

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

**Nevada State Purchasing Division
To Be Administered By:
Department of Administration
Research, Planning and Grant Management**
406 East Second Street, Suite 100
Carson City, NV 89701
Contact: Connie Lucido
Phone: 775-684-5676
Email: clucido@admin.nv.gov

and

Board of Regents, NSHE, obo University of Nevada, Reno (UNR)
1664 North Virginia Street
204 Ross Hall/Mail Stop 325
Reno, NV 89557-0240
Contact: Thomas Landis
Phone: 775-784-4040 Fax: 775-784-6680
Email: tlandis@unr.edu

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 of [UNR] hereinafter set forth are both necessary to [UNR] 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 as noted below, unless sooner terminated by either party as specified in *Section 4, Contract Termination*. Contract is subject to Board of Examiners' approval (anticipated to be January 10, 2017).

Effective from:	January 10, 2017	To:	April 12, 2019
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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 30 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terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Contract is withdrawn, limited, or impaired.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 this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA:	STATE SOLICITATION OR RFP #:3210 and AMENDMENT(S) # 1
ATTACHMENT BB:	NEVADA SYSTEMS OF HIGHER EDUCATION DECLARATION OF SELF INSURANCE
ATTACHMENT CC:	NEGOTIATED ITEMS
ATTACHMENT DD:	CONTRACTOR'S RESPONSE

A Contractor's attachment shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract.

7. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in *Section 5, Incorporated Documents* at a cost as noted below:

\$ 125.00	per	Hour
Total Contract or installments payable at:	Within 30 days upon receipt of invoice.	
Total Contract Not to Exceed:	\$ 400,000.00	

The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a 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 State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal 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 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, 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 a minimum 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. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for State-employed attorneys.

11. LIMITED LIABILITY. Neither the State nor Contractor will waive, and both parties hereby intend to assert available 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 in equity.

14. INSURANCE SCHEDULE. Contractor is self-insured for all applicable general liability exposures and is insured for excess liability in accordance with the Declaration of Self-Insurance and Certificate of Liability Insurance as set forth in Attachment BB incorporated herein.

15. 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.

16. 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.

17. 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 non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

18. 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.

19. OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system design, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this contract shall be the exclusive property of the State and all such materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of the Contract. Contractor may use such items for its own educational research and publication purposes only. Otherwise, Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this contract without the prior written consent of the State. Notwithstanding the foregoing, the State shall have no proprietary interest in any material licensed for use by the State that is subject to patent, trademark or

20. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents 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.

21. RIGHT TO PUBLISH. Contractor may release information pertaining to the work or activities covered by the contract pursuant to educational and research functions of contractor or its employees. Contractor shall present to the State any proposed publication at least thirty (30) days prior to thereto in order to allow the State to review the publication and request deletion of any confidential information or to make other comments on content.

22. 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.

23. PROVISION OF SERVICE. Contractor represents and certifies that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry, shall conform to or exceed the specifications set forth in the incorporated attachments, and shall be fit for ordinary use, of good quality, with no material defects.

24. 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).

25. 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.

26. 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 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.

Board of Regents, NSHE obo University of Nevada, Reno

Public Agency

Cheryl Hart 11/29/16 Asst VP, Research Admin
Public Agency Signature Date Title

[Signature] 12-7-2016 Administrator
Signature Date Title

[Signature] APPROVED BY BOARD OF EXAMINERS
Signature - Nevada State Board of Examiners

Approved as to form and compliance with law by: On 1-10-17
(Date)

[Signature] On 12/05/16
Deputy Attorney General for Attorney General, State of Nevada (Date)

ATTACHMENT BB

INSURANCE SCHEDULE



Business Center North
Risk Management Office
Artemesia Building, RM 003/ MS 241
Reno, Nevada 89557-0241
(775) 784-4394 * Fax (775) 784-4363
www.bcn-nshe.org

**NEVADA SYSTEM OF HIGHER EDUCATION
DECLARATION OF SELF INSURANCE**

JANUARY 2014

The Nevada System of Higher Education (NSHE) is self-insured for general and automobile liability exposures funded by the State of Nevada. The self-insurance program is administered by the Nevada Attorney General's Office. Claims are handled in accordance with Chapter 41 of the Nevada Revised Statutes. Under Chapter 41, claims against the state and NSHE are limited to \$100,000 per cause of action. There is no per occurrence cap on claims. In addition, the State and NSHE have a Special General Liability Policy in excess of \$2,000,000 with a limit of \$15,000,000. A certificate of insurance and additional insured status is available under the excess policy.

NSHE is self-insured for their automobile property damage exposure funded by the State of Nevada. Claims are administered by the State of Nevada Risk Management Division.

NSHE is self-insured for their Workers' Compensation exposure under the provisions of §616B.300 and §616B.312 of the Nevada Revised Statutes. Excess insurance is through Safety National. Workers' compensation claims are administered by Cannon Cochran Management Services Inc.

Questions regarding this matter can be forwarded to the Business Center North, Risk Management Office at (775) 682-6107.

BY:

Susan Dunt

Susan Dunt
BCN Risk Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/29/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCERWillis of Seattle, Inc.
PO Box 34201
Seattle, WA 98124**CONTACT**

NAME Karin Barden

PHONE

(A/C, No. Ext): (206) 386-7920

FAX

(A/C, No): 206-386-7960

E-MAIL

ADDRESS: karin.barden@willis.com

PRODUCER

CUSTOMER ID #: 509509

INSURER(S) AFFORDING COVERAGE**NAIC#****INSURED**Board of Regents of the Nevada System of Higher Education
Risk Management Department, MSVS 014
2601 Enterprise Road
Reno, NV USA

INSURER A : Insurance Company of the State of PA

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGES TO RENTED PREMISES(Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
	<input type="checkbox"/> Public Officials E&O						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS-COMP/OP AGG \$
A	AUTOMOBILE LIABILITY			37723008	09/01/2014	09/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$15,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY(Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY(Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
	<input checked="" type="checkbox"/> \$2,000,000 SIR						\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			37723008	09/01/2014	09/01/2015	EACH OCCURRENCE \$15,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$15,000,000
	DEDUCTIBLE						\$
	<input checked="" type="checkbox"/> RETENTION \$2,000,000						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTH-ER
							E.L. EACH ACCIDENT
							E.L. DISEASE - EA EMPLOYEE
							E.L. DISEASE - POLICY LIMIT
	OTHER						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Coverage

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE OF WILLIS OF SEATTLE, INC.

ATTACHMENT CC

NEGOTIATED ITEMS

ATTACHMENT CC

NEGOTIATED ITEMS

All parties agree to the following:

A) Attachment DD – Contractors Response, Cost Proposal is revised as follows:

Description	Hourly Rate (Year 1)	Hourly Rate (Year 2)	Hourly Rate (Year 3)	Hourly Rate (Year 4)
Evaluation Design and Development Procedures	\$125.00 *	\$125.00 *	\$125.00 *	\$125.00 *
Data Collection	\$125.00 *	\$125.00 *	\$125.00 *	\$125.00 *
Research	\$125.00 *	\$125.00 *	\$125.00 *	\$125.00 *
Training	\$125.00 *	\$125.00 *	\$125.00 *	\$125.00 *
Travel	GSA Rates	GSA Rates	GSA Rates	GSA Rates

*Indirect Costs inclusive in rates. Indirect Costs include items such as overhead and Administrative costs (i.e. support staff, copies, and operating costs).

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

Chaulen Hart 11/29/16
Public Agency Signature Date

Asst. VP, Research Admin
Title

J/H 12-7-2016
Signature Date Title

Administrator