

TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH **DATE:** February 28, 2013

RE: *Approval of Interlocal Agreement between the Clark County School District and the Southern Nevada Health District*

PETITION #03-13

That the Southern Nevada District Board of Health *approve the Interlocal Agreement between the Clark County School District (CCSD) and the Southern Nevada Health District (SNHD) to provide services to support the Clark County Schools – Community Transformation Grant (CTG) awarded to CCSD by the Centers for Disease Control and Prevention (CDC).*

PETITIONERS:

Deborah M. Williams, MPA, MPH, CHES, ODCPHP Manager *DMW*
Thomas R. Coleman, MD, MS, Director of Community Health *JRC*
Mars P. Patricio, Jr., Finance Manager *JJP*
John P. Middaugh, MD, Interim Chief Health Officer *JRC on behalf of JPM*

DISCUSSION:

Research has shown that implementing policy, systems, and environmental changes, such as improving physical education in schools, improving safe options for active transportation, providing access to nutritious foods, and other broad-based policy change strategies, can result in positive behavior changes related to physical activity, nutrition, and tobacco use, which positively impact multiple chronic disease outcomes.

CCSD invited the SNHD Office of Chronic Disease Prevention and Health Promotion (ODCPHP) to become a key community partner for inclusion in the CTG grant application submitted by CCSD and funded through a competitive application process. The purpose of this grant is to create healthier environments for CCSD students in schools and in community venues frequented by students through sustainable, proven, population-based approaches such as broad-based policy, systems, organizational, and environmental changes in schools and communities to promote physical activity, improve nutrition, and reduce rates of obesity. The funder, the Centers for Disease Control and Prevention (CDC), requires grantees to focus on implementing broad-based policy changes that are included in the approved project work plan referred to by CDC as the Community Transformation Implementation Plan (CTIP).

DISCUSSION (cont.):

SNHD is petitioning the Board to execute this Interlocal Agreement with CCSD to support ODCPHP implementation of the community-based portion of the CTIP. SNHD staff will work with community partners to encourage policy, systems, and environmental changes that will increase opportunities for physical activity, increase availability of healthy food options, and decrease exposure to tobacco and secondhand smoke in community venues frequented by students and their families.

FUNDING:

CCSD will reimburse SNHD for expenses incurred during the period of March 15, 2013 through September 29, 2014 for implementation of activities included in the CTIP up to \$1,191,747. That total will include salaries (\$402,827), operations (\$60,910), and contractual (\$728,010) for those contractors listed in the project budget approved by CDC and CCSD. No new positions will be created at SNHD to support this project.

**INTERLOCAL AGREEMENT
BETWEEN CLARK COUNTY SCHOOL DISTRICT AND
SOUTHERN NEVADA HEALTH DISTRICT**

This Interlocal Agreement ("Agreement") is entered into and made by and between the Clark County School District ("CCSD") a political subdivision of the State of Nevada, and the Southern Nevada Health District ("SNHD"), also a political subdivision of the State of Nevada (collectively, the "Parties").

WITNESSETH

WHEREAS, Nevada Revised Statutes ("NRS") 277.180 provides that two or more public agencies (which includes political subdivisions) may enter into an interlocal agreement for the performance of any governmental service, activity, or undertaking which any of said agencies is authorized by law to perform;

WHEREAS, both the CCSD and SNHD desire to enter into this Interlocal Agreement pursuant to NRS 277.180 for the provision of health promotion/disease prevention education services to students and CCSD staff, which may include components of the Community Transformation Grants-Small Communities Program or other community health programs as mutually agreed upon;

WHEREAS, CCSD and SNHD agree that SNHD may expect reimbursement for costs incurred through the project activities during the project period for activities approved by the Centers for Disease Control and Prevention (CDC) federal project officer, up to the budget limit approved by the federal project officer.

NOW, THEREFORE, in consideration of the above recitals, the Parties hereto agree to the following:

I. SCOPE OF WORK

SNHD will coordinate community-based activities that will support and complement policy, systems and environmental changes being implemented within CCSD. SNHD will help ensure implementation of population-based, evidence based strategies based in public health science at locations in the community, especially those frequented by students, to complement and reinforce the healthy behaviors being supported within CCSD. SNHD will leverage partnerships and successes and lessons learned through the Communities Putting Prevention to Work grant and subcontract with community partners to foster community support for health choices. Activities will focus on creating increased opportunities for physical activity, increased availability of healthy food choices and increased opportunities to avoid exposure to tobacco products. SNHD staff will coordinate and monitor local efforts to support CCSD activities and provide ongoing technical assistance for contracted and other community partners. (See also Attachment A, CTIP Overview of Objectives)

Anticipated community partners:

- American Lung Association
- Rescue Social Change Group
- Regional Transportation Commission
- Media Firm (selected by RFP)
- City of Henderson
- City of Las Vegas
- City of North Las Vegas

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Outside Las Vegas Foundation
UNLV
Flaghouse
Molly Michelman, Registered Dietician
Angie Markle, Graphic Artist
Southern Nevada Public Television

II. USE OF PREMISES

This Agreement is the controlling document. SNHD's use of SCHOOL PROPERTY is subject to this Agreement, the requirements of Chapter 277 of the NRS, and CCSD Regulation 3613 Sections II through VII.

