

**EXHIBIT A**  
**BILLING RATES**

- (1) The rate for general legal services shall be \$90,000 per year paid in monthly installments.
- (2) Where there is an opportunity to obtain cost recovery through a private party such as a developer, the hourly rate will be \$175 per hour for Shain G. Manuele.
- (3) For litigation the fee structure shall be \$150 per hour for Shain G. Manuele

**INTERLOCAL AGREEMENT FOR FIRE/EMS SERVICES**

THIS AGREEMENT, made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2021, pursuant to NRS 277.100 *et. seq.*, by and between the County of White Pine, State of Nevada, by and through its Board of County Commissioners, hereinafter referred to as the “County”, the White Pine County Fire Protection District, by and through the Board of County Commissioners, hereinafter referred to as the “White Pine County Fire Protection District”, and the City of Ely, an incorporated City in the County of White Pine, State of Nevada, by and through the Mayor and City Council, hereinafter referred to as “the City”.

**WITNESSETH:**

**WHEREAS**, the County, the White Pine County Fire Protection District and the City desire to afford all citizens of the county with optimum fire and EMS protection and services; and

**WHEREAS**, the White Pine County Fire Protection District provides EMS services within the unincorporated county by and through White Pine County Code Section 2.54.080; and

**WHEREAS**, in order for the City of Ely Fire Department to provide services under this Agreement, the County shall grant the City of Ely authority to operate Fire and EMS services in the unincorporated County by creating an exception in County Code 2.54 *et. seq.* and County Code 2.55 *et. seq.*;

NOW THEREFORE, in consideration of the mutual promises and covenants herein, the Parties agree as follows:

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**Section 1.1. Intent.** To continue to provide fire and life safety response to the residents, businesses, visitors and guests in White Pine County, including the City of Ely.

(a) This Agreement is intended as a comprehensive effort to work together in a cooperative manner in view of compelling fiscal limitations and restraints affecting all three parties hereto.

(b) To ensure access to and to provide the same level of training to both paid and volunteer fire and EMS personnel regardless of which jurisdiction/entity they work for and/or reside in, to ensure the White Pine County Fire Protection District has funding for its Volunteer Fire Departments/stations so they may continue to be properly equipped with and trained on the fire and EMS apparatus as appropriate and as determined by the White Pine County Fire Protection District.

(c) To provide a unified command structure, recognizing the training and experience of both paid and volunteer Fire Department personnel and responding personnel utilizing the incident command structure.

## ARTICLE II

### EMPLOYEES/CHAIN OF COMMAND

#### Section 2.0. Employees for Fire and EMS Protection.

(a) Each contracting entity agrees to provide and utilize their personnel and equipment, whether leased or owned, in responding to emergency incidents when dispatched as described in Article V.

(b) The respective Fire Chiefs shall be required to work together to ensure the needs of the citizens of this County are provided for, to ensure the best possible response to emergency situations based upon the location of the respective fire departments, staff and volunteers.

(c) The City shall continue to maintain the four (4) positions created by the contract entered into on April 11, 2019 for the term of this Agreement and any extensions thereof.

(d) The White Pine County Fire Protection District shall ensure training is made available for City and White Pine County Fire Protection District personnel regardless of their status as paid or

(b) **After-Action Review.** At the request of any person responding to an emergency incident the Incident Commander shall conduct an after-action briefing on what worked well, what needs to be improved upon, or other comments. The Incident Commander should provide each of the respective Fire Chief's with feedback regarding each emergency incident.

The climate surrounding an After-Action Review must be one in which the participants may openly and honestly discuss what transpired, in sufficient detail and clarity, so everyone understands what did and did not occur and why. Most importantly, participants should leave with a strong desire to improve proficiency.

(1) After-Action Reviews should be conducted as soon as possible after the event and be attended by the personnel involved in the event.

(2) The Incident Commander's role is to ensure skilled facilitation of the After-Action Review.

(3) The Incident Commander's role is to reinforce respectful disagreement is acceptable, but the discussion focus on the "what" occurred, "why" it occurred, "how" to fix the event, and not on the "who".

(4) The Incident Commander should ensure all personnel participate in the discussion, in this way the various fire departments may build comradery and professionalism.

(c) **Quarterly Fire Chief Meeting.** The City Fire Chief, the White Pine County Fire Protection District Fire Chief, the White Pine County Emergency Manager and any other volunteer, if invited, along with the White Pine County Sheriff or his/her designee, shall meet on a quarterly basis to discuss issues arising under the terms of this Agreement and attempt to resolve areas of conflict or identify areas for improvement, and develop a plan to address the stated concerns. A quarterly written report shall be provided to the County, the White Pine County Fire Protection District and the City of Ely of the topics and outcomes of each meeting.

