

Assessor's Parcel Number:  N/A

Date:  NOVEMBER 30, 2018

Recording Requested By:

Name:  HEATHER MACDONNELL, PUBLIC WORKS   
(JE)

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Real Property Transfer Tax: \$  N/A



KAREN ELLISON, RECORDER

CONTRACT #2018-235   
(Title of Document)

BOCC APPROVED  
November 15, 2018  
ITEM N

## CONTRACT FOR SERVICES BY AN INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN

**DOUGLAS COUNTY, NEVADA**

AND

**KINGSBURY SNOW REMOVAL LTD**

2018 NOV 30 PM 12:11  
DOUGLAS COUNTY  
FILED  
2018.235  
FILED

This Contract for Services by an Independent Contractor (the "Contract") is entered into by and between Douglas County, a political subdivision of the State of Nevada, (the "County" or "Purchaser"), and Kingsbury Snow Removal LTD, a Nevada Limited-Liability Company ("Contractor" or "Supplier") The County and Contractor are at times collectively referred to hereinafter as the "Parties" or individually as the "Party "

**1. TERM AND EFFECTIVE DATE OF CONTRACT.** The Contract will become effective on the date it is approved and signed by representatives of both Parties The contract will remain in effect until April 30, 2019

**2. INDEPENDENT CONTRACTOR STATUS.** The Parties agree that Contractor will have the status of an independent contractor and that the Contract, by explicit agreement of the Parties, incorporates and applies the provisions of NRS 333 700, as necessarily adapted to the Parties, including the express understanding that Contractor is not an employee of the County and that

There shall be no

- (1) Withholding of income taxes by the County,
- (2) Industrial insurance coverage provided by the County,
- (3) Participation in group insurance plans which may be available to employees of the County,
- (4) Participation or contributions by either the Contractor or the County to the public employee's retirement system,
- (5) Accumulation of vacation leave or sick leave,
- (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612 085 for independent contractors are met

Additionally, the Contractor is not in the classified or unclassified service of the County and has none of the rights or privileges available to officers, employees or other appointees of the County

**3. INDUSTRIAL INSURANCE.** Contractor further agrees that, prior to the commencement of any work and as a precondition to any obligation of the County to make any payment under the Contract, Contractor will provide the County with a work certificate and/or a certificate issued by a qualified insurer in accordance with NRS 616B 627 Contractor also

agrees that, prior to commencing any work under the Contract, Contractor will complete and provide evidence to the County that Contractor has made the following written request to Contractor's insurer

*Kingsbury Snow Removal LTD has entered into a contract with Douglas County to perform work through Tuesday, April 30, 2019 and requests that an authorized insurer provide to Douglas County (1) A certificate of coverage issued pursuant to NRS 616B 627 and (2) Notice of any lapse in coverage or nonpayment of coverage that the Contractor is required to maintain*

*The certificate and notice should be mailed to*

*Douglas County  
Public Works Department  
Post Office Box 218  
Minden, Nevada 89423*

Contractor agrees to maintain all required workers' compensation coverage throughout the entire term of the Contract. If Contractor does not maintain the required coverage throughout the entire term of the Contract, Contractor agrees that the County may, at any time the coverage is not maintained by Contractor, order the Contractor to stop work, suspend the Contract, or terminate the Contract at the sole discretion of the County. For each six-month period this Contract is in effect, Contractor agrees, prior to the expiration of the six-month period, to provide another written request to the insurer for the provision of a certificate and notice of lapse in, or nonpayment of, insurance coverage. If Contractor does not make the request or does not provide the certificate before the expiration of the six-month period, Contractor agrees that the County may order the Contractor to stop work, suspend the Contract, or terminate the Contract at the sole discretion of the County.

**4. SERVICES TO BE PERFORMED.** The Parties agree that the Contractor will perform snow removal services as more particularly set forth in Exhibit A, which is attached hereto and incorporated herein by reference.

**5. PAYMENT FOR SERVICES.** Contractor agrees to provide the goods and services set forth in Paragraph 4 on a time and materials basis as set forth in Exhibit A and with a 20% discount to be applied to all listed prices for materials and labor (to include the Monthly Readiness Fee). In consideration of the 20% discount, the County has executed the Lease Agreement, attached hereto as Exhibit B. The total cost for work performed under this Contract shall not exceed \$60,000 without the prior written consent of the County (the "Contract Price"). Unless Contractor has received a written exemption from the County, Contractor shall submit monthly requests for payment for services performed under this Contract. Requests for payment shall be submitted no later than fifteen (15) days after the end of a month and must include a detailed summary of the expenditures reported in a form that supports the approved budget. Invoices are due and payable within 30 days of receipt. In the event of a disputed billing, only the undisputed portion will be withheld from payment and County shall pay the undisputed portion. County will exercise reasonableness in disputing any bill or portion thereof.

**6. NONAPPROPRIATION.** All payments required pursuant to the Contract are contingent upon the availability of County funds. In accordance with NRS 354 626 and any other applicable provision of law, the financial obligations between the Parties will not exceed those monies appropriated and approved by the County for the Contract for the then current fiscal year under the Local Government Budget Act. The Contract will terminate and the County's obligations will be extinguished if the County fails to appropriate the necessary funding.

Nothing in the Contract will be construed to provide Contractor with a right of payment from any entity other than the County. Any funds budgeted by the County pursuant to the terms of the Contract that are not paid to Contractor will automatically revert to the County's discretionary control upon the completion, termination, or cancellation of the Contract. The County will not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor will have no claim of any sort to the unexpended funds.

