

**Inspection Services Agreement
Between Reno-Tahoe Airport Authority
And
The City of Reno**

This agreement for building inspection services (the “*Agreement*”), is entered into as of this ____ day of _____, 2023 (the “*Effective Date*”), by and between the Reno-Tahoe Airport Authority (the “*RTAA*”) and the City of Reno (the “*City*”) (together the “*Parties*” and each a “*Party*”).

RECITALS

WHEREAS, the City, on behalf of its Fire Department, is authorized under NRS 277.180 to Agreement with any one or more other public agencies to perform any government service, activity or undertaking which any of the public agencies entering into the Agreement is authorized by law to perform;

WHEREAS, the RTAA is a quasi-municipal corporation under Subsection 13 of Section 10 of the Reno-Tahoe Airport Authority Act, as amended, may “[provide its own fire protection and rescue service]”;

WHEREAS, Subsection 11 of Section 10 of the Reno-Tahoe Airport Authority Act provides that RTAA may “[u]se in the performance of its functions the officers, agents, employees, services, facilities, records and equipment of Washoe County or the cities of Reno and Sparks, with the consent of the respective county or municipality, and subject to such terms and conditions as may be agreed upon.”;

WHEREAS, the RTAA seeks inspection services of certain buildings and structures located on RTAA property; and

WHEREAS, the Reno Fire Department possesses resources in the field of fire prevention and inspection services and has agreed to make such services available to RTAA;

WHEREAS, it is deemed that the provision of services of the City of Reno Fire Department hereinafter set forth is both currently required by RTAA and in the best interests of both parties.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Services And Responsibilities

1.1 Effective Date. The effective date of this Agreement shall be the date it is executed by the Parties and approved by official action of the City subject to the requirements in NRS Chapter 277, inclusive.

1.2 Engagement of the City. The RTAA hereby agrees to engage the City who in turn agrees to provide the personnel (the “*City Personnel*”) to perform the technical and professional services necessary to fulfill this Agreement.

1.3 Services to be Provided. The City Personnel shall do, perform, and carry out in a satisfactory manner building inspections and any related work outlined and agreed upon by the Parties in **Exhibit A** (the “*Inspection Services*”). Each Inspection shall be documented in a report (the “*Inspection Report*”) to be provided to RTAA when the City submits its invoice.

1.4 Term of Agreement. This Agreement shall be for one (1) year from the Effective Date. This Agreement is automatically renewable annually for an additional one (1) year term until it is terminated pursuant to Section 3.

1.5 Responsibility of the City. In its sole and absolute discretion, based on its available staffing levels, the City shall be responsible for the coordination of all of the Inspection Services provided by the City Personnel under this Agreement. Without limiting City’s liability, City shall, without additional compensation, correct or revise any errors or omissions in in any documents prepared in association with this Agreement or in any Inspection Reports.

1.6 Responsibility of the RTAA. The RTAA shall cooperate with the City by making a diligent effort to provide accommodations reasonably necessary for the City Personnel to provide the Inspection Services. RTAA shall ensure that noted code violations are corrected in a timely manner in the event that RFD does not have direct enforcement authority (e.g. tenants occupying property under private lease agreements with RTAA).

1.7 Maintenance of Records. Each Inspection Report shall be maintained by the City for a period of three (3) years from the date the Inspection Report is submitted to RTAA. The City agrees to provide copies of all Inspection Reports to the RTAA and shall keep and maintain full, true and complete records, books, and documents as necessary to comply with the retention requirements of the Federal Aviation Administration (“*FAA*”) and the 2018 International Fire Code, as amended and adopted by the City of Reno.

2. **Payment Terms**

2.1 Compensation. The total compensation to be paid to the City for Inspection Services under this Agreement shall be a fixed hourly fee as provided for in **Exhibit B**, with a minimum of one hour for all inspections, research, data entry, and re-inspection follow-up performed by City Personnel.