As long as the presence of SNHD or its subcontractors is incidental in nature (e.g., participating in a student assembly or school program), no additional paperwork is required. Should a permanent or regularly scheduled site or presence be established on CCSD property (e.g., weekly or monthly at a particular site), SNHD or its subcontractors will be instructed to complete the CCF-410.

III. SNHD AGREES TO:

a. Services and Work Scope

- i. Implement and complete mutually agreed upon action steps and objectives as outlined in the Community Transformation Grant ("CTG") application. (See Attachment A)
- ii. Coordinate with CCSD in order to meet the objectives of this Agreement and the Program.

b. Method of Accountability

- i. SNHD will submit monthly programmatic and financial reports to CCSD. SNHD will require similar reports from subcontractors and will include that information in reports submitted to CCSD. The CCSD program manager will review programmatic and financial reports to ensure the contractor is consistent with project deliverables. Monthly invoices will be approved by CCSD program and fiscal staff. Programmatic site visits and fiscal monitoring by CCSD staff will occur regularly.
- ii. Expenses incurred by SNHD are the responsibility of SNHD and only approved line items expended to meet the objectives of the grant program are eligible for reimbursement up to the funding limit per the federally approved budget. (See Attachment B, SNHD Contract Budget)

c. Staffing

- i. Facilitate staffing for the provision of services. Staff may include SNHD employees or third party staff facilitated by SNHD. SNHD will be responsible for any third party staff and volunteers and is solely responsible for any applicable laws, regulations, taxes, and insurance requirements, including but not limited to: payroll taxes, workers' compensation, unemployment, and liability insurance.
- ii. Designate a project manager who will coordinate, implement, and supervise program components.

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- iii. The designated program manager will review programmatic and financial reports of the community partners/subcontractors to ensure the partners/subcontractors are consistent with project deliverables.
 - iv. SNHD hereby acknowledges and agrees that the CCSD has no responsibility or obligation to these community partners.
- d. **Operating Schedule**
Contact the CCSD CTG Project Director prior to scheduling any after-hours events at CCSD sites for approval of type of event and site selection and work with the CCSD Facilities Department to facilitate scheduling. Provide notice of events scheduled at schools to the CCSD CTG Project Director at least two weeks prior to the event.
- e. **Publicity**
Provide notice to the CCSD CTG Project Director of any publicity taking place at, or referring to, the services/operations within 24 hours of the event.
- f. **Supplies**
Responsibility for obtaining and maintaining supplies for services provided under this Agreement.
- g. **Data**
- i. De-identified aggregate data from the project will be compiled and evaluated by administrators of the Program. The de-identified aggregate data will be available to assist the CTG Leadership Team, SNHD administration, CCSD partnership administration, educators, community leaders, policy makers, and other responsible parties in their efforts to achieve the grant objectives.
 - ii. Provide an annual written report or exchange of data to CCSD including: information needed to make complete periodic reports as determined by the CDC program officer and federal grant award agreement. The annual written report will be limited to de-identified data, and will not contain personally identifiable student information.
- h. **Evidence of Insurance**
- i. Provide evidence of SNHD's general liability self insurance program coverage.
 - ii. Provide evidence that it is a self-insured employer for worker's compensation purposes.
 - iii. Each party will respond in tort in accordance with NRS Chapter 41.
 - iv. Each party shall also maintain protection (insurance or approved self-insurance) for liability arising in other legal jurisdictions, including federal courts, in which the statutory tort caps of NRS Chapter 41 would not apply.
 - v. SNHD will supply insurance coverage verification of all self insurance coverage once per year to: CCSD CTG Project Director's Office, Risk Management, and the Accounting Department.
- IV. **CCSD AGREES TO:**
- a. **Services and Work Scope**