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reduced by three percent (3%) down to the minimum payment due of one hundred and eighty five thousand dollars (\$185,000).

**Section 4.1. Payment Due Date.** Payments contemplated in Section 4.0 due by the County and White Pine County Fire Protection District shall be made in equal installments the first day of each quarter during the fiscal year, meaning, July 1, October 1, January 1, and April 1 of each year of this agreement. Any additional amount due based on EMS revenues (up to fifty thousand dollars (\$50,000)) shall be paid by August 31 of the subsequent fiscal year after final determination of the City of Ely's EMS revenues for the year.

**Section 4.2. Medical Insurance Payment/Reimbursement.**

(a) The City of Ely Fire Department shall have the sole and exclusive right to submit for payment/reimbursement to a patient's insurance company and to retain any such payments, for services provided by City of Ely EMS staff pursuant to the terms of this Agreement.

(b) The parties agree that the City of Ely Fire Department shall submit to the appropriate insurance company, the bill for services rendered by either the County or the White Pine County Fire Protection District and shall, monthly, provide a copy of the report of reimbursements received for such services by the County or the White Pine County Fire Protection District, to the County or the White Pine County Fire Protection District, along with a check for the amount received by the City on behalf of the County or the White Pine County Fire Protection District for those services.

**Section 4.3. Place of Payments** identified in this Agreement shall be sent to the following address:

City of Ely  
501 Mill Street  
Ely, NV 89301

White Pine County Finance  
801 Clark Street  
Ely, NV 89301

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working order, less normal wear and tear. The City shall provide insurance for this ambulance during the term of this Agreement and any extension thereof.

**Section 7.1. Ownership of Equipment.** Nothing in the terms of this Agreement shall be deemed to transfer right of ownership of the fire or EMS equipment on each agencies' rolls as assets. All apparatus, computers, trucks or other tangible items shall remain the sole property of the respective agency but may be leased to City as the case may arise in separate legal documents.

**Section 7.2. Future Acquisition of equipment.** Any future acquisition of equipment and apparatus by either agency shall be purchased by and in the name of the respective purchasing agency and shall not be part of the terms of this Agreement. Any equipment, including personal safety equipment, purchased by and in the name of the purchasing agency shall remain the sole property of the purchasing agency.

## **ARTICLE VIII**

### **INSURANCE: PROPERTY, EQUIPMENT, VEHICLES**

**Section 8.0. Insurance.** Each entity shall be responsible for providing insurance for all vehicles, equipment, buildings or any other items or apparatus titled to the entity, except as modified by Section 7.0(b) above.

**Section 8.1. Maintenance.** Each entity shall be solely responsible for the cost and/or providing staff to maintain the equipment, buildings, and/or vehicles titled to the entity.

**Section 8.2. Operating Costs.** In addition to the allocation of costs identified elsewhere in this Agreement, the parties agree as follows:

(a) Each entity shall be solely responsible for the following costs for its employees and volunteers: payroll, PERS contributions, Health Insurance, workers' compensation, training and travel expenses.

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engaged in fire/EMS protection activities by Fire and EMS personnel, from any acts, failure to act, or omissions in connection with this Agreement, and all services hereunder. The White Pine County Fire Protection District shall not seek reimbursement or indemnification from the City. There shall be no liability between the parties for any losses, expenses, or damages that any other party may sustain as a result of any party failing or refusing to respond to a fire/EMS matter under the terms of this Agreement.

## ARTICLE X

### COMPENSATION OF PERSONNEL

**Section 10.1. Employee Compensation.** The setting of salaries and compensation of any Fire Chief, fire fighter, EMS personnel, volunteers, agent, employee, or representative, shall be the sole responsibility of the respective entity. No other contracting entity shall have any input on the compensation provided to the respective entities' personnel under the terms of this Agreement.

## ARTICLE XI

### TRAINING

**Section 11.0. Training Duties.** The contracting entities shall be jointly responsible for the provision of training to all personnel required to meet each parties' obligations under this Agreement.

**Section 11.1. Expertise.** Each party shall ensure their personnel which are required to provide the services contemplated by this Agreement shall have the required training, experience and licenses or certifications as are, or may be, required by the state of Nevada or Federal Law, to properly execute the terms of this Agreement.

## ARTICLE XII

### NONDISCRIMINATION

**Section 12.0. Nondiscrimination Clause.** The Parties hereto agree not to discriminate against any employee or applicant for employment to be used in the performance of the obligations of this Agreement, on the basis of race, color, religion, national origin, ancestry, sex, age, sexual orientation, or

**Section 13.6. Preservation of Original Agreement.** This Agreement shall be executed by the Parties with an original copy, which shall be filed with the Official Clerk of the Board of County Commissioners, the Official Clerk of the White Pine County Fire Protection District and the City Clerk of the City of Ely, City Council.

