

Item # 8-SA

**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 BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION ON BEHALF OF WESTERN NEVADA COLLEGE 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 A TRAINING SITE FOR THE COLLEGE'S NURSING STUDENTS AND OTHER MATTERS PROPERLY RELATED THERETO.

Staff Summary: This action will allow Carson City Health and Human Services to assist the Western Nevada College with its instructional program for the benefit of training nursing students in the field of public health. We will provide student nurses training in our family planning, immunization clinic and public health preparedness activities.

Type of Action Requested:

(check one)

Resolution
 Formal Action/Motion

Ordinance
 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 BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION ON BEHALF OF WESTERN NEVADA COLLEGE 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 A TRAINING SITE FOR THE COLLEGE'S NURSING STUDENTS AND OTHER MATTERS PROPERLY RELATED THERETO.

Explanation for Recommended Board Action: This resolution creates a partnership with Carson City Health and Human Services and Western Nevada College. By utilizing the student nurses, we will foster needed relationships with the Nevada System of Higher Education and take an active role in training future employees in the field of public health. A goal of CCHHS is to be a working/learning environment and partner with our community in ways that provide mutual benefit. The training of student nurses fits this goal.

Applicable Statute, Code, Policy, Rule or Regulation: NRS 277

Fiscal Impact: None

Funding Source: None

Supporting Material: Resolution and Agreement

Prepared By: Marena Works

Reviewed By:



(City Manager)
Marena Works

(District Attorney)
Daisy Paulson

(Finance Director)

Date: 9-8-09

Date: 9-8-09

Date: 9/8/09

Board Action Taken:

Motion: _____ 1) _____ Aye/Nay _____
2) _____

(Vote Recorded By)

RESOLUTION NO._____

**A RESOLUTION ADOPTING AND APPROVING AN INTERLOCAL
AGREEMENT BETWEEN THE BOARD OF REGENTS OF THE NEVADA
SYSTEM OF HIGHER EDUCATION ON BEHALF OF WESTERN NEVADA
COLLEGE 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 A TRAINING SITE FOR THE COLLEGE'S NURSING STUDENTS
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 Board of Regents of the Nevada System of Higher Education is a public agency of the State of Nevada; and

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 to provide a training site for the college's nursing students, desire to adopt and approve such contract as required by NRS 277.180. A copy of the contract is attached to this Resolution as Exhibit "A"; and

NOW, THEREFORE, BE IT RESOLVED that the terms and conditions of the Interlocal Contract to provide a training site for the college's nursing students is hereby adopted and approved; and

BE IT FURTHER RESOLVED that the Interlocal Contract to provide a training site for the college's students 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 the Board of Regents of the Nevada System of Higher Education.

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

VOTE: AYES:

NAYS:

ABSENT:

ABSTAIN:

Robert L. Crowell, Mayor
Carson City, Nevada

ATTEST

Alan Glover, Clerk
Carson City, Nevada

FACILITY USE AGREEMENT

This agreement, entered into this 31st day of August 2009, by and between the Board of Regents of the Nevada System of Higher Education, on behalf of Western Nevada College, hereinafter referred to as "College" and the Carson City Board of Supervisors on behalf of the Carson City Health Department Immunization Clinic, Carson City, Nevada, hereinafter referred to as "Carson City".

Whereas, Carson City is in possession of certain facilities located in Carson City, State of Nevada, more particularly described as follows: Carson City Health Department Immunization Clinic; and

Whereas, College desires to utilize the facilities for purposes of conducting the following course or program of instruction: Associate Degree Nursing Program; and

NOW THEREFORE, in consideration of Carson City's desire to assist College in its instructional program for the benefit of students, the mutual covenants and promises, by and between the parties hereto, as hereinafter set forth, it is agreed as follows:

