

TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH **DATE: March 28, 2013**

RE: *Approval of Interlocal Contract between the Southern Nevada Health District and the City of North Las Vegas*

PETITION #07-13

That the Southern Nevada District Board of Health *approve Interlocal Contract between the Southern Nevada Health District (SNHD) and the City of North Las Vegas to provide services to support the Community Transformation Grants-Small Communities Program as awarded to SNHD through an Interlocal Agreement from Clark County School District (CCSD) who received Centers for Disease Control and Prevention funding.*

PETITIONERS:

Deborah M. Williams, MPA, MPH, CHES, ODCPHP Manager *DMW*

Thomas R. Coleman, M.D., M.S., Director of Community Health *TRC*

Elaine Glaser, Director of Administration *EG*

John Middaugh, M.D., Interim Chief Health Officer *JM*

DISCUSSION:

The current national standard recommends that children engage in at least 60 minutes of physical activity each day. In order to assure that children are able to get at least a portion of that each day in before and after school settings, especially those serving highest risk youth, City of North Las Vegas will ensure the implementation of evidence based physical activity and nutrition programming in the before and after school Safe Key programs.

The SNHD Office of Chronic Disease Prevention and Health Promotion received an Interlocal Contract to coordinate community based activities that will support and complement policy, systems and environmental changes being implemented with the CCSD. SNHD will help ensure implementation of

DISCUSSION: (cont.)

population based, evidence based strategies based in public health science at locations in the community, especially those frequented by students to complement and reinforce healthy behaviors being taught within the school settings by CCSD.

SNHD is petitioning to execute this Interlocal Contract with the City of North Las Vegas to ensure regular and ongoing implementation of CATCH Kids Club program in Safe Key sites in North Las Vegas and to ensure the provision of at least 30 minutes of physical activity time each day.

FUNDING:

The total funding for the contract term commencing upon full execution to September 29, 2014 shall be \$60,000.

**INTERLOCAL CONTRACT
BETWEEN SOUTHERN NEVADA HEALTH DISTRICT
AND
CITY OF NORTH LAS VEGAS
MARCH 2013**

This Contract is entered into by and between the Southern Nevada Health District, through the Southern Nevada District Board of Health (herein after referred to as “**SNHD**”) and **CITY OF NORTH LAS VEGAS** (hereinafter referred to as “**CNLV**”)

WITNESSETH

WHEREAS, NRS 277.180 authorizes 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, **SNHD**, through **CNLV**, desires to obtain services in support of an Interlocal Contract received from Clark County School District through a Grant from the Centers for Disease Control and Prevention (CDC) under CFDA93.737, PPHF 2012: Community Transformation Grants Small Community Program financed solely by 2012 Public Prevention and Health Funds. The services under this contract will ensure the implementation of the evidence based CATCH (Coordinated Approach to Child Health) Kids Club physical activity and nutrition programming in the before and after-school Safe Key Program.

WHEREAS **CNLV** has the expertise, qualifications and resources available, and has agreed to provide the above services as required;

NOW, THEREFORE, in consideration of mutual covenants and Contracts herein contained the parties agree as follows:

The parties hereby agree as follows:

1. The term of this Contract shall be from **April 1, 2013** through **September 29, 2014**. During this period **CNLV** shall provide services as indicated in Exhibit A, Scope of Work and Budget.
2. This executed Contract, together with any attachments and amendments, contains the entire Contract between **CNLV** and **SNHD** relating to rights granted and obligations assumed by the parties hereto. Any prior contracts, promises, negotiations, or representations, either oral or written, relating to the subject matter of this Contract not expressly set forth in this Contract is of no force or effect.
3. No assignment or rights, duties or obligation of this Contract shall be made by either party without the express written approval of the other party hereto.
4. Each party shall remain liable for its own negligence in accordance with the general law of the State of Nevada. Neither party waives any right or defense to indemnification that may exist in law or equity.
5. **CNLV** and **SNHD**, including any of their respective agents or employees, shall not be liable to any parties not participating in this Contract for any act or omission of the other party. This Contract is not intended to create any rights powers, or interests in any party not participating in this Contract. The parties do not intend to provide for the safety of any person or to assume any

duty beyond those imposed by the general law of the State of Nevada. This Contract is entered into for the exclusive benefit of the undersigned parties.

