

**Recorder's Office Cover Sheet**

**Recording Requested By:**

**Name Bobbie Thompson**

**Department: Minden-Tahoe Airport**



00161724202209912050090090

KAREN ELLISON, RECORDER

**Type of Document: (please select one)**

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other specify: \_\_\_\_\_

**2022 AVIATION ROUNDUP CONTRACT** BY [Signature] DEPUTY

AN INTERLOCAL CONTRACT BETWEEN

**DOUGLAS COUNTY, NEVADA**

AND

***EAST FORK FIRE PROTECTION DISTRICT***

This Contract is entered into by and between Douglas County, a political subdivision of the State of Nevada (the "County"), and *the East Fork Fire Protection District, a political subdivision of the State of Nevada* ("Contractor"). The County and Contractor are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

**WHEREAS**, the Parties are authorized by Chapter 277 of the Nevada Revised Statutes (NRS) to enter into agreements to perform any governmental service, activity or undertaking which any one or more of them are authorized by law to perform;

**WHEREAS**, the Parties are authorized by the laws of Nevada and the United States to provide emergency services;

**WHEREAS**, the Parties desire to coordinate their efforts to ensure the most efficient use of resources;

**WHEREAS**, Douglas County, a political subdivision of the State of Nevada, owns and operates the Minden-Tahoe Airport and thereupon hosts the Aviation Roundup Airshow; and

**WHEREAS**, Contractor has the equipment, trained personnel, and procedures in place to conduct the services as set forth in this Contract; and

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

**1. AIRSHOW DATES.** The 2022 Aviation Roundup Airshow performance dates are scheduled for October 1-2, 2022. The setup period will occur between September 25-30, 2022 (as coordinated between Airport Director and Contractor), and breakdown will occur between the show end on October 2, 2022 and close of business on October 3, 2022. This Contract will become effective on the date it is approved and signed by representatives of both Parties ("Effective Date").

**2. INDEPENDENT CONTRACTOR STATUS.** The Parties agree that Contractor (including associates and employees) shall have the status of an independent contractor and that this contract, by explicit agreement of the parties, incorporates and applies the provisions of NRS

333.700, as necessarily adapted to the parties, including that Contractor is not a Douglas County employee 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 independent contractor or the County to the public employees' 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.

**4. SERVICES TO BE PERFORMED.** The Parties agree that the Contractor will perform services related to: servicing as the lead fire and paramedic response agency during the Airshow, including on-site emergency response and coordination and advance emergency response planning. The Materials and Services are more particularly described and shall be completed in accordance with the requirements set forth in Exhibit A hereto.

**5. PAYMENT FOR SERVICES.** Contractor agrees to provide the services set forth in Paragraph 4 on a time and materials basis, as set forth in Exhibit A, for a total cost not to exceed Eighteen Thousand, and Eighteen Dollars and Seventy-Five Cents (\$18,018.75) (the "Contract Price").

Of the total Contract Price, **\$0.00** shall constitute the Deposit, and up to the remaining **\$18,018.75** shall constitute the Remaining Balance. Prior to receiving payments, Contractor shall complete and submit to County the County's required vendor registration forms. Subject to the terms set forth in Paragraph 7, below, payment will be made on the following schedule:

- **NOT APPLICABLE** - Immediately upon the Effective date of this Contract, Contractor may submit an invoice for the Deposit, which the County will pay within 30 days.
- Upon conclusion of the Airshow, Contractor shall submit a complete invoice for the time and materials incurred in the performance of the Contract, less the amount of the deposit, and provided that Contractor has performed as required by the Contract, the County will pay within 30 days the portion of the Remaining Balance which is owed as a result of the time and materials expended. A delay in submitting this invoice may result in the delay of payment.

In addition to the Contract Price, the County agrees to provide the following accommodations to Contractor:

- None/Not applicable.

Except as specifically listed above, Contractor shall not be entitled to receive from County any compensation, reimbursement, or other value or payment of any kind.

**6. TERMINATION OF CONTRACT AND AIRSHOW OR PERFORMANCE CANCELATION.** Either Party may terminate the Contract for cause 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. Provided, however, that except as otherwise set forth in this Contract, early termination will not relieve a Party of any obligation that became due prior to the date of termination.

In the event that the County cancels the Airshow, the following shall apply:

- If the Airshow is canceled more than 30 days in advance of the Airshow date, the Contractor shall, as its sole compensation, be entitled to retain its deposit.
- If the Airshow is canceled less than 30 days in advance, but prior to the September 28, then Contractor shall be entitled to the payment of the Contract Price, but shall not be entitled to receive any additional accommodations set forth in Paragraph 5.
- If the Airshow or Contractor's performance are canceled between September 28 and October 2, 2022 (due to weather or other condition), then Contractor will be entitled to the Contract Price and accommodations.

If Contractor fails to perform under this Contract (by failing to attend, failing to maintain proper licensing, becoming incapacitated, failing to bring required equipment or personnel, etc.), then Contractor shall not be entitled to any payment or accommodations. In such event, Contractor shall, within 30 days after the Airshow dates, reimburse the County for the Deposit plus a liquidated damages assessment of \$15,000, which the parties agree is a reasonable estimate of the damages expected to be incurred by the County in the event that the Airshow is canceled or last minute alternative arrangements must be made as a result of Contractor's failure of performance.

**7. LICENSING.** Contractor agrees to maintain any required licenses and certifications to perform any services for County. The failure to maintain any required license will result in immediate termination of this Contract.

