this quarter included but is not limited to the following: 09/01/2022 Red Flag coverage. See back up documentation	\$ 9,503.83
HW22DSSP01	Project work during this quarter included but is not limited to the following: 09/04/2022 Heatwave coverage, 09/05/2022 Heatwave coverage, 09/06/2022 Heatwave coverage, 09/01/2022 Heatwave coverage & 09/08/2022 Heatwave coverage. See back up documentation	\$ 38,783.70
Washoe County UL 781 Fairview BLVD	Project work during this quarter included but is not limited to the following: Washoe County Parcels *****NOTE***** Total for this project equals \$320.74 50/50 split with Washoe County. NV Energy to pay \$160.37 for this project. No billable vehicle use, fuel, supplies & materials applicable to this project.	\$ 160.37
Project cost breakdown total:		\$ 188,584.59

Total Amount Due: \$188,584.59

Invoice	Amount
Invoice #21	\$188,584.59
Current total expenditures through Invoice #21	\$3,177,256.23
Agreement Balance	\$2,226,842.19

Your timely payment is appreciated!

INVOICE

Name of Fire Protection District

XXXX Main Way
 Reno, NV 89511
 775 300-0000 Phone
 XXXXXX@XXXX.us

TIN: 38-3800000
 SAM UEI: 55R3Z3XXXXXX

INVOICE NO: 2022-0067
 DATE: May 9, 2022
 REFERENCE: PO 000300060

TO Sierra Pacific Power Company dba NV Energy

Attn: Mark Regan
 Accounts Payable - 54A60
 PO BOX 10100
 Reno, NV 89520-0024
 Aninvoice@NVEnergy.com

PAYMENT TERMS
Upon receipt

DESCRIPTION	LINE TOTAL
PO 000303000- Line 1, for 02-01-2022 to 02-28-2022	
PERSONNEL LABOR COSTS:	
TSNTZ1PGSP Work on Circuit # 0000	\$
TST1Z1PGSP Work on Circuit # 0000	\$
RWNTZ1PGSP Work on Circuit # 0000	\$
RWNTZ2PGSP Work on Circuit # 0000	\$
RWNTZ3PGSP	\$
RWT1Z1PGSP	\$
RWT2Z1PGSP	\$
RWT2Z2PGSP	\$
RWT2Z1PGSP	\$
PSOM202201 Date of PSOM	\$
REDFLAGSPC Date of Red Flag	\$
	\$
RWNTZ1PGSP -EQUIPMENT PURCHASE	\$
RWT1Z1PGSP -EQUIPMENT PURCHASE	\$
RWT2Z1PGSP -EQUIPMENT PURCHASE	\$
TSNTZ1PGSP - SUPPLIES & MISC. PURCHASES	\$
RWNTZ1PGSP - SUPPLIES & MISC. PURCHASES	\$
RWT1Z1PGSP - SUPPLIES & MISC. PURCHASES	\$
RWT2Z1PGSP - SUPPLIES & MISC. PURCHASES	\$
TOTAL	\$

Make all checks payable to:
 Name Of Fire Protection District
 3000 Main Way
 Reno, NV 89511



Dept. Name/Starting Thursday-Wednesday (Dates) Click here to enter text.

1. Project#/Location/Circuit Number:

Click here to enter text.

2. AHJ: TNE/HTF/FPD(s):

Click here to enter text.

3. Operational Update:

Click here to enter text.

4. Production rates: (Spans, Miles, acreage, feet, etc.)

5. Miles, months, weeks, etc. to complete

Click here to enter text.

6. Anticipated Needs:

Click here to enter text.



7. Critical Needs/Resources:

Click here to enter text.

8. Safety Issues/Lesson's Learned

Click here to enter text.

9. Equipment Purchased:

Click here to enter text.

10. Newly Hired Employees/or Separated:

Click here to enter text.

11. **NDF foresters Only** (Please project work/assignments/training, etc.):

Click here to enter text.