2.2 Invoicing. The City shall provide RTAA the Inspection Report and invoice upon completion of the Inspection Services each time the Inspection Services are provided. Upon receipt of an invoice, the RTAA shall pay to City the amount of the invoice based upon the agreed upon compensation in **Exhibit B**.

2.3 RTAA’s Responsibilities for Compensation. The RTAA agrees to pay the City's invoices thirty (30) days from the date of receipt of the invoice from the City. It is expressly understood that the

RTAA has the right to withhold payment on any invoice if the City has not performed the Inspection Services in a satisfactory manner. If the RTAA does decide to withhold payments to the City for any reason, the RTAA must provide a written notice with an explanation to the City within ten (10) days of the date of the invoice.

3. Termination

This Agreement may be terminated by either Party for any reason or for no reason with thirty (30) days written notice to the other Party delivered to the address set forth in Section 6.16 below.

4. Indemnification

To the extent limited in accordance with NRS 41.0305 to NRS 41.039, RTAA shall indemnify, defend, and hold harmless the City from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by RTAA or any of its officers or employees, which may occur during, or which may arise out of the performance of this Agreement. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, the City shall indemnify, defend, and hold harmless RTAA from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by City or any of its officers or employees, which may occur during or which may arise out of the performance of this Agreement. The City will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. The City's indemnity obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035 or other applicable provisions or limitations.

5. Federal Aviation Administration (FAA) Required Assurances

5.1 The following provisions are mandatory FAA provisions pursuant to "Required Agreement Provisions for Airport Improvement Program and for Obligated Sponsors" issued by the FAA January 29, 2016. As such, neither the language nor their inclusion may be changed.

5.1.1 OSHA Required Contract Provision. All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

5.1.2 Civil Rights. The City agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

5.1.3 Compliance with Nondiscrimination Requirements. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

5.1.3.1 Compliance with Regulations. The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

5.1.3.2 Nondiscrimination. The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

5.1.3.3 Solicitations for Subcontracts, including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

5.1.3.4 Information and Reports. The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5.1.3.5 Sanctions for Noncompliance. In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to: (a) Withholding payments to the Contractor under the contract until the Contractor complies; and/or (b) Cancelling, terminating, or suspending a contract, in whole or in part.

5.1.3.6 Incorporation of Provisions. The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

6. Miscellaneous

6.1 Approval of Agreement. The City agrees to seek approval of this Agreement by the City Council or other governing body as needed in a timely manner not to exceed 45 days.

6.2 Governing Law. It is understood and agreed by and between the RTAA and City that this Agreement shall be deemed and construed to be entered into and to be performed in the County of Washoe, State of Nevada, and it is further understood and agreed by and between the Parties hereto that the laws of the State of Nevada shall govern the rights, obligations, duties, and liabilities of the Parties to this Agreement and also govern the interpretation of the Agreement. It is further understood and agreed by and between the Parties hereto that any and all actions between the Parties brought as a result of this Agreement will be brought in the Second Judicial District Court in and for the County of Washoe, State of Nevada

6.3 Assignment. The City shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the RTAA thereto provided.

6.4 Compliance with Laws, Rules, and Regulations. City agrees to be bound by the provisions of RTAA's rules and regulations, all applicable laws, rules, and regulations adopted or made applicable to City by any local, state, or federal authority having jurisdiction over the Project or the RTAA.

6.5 Attorneys' Fees. In the event of any arbitration proceeding, or any other litigation arising hereunder between the Parties, the prevailing Party shall be entitled to recover from the losing Party reasonable attorneys/fees and costs incurred therein.

6.6 Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration. The number of arbitrators shall be one. The place of arbitration shall be Reno, Nevada. Nevada law shall apply. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

6.7 Relationship of the Parties. Nothing in this Agreement shall be deemed or construed by the Parties or any third Party as creating the relationship of principal and agent, partnership, or joint venture between the Parties, it being understood and agreed that no provision contained herein, and no act of the Parties, shall be deemed to create any relationship between the Parties other than the relationship set forth herein.

