



**TO:** SOUTHERN NEVADA DISTRICT BOARD OF HEALTH      **DATE:** September 27, 2007

**RE:** *Approval of Interlocal Agreement with Clark County Providing \$25,000 for the District's Drowning Prevention Campaign*

**PETITION #38-07**

**That the Southern Nevada District Board of Health** *approve the attached Interlocal Agreement with Clark County providing \$25,000 in county funds for the District's Pool Safety and Drowning Prevention Campaign.*

**PETITIONERS:**

**Deborah Williams, MPA, MPH, Manager, Chronic Disease Prevention** *DMW*  
*and Health Promotion*

**Rory Chetelat, Acting Director, Community Health** *RC*

**Michael Walsh, Director of Administration** *MW*

**Lawrence Sands, DO, MPH, Chief Health Officer** *LS*

**DISCUSSION:**

Drowning is the second leading cause of death among children ages 0-4 in Clark County. The District has been conducting a media and public information campaign from May through August every year since 2000. That campaign has been successful in reducing the death rate for that age group by more than 50%. In order to address this issue and continue to reduce the 0-4 age group death rate from drowning, the District will conduct the annual Drowning Prevention and Summer Pool Safety media campaign from May 2008 through August 2008 throughout the County.

The county is contributing funds towards the purchase of a maximum number of prime time television and radio spots and a portion of production costs. Staff has been able to obtain air time at less than half of the commercial rate by soliciting proposals from all local broadcast TV stations and radio companies. Drowning prevention materials will also be distributed in both English and Spanish throughout the community.

**FUNDING:**

In order to cover the cost of the entire campaign, the county's \$25,000 contribution will be supplemented by \$16,500 in District support, \$32,000 in donations from the business community and a \$5,000 contribution from Clark County Safe Kids. Funds have been budgeted in the FY 2007-2008 budget for the District's contribution of \$16,500 to the project.

**INTERLOCAL AGREEMENT TO PROVIDE FUNDS TO  
THE SOUTHERN NEVADA HEALTH DISTRICT  
FOR THE CHILDHOOD DROWNING PREVENTION-PUBLIC INFORMATION  
CAMPAIGN**

WHEREAS, the SOUTHERN NEVADA HEALTH DISTRICT ("Recipient"), is a public agency, located at 625 Shadow Lane, Las Vegas, Nevada, 89106, which seeks funds for the Childhood Drowning Prevention-Public Information Campaign, (the "Project or Program"); and

WHEREAS, pursuant to NRS 277.180, any one or more public agencies may 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, the Southern Nevada Health District is finding appropriate means of promoting pool safety and combating and/or preventing the occurrence of drowning and near drowning of children in Clark County, and of increasing the awareness and supervision of children in pools, both private and public; and

WHEREAS, the County's Parks and Recreation Department provides alternative recreational, educational, and cultural activities for youth that promote pool safety; and

WHEREAS, the Project will directly supplement the aforementioned program of the County Departments of Parks and Recreation; and

WHEREAS, Recipient has requested financial assistance from Clark County (the "County") to assist with the cost of the Project, with such Project to occur at 625 Shadow Lane in Las Vegas, Nevada, 89106; and

WHEREAS, Recipient agrees to furnish such services upon the terms and conditions set forth below.

NOW, THEREFORE, BE IT AGREED by the Board of County Commissioners of Clark County, Nevada, and the Southern Nevada Health District, that County funds be provided to Recipient for the Project, subject to the following conditions and limitations:

**I. Scope of Services**

A. The County will provide a maximum of TWENTY FIVE THOUSAND AND NO/100TH DOLLARS (\$25,000) in Fiscal Year 2007/2008 County funds (the "Funds") to Recipient for the Childhood Drowning Prevention-Public Information Campaign located at 625 Shadow Lane in Las Vegas for the Project, for Fiscal Year 2007/2008, as outlined in Exhibit "A", "Expenditures Eligible for Reimbursement", attached hereto and incorporated herein as if fully set forth.

