

## INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between Washoe County, Nevada  
Acting by and through its  
Washoe County Health District, Air Quality Management Division  
Hereafter "Washoe County Health District"

And

Board of Regents, Nevada System of Higher Education on behalf of the University of Nevada, Reno  
2601 Enterprise Road, Mail Stop 0294 Reno, NV 89512  
Hereafter "the University"

Public Entity #1:	<b>Washoe County Health District Air Quality Management Division</b>
Address:	<b>1001 E. Ninth St., Bldg. B</b>
City, State, Zip Code:	<b>Reno, NV 89512</b>
Contact:	<b>Francisco Vega</b>
Phone:	<b>775-784-7200</b>
Fax:	<b>775-784-7225</b>
Email:	<a href="mailto:Health-AirQualityContactUs@washoecounty.gov">Health-AirQualityContactUs@washoecounty.gov</a>

Public Entity #2:	<b>Board of Regents-NSHW OBO UNR on behalf of The University of Nevada Reno (UNR) Business Environmental Program (BEP)</b>
Address:	<b>1664 N. Virginia Street, Accounting Services, Mail Stop 124</b>
City, State, Zip Code:	<b>Reno, NV 89501</b>
Contact:	<b>Christopher Lynch</b>
Phone:	<b>775-834-3687</b>
Fax:	<b>775-834-3687</b>
Email:	<a href="mailto:clynch@unr.edu">clynch@unr.edu</a>

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 be effective upon approval by appropriate official action of the governing body of each party to January 1, 2023.
2. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in **Section 3, Termination**.

Effective From:	January 1, 2023	To:	June 30, 2024
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3. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in **Section 2, Contract Term**, 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, without penalty, charge, or sanction, if for any reason State, local, and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.

4. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (a) by delivery in person; (b) by a nationally recognized next day courier service, return receipt requested; or (c) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or email to the address(es) such party has specified in writing.
5. **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 A:	SCOPE OF WORK AND DELIVERABLES
ATTACHMENT B:	BUDGET
ATTACHMENT C:	INDIRECT COST RATES FOR GRANTS AND CONTRACTS WITH THE NEVADA SYSTEM OF HIGHER EDUCATION

Any provision, term or condition of an Attachment that contradicts the terms of this Contract, or that would change the obligations of the State under this Contract, shall be void and unenforceable.

6. **CONSIDERATION.** The University agrees to provide the services specified in *Section 5, Incorporated Documents, Attachment A* at a cost not to exceed \$275,000.

The Washoe County Health District shall reimburse the University on a quarterly basis for work performed. Invoices may be provided via email and must be received by the Washoe County Health District no later than forty (40) calendar days after the end of a quarter.

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.

7. **ASSENT.** The parties agree that the terms and conditions listed in the 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.

8. **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 document 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.

9. **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 not exceed \$150.00 per hour.
10. **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. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.
11. **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, acts of public enemy, acts of terrorism, 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.
12. **INDEMNIFICATION.** Neither party waives any right or defense to indemnification that may exist in law or equity.
13. **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 constructed 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.
14. **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.
15. **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.
16. **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.
17. **OWNERSHIP OF PROPRIETARY INFORMATION.** Unless otherwise provided by law 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.
18. **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.
19. **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.
20. **FEDERAL FUNDING.** In the event, federal funds are used for payment of all or part of this Contract, the parties agree to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
  - A. The parties certify, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation Subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

- B. The parties and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
  - C. The parties and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
  - D. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
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 ***Section 5, Incorporated Documents***.
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 exclusive jurisdiction of and venue in Washoe County, Nevada 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 as 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.
24. **INDIRECT COST RATE.** As specified in Attachment C, the indirect cost rate shall be capped at 8%.