Weekly Project Report-on Conditions

Project Code: _____ Project Name: _____ Initial Treatment (I) or Maintenance (M): _____ Grant funds applicable (Yes/No) who?: _____ Tier area (S, L, IF): _____ Field Maps Updated Initials (Must Be Completed): _____ Equipment hours: _____ Non-Tier (NDF Wildfire Risk Map): _____ Hours: _____

Day	Project Circuit	Project Code	Initial Treatment (I) or Maintenance (M)	Grant funds applicable (Yes/No) who?	Tier area (S, L, IF)	Field Maps Updated Initials (Must Be Completed)	Equipment hours	Non-Tier (NDF Wildfire Risk Map)	Hours
Thursday									
Friday									
Saturday									
Sunday									
Monday									
Tuesday									
Wednesday									



Weekly Project Report-on Conditions

Emergency Response Information (Please provide on a weekly basis when applicable)

Day	Project Code	Fire Responses	Red Flag Staffing (Hours/Days)	PSOM Staffing (Hours/Days)	Other Emergency Related Responses	In District or Out of District Fire Assignment
Thursday						
Friday						
Saturday						
Sunday						
Monday						
Tuesday						
Wednesday						

Other Notable Information:

- Please log-in weekly to you assigned NVE tablets

Updated: 3/2023 (C)

[end of EXHIBIT E]

**EXHIBIT E: Form of Invoice for Nevada Power Company and/or Sierra Pacific Power Company
dba NV Energy**



Purchase Order

Purchase Order Date Revision Page

Nevada Power Company
 dba NV Energy
 6226 West Sahara Avenue
 Las Vegas NV 89146

Bill To: Nevada Power Company
 Attn: Accounts Payable - S4A60
 P.O. Box 10100
 Reno NV 89520-0024
 Or, email invoice to: APinvoice@NVEnergy.com

Line	Schd Item	Mfg. Name	Vendor Item ID	Quantity	UOM	PO Price	Extended Amt
------	-----------	-----------	----------------	----------	-----	----------	--------------

Total PO Amount



Purchase Order

Purchase Order Date Revision Page

Sierra Pacific Power Company
 dba NV Energy
 6100 Neil Road
 Reno NV 89511

Bill To: Sierra Pacific Power Company
 Attn: Accounts Payable - S4A60
 P.O. Box 10100
 Reno NV 89520-0024
 Or, email invoice to: APinvoice@NVEnergy.com

Line	Schd Item	Mfg. Name	Vendor Item ID	Quantity	UOM	PO Price	Extended Amt
------	-----------	-----------	----------------	----------	-----	----------	--------------

Total PO Amount

Line-Schd	Item	Mfg Name	Vendor Item ID	Quantity	UOM	PO Price	Extended Amt
-----------	------	----------	----------------	----------	-----	----------	--------------

Counterparty's written acceptance, delivery of goods or services, or performance of this Purchase Order creates a contract. NV Energy's Standard Purchase order Terms and Conditions apply. This Purchase Order may be used to accept formal offers submitted in response to a Request for Proposal (RFP), or to fund bilaterally executed contracts. In such cases, the terms and conditions of the RFP or the Contract apply and take precedence over NV Energy's Standard Purchase Order Terms and Conditions.

The parties agree that this Purchase Order shall be governed by the Terms and Conditions located at <http://www.nvenergy.com/company/doingbusiness/suppliers/index.cfm> which are incorporated herein by reference. Seller represents by its execution hereof or performance hereunder that it has read and agrees to be bound by such terms and conditions.

Invoicing Instructions:

- A. Counterparty will submit to Company an invoice for payment and any supporting back-up documentation, such invoice will contain the following information:
 - (1) A valid NV Energy purchase order (PO) number - including the leading zeros;
 - (2) The PO Revision Number or Release Number, if applicable;
 - (3) Invoices for material only - a reference to the PO Line Number and Schedule Number for each Invoice Line;
 - (4) The full name of NV Energy's personnel who requested the expenditure (to the extent available);
 - (5) Counterparty's legal name and mailing address, name, title, and telephone number of its contact person;
 - (6) Counterparty's remittance address if different from its mailing address;
 - (7) A unique invoice number;
 - (8) Invoice date, its due date, payment terms, and, if offered, the early payment discount terms;
 - (9) Separate invoice lines for material and labor (when applicable) with appropriate tax applied to material portion only;
 - (10) Freight shown as a separate line item, as applicable - if freight exceeds \$250, attach supporting documentation showing breakdown of freight costs.

Note: The State of Nevada does not collect sales tax on freight charges; accordingly, please separate freight charges on all invoices.

 - (11) Tax shown as a separate line item, as applicable;
 - (12) Miscellaneous charges included as separate line item;
 - (13) Total invoice amount, and any supporting back-up documentation; and
 - (14) Shipping date, ship to address, and shipping method.