**7. CONSTRUCTION OF CONTRACT.** The Contract will be construed and interpreted according to the laws of the State of Nevada. There will be no presumption for or against the drafter in interpreting or enforcing the Contract. The Contract Documents consist of this document, and Exhibit A. The Parties agree to be bound by the terms, conditions and specifications set forth in all Contract Documents, except as specifically modified or amended. The terms of the Contract Documents shall, to the extent reasonably practical, be read as complimentary to one another. In the event of an irreconcilable conflict between the terms of the Contract Documents, the terms of this document shall prevail, thereafter the terms of Exhibit A.

**8. BREACH AND REMEDIES.** Failure of either party to perform any obligation of this contract shall be deemed a breach. In the event of a breach, the party asserting breach may, in addition to any remedies or rights afforded by Nevada law, cancel this Contract with respect to any executory obligations. All rights and remedies are cumulative with one another and with those provided by law, exercise of one remedy or right is not waiver of any other right or remedy afforded.

**9. DISPUTE RESOLUTION.** In the event a dispute arises between the Parties, the Parties promise and agree to first meet and confer to resolve any dispute. If such meeting does not resolve the dispute, then the Parties agree to mediate any dispute arising from or relating to the Contract before an independent mediator mutually agreed to by the parties. The fee, rate or charge of the mediator will be shared equally by the Parties, who will otherwise be responsible for their own attorney's fees and costs. If mediation is unsuccessful, litigation may only proceed before a department of the Ninth Judicial Court of the State of Nevada in and for the County of Douglas that was not involved in the mediation process and attorney's fees and costs will be awarded to the prevailing party at the discretion of the court.

**10. COMPLIANCE WITH APPLICABLE LAWS.** Contractor promises and agrees to fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of the Contract, including, but not limited to, all federal, state, and local accounting procedures and requirements, all hazardous materials regulations, and all immigration and naturalization laws.

**11. ASSIGNMENT.** Contractor will neither assign, transfer nor delegate any rights, obligations or duties under the Contract without the prior written consent of the County

**12. WARRANTIES** Contractor warrants and represents each of the following with respect to any goods provided under this Contract the goods provided will be fit and sufficient for the particular purpose set forth in Paragraph 4, the goods shall be fit for the purpose for which goods of a like nature are ordinarily intended, it being understood that the purpose for the goods covered by this Contract are ordinarily intended for use in government operations, the goods shall be merchantable, of good quality, and free from defects, whether patent or latent, in material and workmanship, the goods shall conform to the standards and specifications set forth in Exhibit A, If Contractor has supplied a sample to the County, the goods delivered shall conform in all respects to the sample, the goods shall be uniform and without variation, and shall be of uniform kind, quality, and quantity within each unit and among all units, the Contractor has exclusive title to the goods and shall pass title to the County free and clear of all liens encumbrances, and security interests

**13. COUNTY INSPECTION.** The books, records, documents and accounting procedures and practices of Contractor related to the Contract may, upon valid Court Order, be subject to inspection, examination and audit by the County, including, but not limited to, the contracting agency, the County Manager, the District Attorney, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities

**14. PUBLIC RECORDS LAW.** Contractor expressly understands and agrees that all documents submitted, filed, or deposited with the County by Contractor, unless designated as confidential by a specific statute of the State of Nevada, will be treated as public records pursuant to NRS chapter 239 and shall be available for inspection and copying by any person, as defined in NRS 0 039, or any governmental entity Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the County or any of its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation

**15. INDEMNIFICATION.** Contractor agrees and warrants that the purchase or use of the goods shall not infringe upon any United States or foreign patent, trademark, license, or other interest, and the Contractor shall indemnify the County against all judgments, decrees, costs and expenses resulting from any alleged infringement and shall defend, upon written request of the County, at Contractor's own expense, any action which may be brought against the County, its vendees, lessees, licensees, or assignees under any claim of patent infringement in the purchase of the Contractor's goods If the County is enjoined from using such goods, the Contractor shall re-purchase such goods from the County at the original purchase price The County shall notify the Contractor promptly of any such suit If the County compromises or settles any such suit without the written consent of the Contractor, the Contractor shall be released from the obligation to indemnify It is understood by both parties that the warranties created by this Contract, as well as all warranties arising by operation of law that affect the rights of the parties,

shall be cumulative. The benefit of any warranty made in this Contract shall be in favor of the County and the benefit of any warranty shall apply to both personal injury and property damage.

**16. LIMITED LIABILITY.** The County will not waive and intends to assert available NRS Chapter 41 Limitations in all cases. Contract liability of either party shall not be subject to punitive damages.

**17. MODIFICATION OF CONTRACT.** The Contract and the attached exhibit(s) constitute the entire agreement and understanding between the Parties and may only be modified by a written amendment signed by both of the Parties.

**18. AUTHORITY.** The Parties represent and warrant that they have the authority to enter into this agreement. Each signatory individually warrants that he or she is authorized to sign on behalf of the party for whom he or she is signing.

**19. STANDARD OF CARE.** Contractor will perform all services in a manner consistent with that level of care and skill ordinarily exercised by other members of Contractor's profession currently practicing in the same locality under similar conditions.

**20. THIRD PARTY BENEFICIARY.** Nothing contained in this Agreement is intended to convey any rights or to create a contractual relationship with any third party or to otherwise allow a third party to assert a cause of action against either Contractor or County.