**Section 13.7. Assignment.** This Agreement shall inure to the benefit of the successors in office of the Parties.

**Section 13.8. Application of Open Meeting Law.** This Agreement and any amendment, modification, alteration, or change of the provisions of this Agreement may only be made in an open meeting, unless a specific statutory provision allows or requires the discussion of negotiations to be held in private. Notwithstanding, any results of the negotiations or discussions shall be placed on the record pursuant to Nevada's Open Meeting law.

**Section 13.9. Contract Documents.** The documents which comprise the Agreement between the Parties are attached hereto and made a part hereof. Other documents or amendments to this Agreement may be included at a later time by the written agreement of the Parties.

**Section 13.10 Severability.** If any provision of this Agreement is held to be invalid, such invalidity shall not affect other provisions and each provision is declared to be severable.

**Section 13.11 Entire Agreement.** It is hereby expressly agreed and understood that the entire Agreement between the Parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the Parties to the subject matter hereto.

**Section 13.12. Drafter.** Neither party shall be deemed the drafter of this document as both Parties have had their respective counsel read, review and revise the terms stated herein.

**Section 13.13. Dissolution of Interlocal Agreement for EMS services between the County and the White Pine County Fire Protection District.** If during the term of this agreement there ceases



IN WITNESS WHEREOF the Parties to this Agreement have signed this Agreement on the date set forth below, following the appropriate authorization by the respective governing body.

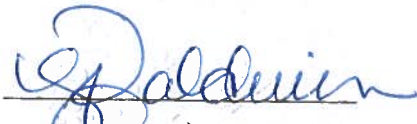
**ON BEHALF OF THE BOARD OF  
COUNTY COMMISSIONERS OF  
WHITE PINE COUNTY**



CHAIRMAN

DATED this 23 day of June, 2021

ATTESTED TO BY:



CLERK OF THE BOARD

**ON BEHALF OF THE CITY OF ELY**

MAYOR

DATED this \_\_\_ day of \_\_\_, 2021

ATTESTED TO BY:

CLERK

**ON BEHALF OF THE WHITE PINE  
COUNTY/FIRE COMMISSION**



CHAIRMAN

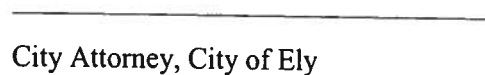
DATED this 23 day of June, 2021

Approved as to Form and Content by:



District Attorney, White Pine County

Approved as to Form and Content by:



City Attorney, City of Ely

**ELY CITY**  
**BROADBENT PARK**  
 June 23, 2021



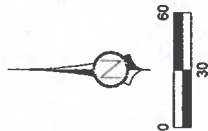
**CONCEPT - ENGINEER'S OPINION OF COST**