- B. Send invoice to:
 - Mail invoice to: NV Energy, Accounts Payable Processing Center, P.O. Box 10100 Reno, NV 89520-0024; or
 - Email invoice to: "APInvoice@NVEnergy.com".

Note: The email must contain only one (1) PDF file, with the invoice as first document and any backup as additional pages. There must be only one (1) attachment per email.

[end of EXHIBIT E]

**UNCONDITIONAL WAIVER AND RELEASE
UPON FINAL PAYMENT**

Under NRS 108.2457(5)(d), use this form where Contractor (as lien claimant) has been paid the final billing.

Nevada Power Company and/or Sierra Pacific Power Company d/b/a NV ENERGY

Project Name:
Property Location:
Consultant:
Invoice Number:
Payment Amount:
Payment Period:
Amount of Disputed Claim(s):

The undersigned, Contractor has been paid in full for all work, materials, and equipment furnished to Nevada Power Company and/or Sierra Pacific Power Company d/b/a NV ENERGY for the above-described Property and waives and releases any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned, Contractor has on the above-described Property, except for the payment of Disputed Claims, if any, noted above. The undersigned, Contractor warrants that he either has already paid or will use the money received from this final payment to promptly pay in full all his laborers, subcontractors, materialmen, and suppliers for all work, materials, and equipment that are the subject of this waiver and release.

This Waiver and Release is signed by the authorized representative having the legal power and right to bind Contractor.

Dated:

.....
(Contractor's Company Name)

By:

Its:

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form.

CONDITIONAL WAIVER AND RELEASE
UPON FINAL PAYMENT

Under NRS 108.2457(5)(c), use this form where Contractor (as lien claimant) is required to execute a waiver and release in exchange for or to induce payment of a final billing and Contractor is not paid in exchange for the waiver and release. Or a single payee check or joint payee check is given in exchange for the waiver and release.

Nevada Power Company and/or Sierra Pacific Power Company d/b/a NV ENERGY

Project Name:
Property Location:
Consultant:
Invoice Number:
Payment Amount:
Payment Period:
Amount of Disputed Claim(s):

Upon receipt by the undersigned, Contractor of a check in the above-referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned, Contractor is deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned, Contractor has on the above-described Property to the following extent:

This release covers the final payment to the undersigned, Contractor for all work, materials, or equipment furnished by the undersigned to the Property or to NV ENERGY and does not cover payment for Disputed Claims, if any. Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned, Contractor warrants that he either has already paid or will use the money received from the final payment to promptly pay in full all his laborers, subcontractors, materialmen, and suppliers for all work, materials, or equipment that are the subject of this waiver and release.

This Waiver and Release is signed by the authorized representative having the legal power and right to bind Contractor.

Dated:

.....
(Contractor's Company Name)

By:

Its:

[end of EXHIBIT F]

EXHIBIT G SECURITY

INTENTIONALL OMITTED.

[end of EXHIBIT G]

EXHIBIT H GUIDELINES FOR EXPENSE REIMBURSEMENT

**** Itemized receipts are required for all reimbursable expenses ****

NV ENERGY PER DIEM/TRAVEL EXPENSES FOR PARTNERING FIRE AGENCY PERSONNEL

PURPOSE

To establish guidelines for reimbursement of expenses incurred while on NV Energy business.

STATEMENT OF POLICY

It is the policy of the NV Energy to reimburse partnering fire agency personnel for reasonable and necessary meal or hotel expenditures made by fire personnel while on official NV Energy business at least equal to the allowable rate set out by NRS 281.160(3); all allowable expenses will be itemized. Claims for reimbursement shall be accompanied by invoices and/or receipts showing proof of payment of such claims. In such instances where rates may exceed the allowable rate(s) set by GSA Per Diem Rates for Nevada approval will be sought by the NV Energy Duty Officer or Fire Chief.

1 TRAVEL WHILE ON NV ENERGY UP-STAFFING OR ASSIGNED INCIDENT

1.1. OVERNIGHT TRIPS

1. Lodging: Hotel and motel expenses will be reimbursed on completion of authorized travel and upon submittal of proper claim(s). The single rate shall not exceed the established GSA rate per night.
2. A NV Energy rate shall be requested, before requesting the government rate where available.
3. The NVE Meal/Hotel Sign-in sheet will be signed daily or after each meal. This will be sent in along with the receipt and/or invoice. Meal/Hotel must be reported on weekly report.