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

**22. WAIVER.** The County's failure to insist upon Contractor's performance of any obligation hereunder shall not constitute a waiver of the County's right to enforce that obligation and the County may require compliance with that obligation or any other obligation at any time.

**23. NOTICES.** All notices, requests, demands and other communications hereunder must be in writing and will be deemed delivered when sent via certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice).

**To County:**

Douglas County  
Attn: Public Works Department  
Post Office Box 218  
Minden, Nevada 89423

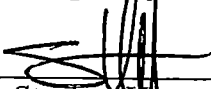
**To Contractor:** Kingsbury Snow Removal LTD  
Attn Stephan Haase  
ADDRESS PO Box 3826  
Stateline, NV 89449

**24. CONFLICT OF INTEREST.** By signing the Contract, Contractor agrees that any information obtained from Douglas County, in whatever form, will not be divulged to other competing interests without the permission of the County Manager. In the event of a breach of this provision, Douglas County may immediately withdraw, without penalty or any payment, from the Contract.

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

**Kingsbury Snow Removal LTD**

By




Stephan Haase  
Managing Member

11.20.2018

(Date)

**Douglas County**

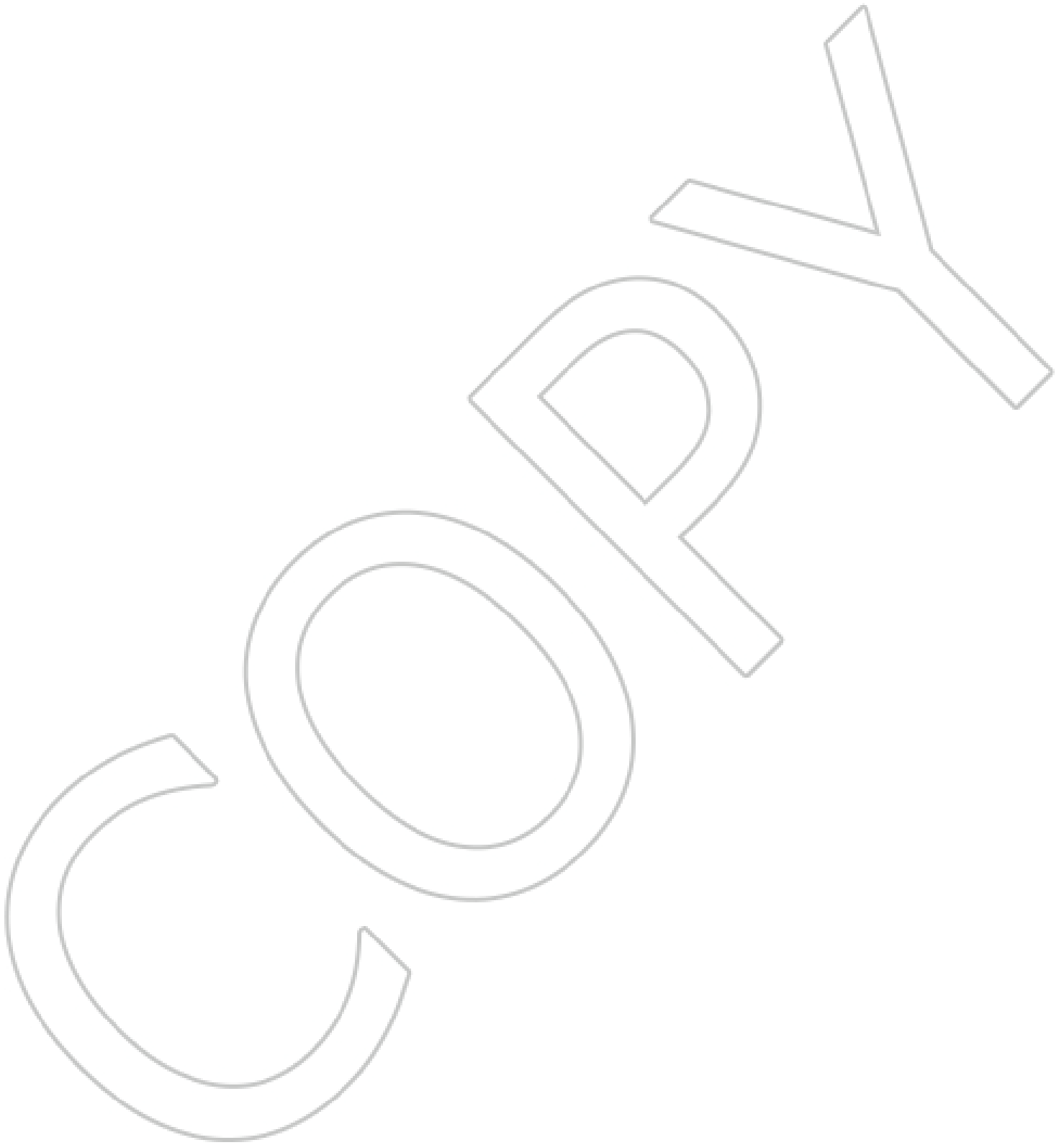
By



Steven J. Thaler, Chairman  
Douglas County Board of Commissioners

(Date)

**Exhibit A**





# Service Proposal

Prepared for Jon Erb  
Transportation Engineering Manager  
Douglas County Public Works

Prepared by Stephan Haase  
Managing Member  
Kingsbury Snow Removal, Ltd

October 12, 2018

Proposal Reference DCPW Proposal 18/19

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# Proposal

## Statement of Experience

Kingsbury Snow Removal, Ltd offers commercial snow removal service and has several years of experience managing complex and demanding projects. Selected work experience includes,

- \* Several years of Public Streets / Roadways with limited snow storage, high density population, limited parking and sensitive environmental considerations
- \* Private HOA roadways at lake and summit elevations. Both high density and exclusive gated communities. All with limited snow storage and increased public safety considerations
- \* Large and Complex business's such as Heavenly Ski Area, Walmart locations, Casinos, and Banks here at lake level. Many projects require 100% parking available. We maintain a private snow storage site here in basin for all clients should it be needed.

