

INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting By and Through Its

Department of Public Safety
State Fire Marshal Division
107 Jacobsen Way
Carson City, NV 89701
775-684-7509

And

The Board of Regents of the Nevada System of Higher Education
on behalf of the University of Nevada, Reno (hereinafter, "UNR")
1664 N. Virginia Street
Mail Stop 0003
Reno, NV 89557
775-784-4031

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. **DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. **CONTRACT TERM.** This Contract shall be effective upon approval for four (4) years with an annual meeting and review on or about May 1st of each year, unless sooner terminated by either party as set forth in this Contract.
4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 60 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.

5. **NOTICE**. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.

6. **INCORPORATED DOCUMENTS**. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A: SCOPE OF WORK

7. **CONSIDERATION**. UNR agrees to provide the services set forth in paragraph (6) at no cost to the State based on other good and valuable consideration, including but not limited to the services by each under this contract. Any intervening end to an annual or biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

8. **ASSENT**. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.

9. **INSPECTION & AUDIT**.

a. **Books and Records**. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the other party, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable regulations and statutes.

b. **Inspection & Audit**. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the other party, by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, by the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

c. **Period of Retention**. All books, records, reports, and statements relevant to this Contract must be retained by each party for a minimum of three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. **BREACH; REMEDIES**. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs.

11. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

12. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, 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 the Contract after the intervening cause ceases.

13. INDEMNIFICATION. Neither party waives any right or defense to indemnification that may exist in law or equity.

14. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

15. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

16. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

17. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.

18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law or this Contract, any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

19. PUBLIC RECORDS. Pursuant to NRS 239.010, public books and public records may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.


20. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.

21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).

22. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.

23. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the State of Nevada Office of the Attorney General.


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



For the Board of Regents of the Nevada System of Higher Education
on Behalf of University of Nevada, Reno
Ron Zurek, Vice President, Administration & Finance

7-21-17

Date



Department of Public Safety, Nevada State Fire Marshal Division
Bart J. Chambers, Chief, State Fire Marshal

7-27-17

Date



Deputy Attorney General for the Attorney General – State of Nevada

8/3/17

Date

Attachment A
Scope of Work – The Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno

UNR commits to provide a firm annual financial commitment to resolve fire alarm and automatic sprinkler system issues as follows:

- UNR will meet with the Nevada Fire Marshal Division (Division) annually during the Contract to prioritize fire alarm and automatic sprinkler system projects for the follow-on fiscal year(s). The initial priority list will be drafted by UNR for finalization at this meeting.
- UNR will commit to request funding for fire alarms and/or automatic sprinkler systems in its Higher Education Capital Construction (HECC)/ Special Higher Education Capital Construction (SHECC) submittal through the state budgetary process until all UNR buildings have been retrofitted with automatic sprinkler protection.
- UNR will commit to a two-year expenditure equaling 5.5% of the HECC/SHECC budget that is legislatively authorized and appropriated for UNR.
- All Capital Improvement Projects and new construction funded by UNR will be required to meet all adopted fire and life safety codes, including fire alarm and automatic sprinkler systems, and will not be counted against the 5.5% bi-annual cap.
- In situations where UNR departments pursue renovation projects during the course of a fiscal year, Facilities Services will request that departments fund the extension of an existing automatic sprinkler system in the renovated space, if such a system were already installed within the building. This expense will also not be counted against the 5.5% bi-annual cap.
- In situations where an automatic sprinkler system is not already installed in a building, UNR will not be required by the Department of Public Safety to install a sprinkler system riser and underground water supply main, unless it was already identified in the annual list of prioritized projects funded by the bi-annual 5.5% cap.

In consideration of the above commitments by UNR, the Department of Public Safety will commit to the following:

- The Department of Public Safety will accept the annual funding commitment and prioritized plan stated above as an acceptable alternate method to the requirement contained in Nevada Administrative Code (NAC) Section 477.915 requiring the installation of automatic sprinkler protection in all buildings designated as a “B” Occupancy Group during the next remodel of or addition to the building. The provisions of NAC 477.917 will remain in effect with respect to IBC 2012 Chapter 34 for additions to existing buildings or structures ensuring the existing building or structure are no less compliant with the provisions of the adopted codes than the existing building or structure was prior to the alteration.
- The variance request procedure in NAC 477.287 will not be required on a case-by-case basis for any future remodel projects at the UNR campus while this Contract is in effect.
- The State Fire Marshal finds that NAC 477.285 allows for this approval and will continue to work with UNR’s Facilities Services office to further clarify the regulations pertinent to this issue.