1.2. MEALS:

1. Meal reimbursements for all overnight trips are to be itemized on proper accounts payable claim forms (Your Agency Forms) and have signed the NVE Incident Meal/Hotel Sign-in Sheet. All meals will need to be approved and are not to exceed \$100.00 max for 3-meals.
2. The NVE Meal/Hotel Sign-in sheet will be signed daily or after each meal. This will be sent in along with the receipt and/or invoice.
3. If there is to be only 1 or 2 meals purchased in a day the following rates will apply.
 - a) Dinner \$45.00
 - b) Lunch \$30.00
 - c) Breakfast \$ 25.00

1.3 APPROVAL PROCESS

1. Pre-approval must be granted before purchasing meals or hotels by contacting the on-duty NV Energy Duty Officer or Fire Chief.
2. All meals will be coded to the correct NV Energy charge code.
3. The NVE Meal/Hotel Sign-in sheet will be signed daily or after each meal. This will be sent in along with the receipt and/or invoice immediately following the incident close-out.
4. Airfare and lodging: All travel, that you request reimbursement for from Company must be approved prior to booking. Contract firms may make their own arrangements for air travel, rental car and hotel stays, but expenses must meet these guidelines. Company will reimburse for coach class travel only. Charges in excess of coach ticket are the responsibility of the contract firm. Booking flights less than seven (7) days prior to departure is strongly discouraged and must be approved by the hiring manager. Company will only reimburse for standard hotel rooms and prefers that contractors use hotels where negotiated discounts are available. Check with the Company's preferred travel services provider for hotels with discounted rates. You are welcome to utilize the Company, or your own corporate, discounts

5. Rental cars / ground transportation: If a rental car is required, there will be only one car per contract firm and rental will require the approval of the hiring manger. Company may require proof of insurance.
6. Company will reimburse shuttle, cab or mileage for one trip to and from the airport up to a maximum of \$50 for each business trip. If you park at the airport, Company will reimburse you for economy parking only. Receipts for all ground transportation, parking and mileage are required.
7. Use of personal or company vehicles will be reimbursed at the currently effective IRS allowed rate per mile. Required automobile insurance is required.
- 8.

1.4 TIPS:

Tips are allowed and will not exceed more than 20%. Please write on the receipt "Tips assessed by the vendor and not the purchaser" when completing the transaction.

Non-Reimbursable Expenses: The following is a listing, though not all inclusive, of expenses that will not be reimbursed;

- Business gifts
- Expenses for non-business purposes
- Fines
- Local travel time (defined as within 50 miles within contractor's office)
- General office supplies
- Personal entertainment or recreation (in-room movies, health club)
- Expenses incurred by contractor family members
- Expenses not supported with a valid receipt
- Alcoholic beverages
- Laundry service
- Barber and beautician fees
- Personal hygiene products (shampoo, razors blades, toothbrushes)
- Parking for local contractors

Expense report documentation: Accurate expense reports submitted in a timely manner substantially reduce the invoice processing time. Reports include a worksheet or listing of each expense, with date, type of expense and amount noted. **Itemized receipts are required for all reimbursable expenses.** You can use a standard form from your company or request one from Company. Please see the sample entry below if you are creating your own worksheet.



INCIDENT MEAL/HOTEL SIGN-IN SHEET

Charge Code(s): _____

PAGE: _____ OF _____

SUPPLIER NAME:		DATE:	
INCIDENT NAME:		INCIDENT NUMBER:	
<p>PROHIBITED: ALCOHOLIC BEVERAGES, ELECTRONIC GAMES, PHOTOCOPIED/DUPLICATE SIGNATURES, & WHITE-OUT NON-UNIFORM PERSONNEL MUST HAVE A VALID AGENCY I.D. OR OTHER GOVERNMENT-ISSUED ID ALL PERSONNEL CONSUMING MEALS MUST SIGN THIS FORM. RESTAURANT MEALS MAY ONLY BE PAID FOR WHEN ASSIGNED TO NV ENERGY STAFFING OR ON-GOING INCIDENT. <u>BY SIGNING BELOW, EACH PERSON ACCEPTS THE CONDITIONS FOR RECEIVING MEALS ON BEHALF OF NV ENERGY.</u></p>			
FULL NAME (PLEASE PRINT LEGIBLY)	Unit NUMBER	Department	SIGNATURE (DO NOT SIGN ON BEHALF OF OTHERS)
EX. MEAGAN KRUEGER	E-35	IF/ST/E SINGLE RESOURCE	
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

[End of EXHIBIT H]

EXHIBIT I PROHIBITED VENDORS AND VENDOR REGIONS

INTENTIONALLY OMITTED.

