



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: June 16, 2016

Staff Contact: Nicki Aaker (naaker@carson.org)

Agenda Title: For Possible Action: Discussion and possible action to approve Resolution #_____, a resolution that replaces Resolution #2013-R-41, accepting an interlocal contract with Douglas County in the amount not to exceed \$270,636 for the period of July 1, 2016 - June 30, 2017, \$288,213 for the period of July 1, 2017 to June 30, 2018, and \$307,591 for the period of July 1, 2018 through June 30, 2019 to provide environmental health services in Douglas County, cover the expenses of the environmental health position(s) and the program, including supervision and Carson City overhead (human resources, fiscal and administrative).

Staff Summary: By entering into this Contract, Carson City will be able to provide Environmental Health Services for Douglas County to promote and maintain the health of the citizens of Douglas County.

Agenda Action: Formal Action/Motion

Time Requested: 15 min

Proposed Motion

I move to approve Resolution No: _____, a resolution that replaces Resolution #2013-R-41, accepting an interlocal contract with Douglas County in the amount not to exceed \$270,636 for the period of July 1, 2016 - June 30, 2017, \$288,213 for the period of July 1, 2017 to June 30, 2018, and \$307,591 for the period of July 1, 2018 through June 30, 2019 to provide environmental health services in Douglas County, cover the expenses of the environmental health position(s) and the program, including supervision and Carson City overhead (human resources, fiscal and administrative).

Board's Strategic Goal

Quality of Life

Previous Action

Resolution and Interlocal contract were previously approved on November 7, 2013.

Background/Issues & Analysis

Since December 1, 2013 Carson City Health and Human Services has been providing environmental health services (inspections of food establishments and public pools, etc. and administrative oversight) via the previously approved contract. The Douglas County environmental health services are carried out by the hiring of two (2) Environmental Health Specialists to conduct the field inspections and leveraging existing staff for administrative and technical oversight. This collaboration of services at a local level has allowed for a seamless operation for the general public.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 625.A requires the employment of a Registered Environmental Health Specialist to provide environmental health services in and for a County. 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.

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: Funds are budgeted in the Douglas County Environmental Health General Fund Account

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: Funds are budgeted in the Douglas County Environmental Health General Fund Account

Alternatives

Not to approve the interlocal contract which would result in CCHHS not providing environmental health services to Douglas County. A transition plan would need to be developed and implemented.

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(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 DOUGLAS COUNTY FOR ENVIRONMENT HEALTH SERVICES.

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 Douglas County is a political subdivision 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 environmental health services, 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 for the environmental health services in Douglas County, is hereby adopted and approved; and

BE IT FURTHER RESOLVED that the Interlocal Contract for environmental health 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 Douglas County.

Upon motion by Supervisor _____, seconded by
Supervisor _____, the foregoing Resolution was passed and
adopted this _____ day of _____, 2016 by the following vote.

VOTE: AYES:

NAYS:

ABSENT:

ABTAIN:

Robert Crowell, Mayor
Carson City, Nevada

ATTEST

Susan Merriwether, Clerk
Carson City, Nevada

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract for Environmental Health

Between

Carson City
Carson City/Carson City Health and Human Services
900 E. Long Street
Carson City, NV 89706
775-887-2190
Fax 775-887-2286

and

Douglas County
1594 Esmeralda Ave.
Minden, NV 89423
775-782-9821
Fax 775-782-6255

PURPOSE: Carson City will provide Environmental Health Services and Programs in accordance with local and State law for Douglas County.

WHEREAS, this Interlocal Contract Between Public Agencies (the “Contract”) is made and entered into by and between Carson City/Carson City Health and Human Services (also referred to as “**CCHHS**”) and Douglas County (“**Douglas County**”), both of which are political subdivisions of the State of Nevada, and are public agencies as defined by NRS 277.180. Carson City and **Douglas County** are at times collectively referred to hereinafter as the “Parties” or individually as the “Party”.

WHEREAS, NRS 277.180(1) provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the contracting agencies is authorized by law to perform; and

WHEREAS **CCHHS** recognizes the benefit of collaborating with adjoining county agencies to improve the quality of life, health, and social services in rural communities. As a collaborating partner, **CCHHS** recognizes the need for environmental health services and programs to reduce the burden of disease and ensure the public’s health and welfare in the community; and

WHEREAS, it is deemed that the services provided by **CCHHS** hereinafter set forth are both necessary to **Douglas County** and in the best

interests of the citizens of the State of Nevada; and

WHEREAS, NRS 277.180(3) provides that the authorized purposes for contracts made pursuant to NRS 277.180 include joint use of personnel, equipment and facilities for the promotion and protection of health, comfort, safety, life, welfare and property of the inhabitants of the counties and cities that are parties to the Contract; and