Our infrastructure is specifically designed to meet our commitments and be readily expandable with surge control. This is accomplished through a variety of functions including logistics, finance, planning, and operations to ensure sustainability year after year.

All equipment and supervisors utilize two-way radio communication with mountain top repeater access for responsive internal communication.

## Business license and Insurances

Kingsbury Snow Removal, Ltd is registered with the Nevada Secretary of State as a limited liability company. We are in compliance with all requirements set forth by the State of Nevada and Douglas County.

\$1,000,000 (aggregate \$2,000,000) of general liability insurance is maintained through a major U.S. carrier. In addition, we maintain property insurance for all equipment. All employees are covered under workers' compensation. We do not use sub-contractors.

We are in compliance with all Federal, State, and local employment regulations including State unemployment insurance. Standard accounting practices are followed.

## Proposed Service and Timeline

## Douglas County Public Works

Douglas County Public Works - Stateline / Mountain Division comprised of multiple roadways and government infrastructure, facilities Essential County services to roadways, walkways, and buildings to maintain accessibility for public access and emergency services The Stateline locations include,

- 1 Lake Parkway, east and west of Highway 50 including municipal sidewalks
- 2 Tahoe Justice Court / County & State Services Building (Kahle & US Highway 50) Roadways and municipal walkways
- 3 Lake Village Parkway (Highway 50 - Kingsbury Middle School)
- 4 Dorla Court, Round Hill community
- 5 Warrior Way, Highway 50 - George Whittell High School, Zephyr Cove \*\*\*Undetermined Need\*\*\*
- 6 Municipal walkway, Highway 50 Westbound, 4H road to Lake Parkway

Exact consideration and performance is necessary to ensure roadways are prepared to accept public and emergency services vehicles on-time, safely, and consistently Municipal walkways are completed secondary to roadways County snow removal direction or SOP to initiate services and provide maintenance during active snow events will be the guiding service document

Generally snow removal is performed following one of the below modes of operation

### **Stage 1 - Accessibility:**

Accessibility is maintained during active snow accumulation Plowing of roadways to provide for adequate ingress, travel, and egress Walkways may be maintained during an active event Minor or brief events walkways be addressed in stage 2 when appropriate

### **Stage 2 - Improvements:**

As the storm begins to lessen improvements begin This typically includes roadway widening, removing any packed snow, or deicing to ensure proper visibility and improve stopping ability at intersections Walkways also are improved and deiced as needed When this stage is complete the infrastructure is in a desired state of snow removal / management Ice control is typically applied at the conclusion this stage

### **Stage 3 - Long Term Snow Storage:**

Lastly long term snow storage improvement begins in preparation for future storms, which is essential for successful future snow events The objective is to return to a usual condition with adequate storage for future roadway plowing Equipment used during this stage typically would include snow blower, but may require include wheel loader with bucket or plow / dump trucks

### **Traction Control / Sanding and De-Icing:**

Ice Control and De-Icing practices are available Ice control materials are delivered via spreader / plow trucks Anti-Icing involves the application of liquid brine 72 -12 hours before an event Vehicles track the product where it is needed The brine dries and when water content mixes with the brine an exothermic reaction is achieved Depending on conditions this may delay or prevent snow accumulation De-Icing occurs typically after an event De-Icing is achieved with abrasive NaCl treated with MgCl for additional cold effectiveness and colorized (NDOT Spec) In addition to abrasive use, liquid brine may be used for spot de-icing

### **General Timing of Service:**

Each snow event is different from timing to type of snow which dictate different responses Services will be prepared for 24 / 7 and initiate with approximately three inches Should weather intensity, population density etc dictate services may begin somewhat sooner or later as reasonably practiced to achieve the service objective

Service challenges to timing are largely dependent upon weather beginning to initiate service Should Warrior Way be inclusive of needed services then consideration must be applied to meeting school district transportation needed in both the morning and afternoon

Service during multi-day snow events are ensured by a proven staffing pattern using two shifts First shift is full staffing while second shift is reduced staffing to focus on specific tasks i.e accessibility or improvements

## Scope of Work Options

Inclusive of all Stateline roadways, building lots, and municipal walkways at all locations

- Lake Parkway (CA Stateline to CA Stateline)
- DCSO Sub-Station (West building front to Kahle Dr)
- Lake Village Dr to Echo Dr (Highway 50 - It's termination at former KMS)
- Dorla Ct
- Warrior Way (As requested Not a standing directive)
- Parking Garage (Top level to be performed once daily or to not allow snow to exceed equipment capability)
- Walkways
  - Highway 50 West (4H Road - Lake Parkway)
  - Lake Parkway (East of Highway 50 along Montblue - Harrah's)

Kingsbury Snow Removal is ideally located and properly equipped to perform as the primary asset for opening and maintaining accessibility currently anchored providing services for the following nearby locations,

