

Item #8-5B

**City of Carson City  
Agenda Report**

**Date Submitted:** Sept. 4, 2009

**Agenda Date Requested:**

September 17, 2009

**Time Requested:** Consent

**To:** Carson City Board of Supervisors

**From:** Carson City Health & Human Services

**Subject Title:** ACTION TO ADOPT A RESOLUTION ADOPTING AND APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE NEVADA DEPARTMENT OF HEALTH AND HUMAN SERVICES ON BEHALF OF THE IMMUNIZATION PROGRAM, AND CARSON CITY, A CONSOLIDATED MUNICIPALITY AND POLITICAL SUBDIVISION OF THE STATE OF NEVADA ON BEHALF OF THE CARSON CITY HEALTH AND HUMAN SERVICES DEPARTMENT TO PROVIDE FACILITY USE AND INFORMATION TECHNOLOGY SERVICES AND OTHER MATTERS PROPERLY RELATED THERETO.

**Staff Summary:** This action will allow Carson City Health and Human Services to assist the Nevada State Immunization Program in providing facility space and the information technology services for that space.

**Type of Action Requested:**

(check one)

Resolution

Ordinance

Formal Action/Motion

Other (Specify)

**Does This Action Require A Business Impact Statement:**  Yes  No

**Recommended Board Action:** I MOVE TO ADOPT A RESOLUTION ADOPTING AND APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE NEVADA DEPARTMENT OF HEALTH AND HUMAN SERVICES ON BEHALF OF THE IMMUNIZATION PROGRAM, AND CARSON CITY, A CONSOLIDATED MUNICIPALITY AND POLITICAL SUBDIVISION OF THE STATE OF NEVADA ON BEHALF OF THE CARSON CITY HEALTH AND HUMAN SERVICES DEPARTMENT TO PROVIDE FACILITY USE AND INFORMATION TECHNOLOGY SERVICES AND OTHER MATTERS PROPERLY RELATED THERETO.

**Explanation for Recommended Board Action:** This resolution illustrates Carson City's continued efforts to address public health matters within our community. In light of recent events with the H1N1 virus, and our upcoming influenza campaign activities, many community agencies have been met with challenges that arise out of the need to increase personnel for a short period of time. Data entry is an integral piece of our scheduled H1N1 activities and as a result, the Nevada State Health Division needs to provide workspace for up to 10 employees.

In addition to providing workspace of up to 950 square feet, the Interlocal Contract proposes to provide information technology (IT) services in this same location. The expenses for both the workspace and IT services will be reimbursed, by the State Health Division, on a monthly basis. The workspace proposed is currently vacant and, to our knowledge, there are no future proposals for its use. By entering into this agreement Carson City will continue to develop our partnership with the Nevada State Health Division, as well as assist our region to complete necessary activities during the H1N1 influenza campaign.

**Applicable Statute, Code, Policy, Rule or Regulation:**

**Fiscal Impact:** None

**Funding Source:** None

**Supporting Material:** Resolution and Agreement

**Prepared By:** Marena Works

**Reviewed By:**



\_\_\_\_\_  
(City Manager)  
  
(District Attorney)  
  
(Finance Director)

Date: 5-8-09

Date: 9-8-09

Date: 9/8/09

**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 NEVADA DEPARTMENT OF HEALTH AND HUMAN  
SERVICES FOR THE USE OF FACILITIES AND INFORMATION  
TECHNOLOGY SERVICES AND OTHER MATTERS PROPERLY  
RELATED.**

**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 the Nevada Department of Health and Human Services is an agency 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 providing agreed upon facility use and information technology services, desire to adopt and approve such contract as required by NRS 277.180. A copy of the Interlocal 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 use of facilities and information technology services, is hereby adopted and approved; and

**BE IT FURTHER RESOLVED** that the Interlocal Contract for the use of facilities and information technology 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 Nevada Department of Health and Human Services.

Upon motion by Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_, the foregoing Resolution was passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2009 by the following vote.

VOTE:      AYES:

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NAYS:

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ABSENT:

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ABSTAIN:

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Robert Crowell, Mayor  
Carson City, Nevada

ATTEST

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Alan Glover, Clerk  
Carson City, Nevada

## INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada  
Acting By and Through Its

Department of Health and Human Services  
Bureau of Child, Family and Community Wellness  
4150 Technology Way, Suite 101  
Carson City, NV 89709  
Telephone: 775-684-4032  
Fax: 775-684-8338

and

Carson City on behalf of Carson City Health and Human Services

900 E. Long Street  
Carson City, Nevada 89706  
Telephone: 775-887-2190  
Fax: 775-887-2248

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; and

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of [the State of Nevada];

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. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. CONTRACT TERM. This Contract shall be effective Upon approval by all parties to April 30, 2010, 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 30 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 State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or 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. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA: SCOPE OF WORK

7. CONSIDERATION. Carson City Health and Human Services agrees to provide the services set forth in paragraph (6) at a cost of \$1,287.50 per month with the installments payable: monthly not exceeding \$9,013.00 for the term of the contract. Any intervening end to an annual or biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

8. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.

9. 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 other party, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable 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 related to the work product 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 other party, the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, 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 by each party for a minimum of 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.

10. 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.

11. 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. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

12. 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.

13. INDEMNIFICATION. Neither party waives any right or defense to indemnification that may exist in law or equity.

14. 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.

15. 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.

16. 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.

17. 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.

18. OWNERSHIP OF PROPRIETARY INFORMATION. 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 (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.

19. 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.

20. 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.

21. 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).

22. 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 Nevada district courts for enforcement of this Contract.

23. 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 by the respective parties hereto, approved by the State of Nevada Office of the Attorney General.

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

Carson City, Nevada

Signature: Bob Crowell

Mayor, Carson City  
Date \_\_\_\_\_ Title \_\_\_\_\_

Attest

Signature: Alan Glover

Clerk/Recorder, Carson City  
Date \_\_\_\_\_ Title \_\_\_\_\_

Approved as to form

Signature: Melanie Bruketta

Carson City Deputy D.A.  
Date \_\_\_\_\_ Title \_\_\_\_\_

Nevada State Health Division

Signature: Richard Whitley

Administrator  
Date \_\_\_\_\_ Title \_\_\_\_\_

Nevada State Department of Health and Human Services

Signature: Michael J. Wilden

Director  
Date \_\_\_\_\_ Title \_\_\_\_\_

Signature – Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS  
On \_\_\_\_\_  
(Date)

Approved as to form by:

Deputy Attorney General for Attorney General, State of Nevada

On \_\_\_\_\_  
(Date)

**INTERLOCAL CONTRACT  
BETWEEN:  
NEVADA STATE HEALTH DIVISION  
AND  
The City of Carson City**

**ATTACHMENT AA: NEGOTIATED ITEMS**

Description of scope of work, services, deliverables and reimbursement

**The City of Carson City**, hereinafter referred to as Contractor, agrees to the following:

1. Provide 950 sqft of office space at 900 E. Long Street, Carson City, at a rate of \$1.25 sqft, for a total of \$1,187.50 per month for the period October 1, 2009 – April 30, 2010.
2. Provide for phone/data connections at a monthly rate of \$100 per month for the period October 1, 2009 - April 30, 2010.

- Payment will be made to Contractor at the rate of \$1,287.5 per month (not to exceed \$9013.00) for the term of the contract. This amount represents reimbursement for office space and phone/data connection costs. Installments shall be payable upon **monthly receipt and acceptance of Request for Reimbursement.**