



**TO:** SOUTHERN NEVADA DISTRICT BOARD OF HEALTH      **DATE:** November 19, 2015

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

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**PETITION #41-15**

**That the Southern Nevada District Board of Health** *approve an amendment to the Interlocal Contract between the Southern Nevada Health District and the City of North Las Vegas to provide services to support the Southern Nevada Partnerships to Improve Community Health (PICH) grant awarded to the Southern Nevada Health District by the Centers for Disease Control and Prevention (award #NU58DP005705).*

**PETITIONERS:**

**Deborah M. Williams, MPA, MPH, CHES, Manager, OCDPHP** *dmw*  
**Cassius Lockett, PhD, MS, Director of Community Health** *CL*  
**Andrew J. Glass, FACHE, MS, Director of Administration** *AG*  
**Joseph P. Iser, MD, DrPH, MSc, Chief Health Officer** *JPI*

**DISCUSSION:**

The Southern Nevada Health District (SNHD) received a Partnerships to Improve Community Health (PICH) grant award from the Centers for Disease Control and Prevention (CDC). Awardees are funded to implement evidence- and population-based strategies to address four of the modifiable health risk behaviors that significantly influence chronic disease outcomes: Tobacco use and exposure; Poor nutrition; Physical inactivity; and Lack of access to chronic disease prevention, risk reduction and management opportunities.

Increased adoption of comprehensive approaches to improve community design, such as adoption of Complete Streets policies, is an evidenced-based strategy recommended by CDC to promote and support increased levels of physical activity. Complete Streets are designed and operated to enable safe access for

all users, including pedestrians, bicyclists, motorists and transit riders of all ages and abilities. SNHD will contract with the City of North Las Vegas (CNLV) to implement Phase II of the plan to adopt a Complete Streets Policy.

**FUNDING:**

The total funding for the contract commencing September 30, 2015 until September 29, 2016 shall be \$90,000. PICH grant funds will be used to pay 100% of the contract.



**AMENDMENT A01 TO  
INTERLOCAL AGREEMENT  
BETWEEN  
SOUTHERN NEVADA HEALTH DISTRICT  
AND  
CITY OF NORTH LAS VEGAS  
SNHD-6-PICH-INT-15-028**

WITH REFERENCE to Interlocal Agreement SNHD-6-PICH-INT-15-028, effective January 22, 2015, between the Southern Nevada Health District (“Health District”) and the City of North Las Vegas (“Contractor”) (individually referred to as “Party” and collectively as “Parties”).

WHEREAS, additional funding from the PICH grant, 6NU58DP005705-02-01, is being added to this agreement; and

NOW, THEREFORE, the Parties agree to amend said Agreement as follows:

- A. The fifth paragraph on page one is deleted in its entirety and replaced with the following paragraph, as follows:

WHEREAS, Health District is the recipient of grant funding received from Centers for Disease Control and Prevention (“CDC”), Department of Health and Human Services, CFDA 93.331, a) Grant Award 1U58DP005705-01, titled Southern Nevada Partnership to Improve Community Health (“PICH”) award date of September 17, 2014, and b) Grant Award 6NU58DP005705-02-01 award date of September 28, 2015; and wherein Contractor, as the subrecipient, will finalize and adopt a Complete Streets Policy for the City of North Las Vegas and implement a non-infrastructure component of that policy (bike lanes) to enhance active transportation; and

- B. Numbered Paragraph 1 on page 2 is revised by extending the end date of the Agreement from September 29, 2015 to September 29, 2016.

- C. Numbered Paragraph 3, Compensation, is replaced in its entirety as follows:

COMPENSATION. Contractor shall complete the services in a timely manner and consistent with the Scope of Work outlined in Attachment A, attached hereto. Contractor will be reimbursed for expenses incurred as provided in Attachment B: Payment. The total not-to-exceed amount of this Agreement is \$180,000. This project is supported by the federal PICH grant described on page 1 of this Agreement in the amount of \$180,000 which accounts for 100% of the total funding of this contract.