[end of EXHIBIT I]

EXHIBIT A SCOPE OF WORK

The North Lyon County Fire Protection District or ("Contractor or NLF") will conduct the hazardous fuels management and stand-by services described in this Scope of Work for NV Energy ("NV Energy" or "Company") 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 Nevada Revised Statutes ("NRS") 474.580. This Contract represents cooperative and pre-emptive implementation of the requirement to eliminate fire hazards. Specifically, NLF will provide Hazardous Fuels Management & Stand-by Services for Company in accordance with NRS 474.580. Services to be performed by NLF 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 and fire response services when NV Energy is engaged in high fire risk activities as follows:

1. NLF 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 CWPP's, AHJ fuel treatment requirements, Nevada Senate Bill 329, NV Energy's approved NDPP, and 2018 International Wildland-Urban Interface Code (IWUIC) Appendix A requirements, and requirements outlined by the USFS, BLM, and other state and federal agencies 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. NLF will implement "pole grubbing", Right-A-Way clearing, resilient corridor's, fuel treatments to create a combustible-free space around poles, fuel breaks in and around the right-aways in accordance with 2018 IWUIC Appendix A USFS master permits, BLM permits, State Land permits, CWPPs and USFS Decision Memos, local AHJ and maintain such work throughout the duration of the Contract on a schedule agreed to by the Parties. This work can be performed anywhere in and around NV Energy's infrastructure across the state of Nevada or California
3. NLF will provide NWCG 310-1 qualified stand-by and stand-by resources as requested and adequate NLF resources are available when NV Energy is engaged in high fire risk activities. Additionally, NLF will provide qualified resources to conduct wildland training to other field personnel.
4. NLF will provide fire standby during high fire danger events (red flag days, PSOM events, etc.) and will provide suppression response to fires potentially impacting NV Energy infrastructure when adequate NLF resources are available.

5. NLF will provide staff to represent NV Energy and NLF interests during community outreach and media events regarding hazardous fuels, wildland fire, PSOM events, and NDPP initiatives. NLF will implement CWPP updates and public education regarding fire safety and seek additional external funding opportunities to expand the footprint of work done under this agreement in order to increase resilience and risk management in WUI communities and around NV Energy infrastructure.

6. In order to perform items 1-5, the following resources may be made available at the discretion of NLF:

- a. One (1) Type VI engine
- b. One (1) FMO @ 80%
- c. Two (2) Crew supervisors
- d. Six (6) Firefighters
- e. Various hand and power tools to include, but not limited to:
 - i. Rakes
 - ii. Shovels
 - iii. Power blower
 - iv. Weed trimmers
 - v. Chainsaws
 - vi. Various firefighting equipment standard to wildland Type VI engine.

7. NLF will employ one FMO 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.

8. NV Energy and NLF will meet and confer in preparing a schedule of projects to be performed. NLF 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. There is no warranty or liability by NLF after the “sign off.”

9. NLF will perform the work on a “time and materials basis” and may start or stop work at its discretion.

10. Upon completion of the first phase of implementation and/or expiration of the secondary 3-year-term of the Contract, the Parties will enter in negotiations in an attempt to reach an agreement for maintenance services.

