

MASTER SERVICE AGREEMENT

This Master Service Agreement (“Agreement”) No. MSA-TM-VG-MM-5124, is effective **July 2, 2024** (“Effective Date”), by and between **Liberty Utilities (CalPeco Electric) LLC.**, a California Limited Liability Company, (“Company”) having its offices at 701 National Avenue, Tahoe Vista, California 96148, and **Truckee Meadows Fire Protection District**, a fire district organized pursuant to NRS 474.460 and political subdivision of the State of Nevada, (“Contractor”) having offices at 3663 Barron Way Reno, NV 89511, United States, Company and Contractor may be referred to individually as a “Party” or collectively as “Parties” below.

NOW THEREFORE, in consideration of the mutual terms, conditions and covenants set forth below, Company and Contractor hereby covenant and agree as follows:

1. Master Agreement. This Agreement sets forth the terms and conditions that apply to all requests for services (“Services”) that Company may purchase from Contractor and all orders for goods (“Goods”) that Company may place with Contractor from time to time during the term of this Agreement. Any Services or Goods provided pursuant to this Agreement shall be specifically defined in separate purchase orders (a “Purchase Order”). In the event Contractor supplies Goods in conjunction with any Purchase Order or otherwise, the terms and conditions of **Exhibit B** to this Agreement shall apply to such purchase of Goods in addition to the terms and conditions contained herein. If Contractor only provides Services under this Agreement and/or a specific Purchase Order, Exhibit C shall not apply and will not have any force or effect. The “Work” performed under this Agreement shall include any and all Services and Goods provided under this Agreement. Company and Contractor may enter into separate statements of work (each, a “Statement of Work”), substantially in the form attached as **Exhibit A**, generally describing certain Services and Goods to be provided by Contractor under this Agreement. Statements of Work may include, but not be limited to, pricing, schedule, specifications, materials, equipment and Goods in accordance with a particular Statement of Work. Company may issue a Purchase Order referencing the appropriate Statement of Work, and such Purchase Order shall describe the specific Services and Goods that the Parties mutually agree Contractor will provide to Company under this Agreement.

2. Standard of Performance. Contractor shall perform the Work in a good and workmanlike manner and in conformity with any and all applicable and customary industry standards and in compliance with Company’s specifications. Contractor represents and warrants that it is competent and qualified by experience to perform the Work in accordance with the standards and specifications described herein. Any Work not conforming to the standards or specifications shall be re-performed or corrected by Contractor as soon as possible at Contractor’s sole cost and expense as set forth below, or, at Company’s election, Company may terminate this Agreement in accordance with paragraph 17 below. Contractor shall be solely and exclusively responsible for the methods and means of performing the Work under this Agreement. Contractor shall be liable and responsible for any and all acts and omissions of any consultants, contractors, suppliers and/or subcontractors retained by Contractor to perform any portion of the Work.

3. Contractor Warranty and Guarantee. Contractor warrants and guarantees to Company that (i) that all Work shall be of first-class quality, free from faults and defects and in strict accordance with any and all applicable laws and regulations, the Contract Documents, prudent utility practices and the standard of performance set forth in this Agreement; (ii) that all Work shall utilize Contractor’s reasonable care, skill and diligence in a good and workmanlike manner

and shall be sufficient, complete and adequate in all respects necessary to enable the Project and/or Work to reach Final Completion; and (iv) that for the duration of the Warranty Period any and all Goods, equipment and materials that are part of the Work (a) shall be new unless otherwise specified and agreed by Company, and shall be free from defects or deficiencies in materials, equipment, workmanship and title; (b) shall be transported, stored, installed and tested in accordance with the manufacturer's requirements; and (c) shall meet and be capable of operating, in compliance with any and all applicable laws and the Contract Documents. Any breach of the Warranties in this Article 3 shall render the portion of the Work subject to the breach as "Defective" or a "Defect."

a. **Warranty Period.** Contractor agrees to replace, at Contractor's sole cost and expense, and to the satisfaction of Company, any and all Work, Goods, materials, equipment and/or workmanship deemed Defective for a period of two (2) years after Substantial Completion of the Work ("Warranty Period"). Company shall notify Contractor in writing of all Defects as soon as reasonably possible. Defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Agreement.

b. **Warranty Work.** During the Warranty Period, Contractor shall promptly, and without cost to Company, remedy any and all Defective Work of which Contractor receives written notice. Upon such notification by Company, or upon discovery of a Defect by Contractor, Contractor shall immediately make any and all adjustments, repairs, additions, corrections and/or replacements that arise out of or are necessitated by such Defects.

i. Such adjustments, repairs, additions, corrections and/or replacements shall be made by Contractor so as not to degrade the performance of or impair the use of the Work or Goods in question, any other systems, or the Work as a whole, and Contractor shall make whole all other Work to the extent it is hindered, destroyed or damaged as a result of such warranty activities.

ii. Contractor shall advise the Company of any and all corrective warranty work at least 24 hours before commencement of such work. Contractor shall take action to correct the Defective Work within twenty-four (24) hours after receipt of any such notice of a warranty breach or Defect and Contractor shall diligently pursue such correction as soon as possible.

c. **Access to Project Site.** Company shall provide Contractor with access to the Project Site to perform Contractor's warranty obligations under this Agreement, when in Company's reasonable determination such work is convenient and does not materially interfere with Company's business operations.

d. **Company Right to Complete Warranty Work.** If, after notice during the Warranty Period of Defective Work, Contractor unreasonably delays and/or fails to commence, continue and/or complete the necessary corrective work, then Company may correct such Defect(s) after written notice to Contractor, and Contractor shall be liable to Company for any and all costs, charges and expenses incurred by Company in connection with such corrective work. Contractor shall pay to Company an amount equal to such costs, charges and expenses within thirty (30) Days after receipt of verifiable invoices provided by Company. A Defect corrected by Company as set forth utilizing prudent industry practices shall be warranted by Contractor as if performed by Contractor.

e. **Extension of Warranty Period.** The Warranty Period shall be extended to cover any and

all corrective work, repairs and replacements furnished under the warranty, and the extended period of the warranty for each such corrective work, repair and/or replacement shall be twelve (12) months after installation of such repair or replacement, or the remainder of the component's Warranty Period, whichever is greater.