6. Any waiver or breach of any provision of this Contract shall not be deemed a waiver of any other breach of the same or different provision.
7. In the event any provision of this Contract is rendered invalid or unenforceable by any valid act of congress or the Nevada State Legislature, or declared null and void by any court of competent jurisdiction, the rest and remainder of the provision(s) of this Contract shall remain in full force and effect.
8. In providing services under this Contract, **CNLV** and **SNHD** shall not discriminate on the basis of race, color, sex, sexual orientation, age, religion, national origin, or handicap.
9. **CNLV** and **SNHD** are independent entities and nothing contained in this Contract shall be construed or deemed to create a relationship of employer and employee or principal and agent or any relationship other than that of independent parties, contracting with each other solely for the purpose of carrying out the provisions of this Contract.
10. Either party may terminate this Contract without cause prior to the date of termination set forth in Paragraph 1, upon 30 days written notice.
11. **CNLV** shall notify **SNHD** in writing of any conditions which exist that affect its ability to perform the services under this Contract. Any use of funds outside of the parameters stipulated in this Contract is prohibited.
12. **CNLV** certifies by signing this Contract as to its eligibility to receive an award funded under a federal program in accordance with 45 CFR Part 74. If **CNLV's** eligibility status changes, **SNHD** must be notified in writing within 30 days of the change. Eligibility status changes include both the **CNLV** and associated Principals of the **CNLV**.
13. **SNHD** may, at its discretion conduct a fiscal monitoring of a contractor at any time during the term of this Contract. **CNLV** will be notified in writing at least three weeks prior to the visit, outlining documents that must be available prior to **SNHD's** visit. **SNHD** shall notify the **CNLV** in writing of any adverse findings and recommendations as a result of the fiscal monitoring. Adverse findings are defined as lack of adequate records, administrative findings, questioned costs and costs recommended for disallowance. **CNLV** will have the opportunity to address adverse findings in writing responding to any disagreement of adverse findings. **SNHD** shall review disagreement issues, supporting documentation and files and forward a decision to the **CNLV** in writing.
14. To the greatest extent practicable, all equipment and products purchased with funds awarded under this Contract should be American-made. Equipment is defined as tangible non-expendable personal property (including exempt property) charged directly to this Contract having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. However, consistent with **CNLV** policy, a lower threshold may be established. Please provide information to **SNHD** to establish a lower equipment threshold to reflect your organization policy.
15. Each party shall keep and maintain under generally accepted accounting principles full, true and complete books, records, and documents as necessary to fully disclose to the other party, properly empowered government entities, or their authorized representatives, upon audits or reviews,

sufficient information to determine compliance with the terms of this Contract and any applicable statutes and regulations. All such books, records and documents shall be retained by each party for a minimum of three years, and for five years if any federal funds are used pursuant to this Contract, from the date of termination of this Contract. This retention time shall be extended when an audit is scheduled or in progress for a period of time reasonably necessary to complete said audit and/or to complete any administrative and judicial litigation which may ensue.

16. 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.
17. 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 and NRS 354.626.
18. 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.
19. Unless otherwise provided by law or this Contract, any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, Computer code, 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.
20. Pursuant to NRS 239.010, information or documents, including this Contract, and any other documents generated incidental thereto may be opened by SNHD to public inspection and copying. Any record which is made confidential by law or a common law balancing of interests shall be disclosed only to the extent that such information is made confidential by law or a common law balancing of interests.
21. 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 the documents incorporated herein.
22. This Contract and its incorporated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. 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 parties hereto.
23. Notices required or permitted to be given hereunder shall be in writing and shall either be delivered personally to the party to whom such notice is given, or sent to it by U.S. registered or certified mail, postage prepaid and return receipt requested, addressed or delivered to such party

at the address designated below (or such other addresses as may be hereafter be designated by a party):