- D. Numbered Paragraphs 6 and 7 are hereby replaced in their entirety with the following revised Paragraphs 6 and 7:

6. BOOKS, RECORDS AND BACKUP DOCUMENTATION. Each Party shall keep and maintain under generally accepted accounting principles full, true and complete books, records, and documents as are 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 Agreement and any applicable statutes and regulations.

All invoices submitted for payment will include backup documentation, including, but not limited to: time sheets, paid invoices, receipts, monthly reports, proof of payments or any other documentation requested by Health District.

7. AUDIT REQUIREMENTS WITH SUBRECIPIENTS RECEIVING AWARDS FROM HEALTH DISTRICT

- 7.01 The Contractor must comply with all applicable federal and state grant requirements including The Single Audit Act Amendments of 1996; 2 CFR Part 200 as amended; and any other applicable law or regulation, and any amendment to such other applicable law or regulation that may be enacted or promulgated by the federal government.
- 7.02 If the Contractor is a local government or non-profit organization that expends \$750,000 or more in federal awards during its fiscal year, the Contractor is required to provide the appropriate single or program-specific audit in accordance with provisions outlined in 2 CFR Part 200.501.
- 7.03 If the Contractor expends total federal awards of less than the threshold established by 2 CFR 200.501, it is exempt from federal audit requirements for that year, but records must be available for review or audit by appropriate officials (or designees) of the federal agency, pass-through entity, and Government Accountability Office ("GAO").
- 7.04 The Contractor must send a copy of the confirmation from the Federal Audit Clearinghouse to [benard@snhdmail.org](mailto:benard@snhdmail.org) and [henri@snhdmail.org](mailto:henri@snhdmail.org) the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.
- 7.05 The Contractor is responsible for obtaining the necessary audit and securing the services of a certified public accountant or independent governmental auditor.
- 7.06 Audit documentation and audit reports must be retained by the Contractor's auditor for a minimum of five years from the date of issuance of the audit report, unless the Contractor's auditor is notified in writing by the Health District, the cognizant federal agency for audit, or the oversight federal agency for audit to extend the retention period. Audit documentation will be made available upon request to authorized representatives of the Health District, the cognizant federal agency for audit, the oversight federal agency for audit, the federal funding agency, or the GAO.

E. The following new clauses are hereby incorporated into this Agreement:

23. PUBLICATIONS.

- a. Publications, journal articles, etc. produced under this project must bear an acknowledgment and disclaimer, as appropriate. For example: "This publication (journal article, etc.) was supported by Cooperative Agreement Number 6NU58DP005705-02-01, funded by the Centers for Disease Control and Prevention. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Centers for Disease Control and Prevention or the Department of Health and Human Services."
- b. The Parties reserve the right to publish or otherwise make public the data resulting from work performed under this agreement. The Party wishing to publish or make public shall submit any such manuscript or release to the other Party for comment prior to publication or release. In addition, neither Party shall release or distribute any materials or information containing the name of the other Party or any of its employees without prior written approval by an authorized representative of the non-releasing Party, but such approval shall not be unreasonably withheld. The Health District reserves the right to be included as an author on all publications arising from PICH activities.

24. DISCLAIMER FOR CONFERENCE/MEETING/SEMINAR MATERIALS: If a conference/meeting/seminar is funded by this Agreement, the Contractor must include the following statement on conference materials, including promotional materials, agenda, and internet sites:

"Funding for this conference was made possible (in part) by the Centers for Disease Control and Prevention. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services, nor does the mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government."

25. COPYRIGHT INTERESTS PROVISION: The Health District must ensure that the public has access to the results and accomplishments of public health activities funded by the grant(s) specified in this Agreement. Pursuant to applicable grant regulations and CDC's Public Access Policy, Contractor agrees to submit to Health District, prior to publication, any final, peer-reviewed manuscript for any work developed under this Agreement for publication. Upon acceptance for publication, Health District will submit the manuscript on-line through Government Manuscript Submission system ("NIHMS").