4 Term. This Agreement shall be effective as of the date written above and shall continue in full force until SPECIFIC DATE (October 15, 2027), unless terminated earlier pursuant to paragraph 17 hereof.

5 Contract Documents. The following documents, including any and all attached schedules, appendices, exhibits or other attachments thereto, are incorporated by reference as if fully set forth herein, and are hereinafter referred to collectively and individually as the "Contract Documents" or the "Agreement", the order of precedence of the Contract Documents shall be as follows:

- a. Agreement. This Master Service Agreement.
- b. Purchase Order/Statement of Work. Each Purchase Order and/or Statement of Work shall include or reference a complete and full description of the Services to be performed and/or the Goods to be purchased and delivered, documentation of other materials to be produced, the schedule for completion of each of the foregoing, the applicable charges and pricing, and such additional information as the Parties shall agree upon (collectively, the "Deliverables").
- c. Change Orders, Amendments, or Modifications
- d. Contractor Rate Sheets. Reference Statement of Work (SOW) for all rates, fee, and expenses.

6 Price, Invoicing, and Payment. Payment to Contractor shall be based on Time and Expense, Not-To-Exceed value, or other mutually agreed upon pricing arrangement set forth in the applicable Purchase Order and/or Statement of Work. With respect to Purchase Orders issued on lump-sum basis, the lump sum payments shall be the only payment Contractor shall receive for performance of the Work. With respect to Purchase Orders including a not-to-exceed value, Contractor shall use best efforts to complete the Work for less than the not-to-exceed value; provided further, Company shall not be responsible for any cost in excess of the not-to-exceed value, unless authorized by Company in a written Change Order. With respect to Purchase Orders issued on a cost-reimbursement basis, Contractor will use commercially reasonable efforts to perform such Work in the most efficient manner possible in compliance with the specifications in the applicable Purchase Order, the terms of this Agreement, and the not-to-exceed amount, if any, stated in such Purchase Order. In no event shall charges exceed Contractor's applicable agreed upon rates. The cost of the work shall be calculated in accordance with paragraph 6.

Unless another payment schedule is specified in the Statement of Work and/or Purchase Order, Contractor shall submit all invoices to Company within ten (10) days of completion of all Work hereunder. Company shall pay the undisputed amount of the invoice within sixty (60) days of receipt of the invoice and completion of the Work to Company's sole satisfaction. Company shall not be responsible for payment of any invoice or portion of any invoice that Company in good faith disputes, until such time as the dispute is resolved. All invoices must reference the Purchase Order/Statement of Work, project, and/or appropriate Company contact person. Unless otherwise agreed by the Parties, each invoice and application for payment shall include an affidavit of Contractor stating that all previous progress payments have been received and paid, and shall include (i) executed Unconditional Lien Waivers from Contractor and all consultants, suppliers

and/or subcontractors covering all payments previously received on account of the Work, and (ii) executed Conditional Lien Waivers from Contractor and all consultants, suppliers and/or subcontractors for payment sought under the current invoice and application for payment.

a. Adjustment of Payments to Contractor. Company may withhold any payments, or on account of subsequently discovered evidence, nullify the whole or part of any payment due Contractor to the extent necessary to protect Company from loss, including costs and attorneys' fees, on account of: (1) defective or incomplete work not remedied; (2) failure of Contractor to make payments properly to consultants, suppliers, subcontractors or for Services or Goods relating to the Work; (3) reasonable evidence that Contractor cannot complete the Work on time and/or for the unpaid balance remaining on the Contract Price; (4) damages to Company and/or another party resulting from the acts or omissions of Contractor and/or its subcontractors, consultants and/or suppliers; (5) penalties and/or fines assessed against Company for failure of Contractor to comply with state, federal or local laws and regulations; (6) violation by Contractor of any term of this Agreement, including, without limitation, the failure to provide and/or maintain any required documentation under the Contract Documents, and the failure to furnish or keep current the required insurance certificates and payment and performance bonds if required; (7) unsatisfactory job progress; (8) disputed work; (9) third party claims and/or liens filed (or reasonable evidence that a third party claim or lien may be filed) resulting from Contractor's acts or omissions; (10) costs and expenses incurred by Company relating to remedial and/or corrective work performed by Company as the result of defective or deficient work performed by Contractor; (11) any claim or potential claim under any law, rule or regulation related to the protection of human health or the environment, including but not limited to any such claim related to a release of any hazardous substance, hazardous waste or other pollutant or contaminant on the Project site resulting from Contractor's acts or omissions; (12) any default and/or breach of this Agreement by Contractor; and, (13) any other ground for withholding payment allowed by state or federal law or statutes, or as otherwise provided in this Agreement.

b. Cost of the Work. The Cost of the Work means the sum of all costs necessarily incurred and paid by Contractor in the proper performance of the Work. All Costs of the Work shall be supported by reasonable documentation demonstrating the actual costs incurred and the necessity of incurring such cost. Except as otherwise may be agreed to in writing by Company, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 7(d) below.

c. Time, Equipment and Materials Costs. The Cost of the Work may include:

- i. Costs for employees in the direct employ of Contractor in the performance of the Work under the schedules of job classifications agreed upon by Company and Contractor at the rates included in this Agreement as Rates for Time and Material Work, or as otherwise agreed within the Purchase Order and/or Statement of Work.
- ii. Cost of all equipment and materials furnished and incorporated in the Work including costs of transportation and storage and suppliers' field services required in connection therewith.
- iii. Payments made by Contractor to subcontractors for Work performed by subcontractors. If a subcontract provides that the subcontractor is to be paid on the basis of Cost of the Work plus a fee, the subcontractor's Cost of the Work shall be determined in the same manner as

Contractor's Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents as applicable.