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

Public Entity #1 Authorized Signature	Date	Title
Public Entity #2 Authorized Signature	Date	Title

# **ATTACHMENT A**

## **Scope of Work/ Budget Attachment**

Between the Washoe County Air Quality Management Division (AQMD) and the Board of Regents, Nevada System of Higher Education on behalf of the University of Nevada, Reno, Business Environmental Program (BEP) which is based in the Nevada Small Business Development Center

### **Introduction**

Utilizing the confidential business assistance framework BEP has developed since 1988 with Nevada Division of Environmental Protection, the primary purpose of this contract is to allow a business operating within the AQMD jurisdiction to seek air quality-related environmental regulatory assistance from the Nevada BEP with minimal assistance by the AQMD and without threat of regulatory intervention. The Nevada BEP agrees to report non-confidential information to the Division, including number of assistance line calls, workshop attendance, information distributed, on-site assistance consultations and other pertinent statistics as required within the Scope of Work.

Focus areas include:

- Assist the AQMD in complying with any applicable Section 507 requirements of the 1990 Clean Air Act Amendments
- Provide technical and regulatory assistance to small business concerning the AQMD requirements within its jurisdiction
- Outreach to the regulated community and interested stakeholders within the AQMD jurisdiction
- Measurement and Reporting

The program areas will be detailed in the below Scope of Work. To accomplish the tasks specified in this Scope of Work, Nevada BEP will partner with AQMD, the Nevada Division of Environmental Protection air bureaus, and other air quality districts as appropriate.

### **Scope of Work**

Technical and Regulatory Assistance:

Air programs, as used in this document, means the stationary source, portable source, general permit, dust control, and wood-burning device programs under the jurisdiction of the AQMD.

1. Phone and online counseling: operate a toll-free information line that provides air program related information to business and government operations; operate a website; and provide assistance virtually and by phone.
2. On-site, virtual and in-office consultations: provide on-site, virtual and in-office air program technical assistance consultations for business and government operations in the County to address permitting requirements and monitoring, testing, reporting and recordkeeping requirements.



3. Phone counseling, in-office consultations and on-site assistance services shall be made available in the AQMD jurisdiction, as requested by clients, during normal business hours throughout the contract period.

Informational Materials Preparation, Distribution and Outreach:

1. Create air quality brochure on county regulatory requirements and when a small business needs a permit as necessary. The brochure will be posted on the Nevada Business Environmental Program's website, distributed through other electronic media, and printed for distribution at meetings, trainings, and through AQMD staff during inspections.
2. Training, Working Groups and Presentations:
  - a. Prepare and conduct at least two (2) workshops or webinars annually, on minor stationary source permitting in Washoe County.
  - b. Prepare and conduct at least two (2) workshops or webinars annually, on annual emissions reporting as required by the AQMD.
  - c. Prepare and conduct at least two (2) workshops or webinars annually, on dust control permitting and compliance as required by the AQMD.
  - d. Prepare and conduct at least two (2) workshops or webinars annually, on wood-burning device requirements in Washoe County.
  - e. Prepare and conduct at least one (1) air permitting workshop or webinar annually, on complying with New Source Performance Standards (NSPS) and/or National Emission Standards for Hazardous Air Pollutants (NESHAP) requirements for gasoline dispensing facilities located in Washoe County.
  - f. Nevada BEP shall prepare materials for presentations and training workshops.
3. The Nevada BEP shall acknowledge the AQMD's funding support on the Nevada BEP website, on Nevada BEP marketing materials, and at workshops.
4. The Nevada BEP will conduct outreach to each City and County Building, Planning, and Licensing Department within the AQMD's jurisdiction to provide each City and County Building, Planning and Licensing Department with documentation related to air permitting activities and requirements for new and existing facilities and construction activities to ensure that City and County Building, Planning and Licensing Department personnel are directing owners and operators of regulated activities to the AQMD to obtain the correct permit or file the appropriate notification(s), and City and County Building, Planning and Licensing Department personnel are informed about significant permitting activities occurring in their jurisdictions:
  - a. Nevada BEP will work with the AQMD to develop an agreed upon package of materials to provide to each City and County Building, Planning and Licensing Department.
  - b. Nevada BEP will work with the AQMD to identify the departments and personnel to contact and will document the contacts made at each City and County Building, Planning and Licensing Department.
  - c. Outreach to each City and County Building, Planning and Licensing Department listed in subparagraph b above shall continue through the life of the contract.