| ITEM NO.            | ITEM DESCRIPTION                    | EST QTY | UNIT | UNIT COST     | AMOUNT        |
|---------------------|-------------------------------------|---------|------|---------------|---------------|
| <b>CONSTRUCTION</b> |                                     |         |      |               |               |
| 1                   | Mobilization & Demobilization (10%) | 1       | LS   | \$ 373,100.00 | \$ 373,100.00 |
| 2                   | Project Sign                        | 1       | LS   | \$ 1,500.00   | \$ 1,500.00   |
| 3                   | Traffic Control & Site Security     | 1       | LS   | \$ 25,000.00  | \$ 25,000.00  |
| 4                   | Temporary Controls                  | 1       | LS   | \$ 25,000.00  | \$ 25,000.00  |
| 5                   | Construction Staking & Layout       | 1       | LS   | \$ 20,000.00  | \$ 20,000.00  |
| 6                   | Materials Sampling & Testing        | 1       | LS   | \$ 30,000.00  | \$ 30,000.00  |
| 7                   | Selective Site Demolition           | 1       | LS   | \$ 25,000.00  | \$ 25,000.00  |
| 8                   | Excavation (Plan Qty)               | 13,000  | CY   | \$ 15.00      | \$ 195,000.00 |
| 9                   | Hot Mix Asphalt w/ Base - Road      | 14,000  | SF   | \$ 10.00      | \$ 140,000.00 |
| 10                  | Hot Mix Asphalt w/ Base - Trail     | 7,500   | SF   | \$ 12.00      | \$ 90,000.00  |
| 11                  | Concrete Sidewalk w/ Base           | 24,000  | SF   | \$ 8.00       | \$ 192,000.00 |
| 12                  | Pedestrian Ramp w/ Base             | 4       | EA   | \$ 4,500.00   | \$ 18,000.00  |
| 13                  | Standard Cross Gutter w/ Base       | 2       | EA   | \$ 8,000.00   | \$ 16,000.00  |
| 14                  | Raised Planters                     | 1       | LS   | \$ 180,000.00 | \$ 180,000.00 |
| 15                  | PVC Sewer Lateral                   | 200     | LF   | \$ 35.00      | \$ 7,000.00   |
| 16                  | Sewer Service Connection            | 2       | EA   | \$ 3,000.00   | \$ 6,000.00   |
| 17                  | PVC Culinary Water Lateral          | 200     | LF   | \$ 25.00      | \$ 5,000.00   |
| 18                  | PVC Water Connection                | 2       | EA   | \$ 3,000.00   | \$ 6,000.00   |
| 19                  | Standard Catch Basin w/ Grate       | 4       | EA   | \$ 7,000.00   | \$ 28,000.00  |
| 20                  | Storm Drain Pipe                    | 200     | LF   | \$ 50.00      | \$ 10,000.00  |
| 21                  | Irrigation Connection & Controller  | 1       | LS   | \$ 15,000.00  | \$ 15,000.00  |
| 22                  | Turf Grass Area w/ Irrigation       | 200,000 | SF   | \$ 3.00       | \$ 600,000.00 |
| 23                  | Planter Area w/ Irrigation          | 7,500   | SF   | \$ 4.00       | \$ 30,000.00  |
| 24                  | Parking Curb & Gutter               | 1,000   | LF   | \$ 40.00      | \$ 40,000.00  |
| 25                  | Landscape Curb                      | 500     | LF   | \$ 30.00      | \$ 15,000.00  |
| 26                  | Event-Sized Restroom Building       | 1       | LS   | \$ 350,000.00 | \$ 350,000.00 |
| 27                  | Small 2-Stall Restroom              | 1       | LS   | \$ 90,000.00  | \$ 90,000.00  |
| 28                  | Park Pavilion                       | 1       | LS   | \$ 80,000.00  | \$ 80,000.00  |
| 29                  | Splash Pad Area                     | 1       | LS   | \$ 500,000.00 | \$ 500,000.00 |
| 30                  | Multi-Use Sports Court              | 1       | LS   | \$ 80,000.00  | \$ 80,000.00  |
| 31                  | Expanded Playground Area            | 1       | LS   | \$ 90,000.00  | \$ 90,000.00  |
| 32                  | Amphitheater Seating / Seat Walls   | 1       | LS   | \$ 190,000.00 | \$ 190,000.00 |
| 33                  | Shade Structure off Building        | 1       | LS   | \$ 42,000.00  | \$ 42,000.00  |
| 34                  | Backstop Structure                  | 1       | LS   | \$ 35,000.00  | \$ 35,000.00  |
| 35                  | Baseball Dugout                     | 2       | EA   | \$ 15,000.00  | \$ 30,000.00  |
| 36                  | Metal Fence                         | 300     | LF   | \$ 75.00      | \$ 22,500.00  |
| 37                  | Park Bench                          | 10      | EA   | \$ 2,000.00   | \$ 20,000.00  |
| 38                  | Picnic Table                        | 6       | EA   | \$ 2,000.00   | \$ 12,000.00  |
| 39                  | Trash Receptacle                    | 20      | EA   | \$ 1,500.00   | \$ 30,000.00  |



**LEGEND:**

- 1 EXPANDED PARKING (21 STALLS)
- 2 NEW PARKING (1-16 STALLS)
- 3 NEW EVENT SIZED RESTROOM BUILDING, 20X20' STORAGE AREA, CONCESSIONS, & LENDING FOUNTAINS
- 4 SMALL 2 STALL RESTROOM W/ DRINKING FOUNTAIN
- 5 8' DIMENSION ASPHALT TRAIL
- 6 NEW 20' PARK HAVENLIGHT SHADE STRUCTURE W/ TABLES & PARK FURNITURE
- 7 SPLASH PAD
- 8 MULTIPURPOSE SPORTS COURT
- 9 RAISED PLANTERS / SEAT WALLS
- 10 SPORTS FIELD LIGHTS
- 11 EXPANDED PLAYGROUND AREA
- 12 AMPITHEATER
- 13 RETAINING WALLS / SEAT WALLS
- 14 MULTIPURPOSE SPORTS FIELDS W/ NEW IRRIGATION SYSTEM
- 15 EXISTING PARK STALLS
- 16 SEAT WALLS
- 17 SHADE STRUCTURE OFF BUILDING W/ TABLES, BENCHES, BIKES, & OTHER PARK FURNITURE
- 18 NEW SHADE TREE
- 19 LANDSCAPE PLANTER W/ DRIP IRRIGATION
- 20 EXISTING SHADE TREE
- 21 EXISTING PLAYGROUND
- 22 EXISTING SHADE STRUCTURE
- 23 EXISTING FENCE
- 24 NEW BASEBALL BACKSTOP
- 25 NEW FENCE



**BROADBENT PARK - ELY, NV**  
CONCEPTUAL SITE PLAN