







TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH **DATE: November 15, 2018**

RE: *Approval of Interlocal Contract between Southern Nevada Health District and the City of Henderson*

PETITION #33-18

That the Southern Nevada District Board of Health *(approve an Interlocal Contract between the Southern Nevada Health District (SNHD) and the City of Henderson to provide services to support the Southern Nevada Health District Community Partnership to Promote Health Equity, Year 1 grant awarded to the SNHD by the Centers for Disease Control and Prevention (CDC Award # NU58DP006578-01-00). The CDC refers to this grant award as Racial and Ethnic Approaches to Community Health (REACH).*

PETITIONERS:

Maria Azzarelli, *Manager, Chronic Disease Prevention* 
Michael Johnson, PhD., *Director of Community Health* 
Andrew J. Glass, FACHE, MS, *Director of Administration* 
Joseph P. Iser, MD, DrPH, MSc, *Chief Health Officer* 

DISCUSSION:

The Southern Nevada Health District (SNHD) received a five-year (September 30, 2018 -September 29, 2023) grant awarded by the CDC. The first year of the award (September 30, 2018- September 29, 2019) includes funding for the City of Henderson (COH) Parks & Recreation Department (PRD) and Community Development and Services Department (CDS). The PRD will conduct an assessment of park accessibility prioritizing parks in high-need areas in priority areas, identify modifiable barriers including street connectivity, sidewalk, trail, and trail infrastructure, and develop recommendations to improve neighborhood access to parks with a goal of ensuring 10-minute walkable access to a park, green space or recreational facility. The PRD will identify and recommend changes to necessary codes, guidelines and/or planning documents which may include municipal codes, the Parks & Recreation Master Plan, Strategic Plan, Open Space and Trails Plan and the Master Bicycle and Trails Plan to include

10-minute walkable access and support increased access to parks. COH CDSO will conduct a market feasibility study for a mixed-use grocery store/food co-op in a priority geographic area where access to healthy foods is limited. The study will serve to further define need, obtain community interest and input, and identify desirable components of a food-based community space which may include a demonstration kitchen, community garden and indoor agriculture. Results will be used to inform the next phase of the development effort.

FUNDING:

The Year 1 REACH grant project first year of funding allocated to the COH totals \$30,000. The associated scope of work will be completed between September 30, 2018- September 29, 2019.



**INTERLOCAL
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT
AND
CITY OF HENDERSON
C1900051**

This Interlocal Professional Services Agreement (“Agreement”) is made and entered into between the Southern Nevada Health District (“Health District”) and the City of Henderson (“Contractor”) (individually Party, and collectively “Parties”).

RECITALS

WHEREAS, Health District is the public health entity organized pursuant to Nevada Revised Statutes, Chapter 439 with jurisdiction over all public health matters within Clark County, Nevada; and

WHEREAS, NRS 277.180 authorizes one or more public agencies to contract with each other or with any one or more public agencies for performance of any governmental services, activity, or undertaking which the public agencies are authorized by law to perform; and

WHEREAS, Health District desires to obtain professional services in support of a Federal grant received from the Department of Health and Human Services, Centers for Disease Control and Prevention, CDC Office of Financial Resources, CFDA Number 93.738, Grant Award 1NU58DP006578-01, Award Date September 16, 2018 and as amended September 27, 2018, Program entitled Southern Nevada Health District Community Partnership to Promote Health Equity (the “Grant”); wherein Health District will develop partnerships with community stakeholders to reduce racial and ethnic health disparities through culturally tailored interventions to address preventable risk behavior including tobacco use, poor nutrition and physical inactivity; and

WHEREAS, Contractor has the expertise, qualifications and resources available to provide the above services as required.

NOW THEREFORE, the Parties mutually agree as follows:

- 1) **TERM, TERMINATION, AND AMENDMENT.** This Agreement shall be effective from the last signature affixed hereto through September 28, 2019 unless sooner terminated by either Party as set forth in this Agreement.
 - 1.01 This Agreement may be terminated by either Party prior to the date set forth in paragraph 1, provided that a termination shall not be effective until thirty (30) days after a Party has served written notice upon the other Party.