**8. ADVERTISING/PROMOTION.** Not Applicable.

**9. GENERAL LIABILITY INSURANCE.** For the purpose and duration of the Airshow, the County will obtain a special event insurance policy covering bodily injury and property damage up to \$5,000,000 per occurrence. The County will include East Fork Fire Protection District, its employees and agents as additional insureds on the policy. The County does not guarantee or assert that this coverage is sufficient for the needs of EFFPD and EFFPD is encouraged to independently assess its own insurance needs.

**10. 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.

**11. 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.

**12. 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.

**13. 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.

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

**15. 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.

**16. INDEMNIFICATION.** Contractor 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 Contractor's negligent performance pursuant to the terms of the Contract by Contractor or Contractor's agents or employees.

**17. 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.

**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 unforeseeable 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: Airport Manager  
Post Office Box 218  
Minden, Nevada 89423

**To Contractor:**

East Fork Fire Protection District  
1694 County Road  
Minden, NV 89423

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. Contractor must notify Douglas County of any other contracts or projects Contractor is working on that may impact Douglas County.

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

**East Fork Fire Protection District**

By:

  
Tod F. Carlini, District Fire Chief

8/10/22

(Date)

**Douglas County**

By:

  
Patrick Cates, County Manager

10/26/22

(Date)

## **Exhibit A**

### **Scope of Work and Pricing Breakdown**

**EFFPD will provide the following:**

- **EFFPD will be designated the “lead” fire and pre hospital care response agency for the Airshow and will coordinate and direct, as appropriate, any collaborating or mutual aid agencies, who provide similar responses or services (e.g. the Air National Guard, Federal Fire, Careflight, etc.)**
- **In advance of the Airshow, EFFPD will host a “table top exercise” to which all emergency responders and pertinent Douglas County representatives will be invited.**
- **In advance of the Airshow, EFFPD will participate in the drafting of an Emergency Response Plan, which will be a collaborative effort between the Douglas County Sheriff’s Office, EFFPD and the Airport. Once finalized and initialed by all parties, the terms of the Emergency Response Plan which pertain to fire and paramedic response, will be automatically incorporated herein as additional specification regarding the scope of work.**
- **On September 30, 2022, EFFPD representatives will attend the Airport’s Emergency Egress training.**
- **The following on site personnel & equipment, which will be available at all times during the Airshow, estimated at 7 hours per day (0900-1600) on both October 1 & 2, 2022:**
  - **1, Ambulance, with ALS Staffing**
    - **2 Firefighters (one must be Paramedic Qualified)**
  - **1, Type 1 Engine: (One of the following must be Paramedic Qualified)**
    - **1 Captain**
    - **1 Engineer**
    - **1 Firefighter**
  - **1 Fire Engine, Type 3:**
    - **1 Captain**
    - **1 Engineer**
    - **1 Firefighter**
  - **1 Command Vehicle**
  - **Battalion Chief (who will also be available for an additional 2 hours for briefings outside of the airshow times; briefings will occur on Friday, Saturday and Sunday at or around 0900 at the CVI)**
  - **1 Rehab or Operations Trailer to support first aid and firefighter rehabilitation needs for the Aviation Roundup**
- **EFFPD shall provide Incident Management for all Fire and EMS need following NIMS ICS**
- **EFFPD is responsible for its own emergency and radio communications and communications protocols with other fire protection agencies in coordination with Douglas County Emergency 911.**



From: Goss, Larry <LGoss@eastforkfire.org>  
 Sent: Wednesday, July 13, 2022 9:29 AM  
 To: Thompson, Bobbi <BThompson@douglasnv.us>; Rosser, Carey <crosser@douglas.nv.gov>  
 Subject: 2022\_Airshow\_EFFPD\_v2 RED LINE

Please see changes and requests. An updated estimate is attached as Finance has had to adjust costs due to new contract.

**East Fork Fire District  
 2022 Airshow**

Estimated Billing - Airshow - based on FY21/22 Rates, Resolution #2022R-003  
 2 days @ 7 hours a day/ BC 8 Hrs to attend Briefing

**Estimated Billing**

<b>Personnel &amp; Equipment/ Apparatus</b>				
<u>Type</u>	<u>Personnel</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Rescue		14	\$135.00	\$1,890.00
	Firefighter/Paramedic	14	\$51.04	\$714.56
	Firefighter/Paramedic	14	\$51.04	\$714.56
Engine, Type 1		14	\$270.00	\$3,780.00
	Captain	14	\$63.34	\$886.76
	Engineer	14	\$56.63	\$792.82
	Firefighter/Paramedic	14	\$51.04	\$714.56
Engine, Type 3		14	\$215.00	\$3,010.00
	Captain	14	\$63.34	\$886.76
	Engineer	14	\$56.63	\$792.82
	Firefighter/Paramedic	14	\$51.04	\$714.56
Battalion Chief		16	\$82.08	\$1,313.28
	BC Pickup	2	\$85.00	\$170.00
Rehab/OPS Trailer for EMS		2	\$180	\$360
			<b>Total</b>	<b>\$16,380.68</b>
			Admin Rate - 10%	<u>\$1,638.07</u>
				<b>\$18,018.75</b>

Please note these are estimated costs based on FY22/23 rates, billing will be based on actual costs at time of event.

Larry Goss  
 Deputy Chief-Training & Safety  
 East Fork Fire Protection District 1109  
 lgoss@eastforkfire.org  
 C- 775-690-0225 O- 775-782-9040

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

27<sup>th</sup> day of October, 20 22

By Janice Balda Deputy