Southern Nevada Health District
Attn: Elaine Glaser, Director of Administration
P. O. Box 3902
Las Vegas, NV 89127

24. This Contract is contingent upon and subject to the availability of funds.

SOUTHERN NEVADA HEALTH DISTRICT

CITY OF NORTH LAS VEGAS

MARY BETH SCOW
CHAIRMAN

Date: _____

ATTEST:

JOHN MIDDAUGH, MD
Interim Chief Health Officer

Date: _____

APPROVED AS TO FORM:

ANNETTE L. BRADLEY, ESQ.
Attorney for Southern Nevada Health District

Date: _____

ATTEST:

Date: _____

APPROVED AS TO FORM:

EXHIBIT A
SCOPE OF WORK AND
BUDGET

City of North Las Vegas – Community Services & Development- Recreation Division - Safekey

Period of Performance: April 1, 2013 through September 29, 2014

Scope of Work: The current national standard recommends that children engage in at least 60 minutes of physical activity each day. In order to assure that children are able to get at least a portion of that each day in before and after-school settings, especially those serving highest risk youth, contractor will ensure the implementation of the evidence-based CATCH (Coordinated Approach to Child Health) Kids Club physical activity and nutrition programming in the before and after-school Safe Key program. Specific deliverables will include:

- Ensure regular and ongoing implementation of the CATCH Kids Club curriculum (lessons and activities) in all Safe Key after school sites (currently 20 sites). The average number of CATCH Kids Club lessons and activities being implemented per site will be submitted in monthly reports as well as the estimated number of participants.
- Contractor will finalize and submit a Program Sustainability Plan outlining training and other efforts to ensure sustainability of the program in City of North Las Vegas after school sites. Plan will be submitted by September 30, 2013.
- Contractor will help facilitate and ensure that key staff participate in at least 2 master trainings (provided by an SNHD contractor) and 2 content-specific trainings (provided by SNHD contractor) during the course of the agreement. Master CATCH Kids Club trainings will be offered in the summer of 2013 and 2014 and will be scheduled and organized by SNHD.
- Contractor will ensure that all Safe Key sites in Henderson are providing at least 30 minutes of physical activity time each day and will ensure that all sites have the supplies to properly implement programming.
- Contractor will ensure that activities and lessons comply with and support implementation of the recently adopted physical activity and nutrition policy and will ensure and support implementation, monitoring and compliance with this policy in all SafeKey sites. Specific efforts to monitor, promote, educate about or enforce this policy will be documented in the Program Sustainability Plan and/or monthly reports submitted to SNHD.

Method of Accountability: The contractor will submit monthly programmatic and financial reports. The program manager will review programmatic and financial reports to ensure the contractor is consistent with project deliverables. Southern Nevada Health District staff will be in contact with subcontractor on a monthly basis to assess progress, identify barriers and offer technical assistance to ensure project deliverables are met on a timely basis. Monthly invoices will be approved by program and fiscal staff.

EXHIBIT A
SCOPE OF WORK AND
BUDGET

Programmatic site visits and fiscal monitoring by staff will occur regularly.

Budget Total: \$60,000

BUDGET – CITY OF NORTH LAS VEGAS – Community Services & Development – Recreation/SafeKey	
Personnel: \$48,880 CATCH Implementation Coordinator	
A SafeKey Program Coordinator will be assigned as the CATCH implementation coordinator(s). This position will be responsible for developing a CATCH integration plan for each SafeKey site, providing training, and conducting monthly quality assurance/quality improvement site checks to assure appropriate implementation. By the end of the two year project CATCH will be fully integrated into each site. No direct services will be provided.	
\$47/hour x 10 hours/week x 104 weeks = \$48,880	
Supplies: \$10,000	
Expenditures for student instructional supplies to include items such as hoola-hoops, jump ropes, balls and other supplies selected to be used during organized physical activity.	
Printing: \$1,120	
Total: \$60,000	