B. Recipient will provide program services to clients in accordance with Exhibit "B", "Scope of Services", attached hereto and incorporated herein as if fully set forth.

## **II. General Conditions**

**A. Recipient will obtain any and all federal, state, and local permits and licenses required to execute the Project, and will keep and maintain in effect at all times any and all licenses, permits, notices, and certifications which may be required by any City or County ordinance or state or federal statute.**

**B. The County will require Recipient to be bound by all City and County ordinances and state and federal statutes as required.**

**C. Recipient has requested the financial support of the County to enable Recipient to provide the services contemplated herein. The County shall have no relationship whatsoever with the Project except the provision of financial support and the receipt of such reports as are provided for in this Agreement. To the extent, if at all, that any relationship to such services on the part of the County may be claimed or found to exist, Recipient shall be an independent contractor only.**

**Nothing in this Agreement is intended to appoint Recipient as an agent of the County. The Board of County Commissioners has not delegated to any County officer or employee the authority to appoint, and no review or approval of services, invoices or records may be construed as appointing, Recipient an agent to the County.**

**D. Recipient may not assign or delegate any of its rights, interests or duties under this Agreement without the written consent of the County. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the County, result in the forfeiture of all financial support provided herein.**

**E. Recipient shall allow duly authorized representatives of the County, or independent auditors contracted by the County, to conduct such reviews, audits, and on-site monitoring of the Project as the reviewing entity deems to be appropriate in order to determine:**

- (1) Whether objectives of the Project are being achieved;**
- (2) Whether the Project is being conducted in an effective manner;**
- (3) Whether management control systems and internal procedures have been established to meet the objectives of the Project;**
- (4) Whether the financial operations of the Project are being conducted properly;**
- (5) Whether the periodic reports to the County contain accurate and reliable information; and**
- (6) Whether all of the activities of the Project are conducted in compliance with the provisions of state and federal laws and regulations and this Agreement.**

**Visits by the County, or independent auditors contracted by the County, shall be announced to Recipient at least one business day in advance of those visits and shall occur during normal operating hours. Such persons may request, and, if such**

a request is made, shall be granted access to all of the records of Recipient which relate to the Project.

F. Subject to NRS, Chapter 41, Recipient shall protect, defend, indemnify, and save harmless the County from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution or indemnification, or both, for injuries to or death of any person caused by the tortious conduct Recipient's employees and agents. In the event that the County incurs any expenses in this regard, it shall have a right to charge said expenses made in good faith to Recipient. An itemized statement of expenses shall be prima facie evidence of the fact and extent of the liability of Recipient.

G. Recipient will not use any funds or resources which are supplied by the County in litigation against any person, natural or otherwise, or in its own defense in any such litigation and will notify the County of any legal action which is filed by or against it.

H. No officer, agent, consultant, or employee of Recipient may seek or accept any gifts, service, favor, employment, engagement, emolument, or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

I. No officer, agent, consultant, or employee of Recipient may use his or her position to secure or grant any unwarranted privilege, preference, exemption or advantage for himself or herself, any member of his household, any business entity in which he has a financial interest or any other person.

J. No officer, agent, consultant, or employee of Recipient may participate as an agent of Recipient in the negotiation or execution of any contract between Recipient and any private business in which he or she has a financial interest.

K. No officer, agent, consultant, or employee of Recipient may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.

L. No officer, agent, consultant, employee, or elected or appointed official of the County, or Recipient, shall have any interest, direct or indirect, financial or otherwise, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereof, either for himself or herself, or for those whom he or she has family or business ties, during his or her tenure, or for one year thereafter, for any of the work to be performed pursuant to the Project.

M. None of the Funds to be paid under this Agreement shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

N. This agreement is made for the benefit of the parties hereto, and to no other person or entity.

### III. Financial Management

A. Recipient shall record all costs of the Project by budget line items which shall be supported by adequate source documentation including checks, invoices, contracts, vouchers, orders and other accounting documents which demonstrate in proper detail the nature and propriety of all costs. Upon at one business day notice, at any time during normal business hours, Recipient's financial transactions with respect to the Program may be audited by the County or independent auditors contracted by the County. Such persons shall have access to all books, documents, accounts, records, reports, files, papers, things, property, Recipients of program services, and other persons pertaining to such financial transactions and necessary to facilitate the audit.