WHEREAS, by entering into this Contract the Parties will be able to provide greater services to residents as outlined in this agreement; and

NOW, THEREFORE, in consideration of the mutual promises and other good and valuable consideration, the receipt of which is hereby acknowledged the Parties mutually agree as follows:

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by an 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 to June 30, 2019, unless sooner terminated by either party as set forth in this Contract. If the governing body of either Party approves this Contract after July 1, 2016, the Contract shall be retroactive to July 1, 2016.
4. TERMINATION. This Contract may be terminated unilaterally by either Party, or by mutual consent of both Parties, prior to June 30, 2019, subject to the following:
 - a. If mutual termination is desired and agreed upon, the termination may happen as soon as both parties agree the Contract may be terminated.
 - b. If unilateral termination is desired by either Party, a Party must serve written notice of intent to terminate the contract upon the Department Director.
 - c. Except as set forth in paragraph (24), a unilateral termination shall not be effective until 90 days after a party has served written notice upon the other party.
 - d. Further, the requirement to perform the obligations of this contract are subject to the County appropriating the necessary funds to fulfill its obligations under the contract, and the City providing the necessary staff, equipment and materials as agreed. The Parties expressly agree that this Contract shall be terminated

immediately if for any reason federal, State, and/or local funding necessary 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, or mailed by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other Party at the address set forth above.

6. SERVICES TO BE PERFORMED. The Parties agree that the services to be performed shall be environmental health services and programs as required by the State of Nevada and local law, as described in the attached Exhibit "A" Scope of Work and incorporated herein.

7. CONSIDERATION. **CCHHS** agrees to provide Environmental Health Services and programs as set forth in paragraph 6 and **Exhibit A-Scope of Work to Douglas County** at a fee of \$270,636 for fiscal year July 1, 2016 – June 30, 2017; payable by **Douglas County** in quarterly installments not to exceed \$67,659, beginning October 1, 2016. **CCHHS** agrees to provide the services in paragraph 6 and Exhibit A-Scope of Work at a fee of \$288,213 for fiscal year July 1, 2017 – June 30, 2018; payable by **Douglas County** in quarterly installments not to exceed \$72,053, beginning October 1, 2017. **CCHHS** agrees to provide the services in paragraph 6 and Exhibit A-Scope of Work at a fee of \$307,591 for July 1, 2018 – June 30, 2019; payable by **Douglas County** in quarterly installments not to exceed \$76,898, beginning October 1, 2018. The above quarterly fees billed to the **Douglas County** will be for total actual costs incurred by **CCHHS** minus any revenues, costs or fees charged by **CCHHS** to individuals, businesses or other entities for services rendered. The consideration contemplated in this Paragraph is intended to cover the costs of environmental health positions(s), and program costs, including supervision and **CCHHS** overhead (human resources, fiscal and administrative) in relation to services provided to **Douglas County**.

Requests for payment shall be submitted no later than fifteen (15) days after the end of each quarter and must include a detailed summary of the expenditures reported in a form that supports the approved budget. Specifically, **CCHHS** agrees to provide with each request for payment a schedule of actual expenditures for the period, actual revenues, costs or fees collected, cumulative total expenditures for the entire contract, and a comparison of cumulative total expenditures to the approved budget.

If the annual costs exceed the estimated contract amounts for the performance of the Environmental Health Services and program, **CCHHS** reserves the right to request an emergency amendment of the contract to recoup costs from **Douglas County**. **Douglas County's** Community Development Director may approve and sign a written emergency amendment which does not exceed 10% of the total fiscal year amount.

8. ASSENT. The Parties agree that the terms and conditions listed on incorporated Exhibits 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. BOOKS & RECORDS, INSPECTION & AUDIT, RETENTION & DISPUTES

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 State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal 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 environmental health services, programs or 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 to any Party.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years and for five (5) years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. The retention time shall be extended when an audit is scheduled to occur or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

d. Disputes. If an irresolvable dispute between **CCHHS** and **Douglas County** arises regarding actual costs incurred or expended, or revenues, costs, or fees charged by **CCHHS** for services rendered pursuant to this contract, the dispute shall be resolved by binding arbitration, pursuant to the Nevada Arbitration Rules then in effect. The parties agree that any such arbitration proceeding shall be conducted in Carson City.

10. BREACH; REMEDIES. Failure of either Party to perform any obligation of this Contract shall be deemed a breach of the Parties' agreement. 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's reasonable attorneys' fees and costs incurred. It is specifically

agreed that reasonable attorneys' fees shall include, without limitation, \$125 per hour for attorneys employed by the Parties.

11. 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, 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.