Exhibit B

Fund	EMP #	Name	Current Step	Current Rate	Proposed Step	Proposed Rate	Longevity	Hol. Pay	PERS	MINS	WCF	EMP Tax	Total Liability	Loaded Hourly FY1 (7%)	Loaded Hourly FY2 (7%)	Loaded Hourly FY3 (7%)
WL	875	Chandler	BB2	\$ 19.76	BB3	\$ 31.50	\$ -	\$ 4,536.00	\$ 32,760.00	\$ 25,500.00	\$ 6,225.00	\$ 1,000.00	\$ 135,541.00	\$ 65.16	\$ 69.73	\$ 74.61
WL	721	Cohen	CS1	\$ 21.50	CS2	\$ 33.57	\$ -	\$ 4,834.08	\$ 34,912.80	\$ 19,000.00	\$ 6,225.00	\$ 1,000.00	\$ 135,797.48	\$ 65.29	\$ 69.86	\$ 74.75
WL	885	Keithly	BB1	\$ 19.00	BB2	\$ 30.28	\$ -	\$ 4,360.32	\$ 31,491.20	\$ 6,000.00	\$ 6,225.00	\$ 1,000.00	\$ 112,058.92	\$ 53.87	\$ 57.65	\$ 61.68
WL	234	Kuntz	BC1	\$ 48.01	BC2	\$ 51.69	3.10	\$ 7,443.36	\$ 53,757.60	\$ 29,000.00	\$ 6,225.00	\$ 1,000.00	\$ 204,941.16	\$ 78.82	\$ 84.34	\$ 90.25
WL	873	Reyes	BB2	\$ 20.55	BB3	\$ 31.50	\$ -	\$ 4,536.00	\$ 32,760.00	\$ 8,000.00	\$ 6,225.00	\$ 1,000.00	\$ 118,041.00	\$ 56.75	\$ 60.72	\$ 64.97
WL	NA	NA	NA	NA	CS1	\$ 32.28	\$ -	\$ 4,648.32	\$ 33,571.20	\$ 19,000.00	\$ 6,225.00	\$ 1,000.00	\$ 131,586.92	\$ 63.26	\$ 67.69	\$ 72.43
WL	NA	NA	NA	NA	BB1	\$ 29.12	\$ -	\$ 4,193.28	\$ 30,284.80	\$ 8,000.00	\$ 6,225.00	\$ 1,000.00	\$ 110,272.68	\$ 53.02	\$ 56.73	\$ 60.70
WL	NA	NA	NA	NA	BB1	\$ 29.12	\$ -	\$ 4,193.28	\$ 30,284.80	\$ 8,000.00	\$ 6,225.00	\$ 1,000.00	\$ 110,272.68	\$ 53.02	\$ 56.73	\$ 60.70
WL	NA	NA	NA	NA	BB1	\$ 29.12	\$ -	\$ 4,193.28	\$ 30,284.80	\$ 8,000.00	\$ 6,225.00	\$ 1,000.00	\$ 110,272.68	\$ 53.02	\$ 56.73	\$ 60.70

EXHIBIT C

North Lyon County Fire Protection District



Hazardous Fuels
Management & Stand-by
Services

Definitions

The following terms, in their singular and plural forms, shall have the following meaning when used in this document to clarify specific language unique to the fire service industry.

- (a) "Configuration" means the established arrangement of resources providing a specific service.
- (b) "PPE" means personal protective equipment.
- (c) "Fleet" means a number of vehicles operating together or under the same ownership.
- (d) "IMT" means incident management team. Incident management team is a term used to refer to a group that responds to an emergency. Although the incident management team concept was originally developed for wildfire response, it has been expended into what is now known as "All Hazards".
- (e) "NWCG" means National Wildfire Coordination Group. The National Wildfire Coordinating Group was formed in the United States as a result of the aftermath of a major wildfire season in 1970. The 1970 fire season underscored the need for a national set of training and equipment standards which would be standardized across the different agencies

North Lyon County Fire Protection District

Fuels Management & Stand-by Services Overview

This proposal has been completed to provide a reasonable expectation of funding the operation of hazardous fuels management and stand-by services provided by Truckee Meadows Fire Protection District resources. This proposal is not inclusive of all possible costs. Additional costs may be necessary to ensure operational success. The proposal outlines potential costs during a 3-year period including personnel costs, fleet, equipment, supplies, operational costs, management & administration oversight costs.

3 Year Personnel Costs -	Estimate Total Costs
All personnel – Including proposed new positions – Year round	<u>\$ 1,967,644.20</u>

This configuration will make up the personnel providing annual fuels treatment (2080 hours/person). Personnel costs include salaries, fringe benefits including worker's compensation, unemployment insurance, health insurance, retirement, and other overhead costs. If needed, a breakdown of these costs may be provided. See attached 3-year breakdown of personnel.

Fleet Costs –	Estimate Total Costs
Equipment/Logs/Facility –	<u>\$ 75,000.00</u>

~~Includes \$500,000.00 carried over from previous contract for operational vehicles.~~ The estimated cost for the engine a "maximum" cost and includes the cost of up-fitting vehicles to ensure operational standards of the Interagency Standards for Fire and Fire Aviation Operations are met. The rationale behind this configuration would be due to the possibilities fire suppression and fuels management needs. See attached equipment purchase breakdown.

