

## **INTERLOCAL AGREEMENT**

### 1) PARTIES

This Interlocal Cooperative Agreement ("Agreement") is entered into between the City of Sparks (the "CITY"), a municipal corporation, and the Board of Regents, Nevada System of Higher Education, on behalf of the University of Nevada, Reno, Department of Civil and Environmental Engineering ("UNR"), a subdivision of the State of Nevada, collectively the "Parties" or, as the context requires, "Party". In consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

### 2) RECITALS

2.1 The purpose of this Agreement is to support the operation and maintenance of the Nevada Water Innovation Campus ("NWIC"), a collaboration among certain state, county, municipal and other organizations, and UNR;

2.2 The Parties are public agencies as defined in NRS 277.100(1)(a).

2.3 NRS 277.180 provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any public agency, entering into the contract, is authorized to perform.

2.4 The CITY desires to provide funding in the amounts of \$25,000 for fiscal year 2017/2018, \$25,000 for fiscal year 2018/2019, and \$25,000 for fiscal year 2019/2020, for a total not to exceed \$75,000, to support the operation and maintenance of the NWIC.

2.5 The objectives of the NWIC are to:

2.5.1 Develop innovative systems and practices for regional needs in water resource management, including but not limited to pollution prevention, water treatment, stormwater management, water reclamation and reuse, and water quality protection;

2.5.2 Collaborate with utility and industry entities;

2.5.3 Demonstrate national leadership in water resource innovation; and,

2.5.4 Educate the future workforce and community on regional water resource issues, and sustainable water management.

2.6 The CITY shall be known as a “Participating Entity” for its support of the NWIC as provided in this Agreement, and shall be entitled to designate two (2) representatives to an advisory group to be created as described in Subsection 3.1.3(a) below (the “NWIC Advisory Group”).

### 3) RIGHTS & DUTIES

#### 3.1 UNR

3.1.1 UNR shall provide office space on its Reno campus for the operation and maintenance of the NWIC, and reasonable basic administrative and clerical support.

3.1.2 UNR shall use all reasonable efforts to ensure that the activities and meetings of the NWIC Advisory Group comply with the Nevada Open Meeting Law, Chapter 241, Nevada Revised Statutes, by providing sufficient legal support for that purpose.

3.1.3 UNR hereby designates Krishna R. Pagilla, PhD, as Director of the NWIC (the “Director”), with full discretionary authority to operate and maintain the NWIC in furtherance of the objectives stated in Section 2.5 above, and to:

(a) Create, convene, and administer the NWIC Advisory Group to support the objectives of the NWIC by making advisory recommendations to the Director on NWIC

activities, operations, policies and procedures, including the organizational structure of the NWIC Advisory Group, and future participation by other entities or organizations.

(b) Conduct, with the CITY and other Participating Entities, a program of research, technical assistance, and education;

(c) Encourage UNR faculty to collaborate in research, technical assistance, and education programs conducted by Participating Entities;

(d) Encourage UNR students to participate in NWIC activities; and,

(e) Coordinate activities, as appropriate, with and between Participating Entities, by developing administrative policies for such coordination.

3.1.4 UNR shall, through its designated representative or contract administrator, submit annual invoices to the CITY, through the CITY's designated representative, for payment of the amounts due by the CITY, pursuant to the terms of this Agreement, to support the operation and maintenance of the NWIC.

3.1.5 UNR shall, through its designated representative or contract administrator, provide to the CITY any information requested by the CITY, relating to any invoice submitted for payment.

3.1.6 UNR shall set up a separate account for the NWIC, if not already existing, so that check numbers along with copies of cancelled checks for all expenditures are available, as well as an exact itemization of NWIC expenditures, copies of itemized invoices, and proper documentation for all activities completed.

## 3.2 THE CITY

3.2.1 The CITY shall support the objectives of the NWIC by supplying two representatives to serve on the NWIC Advisory Group.

3.2.2 The CITY shall make advisory recommendations to the Director through its representatives on the NWIC Advisory Group.

3.2.3 Upon the submission of an invoice for payment, pursuant to Subsection 3.1.4 above, the CITY shall promptly review the invoice, request any further information or documentation required, and process the invoice for payment within thirty (30) days following his approval.

3.2.4 The CITY, at its discretion, may conduct an audit of compliance with this Agreement and the funding provided for herein, relating to performance of this Agreement, compliance with the scope of activities funded, and compliance with all applicable State, Federal and local laws, policies and procedures. Any such audit shall be at the CITY's sole expense.

3.2.5 The invoices paid pursuant to this Agreement shall not exceed the sum of \$25,000 per fiscal year for fiscal years 2017/2018, 2018/2019, and 2019/2020, and shall not exceed the total sum of \$75,000.

3.2.6 This Agreement is subject to and expressly conditioned on the CITY's future approval and adoption of budgets for fiscal years 2018/2019 and 2019/2020, which contain sufficient amounts in specific line items to support the NWIC and fund this Agreement for those future fiscal years. If the annual amounts for those future fiscal year are not approved and available, the CITY shall provide written notice thereof to UNR by May 31 of that future fiscal year.

