

Date: 2/1/12
JEL

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: **13040**

Agency Name: **STATE ENERGY OFFICE**

Agency Code: **011**

Appropriation Unit: **4868-25**

Is budget authority available?: **Yes**

If "No" please explain: **Not Applicable**

Legal Entity Name: **City of Sparks, Building & Safety Division**

Contractor Name: **City of Sparks, Building & Safety Division**

Address: **431 Prater Way**

City/State/Zip: **Sparks, NV 89431**

Contact/Phone: **Mark Meranda 775 353-2313**

Vendor No.: **T40266200**

NV Business ID: **Not applicable**

To what State Fiscal Year(s) will the contract be charged? **2012**

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 %

2. Contract start date:

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

Retroactive? **No**

If "Yes", please explain

Not Applicable

RECEIVED

JAN 31 2012

**DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION**

3. Termination Date: **03/30/2012**

Contract term: **62 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **2009 IECC Compliance**

5. Purpose of contract:

This is a new interlocal agreement to assist the local government agency with the compliance of the newly adopted 2009 International Energy Conservation Code (IECC). This includes purchase of necessary equipment.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$4,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Pursuant to NRS 701.220, the NSOE has adopted the 2009 IECC statewide and the new law will go into effect on July 1, 2012. The NSOE is working with local government agencies to adopt and comply with this new code.

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

Local Government agencies have the authority to enforcement the new code.

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: **Not Applicable**

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

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?

Yes If "Yes", please explain

The contractor is a city government.

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:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	sbrook3	01/27/2012 11:37:22 AM
Division Approval	sbrook3	01/27/2012 11:37:24 AM
Department Approval	sbrook3	01/27/2012 11:37:27 AM
Contract Manager Approval	sbrook3	01/27/2012 11:37:29 AM
Budget Analyst Approval	Pending	

INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

Nevada State Office of Energy (“NSOE”)
755 North Roop Street, Suite 202, Carson City, NV 89701
Phone: 775-687-1850 and Fax: 775-687-1869

And

City of Sparks, Building & Safety Division
431 Prater Way
Sparks, Nevada 89431

Phone: 775-353-2313 and Fax: 775-353-7800

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 are 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 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 upon **approval by the Clerk of the Board of Examiners to March 30, 2012**, 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 15 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 State and/or federal 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.** **The City of Sparks, Building and Safety Division agrees to provide the services set forth in paragraph (6) at a cost of approximately \$3284.95 but not to exceed \$4,000.**

Any intervening end to an annual or 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 generally accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the other party, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable 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 other party, 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 by each party for a minimum of 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.

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. 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 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 non-enforceability 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 or this Contract, 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, 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. 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 State of Nevada 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.

Stacey Crowley

Public Agency #1

Stacey Crowley
Public Agency #1 Signature

Director, NSOE
Title

Mark Meranda
Public Agency #2 (Building Code Official Name)

Mark Meranda
Public Agency #2 Signature

1-26-12 Building Official
Date Title / City of Sparks, Building & Safety

Jeff Mohlenkamp for Jeff Mohlenkamp

APPROVED BY BOARD OF EXAMINERS

Signature – Nevada State Board of Examiners

On 2/1/12

Approved as to form by:

[Signature]
Deputy Attorney General for Attorney General, State of Nevada

On 1-29-12 (Date)
(Date)

ATTACHMENT A

SCOPE OF WORK

I. Equipment Purchase to comply with the 2009 International Energy Conservation Code and in preparation for the 2012 code which the NSOE will be adopting in the next cycle.

The NSOE has adopted the 2009 International Energy Conservation Code (IECC) and is working with local government agencies to provide necessary equipment and/or materials to comply with the new law, and to support agencies adopting a more stringent code (2012 Version).

Under this agreement, the following items will be purchased:

- 2012 International Energy Conservation Code books for 7 staff members, \$196.00.
- 3 hand-held devices = \$2,070.00; The use of iPads would improve Building Inspector's efficiency by providing access to information and inspection check lists that would be used to improve processes for energy efficiency directly associated with the 2009 IECC. Accessing information on the internet would improve communication and the education of our customers when we implement this new code to the public. Time spent transferring inspection checklists and inspection actions from field reports into our computer system would be eliminated. We could connect to our permitting software system in the field to look at inspection history information associated to IECC and enter inspections in "real time".
- 1 Energy Meter will be purchased for residential buildings. The energy meter will allow inspectors to determine the U-Factor on windows for residential buildings to ensure they comply with the new code, approximately \$1,018.95.

III. TERMS

- A. The City of Sparks, Building & Safety Division, will provide the NSOE with copies of receipt of equipment and submit with invoice for reimbursement.
- B. The City of Sparks, Building & Safety Division, will provide the NSOE with copies of articles published in their area and submit with invoice for reimbursement.
- C. The City of Sparks, Building & Safety Division, will notify the NSOE if there is any additional need or concern fulfilling the scope of work under this agreement within the allowed timeframe.
- D. The City of Sparks, Building & Safety Division, agrees to submit all invoices under this agreement to the NSOE no later than March 30, 2012.
- E. BUDGET (Please see the attached Budget Details.)

International Energy Conservation Code
Compliance and Educational Support

A: Offeror: Nevada State Office of Energy, 755 N. Roop Street, Ste. 202, Carson City, Nevada 89701

B: Jurisdiction/Business Name: City of Sparks, Building & Safety Division

C: Official Business Address: 431 Prater Way, Sparks, NV 89431

Budget Details

Purchases	Quantity	Cost/per	Total Cost	Grant totals
1. Purchase Code Books:				
Vendor: International Code Council				
2009 IECC Code Books*	0	\$ 26.50	\$ -	
2012 IECC Code Books*	7	\$ 28.00	\$ 196.00	
Other (i.e., Manual S, Manual D, etc.)			\$ -	
				\$ 196.00
2. Purchase ICC Certifications*:				
Vendor: International Code Council				
(provide staff names)	0	\$ 180.00	\$ -	
				\$ -
3. Purchase Training DVDS for industry*:				
Vendor: John Glenn Hall Company Video				
(www.jghco.com)		\$ 72.00	\$ -	
				\$ -
4. Purchase Software or additional licenses:				
Vendor:				
				\$ -
5. Hand-held devices*				
Vendor: Apple Store - Reno				
I-Pads for field inspection - see proposal	3	\$690.00	\$ 2,070.00	
				\$ 2,070.00
6. Purchase Energy Meters*				
Vendor:				
Digital Glass & Air Space Thickness Meter, GlassCheck Pro	1	\$ 1,018.95	\$ 1,018.95	
				\$ 1,018.95
7. Trainings				
(provide title, locations, travel expense?)				
				\$ -
8. Public Outreach				
Newspaper article: (# of weeks, costs per ad, etc.)				
Radio: (ie. Station, # of spots at \$)				
				\$ -
9. Other				
				\$ -
Total Estimated Costs:				\$ 3,284.95