- 1.02 This Agreement may be terminated by mutual consent of both Parties or unilaterally by either Party with or without cause.
 - 1.03 Upon termination, Contractor will be entitled to payment for services provided prior to date of termination and for which Contractor has submitted an invoice but has not been paid.
 - 1.04 This Agreement is subject to the availability of funding and shall be terminated immediately if for any reason State and/or Federal funding ability, or grant funding budgeted to satisfy this Agreement is withdrawn, limited, or impaired.
 - 1.05 This Agreement may only be amended, modified or supplemented by a writing signed by a duly authorized agent/officer of each Party and effective as of the date stipulated therein.
- 2) INCORPORATED DOCUMENTS. The Services to be performed and/or goods to be provided and the consideration therefore are specifically described in the below referenced documents which are listed below and attached hereto and expressly incorporated by reference herein:
- ATTACHMENT A: SCOPE OF WORK
ATTACHMENT B: PAYMENT
- 3) COMPENSATION. Contractor shall complete the Services in a professional and timely manner, consistent with the Scope of Work outlined in Attachment A. Contractor will be reimbursed for expenses incurred as provided in Attachment B, Payment. The total not-to-exceed amount of this Agreement is \$30,000. This project is supported by the Federal Grant described on page 1 of this Agreement in the amount of \$30,000; this accounts for 100% of the total funding for the term of the Agreement.
- 4) INDEPENDENT PUBLIC AGENCIES. The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement, and in respect to performance of Services pursuant to this Agreement, each Party is and shall be a public agency separate and distinct from the other Party and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement 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.
- 5) FISCAL MONITORING AND ADMINISTRATIVE REVIEW OF ADVERSE FINDINGS. Health District may, at its discretion, conduct a fiscal monitoring of Contractor at any time during the term of the Agreement. Contractor will be notified in writing at least three weeks prior to the visit outlining documents that must be available prior to Health District's visit. Health District shall notify Contractor in writing of any Adverse Findings and recommendations as result of the fiscal monitoring. Adverse Findings are defined as Lack of Adequate Records, Administrative Findings, Questioned Costs and Costs Recommended for Disallowance. Contractor will have the opportunity to address adverse findings in writing, responding to any disagreement of adverse findings. Health District shall review disagreement issues, supporting documentation and files, and forward a decision to the Contractor in writing.

- 6) **AUDIT REQUIREMENTS WITH SUBRECIPIENTS RECEIVING AWARDS FROM HEALTH DISTRICT**
- 6.01 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.
 - 6.02 If 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.
 - 6.03 If 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").
 - 6.04 Contractor must send a copy of the confirmation from the Federal Audit Clearinghouse to contracts@snhd.org the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.
 - 6.05 Contractor is responsible for obtaining the necessary audit and securing the services of a certified public accountant or independent governmental auditor.
 - 6.06 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.
- 7) **BOOKS AND RECORDS.** 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 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 Agreement, from the date of termination of this Agreement. 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.
- 8) **NOTICES.** All notices permitted or required under this Agreement shall be made by personal delivery, overnight courier, or registered or certified mail, return receipt requested to the other Party at its address as set out below:

Southern Nevada Health District
Legal Department
Contract Administrator
280 S Decatur Blvd.
Las Vegas, NV 89107

City of Henderson
240 Water Street
P.O. Box 95050
Henderson, NV 89009-5050

- 9) **CONFIDENTIALITY.** No protected health information as that term is defined in the Health Insurance Portability and Accountability Act of 1996, as amended, or personally identifiable information will be shared with Contractor during the course of this Agreement. Accordingly, no Business Associate Agreement is required.
- 10) **MUTUAL COOPERATION.** The Parties agree to cooperate fully and provide assistance to one another in the investigation and resolution of any complaints, claims, actions or proceedings that may arise out of the provision of Services hereunder.
- 10.01 The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate, or convenient to achieve the purposes of this Agreement.
- 11) **STATEMENT OF ELIGIBILITY.** Contractor acknowledges to the best of its knowledge, information, and belief, and to the extent required by law, neither Contractor nor any of its employees/contractors is/are: i) currently excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs; and ii) has/have not been convicted of a federal or state offense that falls within the ambit of 42 USC 1320a-7(a).
- 12) **GENERAL PROVISIONS.**
- 12.01 **SEVERABILITY.** If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement 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 Agreement unenforceable.
- 12.02 **ASSIGNMENT.** Contractor shall not assign, transfer, or delegate any rights, obligations or duties under this Agreement without the Health District's prior written consent.
- 12.03 **USE OF NAME AND LOGO.** Contractor may not use the Health District's name or logo for any purpose without the Health District's prior written consent. Contractor agrees that Health District, in its sole discretion, may impose restrictions on the use of its name and/or logo. Health District retains the right to terminate, with or without cause, Contractor's right to use the Health District's name and/or logo.
- 12.04 **INTEGRATION CLAUSE.** This Agreement, including all Attachments hereto, as it may be amended from time to time, contains the entire agreement among the Parties relative to the subject matter hereof.
- 12.05 **PROPER AUTHORITY.** The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to

enter into this Agreement and that the Parties are authorized by law to perform the services set forth in the documents incorporated herein.

- 12.06 EXCLUSIVITY. This Agreement is non-exclusive and both Parties remain free to enter into similar agreements with third parties. Contractor may, during the term of this Agreement or any extension thereof, perform services for any other clients, persons, or companies as Contractor sees fit, so long as the performance of such services does not interfere with Contractor's performance of obligations under this Agreement, and does not, in the opinion of Health District, create a conflict of interest.
- 12.07 GOVERNING LAW. This Agreement and the rights and obligations of the Parties hereto shall be governed by and construed according to the laws of the State of Nevada, without regard to any conflicts of laws principles, with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Agreement.
- 12.08 INDEMNIFICATION. Parties do not waive any right or defense to indemnification that may exist in law or equity.
- 12.09 PUBLIC RECORDS. The Parties are public entities subject to Nevada's public records act pursuant to NRS Chapter 239. Accordingly, information or documents, including this Agreement and any other documents generated incidental thereto may be opened to public inspection and copying unless a particular record is made confidential by law or a common law balancing of interests.
- 12.10 NO PRIVATE RIGHT CREATED. The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement shall not be construed to create such status. The rights, duties, and obligations contained in the Agreement shall operate only between the Parties to this Agreement and shall inure solely to the benefit of the Parties determining and performing their obligations under this Agreement.
- 12.11 COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but which together shall constitute one instrument. Facsimile or electronic transmissions of documents and signatures shall have the same force and effect as originals.