- Stateline Anchored with Hard Rock Hotel, Wells Fargo, and OPGID roadways
- Round Hill Anchored with Round Hill Shopping Center
- Skyland GID under consideration

Proposed equipment includes Komatsu WA250-380 sized wheel loaders with Multi-Position Plow Plow is 14' moldboard with center pin creating two plow halves that are independently controlled Configurations include, forward "V" or scoope, reversed "V" and traditional left or right reversing Large width reversing plows are capable to clear wide areas efficiently and quickly requiring less time

### **Ice Control:**

Ice control includes two distinct approaches, anti-icing and de-icing

Anti-icing occurs before snow events with liquid deicer as used by agencies such as CalTrans and NDOT When several atmospheric and ground conditions are met liquid deicer is applied up to 72 hours before an event The product is tracked by vehicles precisely where needed and allowed to dry When precipitation contacts the dried deicer an exothermic reactions occurs that delays or prevents plowing needs depending on conditions Subjectively plowing is also enhanced

De-icing occurs after a snow event Abrasive material are applied by spreader NDOT specification, NaCl treated with MgCl and colorized is used With proper deicers traction control material is not necessarily needed reducing particulate materials that enter storm drains All materials are measured and recorded for reporting purposes

### **Resource Tracking:**

All personnel and equipment utilize resource management software to electronically capture equipment, personnel, and materials used via smartphone Data also includes geo-caching location with movement, change in services or project, and records materials applied

## Financial Proposal

### Time & Materials (not all listed equipped is planned use)

- Wheel Loader equipped with,
  - Three (3) cubic yard bucket \$145 per hour, one (1) hour minimum
  - Five (5) cubic yard bucket \$175 per hour, one (1) hour minimum
  - Plow 10' - 22' \$185 per hour, one (1) hour minimum (Primary Resource)
  - Snow Blower 350 HP \$350 per hour, two (2) hour minimum
- Chassis Mounted snow blower 440 HP \$440 per hour, two (2) hour minimum
- Tractor Mounted snow blower 110 hp \$145 per hour, one (1) hour minimum (Primary Resource)
- Plow / Sanding / 6 cyd dump, 4x4 trucks \$95 per hour, one (1) hour minimum (Primary Resource)
- Service & Support Vehicle with Supervisor \$65 per hour, one (1) hour minimum (Primary Resource)
- Laborer \$40 per man hour
- Monthly Readiness Fee \$2500
  - Monthly Readiness Fee (Nov - April) At month end account will be reconciled When equipment resources invoiced are less than readiness fee the balance is invoiced In the event readiness fee is met or exceeded No additional readiness fees are invoiced
  - Invoices are generated as soon as possible after an event
  - Equipment charges initiated when en-route to your project Charges end when equipment is en-route to the next project Equipment time exceeding minimum time to be billed in 1/10 hour increments
  - Statements of account are provided electronically monthly to the client designee
  - Time recorded with electronic resource management software via smartphone app Records include date, time, location, equipment and materials used

### Materials

- Fuel: In the event diesel fuel exceeds \$3 50 per U S gallon, a 1 5% surcharge is assessed
- Ice Control
  - Bulk Deicer: \$140 per ton
  - Bagged Deicer \$20 per 50# bag
  - Liquid Deicer \$3 25 per gallon

### Discounts:

All equipment discounted 5% with three year agreement 20% discount for use of annual land space with Kingsbury Snow Removal provided temporary structure for storage of deicer and spreader / plow trucks in Stateline area

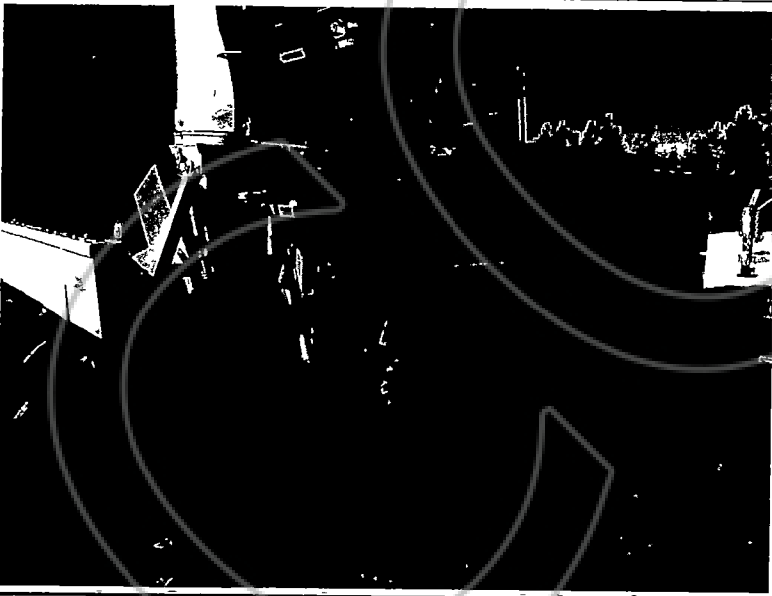
## Available Equipment

- 9 Wheel Loaders 8 large machines 1 compact utility loader for loading ice control trucks
- 3 Ice Control 4x4 Trucks 1, class A ten wheel dump, 1 Class B six wheel dump trucks and 1 compact truck
- 4 Snow blowers 440 HP chassis mounted 350 HP loader mount (2) 110 HP Compact Tractor
- F550 Service & Support Trucks with, crane mobile refueling, lubrication, tools, and spares
- Numerous spare parts, bulk fuel, oils, plows, etc to maintain service during an event