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- i. Coordinate with SNHD in order to meet the objectives of this Agreement and the Program.
 - ii. Assist the program personnel in the development of a workable schedule to facilitate project objectives.
 - iii. Distribute project materials and/or flyers.
 - b. Funding and Reimbursement
 - i. CCSD will review monthly invoices for approval by CCSD CTG Project Director, the FADA staff, and GDA Grant Coordinator.
 - ii. All expenses must align with the limits and purposes of funding as approved by the CDC Federal Project Officer.
 - c. Publicity

CCSD will provide notice to the SNHD CTG Project Director of any publicity taking place at CCSD, or referring to, the services/operations provided under this Interlocal within 24 hours prior to the event.
 - d. Data

No personally identifiable student information will be shared with SNHD. To the extent student data is shared with SNHD, it will only be aggregate/statistical data.
- V. ALL PARTIES MUTUALLY AGREE:
 - a. The Parties agree that the work and expenses conducted under this Agreement will match the Federal Awarded Project Period.
 - b. This Agreement shall commence on the last date any authorized signatory affixes his/her signature below (the "Effective Date"). This Agreement shall expire on September 30, 2014, unless sooner terminated by any of the Parties as set forth in Section XI.
 - c. The Parties agree that the laws of the State of Nevada shall govern the validity, construction, interpretation, and effect of this Agreement. Any and all disputes arising out of or in connection with this Agreement shall be litigated only in a court of competent jurisdiction in Clark County, State of Nevada, and the Parties hereby expressly consent to the jurisdiction of said court.
 - d. The terms and conditions of this Agreement may be amended only by written instrument executed by each of the Parties. No portion of this Agreement may be assigned, in whole or in part, by any party hereto without the prior written consent of the other Parties.
- VI. INDEMNITY

Each party shall be responsible for its own negligence subject to the limitations on liability provided under Nevada Revised Statutes, Chapter 41, and, to the same degree, shall hold harmless and indemnify the other party, its governing board, individual members thereof, and/or all employees for any and all losses, damages, harm, liability, cost or expense, financial or otherwise, resulting or arising from, during, or as a result of its activities or the acts or omissions of its own employees pursuant to this Agreement. The Parties agree that in the event of a dispute, each party will bear its own costs of litigation and attorneys' fees.

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VII. THIRD PARTY DISCLAIMER

This Agreement is made for the benefit of the parties to the Agreement, and not for any outside party.

VIII. LEGAL RELATIONSHIP

This Agreement does not constitute a partnership, joint venture, co-op, or other legal business relationship (other than being a PARTY to this Agreement) between the SNHD and CCSD. 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. Each Party is solely and entirely responsible for its acts and the acts of its employees during the performance of this Agreement. No employee or agent of either Party is entitled to any of the benefits provided by the other Party to its employees or agents.

IX. ASSIGNMENT

SNHD may not assign its contractual responsibilities without the CCSD's consent.

X. SEVERABILITY OF TERMS

It is not the intent of the Parties to violate any laws of the State of Nevada or of the United States. All Parties agree that in the event any provision of the Agreement is held by a court of competent jurisdiction to be in contravention of such laws, all Parties will enter into immediate negotiations thereon. The remainder of the Agreement shall remain in full force and effect.

XI. CONDITIONS OF TERMINATION

a. Early Termination

This Agreement may be terminated, without cause or penalty, by either SNHD or CCSD by providing 30 days written notice, certified mail, return receipt requested to the other party.

b. Notices

All legal notices required pursuant to this Agreement shall be in writing. Any notice required to be given under the terms of this Agreement shall be deemed to have been given when (i) received by party to whom it is directed by hand delivery or personal service, (ii) sent by U.S. mail via certified mail-return receipt requested at the following address:

Clark County School District
Curriculum and Professional Development
3950. S. Pecos McLeod
Las Vegas, Nevada 89121
Attn: Mary Pike

Southern Nevada Health District
Office of Chronic Disease Prevention
400 Shadow Lane STE 101
Las Vegas, NV 89106
Attn: Deb Williams

XII. ENTIRE AGREEMENT

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This Agreement expresses the full and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous proposals, agreements, representations and understandings, whether written or oral, with respect to the subject matter. This Agreement may not be modified or amended except by a writing that explicitly refers to the amendment of this Agreement and that is signed by authorized representatives of both parties.

In Witness Whereof, the Parties hereto have caused this Interlocal Agreement to be signed and intend to be legally bound thereby

SOUTHERN NEVADA HEALTH DISTRICT

Approved:

Dr. John P. Middaugh
Interim Chief Health Officer

Approved as to Form:

Annette L. Bradley, Esq.
General Counsel

CLARK COUNTY SCHOOL DISTRICT

Approved:

Dwight Jones
Superintendent of Schools

Approved as to Form:

Carlos McDade
General Counsel