- d. Nevada BEP will work with the AQMD and will schedule routine quarterly meetings to discuss any issues or opportunities for improvement as it pertains to air quality permitting (Stationary Source, General Permits, Asbestos, Wood-Burning Device, and Dust) in Washoe County.
5. The Nevada BEP will contact all the economic development authorities in Washoe County to introduce Nevada BEP and the air quality related assistance available through the program, and to share the air quality brochure or fact sheet developed in paragraph 1.

**AQMD Cooperation:**

1. The AQMD staff will make referrals to the program during inspections, site visits, and other interactions with the regulated community.
2. To encourage effective referrals, the AQMD will promote program awareness internally among AQMD staff, including permit writers, inspectors, and other staff.
3. The AQMD staff will integrate Nevada BEP staff into program processes, applications, and regulation development processes.
  - a. Nevada BEP staff input based on experience and customer feedback on program processes, applications, and regulation development processes is critical to continued quality improvement.
4. The AQMD will provide opportunities for interaction between Nevada BEP and Division staff, including the opportunity for Nevada BEP staff to attend appropriate meetings and make presentations to program staff on program services and initiatives.
5. The Division will open training for the AQMD permit writers and inspectors to Nevada BEP staff, as appropriate.
6. The AQMD will make aware the Nevada BEP staff about emerging issues on ambient air quality within the AQMD's jurisdiction and/or upcoming regulatory changes or policy updates.

**Measurement and Reporting:**

1. Survey customers provided information or assistance as part of this contract to assess areas of success and improvement; survey on an ongoing basis.
2. Submit a six-month report (electronically) to the Division, within thirty (30) calendar days after the end of the six-month period. Each six-month report will include a transmittal letter and a description of the contract related activities conducted during the six-month period, as described in the scope of work.
  - a. In the six-month report, Nevada BEP shall include statistics from the customer surveys described in paragraph 1 above.
  - b. Any unsatisfactory customer surveys shall be specifically addressed in the report and Nevada BEP shall provide details on actions to address the specific concerns.
3. Submit quarterly invoices and reports to:
  - a. Program Progress Reports to :  
Permitting and Compliance Supervisor  
Washoe County Air Quality Management Division  
1001 E. Ninth St., Bldg. B, Reno, NV 89512

- b. Quarterly Invoices to:  
Administrative Secretary  
Washoe County Air Quality Management Division  
1001 E. Ninth St., Bldg. B, Reno, NV 89512
- 4. The Nevada BEP contract coordinator will work directly with staff in the University of Nevada, Reno Office of Sponsored Projects to resolve any problems, inaccuracies and/or discrepancies with quarterly billing documents. The AQMD staff will return unacceptable invoices directly to the Nevada BEP contract coordinator.

# **ATTACHMENT B**

**UNR-BEP****Washoe County Air Quality Management Consulting Program**

<b>Budget Category</b>	<b>FY23</b>	<b>FY24</b>	<b>January 1, 2023 -- June 30, 2024</b>
WC Air Consultant, Professional Salary	\$37,500	\$77,250	\$114,750
Director, Professional Salary	\$16,625	\$34,248	\$50,873
Fringe Benefit Expense			\$53,496
Admin Support			\$7,500
Other Direct Expenses			\$28,011
Travel Expenses			\$10,000
Materials and Supplies			\$3,511
Services			\$14,500
Total Direct Expenses			\$254,630
Facilities and Administration at 8%			\$20,370
TOTAL Funds Needed			<b>\$275,000</b>

Salary - WC Air Consultant 100% FTE (approx \$70-75K/yr) + Director at 25% (approx \$133K/yr) plus anticipated year 2 COLA of 3%  
UNR fringes calculated at 32.3%

Admin Support Salary & fringe (11.5%) - 33% NC

Travel - Includes client travel, conferences and training (ex. Annual SBEAP national conference and McCoy CAA Unraveled)

Materials and Supplies - laptop, desktop etc for new consultant

Services - Develop materials and Marketing new service for Washoe

F&A capped at 8% per state memo and sponsor's request

# **ATTACHMENT C**

Brian Sandoval  
Governor



James R. Wells, CPA  
Director

Janet Murphy  
Deputy Director

Steve Weinberger  
Administrator

**STATE OF NEVADA  
GOVERNOR'S FINANCE OFFICE**

209 East Musser Street, Room 200 | Carson City, Nevada 89701  
Phone: (775) 684-0222 | Fax: (775) 684-0260  
[www.budget.nv.gov](http://www.budget.nv.gov)

**ALL AGENCY MEMO – 2017 – 12**

August 28, 2017

**TO:** All Agencies

**FROM:** James R. Wells, Director  
Governor's Finance Office

A handwritten signature in blue ink, appearing to read "J. Wells", is placed over the "FROM:" line.

