

INSTRUCTIONAL FACILITY AGREEMENT

Truckee Meadows Community College
And
(Name of Contractor)

THIS AGREEMENT entered into this ____ day of _____, 20_ by and between the Board of Regents of the Nevada System of Higher Education, on behalf of Truckee Meadows Community College, hereinafter referred to as "College", and (Name of Contractor) hereinafter referred to as "Contractor."

WHEREAS, the parties hereto desire to enter an agreement whereby the Contractor provides the facilities and qualified instructors approved by the College for the following program, course/courses or workshop of the College:

IT IS HEREBY AGREED AS FOLLOWS:

I.

The College and the Contractor will, through the appropriate department, jointly plan for the establishment of the College's aforementioned program(s) and/or course(s) with the Contractor. The establishment of accepted standards of education, setting the College semesters of instruction, preparation of all instruction schedules and regulations, and the enrollment of students shall be the responsibility of the College and shall be communicated to the Contractor in accordance with the above.

II.

The above referenced program(s) and/or course(s) will be scheduled from (enter the start dates in the Fall) through (enter the end date in the Spring), providing that (1) the number of students enrolled in each class offered each semester meets College's requirements, and (2) College has sufficient part-time instructional funds available to finance the courses.

III.

The maximum number of students assigned shall be jointly determined after consideration of the facilities, equipment, and of methods of instructions to be used.

IV.

All reasonable efforts will be made to insure that the College complies with all applicable rules and regulations of the Contractor and observes professional ethics of the Contractor and its clients.

V.

Insurance Requirements: Contractor shall, at Contractor's sole expense, procure, maintain, and keep in force for the duration of the Contract the following insurance conforming to the minimum requirements specified below. Unless specifically noted herein or otherwise agreed to by the College, the required insurance shall be in effect on or prior to the commencement of work by Contractor and shall continue in force as appropriate until the latter of:

- a. Final acceptance by the College of the completion of this contract; or
- b. Such time as the insurance is no longer required by the College under the terms of this contract.

Any insurance or self-insurance available to the College shall be excess of and non-contributing with any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the College, Contractor shall provide the College with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the contract, an insurer or surety shall fail to comply with the requirements of this contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the College and immediately replace such insurance or bond with insurance or a bond meeting the contract's requirements.

Workers' Compensation and Employer's Liability Insurance

Contractor shall provide proof of workers' compensation insurance as required by NRS 16B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapters 616A-D and all other related chapters, is not required.

Commercial General Liability Insurance

- a) Minimum limits required:
 - \$1,000,000 General Aggregate
 - \$1,000,000 Products & Completed Operations Aggregate
 - \$1,000,000 Personal and Advertising Injury
 - \$1,000,000 Each Occurrence
- b) Coverage shall be on an occurrence basis and shall be at least as broad as ISO 2001 form CG 00 01 10 01 and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, and liability assumed under contract.
- c) A separate General Aggregate limit shall apply to this project.

Business Automobile Liability Insurance

- a. Minimum limit required: \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- b. Coverage shall include owned, non-owned, and hired vehicles.
- c. Coverage shall be written on ISO form CG 00 01 10 01 or a substitute providing equal or broader liability coverage.

Umbrella or Excess Liability Insurance

- a. May be used to achieve the above minimum liability limits.
- b. Shall be endorsed to state it is "As Broad as Primary Policies."

General Requirements

- a. Additional Insured: By endorsement to the commercial general liability policy and umbrella liability (if provided as evidence of insurance for this contract) the Board of Regents of the Nevada System of Higher Education (NSHE), on behalf of the College shall be named as an additional insured for all liability arising from the contract.
- b. Waiver of Subrogation: Each liability and workers compensation insurance policy shall provide for waiver of subrogation against the College.
- c. Cross-Liability: All required liability policies shall provide cross-liability coverage.
- d. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the College. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000.00 per occurrence, unless otherwise approved by the NSHE Risk Manager.
- e. Approved Insurer: Each insurance policy shall be:
 - i) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and
 - ii) Currently rated by A.M. Best as "A- IX" or better.

Evidence of Insurance

Prior to the start of any work, Contractor must provide the following documents to the College:

- a. Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the College to evidence the insurance policies and coverages required of Contractor.
- b. Additional Insured Endorsement: An original Additional Insured Endorsement (ISO form CG20 26 01 04), signed by an authorized insurance company representative, must be submitted to the College, by attachment to the Certificate of Insurance, to evidence the endorsement of the Board of Regents of the Nevada System of Higher Education (NSHE), on behalf of the College as additional insured. An additional insured endorsement providing equally broad coverage as CG 20 26 07 04 shall be provided for any umbrella policy provided as evidence of coverage under this contract.
- c. Policy Cancellation Endorsement: Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to specify that without sixty (60) days prior written notice to the College, the policy shall not be canceled, non-renewed, or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address specified herein. A copy of this signed endorsement must be attached to the Certificate of Insurance.

VI.

Access: Contractor agrees to provide the College and its insurer access and authority to investigate on site and to obtain such information from Contractor as may be required to defend the College and its officers or employees from claims or litigation arising from activities under this agreement.

VII.

There shall be no payment nor considerations, other than those provided in the agreement between the College and the Contractor in connection with this education program.

VIII.

The College does not discriminate on the basis of race, religion, national origin, sex, marital status, status with regard to public assistance or disability in the admissions, employment, or operation of its educational programs.

IX.

It is agreed that the College and the Contractor will derive the greatest benefit from this agreement by promoting the interests of each other, by evaluation, consultation and cooperation, and by interpreting the provisions of this agreement in the manner which shall best promote the interest of the student's educational program.

X.

The College and the Contractor agree to the following charges as indicated below;

The Contractor agrees to furnish the space, equipment (if needed), and qualified instructor(s) approved by the College for the specified time.

XI.

This agreement may be amended to include additional programs with notification and mutual consent of the participating parties. Such amendments must be in writing.

XII.

The Contractor shall neither assign, transfer nor delegate any rights, obligations, or duties under this agreement without the prior written consent of the College.

XIII.

The parties agree that the Contractor is an independent contractor and that this agreement is entered into in accordance with NRS 284.173, which statute in pertinent part provides that the Contractor is not a state employee. Employees of the Contractor shall not be considered employees of the State of Nevada nor of the College and shall not be entitled to the employment benefits accorded to State employees in general and the College employees in particular.

XIV.

Any notice to either party hereunder must be in writing signed by the party giving it and shall be deemed given when mailed postage prepaid by U.S. Postal Service first class, certified or express mail, or other overnight mail service, or hand delivered, when addressed as follows:

TO: Truckee Meadows Community College
Finance and Administrative Services

7000 Dandini Blvd., Sierra 202L
Reno, NV 89512

COPY: Truckee Meadows Community College
[Name of Department & Address]

TO: Contractor
[Address]

or to such other addressee as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first set forth above.

Board of Regents of the Nevada System
of Higher Education, on behalf of
Truckee Meadows Community College

Contractor

Recommended By:

Recommended By:

(Signature)
(Name)
(Title)

Date

(Signature)
(Name)
(Title)

Date

Approved By:

Approved By:

(Signature)
Dr. Maria Sheehan
President

Date

(Signature)
(Name)
(Title)

Date