### 3.3 JOINT RIGHTS AND DUTIES

3.3.1 Either Party may terminate this Agreement with thirty (30) day advance written notice to the other, and UNR shall reimburse to the CITY all unexpended funding remaining as of the date UNR receives or delivers notice of termination pursuant to Section 5.8

below.

3.3.2 Both Parties agree to coordinate and use their best efforts to support the purposes of this Agreement, and to collaborate in a timely manner in order to maximize the efficient use of funding and other resources.

4) INDEMNIFICATION

4.1 Each Party agrees to be responsible for any liability or loss that may be incurred as a result of any claim, demand, cost, or judgment made against that Party arising from any negligent act or negligent failure to act by any of that Party's employees, agents in connection with the performance of obligations assumed pursuant to this Agreement.

4.2 To the extent limited in accordance with NRS 41.0305 to NRS 41.039, each Party agrees to hold harmless, indemnify and defend the other from all losses, liabilities or expenses of any nature to the person or property of another to which the indemnified Party may be subjected as a result of any claim, demand, action or cause of action arising out of the negligent acts, errors or omissions on the part of employees or agents of the indemnifying Party in relation to this Agreement. Each Party may assert the defense of sovereign immunity as appropriate in all cases. Each Party's indemnity obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035.

5) MISCELLANEOUS PROVISIONS

5.1 This Agreement is binding upon and inures to the benefit of the Parties and their respective heirs, estates, personal representatives, successors and assigns.

5.2 This Agreement is made in, and shall be governed, enforced and construed under the laws of the State of Nevada.

5.3 This Agreement constitutes the entire understanding and agreement of the Parties

with respect to the subject matter hereof, and supersedes and replaces all prior understandings and agreements, whether verbal or in writing, with respect to the subject matter hereof.

5.4 This Agreement may not be modified or amended in any respect, except pursuant to an instrument in writing duly executed by the Parties.

5.5 In the event the CITY fails to appropriate or budget funds for the purposes as specified in this Agreement, UNR hereby consents to the termination of this Agreement. In such event, the CITY shall notify UNR in writing and the Agreement will terminate on the date specified in the notice. The Parties understand that this funding out provision is required under NRS 244.320 and NRS 354.626.

5.6 In the event either Party brings any legal action or other proceeding with respect to the breach, interpretation, or enforcement of this Agreement, or with respect to any dispute relating to any transaction covered by this Agreement, the losing Party or Parties in such action or proceeding shall reimburse the prevailing Party or Parties therein for all reasonable costs of litigation, including reasonable attorneys' fees.

5.7 No delay or omission by either Party in exercising any right or power under this Agreement shall impair any such right or power or be construed to be a waiver thereof, unless this Agreement specifies a time limit for the exercise of such right or power or unless such waiver is set forth in a written instrument duly executed by the person granting such waiver. A waiver of any person of any of the covenants, conditions, or agreements hereof to be performed by any other Party shall not be construed as a waiver of any succeeding breach of the same or any other covenants, agreement, restrictions or conditions hereof.

5.8 All notices, demands or other communications required or permitted to be given in connection with this Agreement, shall be in writing, and shall be deemed delivered when

personally delivered to a Party; when sent to a Party by electronic mail with same day U.S. regular mail; or, if only mailed, three (3) business days after deposit in the U.S. mail, postage prepaid, certified or registered mail, addressed to the Parties as follows:

To CITY:                    John Martini, P.E.  
                                  Community Services Director  
                                  City of Sparks  
                                  P.O. Box 857  
                                  Sparks, Nevada 89432  
                                  Facsimile: 775-353-2489  
                                  Email: jmartini@cityofsparks.us

To UNR:                     Carlos Cardillo, PhD, Director.  
                                  Nevada Center for Applied Research  
                                  University of Nevada, Reno  
                                  Applied Research Facility, Room 324  
                                  1664 No. Virginia Street  
                                  Reno, Nevada 89557  
                                  Email: ccardillo@UNR.edu

5.9 This Agreement is effective January 1, 2018, regardless of the date each Party signs this Agreement (Effective Date”).

CITY OF SPARKS, A MUNICIPAL CORPORATION AND A POLITICAL SUBDIVISION OF THE STATE OF NEVADA

BOARD OF REGENTS, NEVADA SYSTEM OF HIGHER EDUCATION, on behalf of the UNIVERSITY OF NEVADA, RENO

Dated this \_\_\_\_ day of \_\_\_\_\_ 2018

Dated this \_\_\_\_ day of \_\_\_\_\_ 2018

By \_\_\_\_\_  
Geno R. Martini, Mayor

By \_\_\_\_\_  
Carlos Cardillo, PhD, Director  
Nevada Center for  
Applied Research

ATTEST:

By \_\_\_\_\_  
Teresa Gardner, City Clerk

APPROVED AS TO FORM:

By \_\_\_\_\_  
Chester H. Adams, Sparks City Attorney