






TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH **DATE:** April 28, 2016

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

PETITION #16-16

That the Southern Nevada District Board of Health *approves Interlocal Agreement between the Clark County Fire Department and the Southern Nevada Health District.*

PETITIONERS:

Jacqueline Reszetar, *Director of Environmental Health* 
Andrew J. Glass, FACHE, MS, *Director of Administration* 
Joseph P. Iser, MD, DrPH, MSc, *Chief Health Officer* 

DISCUSSION:

The Clark County Fire Department has entered into a grant agreement with the State of Nevada, Department of Public Safety, for participation in the FY 2015 Federal Emergency Management Agency Public Assistance Grant funds. The grant funds are for reimbursement for expenses for personnel and materials costs for support of the September 2014 Moapa area flooding event.

FUNDING:

Clark County Fire Department will reimburse Health District \$4,256.10 for costs incurred during the 2014 Moapa area flooding event for payroll and materials expenses for mosquito traps on a reservation.

**INTERLOCAL AGREEMENT
BETWEEN CLARK COUNTY FIRE DEPARTMENT AND
THE SOUTHERN NEVADA HEALTH DISTRICT**

WHEREAS, Clark County, Nevada (the "County"), has entered into a grant agreement with State of Nevada, Department of Public Safety for participation in the FY 2015 Federal Emergency Management Agency Public Assistance Grant funds; and

WHEREAS, the Southern Nevada Health District (the "Subrecipient"), located at 280 S. Decatur Blvd Las Vegas, Nv 89107 will be reimbursed for expenses relating to support of the September 2014 Moapa area flooding event.

WHEREAS, the 2015 FEMA Public Assistance Grant funds (the "Funds") are reimbursement to the Subrecipient, for expenses for personnel and material costs for support of the September 2014 Moapa area flooding event outlined in Exhibit "A", "Expenditures Eligible for Reimbursement"; and

WHEREAS, NRS 277.180 permits one or more public agencies to contract with any one or more public agencies to perform any governmental service, activity or undertaking that any of the public agencies entering into the contract is authorized to perform by law.

NOW, THEREFORE, in accordance with NRS 277.180 and related regulations, the parties hereto agree as follows:

- 1. The County, through its Office of Emergency Management and Homeland Security, ("OEMHS") shall provide to Subrecipient a maximum of FOUR THOUSAND AND TWO HUNDRED FIFTY SIX DOLLARS (\$4,256.10) from fiscal year 2015 funds from the FEMA Public Assistance Grant Funds.**
- 2. Subrecipient will provide OEMHS with documentation supporting any and all requests for payment of expenses against the funds encumbered, and will provide any additional documentation requested by OEMHS that may be required in the administration of the grant funds.**
- 3. Regardless of any termination of this agreement, Subrecipient shall comply with all Federal laws and regulations associated with the receipt of the grant funds as a Subrecipient of such funds for the project identified in this Contract. See Exhibit "B" for State and Federal Assurances required under this Contract.**
- 4. It is specifically understood and agreed by Subrecipient that the County shall not be obligated to pay any monies to Subrecipient hereunder and hereafter in the event that such Federal funds for any reason are terminated or withheld from the County or are otherwise not forthcoming, and in such event, County may terminate this Contract.**
- 5. This Contract shall take effect on the date of execution by both parties and shall continue in force and effect until terminated as delineated below:**

- a. **This Contract shall be completed by September 30, 2016 and shall be deemed terminated on September 30, 2016.**
 - b. **May be terminated by any party, for any reason with written notice of at least 60 days.**
 - c. **In accordance with Section 5 above.**
6. **This Contract and its attachments constitute the entire understanding of the parties concerning the subject matter hereof. This contract may be amended solely by means of written agreement signed by both parties.**
7. **Subrecipient shall agree to provide evidence of financial accountability. A copy of subrecipient's most recent single audit report (OMB 2 C.F.R. 200.500) or a letter stating that subrecipient expended less than \$750,000 of Federal funds during the reporting period must be submitted to Clark County. Letters should be addressed to: Karen Taylor, Administrative Specialist, and Clark County Office of Emergency Management & Homeland Security. The Subrecipient shall allow Clark County Office of Emergency Management and Homeland Security to monitor annually all activities relating to this funding to maintain compliance to all federal OMB requirements and state grant guidance.**
8. **Subrecipient shall be responsible for the negligent acts of its employees, officers and agents/vendors in the administration of this agreement.**
9. **Nothing herein shall be construed to create an employer/employee relationship.**
10. **This Agreement shall not be construed as, or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have a right of action hereunder.**
11. **Audit Requirements with Subrecipients Receiving Awards from County**
 - a. **The Subrecipient must comply with all applicable federal and state grant requirements including The Single Audit Act Amendments of 1996; 2 CFR Part 200 as amended; and any other applicable law or regulation, and any amendment to such other applicable law or regulation that may be enacted or promulgated by the federal government.**
 - b. **If the Subrecipient is a local government or non-profit organization that expends \$750,000 or more in federal awards during its fiscal year, the Subrecipient is required to provide the appropriate single or program-specific audit in accordance with provisions outlined in 2 CFR Part 200.501.**