- iv. Payments made by Contractor to engineers and/or special consultants that are not employees of Contractor for design, engineering and/or other professional services (including, but not limited to, engineers, architects, testing laboratories, surveyors and accountants) retained for services specifically related to the Work.
- v. Supplemental costs for Change Order Work may include the following:
 1. The proportion of necessary and incremental transportation, travel and subsistence expenses of Contractor's employees incurred in discharge of duties to the extent connected with the Change Order Work.
 2. Costs, including transportation and maintenance, of all materials, supplies, equipment, machinery, temporary facilities at the Project Site, and hand tools not owned by the workers specifically necessary or consumed in the performance of the Change Order Work.
 3. Rentals of all construction equipment and machinery and the parts thereof whether rented from Contractor or others according to rental agreements approved by Company and the costs of transportation, loading, unloading, installation, dismantling, and removal thereof – all according to terms of said rental agreements. The rental of such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Change Order Work.
 4. Sales, consumer, use, or similar taxes related to the Work and for which Contractor is liable, imposed by laws and regulations.
 5. Cost of incremental premiums for additional bonds and/or insurance required because of the Change Order Work.
- d. Exclusions from Cost of the Work. The Cost of the Work shall not include any of the following:
 - i. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, attorneys, auditors, accountants, timekeepers, and clerks whether at the Project Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed-upon schedule of job classifications referred to above or specifically covered above, all of which are to be considered administrative costs covered by Contractor's fee.
 - ii. Expenses of Contractor's principal and branch offices other than Contractor's office at the Project Site.
 - iii. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - iv. Cost of premiums for all bonds and for all insurance whether or not Contractor is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by paragraph 7(c)(v)(5) above..
 - v. Costs due to the acts, omissions and/or negligence of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may

be liable, including, but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to the property.

vi. Other overhead, office supplies, computer and technology fees, or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 7(c) above.

e. Contractor's Fee. The Contractor's Fee allowed to Contractor for overhead and profit shall be determined as follows:

i. A mutually agreed fee or, in the event the Parties cannot agree upon a fee, Contractor's fee for overhead and profit relating to the Work and on Change Orders priced pursuant to paragraph 8 (whether additive or deductive) shall be ten percent (10%) of the Cost of the Work.

ii. When both additions and credits are involved in any one change, the adjustment in Contractor's Fee shall be computed on the basis of the net change.

iii. In no case shall the Contractor's Fee be applied to the Contractor's Fee of a subcontractor, consultant and/or supplier, the fee shall only be applied to the direct costs incurred by Contractor.

iv. Sales, consumer, use, or similar taxes related to the Work and for which Contractor is liable shall not be included in the Cost of the Work subject to a Contractor's Fee.

f. Lump Sum Contract Price. The total amount agreed upon to be paid by Company for the full and faithful performance of all Work as defined within the Statement of Work, subject to additions and deductions by contract price adjustments as provided in paragraph 8.

7. **Change Orders.** A change in price or schedule for a Purchase Order or Statement of Work may only be changed by a written change order or a written amendment ("Change Order") executed by Company and Contractor. Any claim for an increase or decrease in the Price or schedule shall be based on written notice delivered by the Party making the claim to the other Party promptly (but in no event later than ten (10) days) after the claiming Party knew or should have known of the event giving rise to the claim and stating the general nature of the claim.

a. Written Notice. The written notice shall include the amount of the claim with supporting data within the time specified above, unless an additional period of time to ascertain more accurate data in support of the claim is necessary given the circumstances. written notice shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct and indirect) to which the claimant is entitled as a result of the occurrence of said event. If the Parties cannot reach agreement on the claim, claims for adjustment shall be determined according to the dispute resolution procedures set forth in paragraph 22 below. No claim for any Change Order or price adjustment will be valid if not first submitted according to this paragraph.

b. Value of Change Order. The value of any Work covered by a Change Order or of any claim for a price adjustment shall be determined in one of the following ways:

i. By unit prices included in the Purchase Order or Statement of Work.

ii. By mutual acceptance of a lump sum or unit price. This shall apply in cases where unit prices do not exist for the work included.

- iii. In the event the Parties cannot agree on the claim under a lump sum, on the basis of the Cost of the Work plus a Contractor's Fee for overhead and profit (determined as provided in paragraph 7).

8. Sales and Use Taxes. Contractor shall, where applicable, separately list on its invoices all valid sales taxes on services provided hereunder. Prior to starting the Work and/or procurement of goods and services, Contractor shall obtain the necessary permits and licenses to remit sales, use, gross receipts and like taxes to the applicable taxing authority.

9. Independent Contractor. In performing the Work under this Agreement, Contractor is an independent contractor. This Agreement does not in any way create an employer/employee and/or agency relationship between Company and Contractor. Contractor shall act at its own risk and expense in its fulfillment of the terms and obligations of this Agreement and agrees to employ and direct any persons performing any Work hereunder.

10. Company Ownership of Work Product. All Work product conceived, created, developed, made or acquired by Contractor, either individually or jointly with others that is deliverable within the Scope of Work shall be Company's sole and exclusive property. Notwithstanding the foregoing, Company does not have any rights in or to any pre-existing intellectual property ("IP") and/or any embedded IP in the deliverables and/or derivative IP separate and apart from the deliverables or for any use in any product not reasonably contemplated as an intended result of the Services or application of the deliverables.

11. Insurance. If applicable, for the entire period of this Agreement, Contractor shall at all times maintain its certificate as a Company approved contractor in ISNetworld. Contractor shall maintain in effect at all times during performance of the Work as described in this Agreement, the insurance coverage, requirements and limits set forth in **Exhibit C** attached to this Agreement. Such insurance coverage shall be provided by carrier(s) satisfactory to Company.

12. Indemnity. To the fullest extent permitted by law, Contractor and its successors, assigns and guarantors, shall defend, indemnify and hold harmless Company and Company's agents, representatives, officers, directors, parents, subsidiaries, affiliates, insurers and/or sureties, from and against any and all liabilities, claims, direct damages, direct losses, costs, expenses (including but not limited to, attorney's fees, court costs and appellate proceedings), injuries, causes of action, or judgments occasioned by, contributed to and/or in any way caused, in whole or in part, by Contractor, its respective agents or employees, or any subcontractor, engineer, consultant or subcontractors of Contractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and subcontractor employees, in the performance of the Work covered by this Agreement by whoever performed, including but not limited to any active or passive negligence of Company, and/or any act or omission of Company, unless such negligence, act and/or omission of Company was the sole cause of such liability and/or claim. Contractor shall defend Company at Contractor's expense with legal counsel reasonably acceptable to Company. This Indemnity Clause shall apply to any claim arising out of, related to or in any way incident to the performance of the Work of Contractor that is sustained or asserted before or after completion of the Work or termination of this Agreement. This Indemnity Clause extends to and includes all claims, just or unjust, based on a tort, strict liability, contract, lien, statute, stop notice, rule, safety regulation, ordinance or other affiliated relief or liability, and whether the injury complained of arises from any death, personal injury, sickness, disease, property damage (including loss of use), economic loss, patent infringement, copyright infringement, or otherwise, even if such claim may have been caused in

part by Contractor as set forth above. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor and/or Project Manager or any subcontractor, supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts. Notwithstanding the language above, this indemnity clause shall apply solely to the extent that such liability claim, damage, loss or expense is caused by Contractor.