12. LIMITED LIABILITY. The Parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Both Parties agree that they will not seek punitive damages nor shall punitive damages be awarded to either Party. Nothing contained in this Contract is intended to convey any rights or to create a contractual relationship with any third party or to otherwise allow a third party to assert a cause of action against either **CCHHS** or **Douglas County**.

13. INDEMNIFICATION.

a. To the fullest extent of limited liability as set forth in paragraph (12) of this Contract, each Party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other Party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the Party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

b. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying Party within 30 days of the indemnified Party's actual notice of any actual or pending claim or cause of action. The indemnifying Party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified or arbitration with legal counsel of its own choice.

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 competent jurisdiction, then this Contract 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 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 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 statutory law, common law, or any privilege.

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 are authorized by Nevada law to perform the Environmental Health Services and programs as described in paragraph (6) and Exhibit A.

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 Ninth Judicial District Court in and for Douglas County, State of Nevada for enforcement of this Contract, with the exception of the dispute and arbitration clause referenced in 9(d) above.

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 Parties, excluding the emergency amendment of section 7.

24. STANDARD OF CARE. **CCHHS** will perform all services in a manner consistent with any applicable licensing or professional rules and with that level of care and skill ordinarily exercised by other members of the profession currently practicing under similar conditions. **Douglas County** reserves the right to immediately terminate this Contract upon any illegal, unethical or negligent act, as determined and substantiated in the sole discretion of **Douglas County** by **CCHHS** or any of its employees, agents or contractors. If any such termination occurs and **CCHHS** disagrees with **Douglas County's** discretionary determination that **CCHHS** conducted its operations in an illegal, unethical, or negligent act, **CCHHS** reserves the right to dispute the determination made by **Douglas County** through arbitration and/or litigation. If **CCHHS** is successful, **Douglas County** agrees the termination will be treated as a unilateral breach of contract by **Douglas County**.

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

CARSON CITY

Robert Crowell, Mayor (Date)

Attest:

By: _____
Susan Merriwether, Carson City Clerk/Recorder

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

DOUGLAS COUNTY

Doug N. Johnson, Chairman (Date)
Douglas County Board of Commissioners

Attest:

By: _____
Kathy Lewis, Douglas County Clerk/Treasurer

EXHIBIT A-Scope of Work Environmental Health Services and Programs

Douglas County agrees to provide, a location which includes utilities (electric, gas, janitorial services, water, telephone), where a client may be seen in **Douglas County** for the purposes of this agreement. **Douglas County** will provide IT support and any necessary supplies needed to operate the programs.

SCOPE OF WORK: ENVIRONMENTAL HEALTH SERVICES

1. **CCHHS** agrees to:

1.1. **CCHHS** shall employ Registered Environmental Health Specialist(s) pursuant to NRS 625A to provide Environmental Health Services in and for **Douglas County** in accordance with State and local requirements.

1.2. Environmental Health Services shall include the following:

- 1.2.1. Promoting and maintaining the health of the citizens of **Douglas County**.
- 1.2.2. Providing health education for individuals and the community.
- 1.2.3. Regulatory activities associated with food establishments pursuant to NRS 446.
- 1.2.4. Regulatory activities associated with sanitation programs pursuant to NRS 444.
- 1.2.5. Regulatory activities associated with bottled water pursuant to NRS 445A.
- 1.2.6. Regulatory activities associated with meat and poultry pursuant to NRS 583.
- 1.2.7. Regulatory activities associated with food, drugs and cosmetics pursuant to NRS 585.
- 1.2.8. Regulatory activities associated with public accommodations pursuant to NRS 447.
- 1.2.9. Complaint investigation of permitted establishments.

2. Environmental Health Documentation:

2.1. **CCHHS** will maintain a record of inspections conducted and services provided in **Douglas County**.

2.2. A registered environmental health specialist(s) will provide inspection reports when requested by **Douglas County** or citizens of **Douglas County**.

3. **CCHHS** shall provide:

3.1. For the payment of all salary, fringe benefits and travel for the environmental health specialist(s), selected supplies and forms, selected licenses, certifications and continuing education units.

3.2. An electronic inspection system, administration for the system, licensing, connectivity and maintenance for the system.

3.3. **CCHHS** and its employees, agents or contractors shall have the authority to enforce all applicable **Douglas County** codes, regulations and administrative fee requirements and State public health law and regulations.

3.4. There may be times **Douglas County** residents will be asked to be seen at the **CCHHS** location at 900 E Long Street; Carson City, Nevada. However, **CCHHS** will first attempt to provide all service to **Douglas County's** clients within the county with a majority of services provided in **Douglas County**.

4. **CCHHS** and **Douglas County** agree to explore and implement if possible the following:

4.1. Transition of billing for annual permits from **CCHHS** to **Douglas County**.

4.2 Transition of contract services provided by **CCHHS** to a direct service by **Douglas County**.