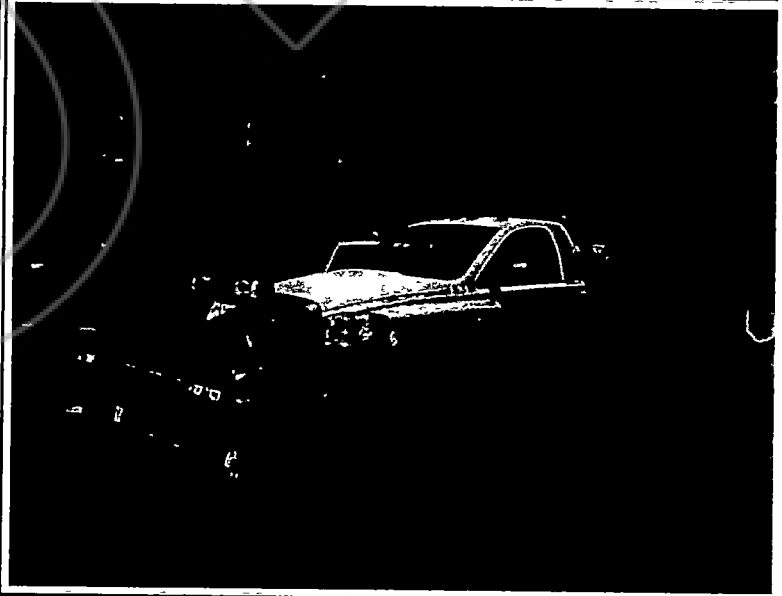
Modern Komatsu Wheel Loaders equipped with specialized plows and snow blowers



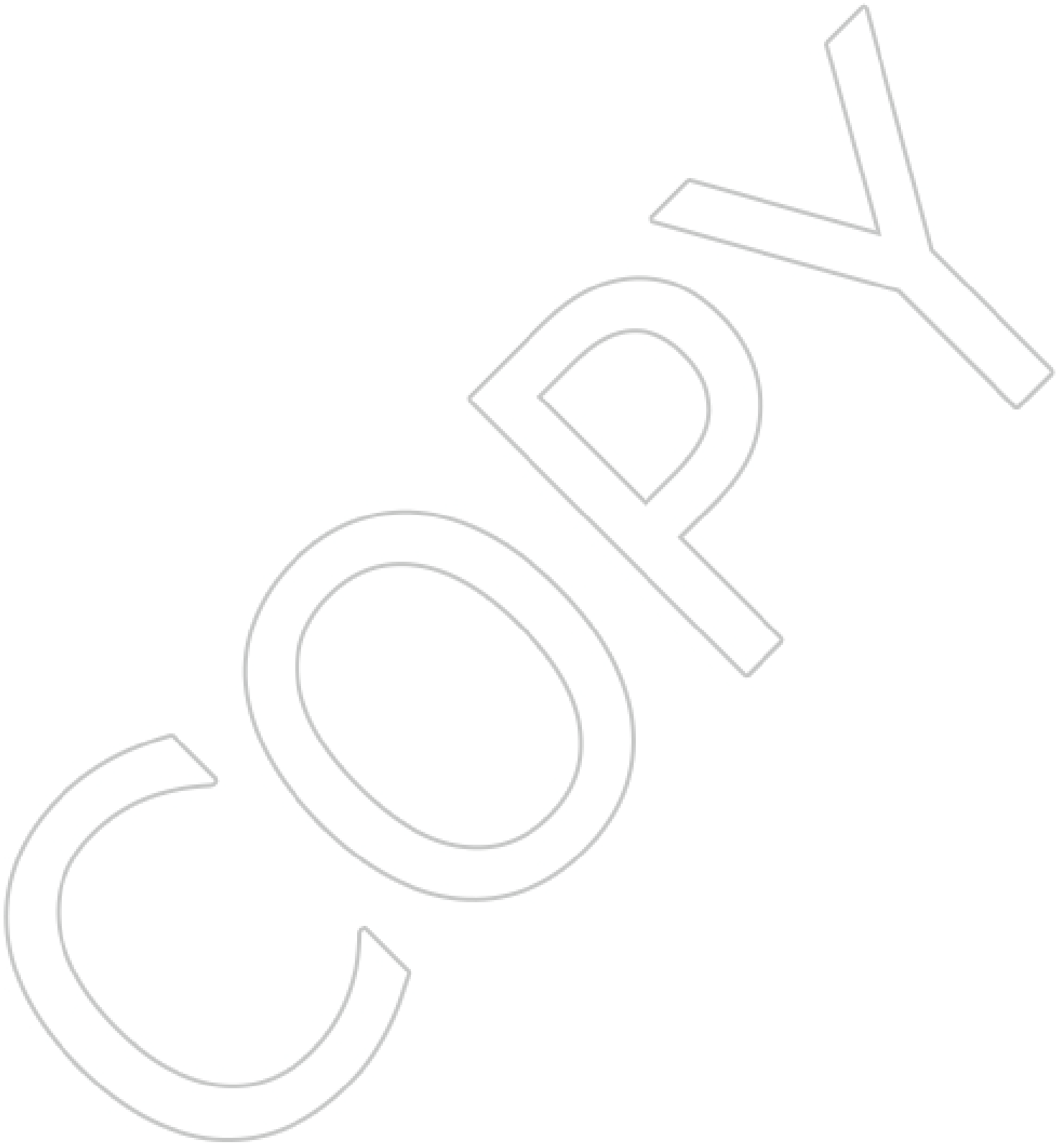
Compact - Highly Maneuverable - 440 HP snow blower