13. Safety. Contractor shall be solely and exclusively responsible for project safety. Contractor shall be solely and exclusively responsible for compliance with any and all federal, state, and local safety laws, ordinances, regulations and rules relating to performance of the Work. Contractor acknowledges and shall comply with Company's Contractor Safety Program attached as **Exhibit D**, including any and all updates or changes to such Safety Program. Contractor shall insure that any and all sub-contractors, consultants or other entities retained by Contractor to perform the Work shall comply with Company's Contractor Safety Program.

a ISNetworld. To the extent subscription or enrollment in ISNetworld is required for the Work under Company's Contractor Safety Program, Contractor shall comply with such requirement for Contractor and any all subcontractors, consultants or other entities retained by Contractor to perform the Work.

b Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work to prevent damage, injury or loss to:

i. All employees, subcontractors and suppliers on the Work and any and all other persons and organizations on the Site or who may be affected thereby;

ii. All the Work and materials and equipment to be incorporated in the Work, whether in storage on or off the project site; and

iii. Other property at the project site or adjacent to the project site including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation or replacement in the course of construction.

c Contractor shall perform the Work consistent with practices, methods, standards and acts (including, but not limited to, those engaged in or approved by a significant portion of the electric utility industry for similarly situated facilities) which, in the exercise of the reasonable judgment of an experienced contractor and designer of similarly equipped facilities, and in light of the facts known or which should have been known at the time the decision was made, would have been expected to accomplish the desired result in a manner consistent with, and in view of, the laws, this Agreement, the Contract Documents, adherence to applicable utility industry codes and standards, reliability, safety, protection of equipment, expedition and economy, and shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss and shall erect and maintain all necessary safeguards for such safety and protection

d Contractor shall notify Company of adjacent property and of underground utility facilities when prosecution of the Work may affect them. Contractor shall cooperate with all such owners and utility companies relating to such adjacent property and underground facilities in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable shall

be remedied by Contractor (except damage or loss attributable to the fault of drawings or technical specifications or to the acts or omissions of Company or anyone employed by Company or anyone for whose acts Company may be liable and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).

e Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as care, custody and control of the Work is transferred to Company. Contractor shall designate a safety representative at the project site. Contractor shall immediately report to Company the occurrence of any recordable safety incident or significant near miss.

f Despite anything in this Agreement to the contrary, Company has the right to stop the Work if Company reasonably deems it necessary for safety reasons.

14. Supplier Code of Conduct: Contractor hereby agrees to comply with and abide by the terms and conditions set forth in the Company's Policy on Supplier Code of Conduct as follows: <https://libertyutilities.com/supplier-information.html>

15. Applicable Law/Venue. This Agreement shall be construed and governed by the laws of the state where the Project is located without regard to the principles of conflicts of law. Contractor and Company hereby irrevocably submit to the jurisdiction of any state or federal court sitting in the state in any action or proceeding arising out of or related to this Agreement, and agree that no Party shall seek removal or bring any such action or proceeding in any other Court.

16. Assignment. Contractor shall not assign or transfer this Agreement or its rights and obligations hereunder or subcontract the Work or any part thereof, without Company's prior written consent. Company may assign or transfer this Agreement and its rights and obligations hereunder at any time without the consent of Contractor.

17. Termination. Either Party may terminate this Agreement or any Purchase Order hereunder at any time for its sole convenience by giving the other Party at least thirty (30) days' prior written notice of such termination. In the event that Contractor is in material breach of this Agreement, Company shall provide written notice of the breach to Contractor, and Contractor shall cure the breach within seven (7) calendar days. In the event the breach is not cured to Company's satisfaction, Company may immediately terminate the Agreement. In the event of termination, Contractor shall be entitled to payment for Work performed up to the effective date of termination, less any cost to Company to re-perform or correct any non-standard or defective Work.

18. Permits and Licenses. Contractor shall secure, at its sole expense, any and all permits and licenses necessary to the performance and completion of the Work and Contractor shall pay in connection therewith all valid and applicable fees, assessments, or taxes levied by units of government with jurisdiction.

19. General. If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining terms and provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by law. All exhibits and attachments to this Agreement are an integral part of this Agreement, as if fully set forth herein. In the event of any conflict between the terms of this Agreement and any exhibit or attachment hereto, the terms of this Agreement shall control. This Agreement may be signed in multiple counterparts, which when taken together, shall constitute the original. A facsimile, electronic or PDF signature shall be fully binding upon the Company and Contractor to the same extent as an original signature.

20. Subcontracting. Contractor shall not subcontract the Work without the prior written consent of Company. If subcontracting is permitted by Company, then Contractor shall enter into agreements with such subcontractors to require them to perform the Work and manufacture or deliver goods in accordance with all applicable laws and the terms of the Agreement. Contractor shall be liable for any acts or omissions of subcontractors as if the acts or omissions were those of persons directly employed by Contractor. Contractor agrees to incorporate the terms of the Agreement into all agreements with its subcontractors. No subcontract shall relieve Contractor from any of its obligations or liabilities under this Agreement. Contractor shall require that any permitted subcontractors maintain insurance that meets or exceeds the requirements set out in paragraph 12 of this Agreement. Contractor shall not permit any liens, mechanics' liens, mechanics' notices of intention, or the like to be filed against the Work by reason of labor, services, equipment or materials supplied or claimed to have been supplied to or on behalf of the Contractor or its subcontractor(s), as applicable. Contractor shall be fully responsible to Company for any and all acts and omissions of any Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.

