

**City of Carson City
Agenda Report**

Date Submitted: October 29, 2013

Agenda Date Requested: November 7, 2013

Time Requested: 10 minutes

To: Carson City Board of Supervisors

From: Health & Human Services (Nicki Aaker)

Subject Title: For Possible Action: To adopt a resolution accepting an inter-local contract with Douglas County in the amount not to exceed \$137,690 for the period of December 1, 2013 to June 30, 2014, \$242,000 for the period of July 1, 2014 to June 30, 2015, and \$256,000 for the period of July 1, 2015 through June 30, 2016 to provide environmental health services in Douglas County, cover the costs of environmental health position(s), and program costs, including supervision and City overhead (*Nicki Aaker*).

Staff Summary: By entering into this Contract, Carson City will be able to provide Environmental Health Services for Douglas County to promote and maintain the health of the citizens of Douglas County.

Type of Action Requested:

(check one)

☒ Resolution

☐ Ordinance

☐ Formal Action/Motion

☐ Other (Specify) Information Only

Does This Action Require A Business Impact Statement: ☐ Yes ☒ No

Recommended Board Action: I move to adopt Resolution No: _____ accepting an inter-local contract in the amount not to exceed \$137,690 for the period of December 1, 2013 to June 30, 2014, \$242,000 for the period of July 1, 2014 to June 30, 2015, and \$256,000 for the period of July 1, 2015 through June 30, 2016 to provide environmental health services in Douglas County, cover the costs of environmental health position(s), and program costs, including supervision and City overhead.

Explanation for Recommended Board Action: CCHHS is in an optimal position to expand environmental health services and collaborate with our adjoining county for the purpose of promoting and protecting public health.

Applicable Statue, Code, Policy, Rule or Regulation: NRS 625.A requires the employment of a Registered Environmental Health Specialist to provide environmental health services in and for a County. 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.

Fiscal Impact: N/A

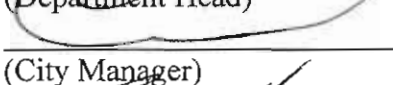
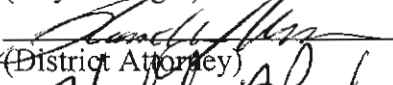
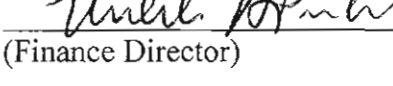
Explanation of Impact: N/A

Funding Source: Douglas County

Alternatives: Not to approve the inter-local agreement which would result in CCHHS not providing environmental health services to Douglas County.

Supporting Material: Inter-local contract between Carson City Health and Human Services and Douglas County

Prepared By: Nicki Aaker, MSN, MPH, RN

Reviewed By:  Date: 10/29/13
(Department Head)
 Date: 10/29/13
(City Manager)
 Date: 10/29/13
(District Attorney)
 Date: 10/29/13
(Finance Director)

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 DOUGLAS COUNTY FOR ENVIRONMENTAL HEALTH SERVICES.

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 Douglas County is a political subdivision 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

WHEREAS, the parties to the Interlocal Contract for the provision of environmental health services, desire to adopt and approve such contract as required by NRS 277.180. A copy of the contract is attached to this Resolution as Exhibit "A"; and

NOW, THEREFORE, BE IT RESOLVED that the terms and conditions of the Interlocal Contract for the environmental health services in Douglas County, is hereby adopted and approved; and

BE IT FURTHER RESOLVED that the Interlocal Contract for environmental health services, 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 Douglas County.

Upon motion by Supervisor _____, seconded by
Supervisor _____, the foregoing Resolution was passed and
adopted this _____ day of _____, 2013 by the following vote.

VOTE: AYES:

NAYS:

ABSENT:

ABTAIN:

Robert Crowell, Mayor
Carson City, Nevada

ATTEST

Alan Glover, Clerk
Carson City, Nevada

INTERLOCAL CONTRACT

A Contract Between the Carson City
Acting By and Through Its Department/Agency

CARSON CITY HEALTH AND HUMAN SERVICES
201 N CARSON STREET SUITE 2
CARSON CITY NV 89701
(775) 887-2100
(775) 887-2286

and

DOUGLAS COUNTY
1594 ESMERALDA AVE
MINDEN NV 89423
(775) 782-9821
(775) 782-6255

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;

WHEREAS, pursuant to NRS 277.045 a contract for more than \$25,000 requires approval by a Carson City and Douglas County pursuant to resolution adopted by their governing boards; and

WHEREAS, it is deemed that the services of each agency hereinafter set forth are both necessary to and in the best interests of Carson City and Douglas County;

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. "City" means Carson City, a consolidated municipality, and any department or agency of the City identified herein, its officers and employees.
3. CONTRACT TERM. This Contract shall be effective upon approval to June 30, 2016, 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 90 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 federal, State or City funding ability to satisfy this Contract is withdrawn, limited, not appropriated, or is otherwise 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 – SCOPE OF WORK. The parties agree that the services to be performed pursuant to this Contract are specifically described in the Scope of Work attached hereto as Attachment A, which is incorporated in full and made part of this Contract.