**SUBJECT:** Indirect Cost Rates for Grants and Contracts with the Nevada System of Higher Education

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This Policy Directive implements the indirect cost rates approved by the Board of Examiners for grants and contracts with the Nevada System of Higher Education (NSHE). Agencies entering into contacts with or sub-granting funds to NSHE institutions on or after the effective date of this directive are required to use the rates below based on the source of funds being used to pay the contract or sub-grant.

**NON-STATE FUNDS** (including federal (including Federal Highway Administration grants through the Highway fund) and private grants):

- A. If an agency is paying a NSHE institution from a grant with unlimited funding (i.e., a grant with no restriction on the amount of dollars the State can draw from the awarding entity), the agency shall use the NSHE institution's full current approved indirect cost rate. This maximizes the funding to the State and prevents the State from leaving available funds with the granting organization.
- B. If an agency intends to contract with or grant funds to a NSHE institution, the agency director will, to the extent practicable, coordinate with that institution in advance to include the institution's current approved indirect cost rate in the application for funding. If the grant is awarded with the full indirect cost rate, the agency shall use that rate for any contract with or sub-grant to the NSHE institution.

- C. If an agency is contracting with or sub-granting funds to a NSHE institution and the grant funds have a restricted indirect cost rate (e.g., the indirect cost rate charged to a grant cannot exceed 10%) or a cap on the administrative fees which can be charged against the grant (e.g., administrative costs cannot exceed 3% of the total grant award), the NSHE institution will accept the restricted rate or cap in the contract or sub-grant.
- D. If an agency is awarding a contract through a competitive Request for Proposals (RFP) process, a NSHE institution submitting a response will determine the indirect cost rate they will accept and include the amount of indirect costs based on that rate in their cost proposal. The agency will consider the cost proposal with the indirect costs included as it would consider any other proposal in the competitive review process. If the NSHE institution is the chosen respondent, the agency will pay the indirect cost rate included in the proposal.

STATE FUNDS (including State General Fund and State Highway Fund appropriations and statutorily (NRS) or regulatory (NAC) approved fees which fund an agency. ):

- A. If the subject of the contract or sub-grant meets the definition of a research project:
  - a. For the University of Nevada, Reno – 10%
  - b. For the University of Nevada, Las Vegas – 10%
  - c. For the Desert Research Institute – 10%
- B. If the subject of the contract or sub-grant does not meet the definition of a research project:
  - a. For the University of Nevada, Reno – 8%
  - b. For the University of Nevada, Las Vegas – 8%
  - c. For the Desert Research Institute – 8%
- C. If the contract or sub-grant is with one of the institutions not listed in A or B – 5%
- D. Indirect cost rates may be less than those stated above but cannot be more.

MULTIPLE FUNDING SOURCES (projects funded with a mixture of state and non-state funds, as defined above)

- A. If the subject of the contract or sub-grant has multiple funding sources, the agency shall use a composite rate to maximize private and federal funds. If a composite rate is used, the rate for the non-state share shall be in accordance with the allowable rate provided for by the private or federal funding organization, and the State share will be capped at the applicable STATE FUNDS rate.
- B. If an agency intends to contract with or grant funds to a NSHE institution, the agency director will, to the extent practicable, coordinate with that institution in advance to determine the indirect cost rate in the application for funding. If the grant is awarded with the full indirect cost rate, the agency shall use that rate for the non-state share of the composite rate.
- C. Indirect cost rates may be less than those stated above but cannot be more.

This agreement is effective for contracts and sub-grants approved after October 1, 2017 and will be reviewed against actual costs by both parties at the end of the 2017-2019 biennium to determine whether revisions to the approved rates are necessary.