21. Dispute Resolution.

a. Good-Faith Negotiations. Upon a dispute arising between the Parties under this Agreement, Company and Contractor first shall attempt in good faith to resolve all disputes promptly by negotiation. Either Party may give the other Party written notice of any dispute not resolved in the normal course of business. Representatives of Company and Contractor at a level above the Parties' personnel who have previously been involved in the dispute shall meet at a mutually acceptable time and place within ten (10) days after delivery of such notice, and thereafter as often as they reasonably deem necessary to exchange relevant information and attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days from the referral of the dispute to such Senior Representatives, or if no meeting of Senior Representatives has taken place within fifteen (15) Days after such referral, either Company or Contractor may initiate arbitration as provided in paragraph 22(b) below. All negotiations and communications arising from negotiations pursuant to this paragraph shall be treated as confidential and inadmissible settlement discussions. Each Party will bear its own costs for this dispute resolution phase.

b. Arbitration. All claims, disputes, and other matters in question not resolved by negotiation between the Company and Contractor arising out of or relating to this Agreement, the Project and/or the Work shall be decided by arbitration before the American Arbitration Association (AAA) or before such other arbitrator as mutually agreed by the Parties. The arbitration shall take place in state where Project is located and be conducted according to the American Arbitration Associations Construction Industry Arbitration Rules. This agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith will be specifically enforceable under applicable laws in any court having jurisdiction thereof. Notice of demand for arbitration must be filed in writing with the other Party to this Agreement pursuant to the AAA rules. If the total dispute exclusive of interest and arbitration costs is less than one million dollars (\$1,000,000.00), the arbitration shall be heard by one neutral arbitrator. If the total dispute equals or exceeds one million dollars (\$1,000,000.00), the arbitration shall be heard by three neutral arbitrators unless otherwise agreed by the Parties. Any arbitration may be consolidated with any other arbitration proceedings and either party may join any other interested parties in accordance with the AAA Rules. The award of the arbitrator(s) shall be

specifically enforceable in a court of competent jurisdiction. The prevailing party in such arbitration shall be entitled to recovery of its attorney's fees and arbitration costs.

c. Continuation of Work During Disputes. Pending resolution of any dispute under this Agreement, a Purchase Order and/or a Statement of Work, Contractor shall continue to diligently perform the Work according to the Contract Documents, and Company shall continue to make payments to Contractor according to the Contract Documents for those portions of the Work completed that are not the subject of dispute.

22. Force Majeure. No Party shall be liable to the other Party for any delay or failure in the performance of any of its obligations hereunder if and to the extent such delay or failure is a result of Force Majeure. The term "Force Majeure" means any act or event that (i) delays the affected Party's performance of its obligations in accordance with the terms of this Agreement, a Statement of Work or Purchase Order, (ii) is beyond the reasonable control of the affected Party and is not due to its fault or negligence, (iii) is not reasonably foreseeable, and (iv) could not have been prevented or avoided by the affected Party through the exercise of due diligence, including (to the extent consistent with the foregoing) any act of God, pandemics, any act or omission of any government authority, explosions, fire, riot, and war. Force Majeure shall not include: (a) economic hardship; (b) any labor strike, labor dispute, work stoppage, boycotts, walkouts and other labor difficulties or shortages resulting therefrom, except for nationwide strikes meeting all of the requirements specified in the definition of Force Majeure; (c) the inability to obtain labor, equipment or other materials or supplies for the Work; (d) changes in market conditions; (e) failure to timely apply for permits or approvals; (f) any act or event to the extent resulting from the fault or negligence of any person claiming Force Majeure; or (g) the financial inability of any person to perform its obligations under this Agreement, a Statement of Work or Purchase Order. For the purpose of claiming Force Majeure due to abnormal weather, abnormal weather shall be defined as storm events that occur at the Project Site that are as or more severe than the 100-year 24-hour storm using National Oceanic Atmospheric Administration weather data from the nearest reporting station to the Site and the most recently published NOAA ATLAS 14 point precipitation frequency estimates, or greater than 2-inches of accumulated ice as recorded at site, or greater than 12 inches of snow fall as recorded at site. The protections afforded under this section shall be of no greater scope and no longer duration than is required by the Force Majeure. Notwithstanding this section, no Force Majeure shall relieve, suspend or otherwise excuse any Party from performing any obligation to make any payment owed to another Party or to indemnify, defend, or hold harmless another Party under this Agreement. Upon the occurrence of a Force Majeure (or as soon as reasonably practicable thereafter), the Party declaring the Force Majeure shall act to resume normal performance of the affected Statement of Work or Purchase Order and Work within the shortest time practicable, taking into account the consequences resulting from such event of Force Majeure.

23. Limitation of Liability. Except as expressly provided herein, neither Party shall be liable to the other for any incidental, indirect, special, punitive, or consequential damages, including loss of use, loss of profit or loss of revenue.

24. Notices. All notices under this Agreement shall be in writing by the Agreement number set forth above and sent by reputable courier and/or by email to the addresses provided below:

To Customer:

Liberty Utilities (CalPeco Electric) LLC
Address: 701 National Avenue,
City/State/Zip Code: Tahoe Vista, California 96148
Attention: Peter Stoltman
Email: Peter.Stoltman@libertyutilities.com

Category Manager/Buyer: Matthew Miller
Email: Matthew.Miller2@libertyutilities.com
Phone: 516-460-5526
in all cases, with a copy to: LegalNotices@libertyutilities.com

To Contractor:

Company Name: Truckee Meadows Fire Protection District
Address: 3663 Barron Way
City/State/Zip Code: Reno, NV, 89511
Attention: Thelesa Montoya-Neves
Email: TMontoya-Neves@tmfpd.us
Phone: 775-326-6080

25. Attachments:

- Exhibit A Statement of Work
- Exhibit B Additional Terms Applicable to the Purchase of Goods Draft
- Exhibit C Insurance Coverage Limits
- Exhibit D Company's Contractor Safety Program
- Exhibit E Billing Rates
- Exhibit F Definitions

[SIGNATURE TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, this Agreement is effective on the day and year first above written.