26. LOGO USE FOR CONFERENCE AND OTHER MATERIALS: Neither the Department of Health and Human Services ("HHS") nor the CDC logo may be displayed if such display would cause confusion as to the funding source or give false appearance of Government endorsement. Use of the HHS name or logo is governed by U.S.C. Part 1320b-10, which prohibits misuse of the HHS name and emblem in written communication. A non-federal entity is unauthorized to use the HHS name or logo governed by U.S.C. Part 1320b-10. The appropriate use of the HHS logo is subject to review and approval. Contractor will request approval to use such logo(s) through the Health District.

27. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS. This Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908. The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The Contractor shall insert the substance of this clause in all subcontracts over \$150,000.

28. LOBBYING RESTRICTIONS.

- a. No part of any funding contained in this Agreement, or transferred pursuant to section 4002 of Public Law 111-148, shall be used for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation of the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
- b. No part of any funding contained in this Agreement shall be used to pay the salary or expenses related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than normal and recognized executive legislative relationships or participation by an agency or officer of an State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- c. The prohibitions in paragraphs a. and b. above shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale of marketing, including but not limited to the advocacy or promotion of gun control.

F. ATTACHMENT A SCOPE OF WORK SNHD-6-PICH-INT-15-028 has been deleted in its entirety and replaced with the attached ATTACHMENT A-A01 SCOPE OF WORK.

G. ATTACHMENT B PAYMENT SNHD-6-PICH-INT-15-028 has been deleted in its entirety and replaced with the attached ATTACHMENT B-A01 PAYMENT.

This Amendment shall be effective from the last signature affixed to this Amendment.

All other terms and conditions remain the same.

[SIGNATURE PAGE TO FOLLOW]

BY SIGNING BELOW, the Parties hereto have approved and executed this Amendment A01 to Agreement SNHD-6-PICH-INT-15-028.

**SOUTHERN NEVADA HEALTH DISTRICT**

**CITY OF NORTH LAS VEGAS**

By:   
Andrew J. Glass, FACHE, MS  
Director of Administration


By: \_\_\_\_\_  
John J. Lee  
Mayor

Date: 10/23/15

Date: \_\_\_\_\_

Approved as to form:

Attest:

  
Annette L. Bradley, Esq.  
Attorney for Southern Nevada Health District

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

**ATTACHMENT A-A01  
SCOPE OF WORK**

The Scope of Work reflects Year 2 deliverables and carry-forward deliverables from Year 1. The Scope of Work depends on approval of carry forward funding by the CDC and the Agreement will be amended once approval is granted to add additional funding needed to complete the Scope of Work below. If approval of carry forward funding is not received, Contractor and Health District will meet to develop a revised Scope of Work suitable to both entities.

**Period of Performance 01/22/2015 – 09/29/2015:**

1. Contractor shall complete specific deliverables in support of a PICH project objective to develop and adopt a Complete Streets Policy for the City of North Las Vegas with implementation of a non-infrastructure component of that policy.
2. A consultant will be retained to assist the Contractor with the project. The consultant will collect bicycle and pedestrian baseline volumes in the downtown corridor, facilitate meetings and workgroups, and work with city staff in year one to identify documents, policies, codes, and plans that will require updates as part of the Complete Streets policy. The consultant will also draft the outline of the policy document for review in year one.
3. Specific contract deliverables for Year 1 include:
  - a. Identify and secure a consultant to work with city staff and complete project deliverables.
  - b. Collect bicycle and pedestrian volumes within the downtown corridor to establish a baseline for evaluation purposes.
  - c. Complete bike lane design for three separate corridors included in the City of North Las Vegas Pedestrian and Bicycle Trails Map that will connect major complete streets projects in the city.
  - d. Staff and consultants will identify city documents, policies, codes and plans that will require updates as part of the Complete Streets policy and draft an outline of the policy document.
  - e. Attend required meetings and maintain involvement in related coalitions and work groups.
4. Contractor will provide monthly progress reports to Health District based on instructions provided by Health District program staff.

**Period of Performance 09/30/2015 – 09/29/2016:**

1. Contractor will finalize the adopt a Complete Streets Policy for the City of North Las Vegas and will also implement a non-infrastructure component of that policy (bike lanes) to enhance active transportation by the end of the three year project period.