**EXHIBIT B
PAYMENT
TO INTERLOCAL CONTRACT BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT
AND
CITY OF NORTH LAS VEGAS
MARCH 2013**

CNLV shall:

Submit to **SNHD** not more frequently than on a monthly basis, written invoices based upon activities actually conducted in accordance with this Contract. Back-up documentation supporting the request for reimbursement must be attached to invoices along with a Request for Funds Sample Transaction Listing, see Attachment 2 to include the following:

- Personnel charges
- Fringes
- Supplies
- Consultants/Contractors
- Communications
- Equipment
- Operating
- Staff Travel

SNHD shall:

Reimburse **CNLV**, not more frequently than monthly, for services specified in the EXHIBIT A, SCOPE OF WORK AND BUDGET.

The total reimbursement amount that **SNHD** will pay **CNLV** for the Contract Term from **April 1, 2013** through **September 29, 2014** shall be **\$60,000**.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____	
6. Federal Department/Agency: _____	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): _____	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____	
(attach Continuation Sheet(s) SF-LLLA, if necessary)		
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: _____		
(attach Continuation Sheet(s) SF-LLLA, if necessary)		
15. Continuation Sheet(s) SF-LLLA attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLLA Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLLA Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Attachment 2

EXAMPLE

Request for Funds
Sample Transaction Listing 3/1/06-3/31/06

Date	Number (ck/doc.)	Payee/ Vendor	Description	Budget Category	Amount
3/13/2006	1518	Joe Smith	Payroll 2/20-3/10		175.26
3/13/2006	1519	Bob Brown	Payroll 2/20-3/10		121.00
3/13/2006	1520	Cindy Green	Payroll 2/20-3/10		321.10
3/13/2006	1521	Betty Nagy	Payroll 2/20-3/10		191.99
3/13/2006	1522	Lyle Maverick	Payroll 2/20-3/10		165.89
3/13/2006	1523	Ron Roper	Payroll 2/20-3/10		73.74
3/13/2006	1524	Stella Walters	Payroll 2/20-3/10		172.03
				Personnel	1,221.01
3/1/2006	1440	Joe Smith	Travel		71.39
3/1/2006	1441	Bob Brown	Travel		118.41
3/1/2006	1442	Cindy Green	Travel		3.20
3/1/2006	1443	Betty Nagy	Travel		37.86
3/1/2006	1444	Lyle Maverick	Travel		14.92
3/1/2006	1445	Ron Roper	Travel		216.28
3/1/2006	1446	Stella Walters	Travel		70.86
3/3/2006	1451	Jessie Switch	Travel		5.99
3/3/2006	1452	Ben Kenton	Travel		2.33
3/15/2006	1535	Rodney White	Travel		2.29
3/15/2006	1536	Deb Gogen	Travel		4.67
3/31/2006	1600	Ron Roper	Travel		85.39
3/31/2006	1601	Stella Walters	Travel		104.56
				Travel	738.15
3/16/2006	1538	Office Depot	Office Supplies		300.16
3/16/2006	1539	Staples	Copy Paper		69.00
				Supplies	369.16
3/1/2006	1447	Donner Property Mgmt	Rent		750.00
3/15/2006	1537	PGE Utilities	Utilities		53.63
				Occupancy	803.63
3/3/2006	1453	Sprint	Phones		140.00
3/21/2006	1550	AT&T	Cell Phones		65.16
3/21/2006	1551	CC Communications	Data Service		78.00
				Communications	283.16
3/16/2006	1540	NV Appeal	Public Posting		100.00
				Public Information	100.00
3/9/2006	1470	Auditors R Us	CPA Firm		600.00
3/12/2006	1472	Rodney White	Training		250.00
3/15/2006	1538	Tower Learning Tools	Ed. Pamphlets		275.00
3/21/2006	1553	NV Business Services	Ed. Pamphlets		70.85
				Other Expenses	1,195.85
				Total Expenses	4,710.96