COMPANY

Liberty Utilities (CalPeco Electric) LLC

CONTRACTOR

Truckee Meadows Fire Protection District

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A

STATEMENT OF WORK
PURSUANT TO
MASTER SERVICE AGREEMENT
BY AND BETWEEN
LIBERTY ENTITY AND CONTRACTOR

THIS STATEMENT OF WORK No.SOW-TM-VG-MM-5124, dated 5/2/2024, by and between **Liberty Utilities (CalPeco Electric) LLC** (“COMPANY”) and **Truckee Meadows Fire Protection District** (“Contractor”), existing under the laws of California is subject to the terms and provisions of, and is made a part of, that certain **MASTER SERVICE AGREEMENT** (the “Agreement”) **No.MSA-TM-VG-MM-5124**, effective Date, between Company and Contractor.

The Parties agree as follows:

A. Scope of Services:

Contractor agrees to furnish all supervision, labor, equipment, and specified materials necessary to perform services for Company location(s), and more fully described in this SOW, on an as needed basis.

B. Compensation:

Company will pay Contractor Pricing per attached SCOPE OF WORK.

C. Delivery or Work Schedule:

Work Schedule of the SOW shall remain as an as needed basis.

D. Delivery or Work Location

The services will be performed at the CalPeco service territory.

E. Term of Statement of Work: WILL BE IN EFFECT UNTIL APRIL 30, 2025.

F. Invoicing Instructions

Contractor will invoice Company as indicated on any Purchase Order referencing this Statement of Work. Contractor will submit invoices in accordance with the Agreement, unless other terms are specifically set forth here: All billing and workflow shall be performed within Name Billing System.

Invoices will reference the applicable Purchase Order number and be distributed as indicated in such Purchase Order.

G. Legal Terms and Conditions:

The legal terms and conditions governing this Amendment to the Statement of Work are contained in the Agreement between the parties. In order to be effective, any modifications, additions or deletions to the legal terms and conditions applicable to this Amendment must be specifically set forth here:

NONE

In the event of any conflict between the legal terms and conditions set forth here and the legal terms and conditions contained in the Agreement, the legal terms and conditions set forth here will control only for work performed under this Statement of Work as amended by this Amendment.

H. Ratification:

LUSC and Supplier hereby ratify and confirm the terms of the Statement of Work, as amended hereby, and all of the terms of the Statement of Work that are not specifically amended hereby shall remain in full force and effect.

I. Captions:

The captions and section headings of this Amendment are for convenience of reference only and shall not be used to interpret this Amendment.

J. Notices:

Notices required or permitted under this Agreement shall be addressed to:

CONTRACTOR:

Truckee Meadows Fire Protection District
Attn: Thelesa Montoya-Neves
Tel: 775-326-6080
Email: TMontoya-Neves@tmfpd.us

COMPANY:

Liberty Utilities (CalPeco Electric) LLC
Attn: Matthew Miller
Tel: 516-460-5526
Email: Matthew.Miller2@libertyutilities.com

Legal Notices:

Email:
LegalNotices@libertyutilities.com

Truckee Meadows Fire Protection District

Liberty Utilities (CalPeco Electric) LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

SCOPE OF WORK
Final 03/11/2024

“Truckee Meadows Fire Protection District” (“TMFPD” or “Contractor”) will conduct the hazardous fuels management and stand-by services described in this Scope of Work for Liberty Utilities (Calpeco Electric) LLC (“Liberty” 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 California Laws Governing Vegetation Management, such as California Public Resource Codes 4293, 4292, 4291, 4171, California Public Resource Code – PUC Division 4.1, Chapter 6, Section 8386, California Code of Regulations, Title 14: Minimum Clearance Provisions, Sections 1250-1258, etc. This Contract represents cooperative and preemptive implementation of the requirement to eliminate fire hazards. Specifically, TMFPD will provide Hazardous Fuels Management & Stand-by Services for Company in accordance with above codes and regulations. Services to be performed by TMFPD will consist primarily of vegetation management of ground fuels, such as clearing brush and other debris, within Liberty service territory to reduce fire hazards and create combustible free space, as well as stand-by and fire response services when Liberty is engaged in high fire risk activities as follows:

1. TMFPD 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 infrastructure in accordance with local Community Wildfire Protection Plan's (CWPP's), Authority Having Jurisdiction (AHJ) fuel treatment requirements, and 2018 International Wildland-Urban Interface Code (IWUIC) Appendix A requirements, and requirements outlined by the United States Forest Service (USFS), Bureau of Land Management (BLM), Cal-Fire, and other 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. TMFPD will implement "pole grubbing" to create a combustible-free space around poles, in accordance with Public Resources Code (PRC) 4292 and maintain such work throughout the duration of the Contract on a schedule agreed to by the Parties.
3. TMFPD will provide (California Incident Command Certification System (CICCS) or National Wildfire Coordination Group (NWCG)) qualified stand-by and stand-by resources as requested when Liberty is engaged in activities during high fire risk conditions. Additionally, TMFPD will provide qualified resources to conduct wildland training to other field personnel which could include Utility Personnel, Local Agencies, or other Partnering Agencies, including courses based on “Agency” discretion and availability.

4. TMFPD will provide fire standby during high fire danger events (red flag days, PSPS events, etc.) and will provide suppression response to fires potentially impacting Liberty infrastructure. During vegetation projects on National Forest System lands, Liberty follows the USFS Project Activity Level (PAL) Table and the National Fire Danger Rating System (NFDRS), which may cease all operations for the day or specific operations at 1:00pm and require a Fire Patrol for an extended period. For vegetation projects conducted on all other lands, Liberty follows its Fire Prevention Plan (FPP) and the Fire Potential Index (FPI) forecast for daily operating conditions.
5. TMFPD will provide staff to represent Liberty and TMFPD interests during community outreach and media events regarding hazardous fuels, wildland fire, and PSPS events. TMFPD 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 to increase resilience and risk management in WUI communities and around Liberty infrastructure.
6. To perform items 1-5, the following resources may be made available at the discretion of TMFPD: (five-person suppression modules, Heavy Equipment Operators, Crew Bosses, Mechanics, Intermittent Project Supervisors, one Fire Management Officer, one Wildland Urban Interface Community Coordinator, one Media Relations/Public Information Officer, engines (Type III/VI), dozers, skid steers, chippers, chip trucks, UTVs, trailers, herbicide application equipment, and/or single resource personnel (i.e. Fireline supervisors, IMT members, etc.)).
7. TMFPD will employ one (Fuels Division Chief) to work as a liaison/project coordinator with Liberty Utilities. 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. Liberty Utilities and TMFPD will meet and confer in preparing a schedule of projects to be performed which is anticipated annually April 1st and may vary dependent on WMP timelines and other factors. TMFPD will perform the work as agreed to by the Parties. When an area is finished, Liberty Utilities will and “sign off” on the project when it is accepted. There is no warranty or liability by TMFPD after the “sign off.”
9. TMFPD 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, potential contract expansion, or contract extension

EXHIBIT B

ADDITIONAL TERMS APPLICABLE TO THE PURCHASE OF GOODS

1. **Application.** These Additional Terms Applicable to the Purchase of Goods apply only if Goods (including, but not limited to, materials and equipment) are being supplied under the Agreement.