Supplies –	Estimate Total Costs
Supplies – PPE and operational materials	<u>\$ 24,000.00</u>

Supplies have been identified as necessary items for personnel to conduct the services outlined within the contract. Fuels management and fire suppression services require specific PPE for both safety and operational purposes. See attached PPE and operational supplies.

Management & Administrative Costs	Estimate Total Costs
Costs include planning, GIS mapping, financial reporting, logistics, project tracking	<u>\$78,705.77</u>

Management & administrative costs support operations. GIS mapping, financial reporting, logistics and project tracking provide necessary oversight that ensures operations can be conducted efficiently. The estimated costs are considered approximately @ 4% of total operation personnel costs. Costs may be more or less than this estimate. ~~The rate has been determined by utilizing the GFAA CAL OES agreement administrative rate. This rate has been calculated by the District specific to district costs.~~

Estimated Grand Total	Estimate Total Costs
*Estimated costs include but not limited to items listed above	<u>\$ 2,145,349.97</u>

North Lyon County Fire Protection District

Personnel Breakdown per year

Item	Cost	Number	Number of Hours	Total Hours	Total
Personnel Year 1					
Crew Supervisor	1	\$59.38	2080	2080	\$123,520.32
Squad Boss					
Equipment Operator					
Engine Operator					
Crewmember	3	\$49.48	2080	6240	\$308,755.20
Fire Management Officer	1	\$80.98	2080	2080	\$168,438.28
Intermittent Project Supervisor	1	\$50.00	350	350	\$17,500.00
Mechanic - Tentatively Added					
WUI Community Risk Reduction Specialist					
Fire Watch Intermittent - Removed					
4% Indirect Cost	1	4%			\$24,088.55
Sub-total annual					\$626,302.40
Personnel Year 2					
Crew Supervisor	1	\$63.54	2080	2080	\$132,163.20
Squad Boss					
Heavy Equipment Operator					
Engine Operator					
Crewmember	3	\$52.94	2080	6240	\$330,345.60
Fire Management Officer	1	\$86.65	2080	2080	\$180,232.00
Intermittent Project Supervisor	1	\$50.00	350	350	\$17,500.00
Mechanic					
WUI Community Risk Reduction Specialist					
Fire Watch Intermittent - Removed					
4% Indirect Cost	1	4%			\$26,409.63
Sub-total annual					\$686,650.40
Personnel Year 3					
Crew Supervisor	1	\$67.99	2080	2080	\$141,419.20
Squad Boss					
Equipment Operator					
Engine Operator					
Crewmember	3	\$56.64	2080	6240	\$353,433.60
Fire Management Officer	1	\$92.71	2080	2080	\$192,836.80
Intermittent Project Supervisor	1	\$50.00	350	350	\$17,500.00
Fire Watch Intermittent					
4% Indirect Cost	1	4%			\$28,207.58
Sub-total annual					\$733,397.20
Total Personnel 3-year cost					\$2,062,289.36
*All personnel costs projected at 4% increase/year for COLA/step increases					
** Personnel costs are projected high; extra funds projected for use with overtime when requested by NVE					
*** ALL personnel/equipment/facility resources will be available for use across ALL NVE projects in ALL jurisdictions across the state.					

ADD Fire Protection District Equipment & Supplies

Equipment/Logs/Facility	Depreciation & Maintenance						
Engines -				\$ 20,000.00			
Skid Steer (masticator and grapple)	Time & Maintenance			\$ 55,000.00			
Tracked Chipper -				\$ -			
EVs (Crew runner/Proj Sup vehicles) -				\$ -			
Wheeled Chipper				\$ -			
Excavator				\$ -			
Transport and Trailer				\$ -			
				\$ -			
Herbicide Back Packs				\$ -			
				\$ -			
0				\$ -			
Herbicide Back Packs				\$ -			
Radios, Lights, Hose, Appliances, PPE, Etc	PPE			\$ 24,000.00			
Yarder -				\$ -			
				\$ -			
Total Equipment/Facilities							\$99,000.00

*** ALL personnel/equipment/facility resources will be available for use across ALL NVE projects in ALL jurisdictions across the state.