Compact - Highly Maneuverable - Ice Control / Plow Truck



**Exhibit B**



# LEASE AGREEMENT (OUTDOOR STORAGE)

A CONTRACT BETWEEN

**DOUGLAS COUNTY, NEVADA**

AND

**KINGSBURY SNOW REMOVAL LTD**

This Lease Agreement (the "Contract") is entered into by and between Douglas County, a political subdivision of the State of Nevada (the "County"), and Kingsbury Snow Removal LTD, a Nevada Limited-Liability Company ("Lessee") The County and Lessee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party "

**WHEREAS**, Douglas County, a political subdivision of the State of Nevada, owns a parcel of land in Douglas County, Nevada, which is referred to by Assessor's Parcel Number 1318-24-601-004 and more commonly as 1900 Logging Road (the "Parcel"), and

**WHEREAS**, Lessee conducts snow removal services in the vicinity of the Parcel, and

**WHEREAS**, Lessee desires to utilize a portion of the parcel for the storage of equipment and material, and County desires to lease a portion of the parcel for that purpose

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein made, the County and Lessee mutually agree as follows

**1. TERM AND EFFECTIVE DATE OF CONTRACT.** The Contract will become effective on the date it is approved and signed by representatives of both Parties The Contract will remain in effect until May 1, 2019

**2. RENT.** Lessee and County intend to enter a Contract for Services by an Independent Lessee for snow removal services to be performed by Lessee for the County Lessee's Rent obligation under this contract shall be as follows Lessee shall compensate the County for the use of a portion of the Parcel by providing a 20% discount on all snow removal materials and equipment between November 2018 and April 2019

**3. ADDITIONAL FEES & CHARGES.** Lessee shall pay additional fees and charges if the County has paid or incurred any obligation that is a result of Lessee's failure to perform a requirement under this Contract, or if the County has been subjected to a fine or is otherwise penalized as a result of the activities, operations or other conduct by Lessee upon or in relation to the Parcel

**4. HAZARDOUS MATERIALS** Lessee shall not allow the release of any hazardous materials or liquids on the property during the storage of any materials or equipment Lessee



agrees to fully indemnify, defend and hold the County harmless from any and all claims, causes of action, which may result or in any way relate to the Lessee's use of the Parcel

**5. PERMITS.** Lessee shall be responsible for obtaining any and all necessary permits pertaining to the storage of its equipment or materials. Nothing contained in this agreement shall be construed as permitting the storage of any particular equipment or material that might otherwise require a Permit issued by the County or other governing entity

**6. LEASED AREA.** The Leased area shall consist of approximately 1500 contiguous square feet of uncovered space within the Parcel. Lessee shall ensure that its use of the space does not interfere with any other use within the space. Lessee and a representative from the County shall cooperate to arrange a meeting at the Parcel during which the designated storage area shall be marked for reference. The County makes no representations to Lessee as to the condition of the Parcel or the Leased Area. Lessee agrees that it has had a full opportunity to inspect the Parcel and accepts the Leased Area in its condition, as it exists upon the effective date of this Contract

**7. INSURANCE.** Lessee understands that the County does not carry insurance to cover any loss of any kind that Lessee may incur while using the Parcel. Lessee is solely responsible for providing comprehensive insurance on Lessee's property stored within the Parcel. This lease is made upon the express condition that the County shall be free from any and all liability or claims for damages by the Lessee arising out of Lessee's use of the Parcel

**8. USE OF THE LEASED AREA.** Lessee may only utilize the Parcel for the purposes set forth herein. Lessee shall not permit its use of the Parcel to interfere with any stormwater drainage or runoff through the parcel. Lessee shall ensure that its equipment and materials are stored in a manner that does not create or contribute to a hazard to persons or property

**9. COMPLIANCE WITH APPLICABLE LAWS.** Lessee promises and agrees to fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of the Contract, including, but not limited to, all federal, state, and local accounting procedures and requirements, all hazardous materials regulations, and all immigration and naturalization laws. Lessee shall keep, save, release, protect, defend at the election of the County, indemnify and hold harmless the County, its officers, agents and employees, from and against any and all claims, damages, suits, costs, expenses, liability, actions or proceedings of any kind or nature whatsoever including, but not limited to costs and attorney fees, incurred by the County in connection with the defense or any claim demand or cause of action arising out of or resulting from any hazardous, toxic or petroleum substance, material or waste which is brought on, deposited or stored on or removed from the Premises. Upon receiving any notice of such claim or the like, Lessee shall, at its cost, immediately investigate and, if necessary, cure or commence to cure by taking all action prescribed by applicable federal, state and local laws including but not limited to the proper removal, disposal and cleanup thereof. This indemnity obligation of Lessee shall survive the expiration or termination of this Lease

**6. TERMINATION OF CONTRACT.** Either Party may terminate the Contract if the other Party fails to correct any breach of the terms of the Contract within 30 days after receiving notice

of such breach and having been given a reasonable opportunity to cure the breach. The County may terminate this Contract upon 30 days written notice to Lessee and Lessee may terminate this contract upon 90 days written notice to the County. This contract shall automatically terminate upon the termination of the November 15, 2018 Contract for Services of an Independent Contractor between Lessee and the County. Upon termination, Lessee shall return the Leased Area of the Parcel to a condition comparable to that condition which existed at the execution of this document. Any equipment or materials, which are left upon the Parcel after the Termination or Expiration of this Contract shall be deemed abandoned. Abandoned property may be removed by the County at Lessee's expense or may be otherwise dispensed with by the County without further notice to Lessee in any manner not violative of a controlling law.