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

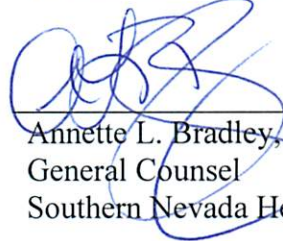
[SIGNATURE PAGE TO FOLLOW]

SOUTHERN NEVADA HEALTH DISTRICT

APPROVED AS TO FORM:

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

Date: _____



Annette L. Bradley, Esq.
General Counsel
Southern Nevada Health District

CITY OF HENDERSON

By: _____
Richard Derrick, City Manager

Date: _____

ATTEST:

By: _____
Sabrina Mercandante, MMC, City Clerk

Date: _____

APPROVED AS TO CONTENT:

By: _____
Michael Tassi, Community
Development and Services Department
Director

By: _____
Shari Ferguson, Parks and Recreation
Department Director

APPROVED AS TO FORM:

By: _____
Nicholas Vaskov, City Attorney

APPROVED AS TO AMOUNT:

By: _____
Jim McIntosh, Finance Director

ATTACHMENT A SCOPE OF WORK

Period of Performance: September 29, 2018 through September 28, 2019

- 1) Contractor's Parks and Recreation Department will:
 - 1.01 Engage a third-party consultant to conduct community outreach and stakeholder input necessary to complete a community walkability assessment within priority geographic areas.
 - 1.02 Work with consultant, Health District, and other stakeholders to:
 - a.) Conduct an assessment of park accessibility, giving precedence to parks in priority geographic areas to:
 - (i.) identify modifiable barriers, including street connectivity, sidewalk, trail, and trail infrastructure.
 - (ii.) develop recommendations to improve neighborhood access to parks with a goal of ensuring 10-minute walkable access to a park, green space or recreational facility.
 - (iii.) identify and recommend changes to necessary codes, guidelines and/or planning documents, which may include municipal codes, the Parks & Recreation Master Plan, Strategic Plan, Open Space and Trails Plan and the Master Bicycle and Trails Plan to support 10-minute walkable access and increased access to parks.
 - 1.03 Use the assessment findings to identify at least 3 projects to be prioritized to increase walkable access to parks in priority zip codes.
 - 1.04 Complete and submit monthly progress reports and participate in grant, project, and/or coalition meetings as appropriate.
- 2) Contractor's Community Development and Services Department will:
 - 2.01 Engage a third-party consultant to assist in completion of a market feasibility study in support of a mixed-use co-op grocery store in a priority geographic area.
 - 2.02 Work collaboratively with consultant, Health District, and other stakeholders including the Southern Nevada Food Council, to conduct research, gather community input, assess current conditions and complete the market feasibility study to further define need, obtain community interest and input, and identify desirable components of a food-based community space which may include other aspects of a mini-food hub including a demonstration kitchen, community garden, and indoor agriculture such as hydroponics or aquaponics.
 - 2.03 Share results with Health District to inform and support the next phase of the development effort.
 - 2.04 Complete and submit monthly progress reports and participate in grant, project and/or coalition meetings as appropriate.

**ATTACHMENT B
PAYMENT**

1) Budget Period: September 29, 2018 through September 28, 2019

1.01 Total Not-to-Exceed Amount: \$30,000.

Salary Reimbursement To support Contractor's Parks and Recreation Department staff working on the project which may include Park Planners, GIS analysts, or others working specifically on the walkability assessment project	\$11,592
Reimbursement for Third-Party Consultant Services <ul style="list-style-type: none">Community Engagement Contract (Walkability Assessment): \$8,408Market Feasibility Study Contract/Consultant: \$10,000	\$18,408
TOTAL NOT-TO-EXCEED AMOUNT	\$30,000

- 2) 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 3 of this Agreement and no payments shall be made in excess of the maximum allowable total for this Agreement.
- 3) Contractor will not bill more frequently than monthly for the term of the Agreement. The invoice will itemize specific costs incurred for each item as identified in the project budget period as shown above.
 - 3.01 Backup documentation including but not limited to invoices, receipts, monthly reports, proof of payments or any other documentation requested by Health District, is required, and shall be maintained by the Contractor in accordance with cost principles applicable to this Agreement.
 - 3.02 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.
 - 3.03 Cost principles contained in Uniform Guidance 2 CFR Part 200, Subpart E, shall be used as criteria in the determination of allowable costs.
- 4) Health District shall not be liable for interest charges on late payments.
- 5) In the event items on an invoice are disputed, payment on those items will be held until the dispute is resolved.