2. **Goods.** Contractor agrees to sell, deliver, provide and install all Goods described in any Purchase Order under this Agreement.

3. **Price.** The price for the Goods shall be as stated in any Purchase Order issued under this Agreement and Company shall pay Contractor pursuant to the terms and conditions of the Agreement and/or Purchase Order.

4. **Delivery and Installation.** Time is of the essence in the provision of Good under the Agreement. The Goods shall be delivered, provided, and installed in good working order on or before the installation date specified in the Purchase Order and in accordance with the terms of the Agreement.

5. **Risk of Loss.** The risk of loss from any casualty to the Goods, regardless of the cause, shall be on Contractor until the Goods have been accepted by Company.

6. **Title.** Contractor represents and warrants that the Goods at the time of delivery shall be free from any and all defect in title and shall be free of any security interest, lien or encumbrance, and that Contractor has complete and good title to the Goods.

7. **Warranty on Goods and Materials.** Contractor warrants that the Goods and any materials will be (a) newly manufactured, unless expressly agreed to otherwise in a writing signed by Company and Contractor, (b) conform to the specifications in the Purchase Order or Statement of Work, (c) be free from defects and any and all liens, security interests, claims and encumbrances, and (d) be merchantable and fit for their intended purpose. For a period of one (1) year after Company's acceptance of the Goods or materials, Contractor shall repair or replace any defective Goods or materials at Contractor's sole cost and expense after Company's written notice to Contractor. Any Goods or materials that are repaired or replaced hereunder shall have a one (1) year warranty from the date of repair or replacement. If Contractor fails to promptly repair or replace a defect, Company may cause the defect to be corrected at the expense of Contractor. If Contractor is not the manufacturer of the Goods, Contractor will pass through to Company any additional manufacturer warranties, and at the request of Company, make warranty claims against the manufacturer on Company's behalf. This provision shall not be construed as disclaiming or limiting any other express or implied warranty or guarantee made by Contractor.

8. **Latent Defect.** If a defect exists in the Goods or materials that was not and normally would not be revealed, discovered or located before the end of a warranty period by any reasonably careful inspection (hereinafter “Latent Defect”), Company will promptly notify Contractor when such Latent Defect becomes apparent and Contractor shall repair or replace the Goods or materials at Contractor’s sole cost and expense.

9. **Freight.** Unless otherwise provided in a Purchase Order, the delivery of all the Goods shall be as specified by Company, FOB destination, freight collect.

EXHIBIT C

Insurance Coverage Limits

Without in any way limiting Contractor's liability, the Contractor shall maintain in force, during the full term of the Agreement, insurance in the following amounts and coverage:

COVERAGE	LIMITS / AMOUNTS
1. Worker's Compensation and Employers' Liability:	
Workers' Compensation	Statutory
Employers' Liability:	
Each Accident	\$ 1,000,000
Disease-Policy Limit	\$ 1,000,000
Disease-Each Employee	\$ 1,000,000
2. Commercial/General Liability Insurance-Occurrence Form	
General Aggregate	\$ 2,000,000
Products-completed Operations Aggregate	\$ 1,000,000
Broad Form Property Damage including Completed Operations	Included
Personal and Advertising Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000
3. Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles	
Combined Single Limit Per Accident	\$ 1,000,000 For
bodily Injury and Property Damage	
4. Commercial Excess or Umbrella Liability	
Each Occurrence	\$ 4,000,000
Aggregate	\$ 4,000,000
5. Performance Bond – The contractor shall be required to furnish non-revocable security binding the contractor to provide faithful performance of the contract in the amount of 100% of the total contract price payable to Company. Performance security shall be in the form of a performance bond, certified check or cashier's check. This security must be in the possession of the Company by the due date and time cited for this solicitation.	
6. Payment Bond – The contractor shall be required to furnish non-revocable security for the protection for all persons supplying labor and materials to the contractor or any subcontractor for the performance of any work related to the contract. Payment Security shall be in the amount of 100% of the total contract price payable to Company.	
7. Builder's Risk Insurance or Installation Floater, as appropriate Estimated Full Replacement Written on an "all-risk" basis Value of the Project Any One Occurrence	
8. Commercial General Liability Insurance, Automobile Liability Insurance and Builder's Risk Insurance policies shall be endorsed to provide the following:	

- a. Included as additional insured: the Company and the Company's officers, agents, employees and volunteers.
- b. That such policies are primary insurance to any other insurance available to the additional insured's, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

10. Professional Liability (E&O) Insurance - If contractor is providing any professional services, the contractor must obtain professional liability insurance coverage for errors, acts or omissions arising out the scope of services performed under this agreement:

\$2,000,000 Combined Single Limit Each Occurrence (Minimum)

11. All policies shall be endorsed to provide: Thirty (30) days advance written notice of cancellation and non-renewal of coverage, mailed to the Company, with an exception of ten (10) days advance written notice of cancellation for non-payment of premium. If any insurers cannot issue the required endorsement, Contractor shall be responsible to provide such notice as soon as practicable after receiving written notice from its insurer(s).

12. Certificates of insurance, in form and with insurers satisfactory to the Company, evidencing all coverages above, shall be furnished before commencing services under this contract. Contractor agrees to provide or obtain certified copies of any policy or endorsement on Company's request.

This Agreement shall terminate immediately upon any lapse of required insurance coverage.

