

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

Nevada Department of Wildlife,
1100 Valley Road, Reno NV 89512
775-688-1500 (Phone)
775-688-1697 (Fax)

and

Washington State University
Washington Animal Disease Diagnostic Laboratory
PO Box 647034
Pullman, WA 99164-7034
509-335-6656 (Phone)
509-335-7424 (Fax)

2015 MAY 11 AM 9 46

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 **Washington State** hereinafter set forth are both necessary to the **Nevada Department of Wildlife** 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 or State of Washington and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307 and RCW 39.34.020.
3. **CONTRACT TERM.** This Contract shall be effective 7/1/2015 to 1/31/2019, 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 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terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Contract is withdrawn, limited, or impaired.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 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. Washington State agrees to provide the services set forth in paragraph (6) at a detailed in Attachment AA Scope of Work with the total Contract or installments payable: not exceeding \$ 40,000.00. 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 results 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. 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.

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.

be responsible for its own acts and/or omissions and those of its officers, employees, agents in the performance of this Agreement. No party shall be responsible for the acts or omissions of persons and entities not a party to this Agreement.

13. INDEMNIFICATION.

a. To the fullest extent of limited liability as set forth in paragraph (11) of this Contract, each party shall ~~indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.~~

b. ~~The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.~~

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 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 and RCW 42.17.260, 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.

20. CONFIDENTIALITY. Subject to Section 19, 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.



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20. CONFIDENTIALITY. Subject to Section 19, 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 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.

WASHINGTON STATE UNIVERSITY

NEVADA DEPARTMENT OF WILDLIFE

APPROVED BY:

Signature:  _____

Signature:  _____

Name: Amanda N. Owen _____

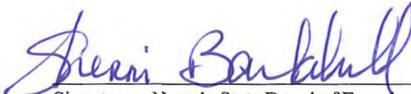
Name: Patrick Cates _____

Title: Contracts Manager
Washington State University _____

Title: Deputy Director _____

Date: 4/30/15 _____

Date: 5/13/15 _____


Signature – Nevada State Board of Examiners **for James R. Wells**

APPROVED BY BOARD OF EXAMINERS

Approved as to form by:

On 5-20-15
(Date)


Deputy Attorney General for Attorney General, State of Nevada

On 05/20/15
(Date)

Attachment AA

STATEMENT OF WORK

Between

Washington Animal Disease Diagnostic Laboratory (WADDL)

And

Nevada Department of Wildlife (NDOW)

For

Fish Health Services

For each test performed pursuant to this contract, WADDL shall charge NDOW the amount described under Price/Sample in the attached fee schedule increased by 5% in each FY after FY 2015. The parties may agree to alter the mix of tests and number of samples stated in the Budget described below, provided that the Price/Sample remains as stated below plus 5% for each fiscal year and the maximum amount under the contract is the amount stated. Payments not received within 90 days of invoice date may be subject to late fees.

