

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

Nevada Dept. of Wildlife, Dave Sanger, 1100 Valley Rd, Reno, NV 89512, (775) 688-1500, (775) 688-1569 (fax)

and

Washington Animal Disease Diagnostic Laboratory, Kevin Snekvik/ Jim Thompson, P.O. Box 2037, College Station, Pullman, WA 99165-2037, (509) 335-6656, (509) 335-7424 (fax)

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 Animal Disease Diagnostic Laboratory**, 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:

VLGA
DK

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party. *or State of Washington* TVB

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 and RCW 39.34.020.

3. CONTRACT TERM. This Contract shall be effective July 1, 2006 to June 30, 2011, 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terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Contract is withdrawn, limited, or impaired.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

ATTACHMENT B: CONTRACTORS RESPONSE TVB

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DK

7. CONSIDERATION. The **Washington Disease Diagnostic Laboratory** agrees to provide the services set forth in paragraph (6) at a cost of ~~\$ 0.00 per 0.00~~ with the total Contract or installments payable: Payment will be made upon receipt of a valid invoice and approval by the project manager, not exceeding \$ 24,641.56 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.

GP

- 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.~~ *TVB*

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11. LIMITED LIABILITY. The parties will not waive and intend to assert available ~~NRS chapter 44~~ 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.

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 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.

and RCW 42.17.260,
19. 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 *TVB*

law balancing of interests.

Subject to Section 19,

RGH DK

TUB

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.~~

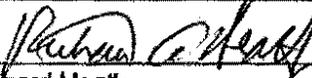
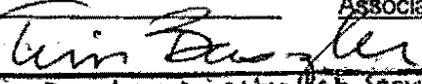
TUB

22. 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.

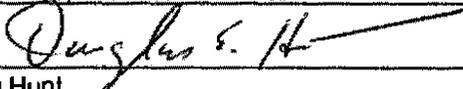
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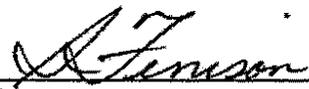
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Washington Disease Diagnostic Laboratory,

 Associate Vice Pres., WSU 12/21/05
Richard Heath 12-21-05 Date
Recommended By:  12-21-05 Date
Tim Bazler, Director, Lab Services

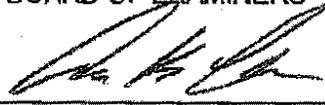
Nevada Department Of Wildlife

 Deputy Director, NDOW 1/10/06
Doug Hunt 1/10/06 Date

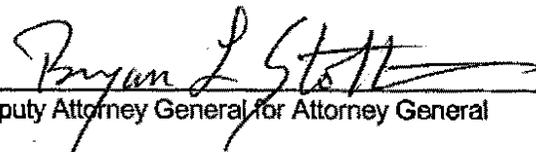
 CFO, NDOW 1-11-06
Signature Title Date

Signature Title Date

APPROVED BY BOARD OF EXAMINERS

 On 2-14-06
Signature - Board of Examiners Date

Approved as to form by:

 On 17 Jan 2006
Deputy Attorney General for Attorney General Date

Updated: September 01, 2005

Attachment A

STATEMENT OF WORK
between
Washington Animal Disease Diagnostic Laboratory
and
Nevada Department of Wildlife
for
FISH HEALTH SERVICES

RE: Annual fish health inspection: One production lot sampling per fiscal year from:
Gallagher State Fish Hatchery
Lake Mead Fish Hatchery
Mason Valley Hatchery.

Scope of work, performed by the Washington Disease Diagnostic Laboratory:
Schedule of Assays
FY 2007-2011

Location	Stock	No of Fish	Tentative Dates
Gallagher SFH	One Trout Lot	60	April
Mason Valley SFH	One Trout Lot	60	May
Lake Mead SFH	One Trout Lot	60	October

Funding requested for each sampled lot is as follows:

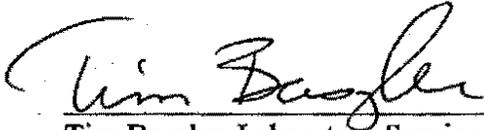
Bacteriology, 60 individual samples @ \$2.70	\$162.00
BKD - FAT, (12) 5 fish pools @ \$3.60	\$ 43.20
Virology, (12) 5 fish pools @ \$34	\$408.00
Whirling Disease, (12) 5 head samples@ \$14.40	\$172.80
Bacteria confirmation (if required)	\$162.00
Whirling Disease confirmation (if required)	\$180.00
BKD confirmation (if required)	\$ 90.00
Diagnostic analysis (in case of incident/outbreak)	
Virology (5 fish samples)	\$105.00
External parasites (10 fish @ \$3.60)	\$ 36.00
Aerobic culture (5 fish @ \$10.50)	\$ 52.50
Necropsy (up to 5 fish)	\$ 37.50
Histopathology (up to 5 fish)	\$ 37.50
Annual fees per hatchery	\$ 1,486.50

Attachment A

FY 2007	\$ 4,459.50
FY 2008 (3 lots +5%)	\$ 4,682.48
FY 2009 (3 lots +5%)	\$ 4,916.60
FY 2010 (3 lots +5%)	\$ 5,162.43
FY 2011 (3 lots +5%)	\$ 5,420.55
FY2007-2011 total cost	\$24,641.56

Signatures:

For the Washington Animal Disease Diagnostic Lab:

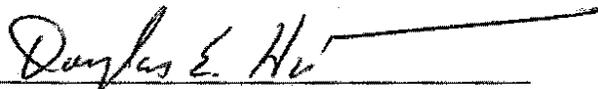


Tim Baszler, Laboratory Services, Director

12-21-05

Date

For the Nevada Department of Wildlife:



Doug Hunt, NDOW, Deputy Director

1/10/06

Date

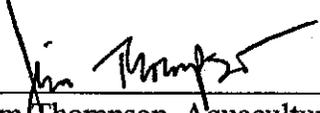
Attachment B

CONTRACTORS RESPONSE
for the
Interlocal Contract
between the
Nevada Department of Wildlife
and the
Washington Animal Disease Diagnostic Laboratory

The Washington Disease Diagnostic Laboratory has evaluated and agrees with the scope of work as described in Attachment A of above Interlocal Contract Between Public Agencies.

Signatures:

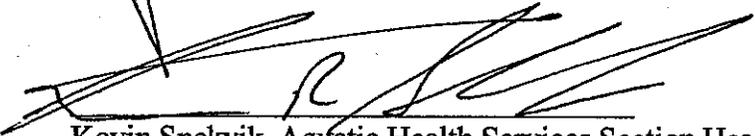
For the Washington Animal Disease Diagnostic Lab:



Jim Thompson, Aquaculture Laboratory Manager

12/14/05

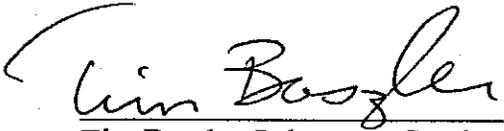
Date



Kevin Snekvik, Aquatic Health Services Section Head

12/14/05

Date



Tim Baszler, Laboratory Services, Director

12-20-05

Date