

Item #9-5

**City of Carson City
Agenda Report**

Date Submitted: April 24, 2009

Agenda Date Requested: May 7, 2009

Time Requested: Consent

To: Mayor & Board of Supervisors

From: Carson City Health & Human Services

Subject Title: Action to adopt Resolution No. _____, a Resolution of the Carson City Board of Supervisors Providing for Carson City to Enter into an Interlocal Agreement with Nevada Department of Health and Human Services for the Provision of Services Toward the Control and Elimination of Tuberculosis; Including Identifying, Diagnosis, Investigation, and Treatment.

Staff Summary: With the approval of this resolution and contract Carson City Health & Human Services (CCHHS) will receive funding from the Nevada Department of Health & Human Services.

Type of Action Requested: (check one)

☒ Resolution

☐ Ordinance

☐ Formal Action/Motion

☐ Other (Specify)

Does this Action Require a Business Impact Statement: ☐ Yes ☒ No

Recommended Board Action: I move to approve Resolution No. _____, a Resolution of the Carson City Board of Supervisors Providing for Carson City to Enter into an Interlocal Agreement with Nevada Department of Health and Human Services for the Provision of Services Toward the Control and Elimination of Tuberculosis; Including Identifying, Diagnosis, Investigation, and Treatment.

Explanation of Recommended Board Action:

With the approval of this resolution and contract Carson City Health & Human Services (CCHHS) will receive funding from the Nevada Department of Health & Human Services. This funding will assist CCHHS in their activities and services toward the control and elimination of tuberculosis; including identifying, diagnosis, investigation, and treatment.

Applicable Code, Statute, Policy, Rule or Regulation: NRS 277.180

Fiscal Impact: \$3,131

Explanation of Impact: NA

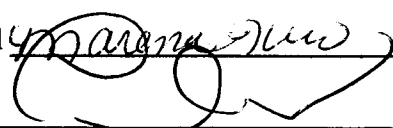
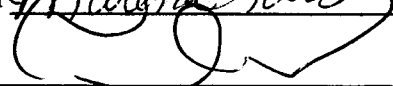
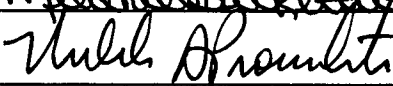
Funding Source: Reimbursed from the Department of Health & Human Services

Alternatives: NA

Supporting Material: Interlocal Contract, Interlocal Contract Resolution

Prepared By: Marena Works

Reviewed By:

Department Head  Date: 4/28/09
City Manager  Date: 4/28/09
District Attorney  Date: 4-28-09
Budget Manager:  Date: 4-28-09

Board Action Taken:

Motion: _____ 1) _____ Aye/Nay
2) _____

(vote recorded by)

RESOLUTION NO. _____

A RESOLUTION OF THE CARSON CITY BOARD OF SUPERVISORS PROVIDING FOR CARSON CITY TO ENTER INTO AN INTERLOCAL AGREEMENT WITH NEVADA DEPARTMENT OF HEALTH AND HUMAN SERVICES FOR THE PROVISION OF SERVICES TOWARD THE CONTROL AND ELIMINATION OF TUBERCULOSIS; INCLUDING IDENTIFYING, DIAGNOSIS, INVESTIGATION, AND TREATMENT.

WHEREAS, pursuant to NRS 277.180, any one or more public agencies may enter into interlocal contracts with any one or more other public agencies for the performance of any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, Carson City is a political subdivision of the State of Nevada and the Nevada Department of Health and Human Services is an agency of the State of Nevada;

WHEREAS, NRS 277.180 provides that every such contract must be ratified by appropriate official action of the governing body of each party to the contract as a condition precedent to its entry into force; and

WHEREAS, NRS 277.180 also provides that every such contract must set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties; and

NOW, THEREFORE, BE IT RESOLVED that the terms and conditions of the Interlocal Contract for the provision of services toward the control and elimination of tuberculosis; including identifying, diagnosis, investigation, and treatment, is hereby adopted and approved; and

BE IT FURTHER RESOLVED that the Interlocal Contract for the provision of services toward the control and elimination of tuberculosis; including identifying, diagnosis, investigation, and treatment, shall be spread at large upon the minutes or attached in full thereto as an exhibit, and that a copy of this Resolution shall be sent to Nevada Department of Health and Human Services.

Upon motion by Supervisor _____, seconded by
Supervisor _____, the foregoing Resolution was passed and
adopted this _____ day of _____, 2009 by the following vote.

VOTE: AYES:

NAYS:

ABSENT:

ABTAIN:

Robert Crowell, Mayor
Carson City, Nevada

ATTEST

Alan Glover, Clerk
Carson City, Nevada

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract between the State of Nevada
Acting by and through Its

**Department of Health and Human Services
Health Division
Bureau of Community Health
TB Prevention Program
4150 Technology Way Suite 200
Carson City, NV 89706
Phone: (775) 684-5982 FAX: (775) 684-5999**

and

**Carson City Health and Human Services
900 E. Long Street
Carson City, NV 89706
Phone: (775) 887-2190 FAX: (775) 887-2138**

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 Carson City Health and Human Services hereinafter set forth are both necessary to the Health Division 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 July 1, 2009 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 Health Division, 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 AA: SCOPE OF WORK
ATTACHMENT BB: HEALTH ASSURANCES

7. **CONSIDERATION.** Contractor agrees to provide the services set forth in paragraph (6) at a cost of \$ 3,131.00 per year with the total contract or installments payable upon receipt and acceptance of Request for Reimbursement, not exceeding \$ 6,262.00 during the contract period. 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 Health Division, 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.

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 Health Division, 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 for 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.

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.

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.**

a. Consistent with paragraph (11) of this Contract, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

b. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim or cause

of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

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 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 Office of the Attorney General.

24. LOBBYING. The parties agree, whether expressly prohibited by federal, state or local law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose, the following:

- a) any federal, state, county or local agency, legislature, commission, counsel, or board;
- b) any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or

c) any officer or employee of any federal, state, county or local agency, legislature, commission, counsel, or board.

25. All service rendered under this contract will be provided in compliance with the Federal Civil Rights Act of 1964, as amended, and the American Disabilities Act, and no person shall be denied service on the grounds of race, creed, color, sex, national origin, or disability.

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

_____	_____	_____
Signature: Robert Crowell	Mayor, Carson City	
	Date	Title

_____	_____	_____
Signature: Pete Livermore	Supervisor, Carson City	
	Date	Title

_____	_____	_____
Signature: Shelly Aldean	Supervisor, Carson City	
	Date	Title

_____	_____	_____
Signature: Robin Williamson	Supervisor, Carson City	
	Date	Title

_____	_____	_____
Signature: Molly Walt	Supervisor, Carson City	
	Date	Title

_____	_____	_____
Signature:	District Attorney	
	Date	Title

Marena Works 4-28-09
Signature: Marena Works

Date Carson City Health & Human Services
Title

Signature: Richard Whitely, MS

Date Administrator, State Health Division
Title

Signature: Michael J. Willden Date

Director, Department of Health and Human Services
Title

Signature - Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On _____
Date

Approved as to form by:

Deputy Attorney General for Attorney General

On _____
Date

NSHD: Updated 6-22-05