EXHIBIT D

COMPANY'S CONTRACTOR SAFETY PROGRAM

- 100-530-230-001 Contractor Pre-Qualification Form
- 100-530-230-007 Contractor Emergency Contact Form
- EHS Event Reporting-Contractor Expectations Poster

EXHIBIT E

2024 BILLING RATES

All rates based on actual cost to the TMFPD. Billed rate will be at the actual cost and may be different than the rate quoted in this document. All equipment includes fuel.

All rates are based on the actual cost to the Fire Protection District. Billed rate will be at the actual cost and may be different than the rate quoted in this document. All equipment includes fuel. Attached: Spreadsheet for full staffing roughly 30 people.

PERSONNEL RATES

Reimbursement rates apply to responses under the terms and conditions of the current “MSA Agreement” and will be billed at the actual cost. Full Burden Rates are determined based on estimated salary budget provided by TMFPD CFO / Accounts Payable. Full burden rates include – Medicare, Unemployment Ins, Worker’s Comp and PERs ect.

FIRE APPARATUS RATES

Equipment responding to an incident on an equipment resource order (“E” number) will be billed for hours worked as indicated on the Crew Time Report/Shift Ticket and will include traveltime. Equipment is not included in portal to portal pay provisions; however, usage will be reimbursed at the rate indicated in the rate schedule.

• Structure Engine - Type I	\$231.00/hr.
• Ladder	\$275.00/hr.
• Brush Engine - Type III	\$208.00/hr.
• Water Tender	\$197.00/hr.
• Patrol Truck – Type V	\$133.00/hr.
• Patrol Truck – Type VI	\$133.00/hr.
• Rescue	\$87.00/day – 67.0 per mile.
• Heavy Rescue	\$206.00/day – 67.0 per mile.
• Air Truck	\$174.00/hr.
• Fuel Truck	\$87.00/hr.
• Water Rescue Unit w/Boats	\$87.00/hr.
• Hazmat Unit	\$260.00/hr.
• Heavy Mechanic Truck	\$144.00/hr.
• Dozer – Type I*	\$208.00/hr. (Includes Fuel) or \$462.00/day stand-by
• Transport/Lowboy	\$87.00/hr. plus \$2.00 per mile or \$231.00/day stand-by
• Dozer Chase*	\$111.00/day plus 67.0 cents per mile

*Mutual/Automatic Aid request of Dozer or Hand Crew Unit(s) will be considered assistance by hire immediately from the time of order.

*Dozer requests will include Dozer Chase and two (2) personnel, qualified (1) Dozer/Operator and (1) HEQB. Personnel rates will vary depending on rank or the FSH 5109.34 Incident Position Matrix if a casual hire.

*Dozer will only be charged while on incident and not during travel status.

*Transport/Lowboy will be charged the hourly rate during travel and stand-by rate while on incident.

*Mt. Rose Unit – May be any combination of Mt. Rose Units. Mt. Rose Units include Type V engines with personnel and overhead positions.

EMS SUPPORT VEHICLE AND EQUIPMENT RATES

Medical Equipment: Reimbursement will be made for expendable medical supplies such as drugs, IV fluids, cardio electrodes, etc. A pre-incident and post-incident inventory, approved by the Incident Commander, will be required for reimbursement request submitted with the billing package. If a pre and post-incident inventory cannot be obtained, an invoice of supplies consumed signed by the Incident Commander will suffice.

- ALS, Durable Medical Equip. Kit \$275.00/day
- REMS Truck \$125.00/hr.

COUNTY OR FIRE DISTRICT OWNED VEHICLES OR EQUIPMENT

- Command Vehicle \$127.00/day plus 67.0 cents per mile
- SUV/Pickup (½ ton and below) \$197/day plus 67.0 cents per mile
- Pickup (¾ ton and above) \$201.00/day plus 67.0 cents per mile
- Polaris UTV \$231.00/day (must be ordered via resource order)
- Privately Owned Vehicle 67.0 cents per mile
- Masticator (Wet) \$185.00/hr.
- Ambulance \$144.00/hr.
- Chipper \$277.00/day
- Tracked Chipper \$185.00/hr.
- Chip Truck \$108.00/hr.
- Dump Trailer \$34.00/day
- Herbicide Trailer/Slip In \$34.00/day
- Drone

EMERGENCY WORKERS (CASUALS)

The district may employ Emergency Workers (Casual Hire) to cope with a sudden and unexpected emergency situation caused by a fire, or extreme fire potential, flood, storm, or any other all-hazard emergency to provide assistance to the district and/or cooperative partners.

Such hiring is purely temporary in duration and will be terminated when other methods can be initiated.

Rate of pay will be determined by FSH 5109.34 – INTERAGENCY INCIDENT BUSINESS MANAGEMENT HANDBOOK, CHAPTER 10 – PERSONNEL, Interim Directive NO.: 5109.34-2019-1, dated April 01, 2019. “CA Standard or other?”

BILLING ADDRESS

Truckee Meadows Fire Protection District
Attn. Thelesa Montoya-Neves
3663 Barron Way
Reno, NV 89511

CONTACT INFORMATION

Charles A. Moore, Fire Chief
(775) 328-6123 Mobile (775) 313-8903

Augie Isernhagen, Division Chief
(775) 326-6071 Mobile (775) 741-0372

Thelesa Montoya-Neves, Accountant AR & Grants Specialist
(775) 326-6080 Mobile (775) 316-1104

Cindy Vance, Chief Fiscal Officer
(775) 326-6070

Administrative Office
(775) 326-6000 Fax (775) 326-6003

DUNS NUMBER

006811244

TAX ID NUMBER

EIN # 38-3856902

Exhibit F

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 expanded 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 because 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.
- f) "CICCS" California Incident Command Certification System. The California Incident Command Certification System is an all-hazard qualification and certification system that enhances the ability of the State of California to deploy firefighting resources to complex and catastrophic incidents with trained and qualified personnel. The California Incident Command Certification System (CICCS) is a cooperative effort between the State Fire Marshal's Office (SFMO) and the California Governor's Office of Emergency Services (Cal OES), Fire and Rescue Branch. State Fire Training is a SFMO responsibility, while the movement of fire service resources throughout the state during times of emergency is the responsibility of Cal OES Fire and Rescue through the California Fire and Rescue Service Emergency Mutual Aid Plan