**8. CONSTRUCTION OF CONTRACT.** The Contract will be construed and interpreted according to the laws of the State of Nevada. There will be no presumption for or against the drafter in interpreting or enforcing the Contract. The Contract Documents consist of this document. In the event a dispute arises between the Parties, the Parties promise and agree to first meet and confer to resolve any dispute. If such meeting does not resolve the dispute, then the Parties agree to mediate any dispute arising from or relating to the Contract before an independent mediator mutually agreed to by the parties. The fee, rate or charge of the mediator will be shared equally by the Parties, who will otherwise be responsible for their own attorney's fees and costs. If mediation is unsuccessful, litigation may only proceed before a department of the Ninth Judicial Court of the State of Nevada in and for the County of Douglas that was not involved in the mediation process and attorney's fees and costs will be awarded to the prevailing party at the discretion of the court. The terms of the Contract Documents shall, to the extent reasonably practical, be read as complimentary to one another. In the event of an irreconcilable conflict between the terms of the Contract Documents, the terms of this document shall prevail.

**10. ASSIGNMENT.** Lessee will neither assign, transfer nor delegate any rights, obligations or duties under the Contract without the prior written consent of the County.

**12. DISPOSITION OF CONTRACT MATERIALS.** Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Lessee in the performance of its obligations under the Contract (the "Materials") will be the exclusive property of the County and all such materials will be remitted and delivered, at Lessee's expense, to the County by Lessee upon the completion, termination or cancellation of the contract. Alternatively, if the County provides its written approval to Lessee, the Materials must be retained by Lessee for a minimum of six years after Lessee's receipt of the final payment from County and all other pending matters are closed. If, at any time during the retention period, the County, in writing, requests any or all of the Materials, then Lessee will promptly remit and deliver the materials, at Lessee's expense, to the County. Unless the County has requested the remittance and delivery by Lessee of the Materials, Lessee will not use, willingly allow or cause to have such Materials used for any purpose other than the performance of Lessee's obligations under the terms of the Contract without the prior written consent of the County.

**13. PUBLIC RECORDS LAW.** Lessee expressly understands and agrees that all documents submitted, filed, or deposited with the County by Lessee, unless designated as confidential by a

specific statute of the State of Nevada, will be treated as public records pursuant to NRS chapter 239 and shall be available for inspection and copying by any person, as defined in NRS 0 039, or any governmental entity Lessee expressly and indefinitely waives all of its rights to bring, including but not limited to, by way complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the County or any of its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation

**14. INDEMNIFICATION & LIMITED LIABILITY.** Lessee agrees to indemnify, defend, and save and hold the County, its agents and employees harmless from any and all claims, causes of action or liability arising from or related to Lessee's negligent performance pursuant to the terms of the Contract by Lessee or Lessee's agents or employees The County will not waive and intends to assert available NRS Chapter 41 Limitations in all cases Contract liability of either party shall not be subject to punitive damages

**15. MODIFICATION OF CONTRACT.** The Contract and the attached exhibits constitute the entire agreement and understanding between the Parties and may only be modified by a written amendment signed by both of the Parties

**16. AUTHORITY.** The Parties represent and warrant that they have the authority to enter into this agreement

**19. THIRD PARTY BENEFICIARY.** Nothing contained in this Agreement is intended to convey any rights or to create a contractual relationship with any third party or to otherwise allow a third party to assert a cause of action against either Lessee or County

**20. NOTICES.** All notices, requests, demands and other communications hereunder must be in writing and will be deemed delivered when sent via certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice)

**To County:**

Douglas County  
Attn Public Works Director  
1120 Airport Road, F2  
Post Office Box 218  
Minden, Nevada 89423  
Telephone (775) 782-6227

**To Lessee:**

Kingsbury Snow Removal LTD  
Attn Stephan Haase  
\_\_\_\_\_  
Post Office Box 3826  
\_\_\_\_\_  
Stateline, NV 89449  
\_\_\_\_\_  
Phone 775 781 3541  
\_\_\_\_\_

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

22. **CONFLICT OF INTEREST.** By signing the Contract, Lessee agrees that any information obtained from Douglas County, in whatever form, will not be divulged to other competing interests without the permission of the County Manager In the event of a breach of this provision, Douglas County may immediately withdraw, without penalty or any payment, from the Contract Lessee must notify Douglas County of any other contracts or projects Lessee is working on that may impact Douglas County

23. **WAIVER.** The County's failure to insist upon Lessee's performance of any obligation hereunder shall not constitute a waiver of the County's right to enforce that obligation and the County may require compliance with that obligation or any other obligation at any time

**IN WITNESS WHEREOF**, the Parties hereto have caused the Contract to be signed and intend to be legally bound thereby

**Kingsbury Snow Removal LTD.**

By Stephan Haase 31 October, 2018  
Stephan Haase (Date)  
Managing Member

**Douglas County**

By Steven L Thaler 11/15/18  
Steven L Thaler, Chairman (Date)  
Douglas County Board of Commissioners

Douglas County

State of Nevada

**CERTIFIED COPY**

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

30th day of October, 2018  
By [Signature] Deputy