

**City of Carson City
Agenda Report**

Date Submitted: December 7, 2010

Agenda Date Requested: December 16, 2010

Time Requested: Consent

To: Mayor and Supervisors

From: Purchasing and Contracts

Subject Title: Action approve Contract No. 1011-177 pursuant to NRS 332.115(1)(b); to find that Susan Pintar, M.D. is qualified to serve as the Carson City Health Officer; to appoint Susan Pintar, M.D. as the Carson City Health Officer pursuant to CCMC 9.01.030 to CCMC 9.01.050; to set the compensation of the Health Officer at a not to exceed amount of \$15,000.00 per calendar year, to paid in equal monthly payments of \$1,250.00 from January 1, 2011 through December 31, 2012, to be funded from the Health Administration Professional Services Fund as provided in FY 2010/2011. (*Sandy Scott-Fisher*)

Staff Summary: Susan Pintar, M.D. was appointed the City's Health Officer and said appointment must renewed every two (2) years, unless a successor has been qualified and appointed (NRS 438.290 and CCMS Section 9.01.040). Carson City Health and Human Services is confident that Dr. Pintar's experience, training, and commitment to public health will enable her to successfully provide this service for Carson City.

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 approve Contract No. 1011-177 pursuant to NRS 332.115(1)(b); to find that Susan Pintar, M.D. is qualified to serve as the Carson City Health Officer; to appoint Susan Pintar, M.D. as the Carson City Health Officer pursuant to CCMC 9.01.030 to CCMC 9.01.050; to set the compensation of the Health Officer at a not to exceed amount of \$15,000.00 per calendar year, to paid in equal monthly payments of \$1,250.00 from January 1, 2011 through December 31, 2012, to be funded from the Health Administration Professional Services Fund as provided in FY 2010/2011. (*Sandy Scott-Fisher*)

Explanation for Recommended Board Action: Pursuant to NRS 439.290 and 439.300 the Board of Supervisors must appoint a county health officer and set compensation for that position. This position would be paid for through the general fund. In appointing the health officer, the Board of Supervisors must consider the candidate's education in public health, his training, his experience, and his interest in public health and related programs. The term of Officer is for two (2) years or until a successor is appointed and qualified.

NRS 332.115 subsection 1(b), staff is requesting the Board of Supervisors declare that this contract is not adapted to competitive bidding and to award contract.

Applicable Statute, Code, Policy, Rule or Regulation: NRS 332.115 subsection 1(b), 439.280 and 439.290; CCMC 9.01.030 and 9.01.040.

Fiscal Impact: \$15,000.00 per calendar year

Explanation of Impact: Amount of contract

Funding Source: 101-6800-441-0309 Health Administration Professional Services Fund as provided in FY 2010/2011

Supporting Material: Contract No. 1011-177

Prepared By: Sandy Scott-Fisher, Purchasing and Contracts Coordinator

Reviewed By: *Marene Woods* Date: 12-7-10
(Health and Human Services)
[Signature] Date: 12/2/10
(City Manager)
[Signature] Date: 12/7/10
(District Attorney)
[Signature] Date: 12/7/10
(Finance Director)

Board Action Taken:

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

(Vote Recorded By)

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 1011-177

Titled: Health Officer

THIS CONTRACT, made and entered into this 1st day of January, 2011, by and between the City and County of Carson City, a political subdivision of the State of Nevada, hereinafter referred to as the "**CITY**", and Susan R. Pintar, MD hereinafter referred to as the "**CONTRACTOR**".

WITNESSETH:

WHEREAS, the Purchasing and Contracts Coordinator for the City and County of Carson City is authorized, pursuant to Nevada Revised Statutes Chapter 332 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

WHEREAS, it is deemed that the services of **CONTRACTOR** for **CONTRACT No. 1011-177 Health Officer** are both necessary and in the best interests of **CITY**; and

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1 **REQUIRED APPROVAL:**

1.1 This Contract shall not become effective until and unless approved by the Carson City Board of Supervisors.

2 **CONTRACT TERM:**

2.1 This Contract shall be effective from January 1, 2011, subject to Carson City Board of Supervisors' approval (anticipated to be December 16, 2010) to December 31, 2012, unless sooner terminated by either party as specified in **Section 7 Contract Termination**.

3 **NOTICE:**

3.1 Unless otherwise specified, termination shall not be effective until thirty (30) calendar days after a party has served written notice of default, or without cause upon the other party. 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 e-mail with simultaneous regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 1011-177

Titled: Health Officer

For P&C Use Only

CCBL expires _____

GL expires _____

AL expires _____

PL expires _____

WC expires _____

3.1.1 Notice to **CONTRACTOR** shall be addressed to:

Susan R. Pintar, MD
1100 Stagecoach Lane
Carson City, NV 89703
775-450-7882
susanpintar@yahoo.com

3.1.2 Notice to **CITY** shall be addressed to:

Carson City Purchasing and Contracts
Sandy Scott-Fisher, Purchasing and Contracts Coordinator
201 North Carson Street, Suite 3
Carson City, NV 89701
775-283-7137/ FAX 775-887-2107
SScott@carson.org

4 SCOPE OF WORK:

4.1 **CONTRACTOR** shall provide and perform the following services set forth in **Exhibit A** attached hereto and incorporated herein by reference for and on behalf of **CITY** hereinafter referred to as the "**SERVICES**".

4.2 **CONTRACTOR** represents that it is duly licensed by Carson City for the purposes of performing the **SERVICES**.

4.3 **CONTRACTOR** represents that it is duly qualified and licensed in the State of Nevada for the purposes of performing the **SERVICES**.

4.4 **CONTRACTOR** represents that it and/or the persons it may employ possess all skills and training necessary to perform the **SERVICES** described herein and required hereunder. **CONTRACTOR** shall perform the **SERVICES** faithfully, diligently, in a timely and professional manner, to the best of its ability, and in such a manner as is customarily performed by a person who is in the business of providing such services in similar circumstances. **CONTRACTOR** shall be responsible for the professional quality and technical accuracy of all **SERVICES** furnished by **CONTRACTOR** to **CITY**.