B. Copies, excerpts, or transcripts of all of the books, documents, papers, and records including checks, invoices, contracts, vouchers, orders and accounting documents concerning matters that are reasonably related to the Project will be provided upon request to the County.

C. In the event that the County finds that the total amount of the Funds allocated for the Program are not expended in the time and manner prescribed in this Agreement, the County reserves the right to extract that portion for other projects and programs under the County's administration.

### IV. Expiration, Modification, or Revocation of Agreement

A. This Agreement will commence upon its approval and signature by all parties and shall be completed by June 30, 2008. A six month extension of the June 30, 2008 deadline may be authorized by the Manager of Community Resources Management Division if additional time is necessary to complete the Project and the extension of time will not jeopardize any other activity, project or funding source of the County.

B. The parties hereto will be required to amend or otherwise revise this Agreement should such modification be required by any applicable state or federal statutes or regulations.

C. If Recipient fails to fulfill in a timely and proper manner its obligations under this Agreement, or if Recipient violates any of the conditions or limitations of this Agreement, the County may suspend or revoke this Agreement, and may terminate its participation in the Program at any time.

PASSED, ADOPTED, and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

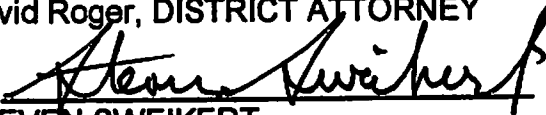
COUNTY OF CLARK

By \_\_\_\_\_  
RORY REID, CHAIRMAN  
Board of County Commissioners

ATTEST:

\_\_\_\_\_  
SHIRLEY PARRAGUIRRE, County Clerk

APPROVED AS TO FORM:  
David Roger, DISTRICT ATTORNEY

By:   
STEVEN SWEIKERT  
Deputy District Attorney

SOUTHERN NEVADA HEALTH DISTRICT

By: \_\_\_\_\_  
LAWRENCE K. SANDS  
Southern Nevada Health District Chief Health Officer

APPROVED AS TO FORM:  
STEPHEN R. MINAGIL, Esq.

By: \_\_\_\_\_  
Southern Nevada Health District Attorney

**EXHIBIT "A"**

**EXPENDITURES ELIGIBLE FOR REIMBURSEMENT**

**SOUTHERN NEVADA HEALTH DISTRICT  
CHILDHOOD DROWNING PREVENTION-PUBLIC INFORMATION CAMPAIGN**

**Fiscal Year 2007/2008 County Funds**

<b>Media Buys:</b>	
Television Station KVBC 165 Spots	\$15,000
Radio Station KMZQ 600 Spots	\$5,000
Production Cost, Century Productions	<u>\$5,000</u>
<b>TOTAL</b>	<b>\$25,000</b>

**EXHIBIT "B"**

**SOUTHERN NEVADA HEALTH DISTRICT  
CHILDHOOD DROWNING PREVENTION-PUBLIC INFORMATION CAMPAIGN**

**SCOPE OF SERVICES**

**Program Year 2007/2008**

- 1. Clark County will provide a maximum of TWENTY FIVE THOUSAND AND NO/100TH DOLLARS (\$25,000) in Fiscal Year 2007/2008 County funds (the "Funds") to the SOUTHERN NEVADA HEALTH DISTRICT ("Recipient") for the purpose of combating and/or preventing the occurrence of drowning and near drowning of children in Clark County, and of increasing the awareness and supervision of children in pools through television and radio advertisement for the Childhood Drowning Prevention-Public Information Campaign located at 625 Shadow Lane in Las Vegas (the "Project").**
- 2. Recipient will provide notice to Clark County of any project changes for which Fiscal Year 2007/2008 County funds are allocated under the provisions of this Agreement.**
- 3. Recipient will provide to Clark County the number of Drownings and a comparison to prior year totals.**