7. CONSIDERATION. The City agrees to provide the services set forth in paragraph (6) to Douglas County at a cost not to exceed \$137,690 for the period of December 1, 2013 to June 30, 2014, payable by Douglas County in two installments not to exceed \$68,845 on April 1, 2014 and June 30, 2014. The City agrees to provide the services set forth in Paragraph (6) to Douglas County at a cost not to exceed \$242,000 for the period of July 1, 2014 to June 30, 2015, payable by Douglas County in quarterly installments not to exceed \$60,500 beginning October 1, 2014. The City agrees to provide the services set forth in Paragraph (6) to Douglas County at a cost not to exceed \$256,000 for the period of July 1, 2015 through June 30, 2016, payable by Douglas County in quarterly installments not to exceed \$64,000 beginning October 1, 2015. The consideration contemplated in this Paragraph is intended to cover the costs of environmental health position(s), and program costs, including supervision and City overhead.

8. 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 City, 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, reports, and/or summaries related to all tasks completed pursuant to the Scope of Work 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 City, 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 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.

9. 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. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for State-employed attorneys.

10. 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.

11. 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.

12. INDEMNIFICATION.

- a. To the fullest extent of limited liability as set forth in paragraph (10) 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 third party 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.

13. 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.

14. 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.

15. 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 nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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).

21. 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 State of Nevada district courts for enforcement of this Contract.

22. 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 and approved by the respective parties hereto.

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

DOUGLAS COUNTY

Signature

Date

Title

Approved as to form by:

Deputy District Attorney (DOUGLAS COUNTY)

On _____
(Date)

CARSON CITY HEALTH AND HUMAN SERVICES

_____	_____	_____	CCHHS Director
Nicki Aaker	Date		Title

_____	_____	_____	Mayor
Bob Crowell	Date		Title

Approved as to form by:

_____	On _____
Deputy District Attorney (CITY)	(Date)

**INTERLOCAL CONTRACT BETWEEN:
CARSON CITY HEALTH AND HUMAN SERVICES
AND
DOUGLAS COUNTY**

ATTACHMENT A: SCOPE OF WORK

Environmental Health

Description of services, deliverables and reimbursement

Carson City Health and Human Services recognizes the benefit of collaborating partnerships with adjoining county agencies to improve the quality of life, health, and social services in rural communities. As a collaborating partner with Douglas County, hereinafter referred to as the **COUNTY**, Carson City Health and Human Services hereinafter referred to as **CCHHS**, recognizes the need for environmental health services to reduce the burden of disease in the community.

1. **Pursuant to the Interlocal Contract between the parties, CCHHS agrees to provide the following services to Douglas County:**
 - 1.1. **CCHHS shall employ Registered Environmental Health Specialist(s) pursuant to NRS 625A to provide environmental health services in and for the COUNTY in accordance with all requirements under Nevada State Law.**
 - 1.2. **Environmental Health Services shall include the following:**
 - 1.2.1. Promoting and maintaining the health of the citizens of the **COUNTY**;
 - 1.2.2. Providing health education for individuals and the community;
 - 1.2.3. Regulatory activities associated with food establishments pursuant to NRS 446.
 - 1.2.4. Regulatory activities associated with sanitation programs pursuant to NRS 444.
 - 1.2.5. Regulatory activities associated with bottled water pursuant to NRS 445A.
 - 1.2.6. Regulatory activities associated with meat and poultry pursuant to NRS 583.
 - 1.2.7. Regulatory activities associated with food, drugs and cosmetics pursuant to NRS 585.
 - 1.2.8. Regulatory activities associated with public accommodations pursuant to NRS 447.
 - 1.2.9. Complaint investigation of permitted establishments.
 - 1.3. **Environmental Health documentation:**
 - 1.3.1. **CCHHS will maintain a record of inspections conducted and services provided in the COUNTY.**
 - 1.3.2. A registered environmental health specialist(s) will provide inspection reports when requested by citizens of the **COUNTY**.
 - 1.4. **CCHHS shall provide:**
 - 1.4.1. For the payment of all salary, fringe benefits and travel costs (including use of a vehicle and related expenses) for the environmental health specialist(s) assigned to the Douglas County area, selected supplies and forms, selected licenses, certifications and continuing education units.
 - 1.4.2. Electronic inspection system, administration for the system, licensing, connectivity and maintenance for the system.
 - 1.4.3. **CCHHS shall provide professional supervision, consultation, billings; State Program accounts receivables, and program direction for the environmental health specialist(s).**
2. **There may be times COUNTY resident and or a business representative will be asked to meet with a CCHHS representative for the purposes of Section 1.2.**

- 2.1. The **COUNTY** agrees to provide, if needed, a location which includes utilities (electric, gas, janitorial services, water, telephone, photo copies, internet access) where a resident and/or a business representative may be seen in the **COUNTY** for the purposes of section 1.2.
3. **CCHHS** and its environmental health specialist(s) shall have the authority to enforce all applicable **COUNTY** code, regulations, and administrative fee requirements, and State public health law and regulations. All due process of enforcement of any resulting sanction or adverse action by the environmental health specialist(s) shall be prosecuted and defended by the **COUNTY** District Attorney's office.
 - 3.1. Fees charged to the **COUNTY** pursuant to Paragraph 7 of the Interlocal Agreement will be for costs incurred minus any administrative fees and/or other payments received by **CCHHS** on behalf of **COUNTY** and minus any funds which may be granted to perform environmental services in the **COUNTY**.