Attachment AA Scope of Work
Fee Schedule

| Test | Price |
|----------------------------------------------------------------------|--------|
| Aquatic Health Inspection Testing* | |
| Culture Identification of specific bacteria (per fish) | 4.50 |
| Aerobic culture contaminated plate surcharge | 6.75 |
| VHSV testing | 33.00 |
| M. cerebralis digest (large) | 39.00 |
| M. cerebralis digest (small) | 24.00 |
| C. shasta histopath | 12.75 |
| Ceratomyxa shasta by intestinal smear | 6.00 |
| Bothriocephalus acheliognathi (Asian tapeworm) | 6.75 |
| Aquatic viral Culture | 21.75 |
| Piscirickettsia by histo | 15.75 |
| Piscirickettsia salmonis Direct tissue Culture | 33.00 |
| Piscirickettsia salmonis Touch Exam | 7.50 |
| Renibacterium salmoninarum (BKD) culture | 24.00 |
| Renibacterium salmoninarum (BKD) ELISA | 12.75 |
| Renibacterium salmoninarum (BKD) FA | 6.00 |
| Amoebic gill disease | 12.75 |
| Aquatic Diagnostic Testing* | |
| Bacteriology | |
| Aquatic aerobic culture | 19.50 |
| Aquatic anaerobic culture | 19.50 |
| Antimicrobial susceptibility | 30.00 |
| Fungal culture (genus)* | 24.00 |
| Mycobacterium spp. Culture | 31.50 |
| Virology | |
| Aquatic Viral isolation in cell culture | 118.50 |
| each additional cell line | 22.50 |
| Parasitology | |
| External Parasite screen | 6.75 |
| Pathology | |
| Aquatic Necropsy (includes gill wet prep/mucus-skin scrape) 1-3 Fish | 63.00 |
| each additional fish | 24.00 |
| Aquatic histopathology | 63.00 |
| each additional fish | 24.00 |
| External parasite screen by Histopathology | 12.75 |
| Myxobolus cerebralis histopathology | 12.75 |
| Sample collection at WA | |
| Mini sampling (per fish) | 3.00 |
| Standard sampling (per fish) | 6.00 |
| Sampling kit (plus freight) | 45.00 |
| Molecular Diagnostics-organism identification by PCR | |
| Flavobacterium psychrophilum by PCR (per sample cost up to 3) | 60.00 |
| per sample cost for 4 or more | 40.00 |
| Renibacterium salmoninarum (BKD) by PCR | 60.00 |
| Spring Viremia of Carp by PCR | 60.00 |
| Yersinia ruckeri by PCR | 60.00 |
| Mycobacterium spp. Identification and sequencing | 165.00 |
| DNA sequencing | 165.00 |
| Cloning/sequencing | 322.50 |

*All cases except those exclusively for toxicology will be assessed an accession fee of \$10.00. An accession is defined as specimen(s) of one animal species or miscellaneous substances belonging to one owner and submitted at one time.

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **16728**

Agency Name: **DEPARTMENT OF WILDLIFE**
 Agency Code: **702**
 Appropriation Unit: **4465-18**
 Is budget authority available?: **Yes**
 If "No" please explain: **Not Applicable**

Legal Entity Name: **WASHINGTON STATE UNIVERSITY**
 Contractor Name: **WASHINGTON STATE UNIVERSITY**
 Address: **PO BOX 647034**
 City/State/Zip: **PULLMAN, WA 99164-1027**
 Contact/Phone: **509/335-6656**
 Vendor No.: **T11361100A**
 NV Business ID: **Exempt**

To what State Fiscal Year(s) will the contract be charged? **2015-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

| | | | |
|------------------------|-----------------|---------------|--------|
| General Funds | 0.00 % | Fees | 0.00 % |
| X Federal Funds | 100.00 % | Bonds | 0.00 % |
| Highway Funds | 0.00 % | Other funding | 0.00 % |

Agency Reference #: **15-45**

2. Contract start date:

a. Effective upon final approval? **Yes** or b. other effective date: **NA**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **01/31/2019**

Contract term: **3 years and 257 days**

4. Type of contract: **Contract**

Contract description: **Lab Testing Fish**

5. Purpose of contract:

This is a new contract for ongoing lab services for fish testing which the vendor is able to preform analysis from samples for NDOW.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$40,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Fish Testing help the department to make determinations based on fish health to protect and reproduce fish stock.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State Employees are unable to perform lab services.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

Government Entity.

d. Last bid date: _____ Anticipated re-bid date: _____

10. Does the contract contain any IT components?

No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

Pat Kelly , Ph: 775-688-1536

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|---------|------------------------|
| Budget Account Approval | kdailey | 05/13/2015 14:23:04 PM |
| Division Approval | kdailey | 05/13/2015 14:23:07 PM |
| Department Approval | eobrien | 05/19/2015 13:59:06 PM |
| Contract Manager Approval | kdailey | 05/19/2015 14:04:01 PM |
| Budget Analyst Approval | Pending | |