1. Carson City allows the College to use the above-described facilities for purposes of conducting the above referenced course or courses during such time as the Carson City and the College jointly agree to schedule such course or courses of instruction.
2. Supervision of all students of College on Carson City premises shall be the responsibility of College personnel.
3. Students will be preceptorized one-to-one, by special arrangements with Carson City staff, or will be present for observational experience only.
4. College shall insure that College's students and instructional personnel comply with all policies and ethical standards of Carson City with respect to Carson City's clients and Carson City employees. In the event any Carson City employee has concerns or complaints regarding the behavior or conduct of any student or instructional personnel, the Carson City employee shall promptly report these concerns or complaints to the supervising college personnel. The supervisor shall promptly investigate and respond to the Carson City employee or the employee's supervisor within seven (7) business days.
5. In accordance with the limitations of NRS 41.0305 to NRS 41.039, Carson City shall, not excluding the College's right to participate, indemnify, defend and hold the College harmless from all actions, claims or demands and against all liability, loss, cost, attorneys' fees or other damages arising directly or indirectly out of an actual or alleged injury to a person or to property as an actual or alleged result of an act or omission of Carson City or any of its officers, agents or employees. Carson City's indemnity obligation is limited in accordance with NRS 41.035 and Carson City will assert the defense of sovereign immunity in all cases.
6. In accordance with the limitations of NRS 41.0305 to NRS 41.039, the College shall, not excluding Carson City's right to participate, indemnify, defend and hold Carson City harmless from all actions, claims or demands and against all liability, loss, cost, attorneys' fees or other damages arising directly or indirectly out of an actual or alleged injury to a person or to property as an actual or alleged result of an act or omission of the College or any of its officers, agents or employees. This obligation shall not be qualified or eliminated by an allegation or finding that Carson City is responsible for a passively negligent act or omission. College's indemnity obligation is limited in accordance with NRS 41.035 and College will assert the defense of sovereign immunity in all cases.
7. The number of students assigned by College to utilize Carson City's facilities shall be jointly determined by Carson City and College.

8. All reasonable efforts will be made by College to insure that College's students and instructional personnel comply with the health and immunization requirements for employees of the Carson City Health and Human Services, and the Nevada System of High Education Immunization Policy.
9. The instructional period for the above-referenced course or courses to be conducted in Carson City's facilities shall be from August 31, 2009 through August 30th, 2013.
10. Carson City agrees to furnish the space at no charge to the College.
11. College shall maintain, at its own cost and expense, professional liability insurance covering College as an entity and each of its provided employees and students against professional liability (malpractice) claims in the minimum amount of one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate. Evidence of such insurance shall be provided to Carson City upon request. This provision shall in no way be considered a waiver of College's right to raise the defense of sovereign immunity under NRS 41.035 to NRS 039, which right College specifically reserves. Torts claims against employees are limited to \$75,000 per cause by the provisions of said professional liability insurance and by NRS 41.035. College shall carry Worker's Compensation and Employer's Liability insurance as required by NRS 616B.627 or provide proof that compliance with the provisions of Nevada Revised Statutes, Chapters 616A-D and all other related chapters, is not required.
12. College shall comply with Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, and the Age Discrimination Act of 1975, Nevada Revised Statutes Chapter 613, and related regulations and assure that it does not and will not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, age, national origin or disability (including AIDS and AIDS related conditions, and all applicable policies of Carson City).
13. This agreement shall be in effect from and after the day and year first set forth above and shall terminate on August 30th, 2013, unless sooner terminated by either party upon 30 days written notice or by mutual agreement of the parties hereto.
14. Any notice required or permitted by this Agreement shall be in writing and shall be deemed given at the time it is deposited in the United States Mail, postage prepaid, addressed to the party to whom it is to be given as follows:

COLLEGE

Carol A. Lucey, President
Western Nevada College
2201 West College Parkway

CONTRACTOR

Carson City Health and Human Services
900 E Long St
Carson City, NV 89706-3129
(775) 887-2190
Carson City, Nevada 89703

This Agreement contains the entire agreement of the parties hereto and supersedes all prior agreements, contracts, and understandings.

IN WITNESS WHEREOF, the parties hereto have set their hands this year first set forth above at Carson City, Nevada.

The Board of Regents of the Nevada System of Higher Education on behalf of Western Nevada Community College

BY: _____
Carol A. Lucey, President,
Western Nevada Community College

DATE: _____

CARSON CITY, a Consolidated Municipality of the State of Nevada

BY: _____
Robert Crowell, Mayor

DATE: _____

BY: Marena Works
Marena Works, MSN, MPH, RN
Director, Carson City Health and Human Services
900 E Long St
Carson City, NV 89706-3129
(775) 887-2190

DATE: _____

APPROVED AS TO FORM:

BY: _____
Neil A. Rombardo
District Attorney

DATE: _____

ATTEST:

BY: _____
Alan Glover, Clerk Recorder

DATE: _____