6.8 Successor in Interest. Subject to the provision regarding assignment, this Agreement shall be binding upon, and inure to the benefit and detriment of the successors in interest and permitted assigns of the Parties hereto.

6.9 Severability. To the extent that any provision hereof shall be finally determined by a court of competent jurisdiction to be void, illegal or otherwise unenforceable, the same shall have no effect upon the enforceability of the remaining provisions of this Agreement.

6.10 Waiver. No waiver of a breach of any covenant, term, or condition of this Agreement shall be deemed to be a waiver of any other or subsequent breach of the same or any other covenant, term, or condition, or waiver of the covenant, term, or condition itself.

6.11 Force Majeure. In no event shall the RTAA or City be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God.

6.12 Headings. The headings of the paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

6.13 Confidentiality. Under Nevada state law, this Agreement and associated documents become a public record upon signing, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law.

6.14 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

6.15 Integration of Agreement. This Agreement and all exhibits incorporated herein constitute the entire Agreement between the Parties with respect to the subject matter hereof and shall supersede all other previous proposals, both oral and written, negotiations, representations, commitments, writings, agreements, and all other communications between the Parties. Any further modification to this Agreement must be in writing and signed by both Parties. In the event that any dispute arises, or discrepancy exists between this Agreement and any of the exhibits incorporated herein, the terms and conditions contained in the body of this Agreement supersede those contained in the exhibits.

6.16 Notices. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be delivered (a) by first class registered mail, or air mail, as appropriate, posted and fully prepaid to the appropriate address set forth below, or (b) via facsimile or email. Notices will be considered to have been given four (4) business days after deposit in the mail as set forth above, or upon receipt of facsimile confirmation or posted email. Either Party may change its address for notice by notice to the other Party given in accordance with this section.

Notices to the City shall be addressed to:

City of Reno
ATTN: Fire Chief
PO Box 1900
Reno, NV 89505
Email address

Notices to the RTAA shall be addressed:

Reno-Tahoe Airport Authority
Daren Griffin
Reno, NV 89502
dgriffin@renoairport.com

[signature page to follow]

IN WITNESS THEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

RENO-TAHOE AIRPORT AUTHORITY

CITY OF RENO

By: 
Daren A. Griffin, A.A.E.
President/CEO

By: _____
Hillary Schieve
Mayor

EXHIBIT A

INSPECTION SERVICES

Inspect properties/businesses within the RTAA for compliance with the adopted 2018 IFC codes, including related NFPA standards and regulations to identify, report and eliminate fire hazards materials threats related to fire and life safety for industrial, commercial, institutional, residential, public assembly areas and other properties.

Investigates complaints regarding fire and life safety hazards and conducts inspections of existing buildings or structures to determine if hazardous or illegal conditions exist; document code violations; recommends modifications to rectify violations and ensures code conformance.

Issues citations to compel compliance with relevant codes and regulations to safeguard life and property from fire.

Prepares reports and maintain records regarding inspections, fire losses, fire causes and other relevant information using an electronic database and office software. This will include initial creation of occupancies and occupancy information into the cities database and providing immediate occupancy information access for first responders.

Performs related duties and responsibilities as required.

EXHIBIT B

David Cochran
Fire Chief



Tray Palmer
Fire Marshal

RTAA FIRE DEPARTMENT PROPOSED BILLING FY 22/23

This reflects the hourly billing rates associated with Reno Fire Department providing inspection services to RTAAFD based on position. The hourly rates are comprised of each respective position's actual hourly costs defined in the current labor agreements plus an allocation of overhead and fringe benefit costs. The contract provides the maximum billing rates (hourly, overhead, and fringe benefit) for each personnel category anticipated to be assigned to the inspections.

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| Inspector II | \$ | \$110.28 |
| Prevention Captain | \$ | \$118.56 |
| Fire Marshal | \$ | \$156.07 |