2. Specific contract deliverables for Year 2 include:
  - a. Complete bike lane design for three priority corridors included in the City of North Las Vegas Pedestrian and Bicycle Trail Map that will connect major complete streets projects in the City.
  - b. Conduct research and identify city documents, policies, codes, and plans that will require updates as part of the Complete Streets policy and use information to draft the outline of the Complete Streets policy document.
  - c. Develop a draft Complete Streets Policy document for the City of North Las Vegas. The documents will include a list of policy, code, and master plan changes to be implemented during Phase 3 to ensure alignment with the Complete Streets Policy.
  - d. Route the draft Complete Streets Policy document for internal review and comments. Revisions will be included into a final documentation that will be routed for final approval during Phase 3.
  - e. Bike lanes will be striped in approximately half the three priority corridors identified and designed during Phase 1 (non-construction).
  - f. Project staff will attend required meetings and maintain involvement in related coalitions and work groups.
3. Contractor will provide monthly progress reports to Health District based on instructions provided by Health District program staff.

**ATTACHMENT B-A01  
PAYMENT**

1. Payment to Contractor:

1.01 Payments shall be based on approved Contractor invoices submitted in accordance with this Agreement. The sum of payments shall not exceed allowable compensation stated in Paragraph 2 of this Agreement and no payments shall be made in excess of the maximum allowable total for this Agreement.

1.02 Budget. Note: If ten percent or more of the awarded funds are moved from one approved budget category to another approved budget category, prior approval of Health District is required.

**Total Budget** **\$180,000**

**Year 1 (01/22/2015 – 09/29/2015)** **\$90,000**

**Personnel:** **\$5,990**

City Traffic Engineer: Will develop the RFP for the project consultant, design and review initial policy development and review and edit recommendations.

20 hrs @ \$87/hr = \$1,740

Project Manager/Senior Engineer: Will assist with RFP development, consultant selection, design review and project oversight.

30 hrs @\$85/hr = \$2,550

Engineering Technician: Will review RFP development and advertisement, assist with project administration and provide design assistance.

15 hrs @ \$66/hr = \$990

Traffic Operations Supervisor: Will provide design review and consultation to project manager

10 hrs @ \$71/hr = \$710

**Consultant/Contractual:** **\$84,010**

A consultant will be retained to assist the Contractor with the project in accordance with Attachment A, Scope of Work.

**Year 1 (09/30/2015 – 09/29/2016)**

**\$90,000**

**Personnel:**

**\$9,105**

City Traffic Engineer: Will develop the RFP for the project consultant, design and review initial policy development and review and edit recommendations. 30 hrs @ \$87/hr = \$2,610

Project Manager/Senior Engineer: Will assist with RFP development, consultant selection, design review and project oversight. 40 hrs @ \$85/hr = \$3,400

Inspector: Will conduct installation inspection and assist with pilot project (bike lane striping) implementation. 25 hrs @ \$79/hr = \$1,975

**Consultant/Contractual:**

**\$80,895**

A consultant will be hired to assist the Contractor with the project. The consultant will ensure development of a final draft Complete Streets Policy document that will identify policy, code, and master plan changes to be implemented during Phase 3 to ensure alignment with the Complete Streets Policy.

- 1.03 Contractor's may not bill more frequently than monthly for the duration of the project. The invoice will detail costs incurred for each item identified in the project budget show in 1.02 above.
- a. Backup documentation including but not limited to paid consultant invoices, receipts, monthly reports, proof of payments or any other documentation requested by Health District, is required, and shall be submitted by the Contractor in accordance with cost principles applicable to this Agreement.
  - b. Contractor invoices shall be signed by the Contractor's official representative, and shall include a statement certifying that the invoice is a true and accurate billing.
  - c. Cost principles contained in the Federal Acquisition Regulation 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122), shall be used as criteria in the determination of allowable costs.
- 1.04 Health District shall not be liable for interest charges on late payments.
- 1.05 In the event items on an invoice are disputed, payment on those items will be held until the dispute is resolved.