- c. **If the Subrecipient expends total federal awards of less than the threshold established by 2 CFR 200.501, it is exempt from federal audit requirements for that year, but records must be available for review or audit by appropriate officials (or designees) of the federal agency, pass-through entity, and Government Accountability Office (“GAO”).**
 - d. **The Subrecipient must send a copy of the confirmation from the Federal Audit Clearinghouse to (contact email address) the earlier of 30 calendar days after receipt of the auditor’s reports or nine months after the end of the audit period.**
 - e. **The Subrecipient is responsible for obtaining the necessary audit and securing the services of a certified public accountant or independent governmental auditor.**
 - f. **Audit documentation and audit reports must be retained by the Subrecipient’s auditor for a minimum of five years from the date of issuance of the audit report, unless the Subrecipient’s auditor is notified in writing by the County, the cognizant federal agency for audit, or the oversight federal agency for audit to extend the retention period. Audit documentation will be made available upon request to authorized representatives of the County, the cognizant federal agency for audit, the oversight federal agency for audit, the federal funding agency, or the GAO.**
12. **CONFIDENTIALITY. No protected health information as that term is defined in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended, or personally identifiable information will be shared with Subrecipient during the course of this Agreement. Accordingly, no Business Associate Agreement is required.**
13. **NON-DISCRIMINATION. As an Equal Opportunity Employer, Subrecipient has an ongoing commitment to hire, develop, recruit and assign the best and most qualified individuals possible. Subrecipient employs employees without regard to race, sex, color, gender identity or expression, religion, age, ancestry, national origin, marital status, status as a disabled veteran, or veteran of the Vietnam era, disability, sexual orientation, gender identity or expression. Subrecipient will comply with all state and federal employment discrimination statutes, including but not limited to Title VII and the American with Disabilities Act.**
14. **GOVERNING LAW. This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to the laws of the State of Nevada, with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Agreement.**
15. **PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents, including this Agreement, and any other documents generated incidental**

thereto may be opened by the Parties to public inspection and copying. The Parties will have a duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

DRAFT

ENTERED INTO this _____ day of _____, 2016.

ATTEST:

CLARK COUNTY

By: _____
Lynn Marie Goya, County Clerk

By: _____
Steve Sisolak, Chair
Board of County Commissioners

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Carolyn Campbell, Deputy District Attorney

Date: _____

SOUTHERN NEVADA HEALTH DISTRICT

By: _____
Joseph P Iser, MD, DRPH, MSc
Chief Health Officer

Date: _____

APPROVED AS TO FORM:

By: _____
Annette L. Bradley, Esq.
General Counsel

Date: _____

Exhibit "A"

**EXPENDITURES ELIGIBLE FOR REIMBURSEMENT
SOUTHERN NEVADA HEALTH DISTRICT
FY15 FEMA PUBLIC ASSISTANCE GRANT
CFDA#97.036**

Southern Nevada Health District:

Payroll Expenses and Materials for mosquito traps on reservation	\$4,256.10
Total	\$4,256.10
Total Requesting	\$4,256.10

(Continued)
Exhibit "A"

SOUTHERN NEVADA HEALTH DISTRICT
FY 15-FEMA PUBLIC ASSISTANCE GRANT

1. Clark County will provide **FOUR THOUSAND AND TWO HUNDRED AND FIFTY SIX DOLLARS** (\$4,256.10) in fiscal year 2015 FEMA Public Assistance Grant, to reimburse the payroll expenses and materials for mosquito traps on reservation.

2. Sub recipient will provide notice to Clark County Office of Emergency Management and Homeland Security of any desired program changes for which fiscal year 2015 FEMA Public Assistance Grant funding are allocated under the provisions of this interlocal agreement. Any substantive changes shall be done by amendment to this agreement.

EXHIBIT "B"

LOCAL, STATE and FEDERAL ASSURANCES

Clark County Emergency Management & Homeland Security Financial and Project Activity Assurances

Upon acceptance of funding from the Clark County OEMHS the lead governmental unit hereby agrees to the following financial and project activity assurances governing the transfer of funds.

1. A quarterly Financial Report shall be submitted to Clark County Emergency Management & Homeland Security (OEMHS) no later than 15 days following the close of the quarter. Unless approved by Clark County OEMHS, late reports could delay reimbursement.
2. The final Financial Report must be submitted to Clark County OEMHS no later than 30 days following the end of the grant period. Unless approved by Clark County OEMHS, late reports could result in non-payment of final claim.
3. The Clark County OEMHS retains the right to terminate this contract for cause at any time before completion of the program when it has determined that the subgrantee has failed to comply with the conditions of this agreement.
4. Financial management must comply with the requirements of OMB 2 C.F.R. Part 200, whichever is applicable to your organization.
5. All grant expenditures are to be reasonable and allowable in accordance with OMB 2 C.F.R Part 200, whichever is applicable to your organization, and which are incorporated into this agreement by reference.
6. All grant expenditures are to be made in accordance with the interlocal contract. Modifications must be requested and approved in advance by submitting a Project Change Request form to Clark County OEMHS.
7. Grant revenue and expenditure records must be maintained and made available to the Clark County OEMHS for audit.
8. Subgrantees shall comply with the audit requirements of the Single Audit Act Amendment of 1986 and OMB 2 C.F.R. 200, which is incorporated into this agreement by reference, to include the required submission of the most recent annual independent audit.
9. Subgrantees that are institutions of higher education, hospitals or other non-profit organizations shall comply with the audit requirements of OMB 2 C.F.R 200.
10. Required documentation for the performance of internal audits must be provided to the Clark County OEMHS within 30 days of request. Grant closeout is contingent upon OEMHS audit and resolution of any discrepancies
11. The subgrantee agency is required to submit quarterly financial and project activity reports to Clark County OEMHS. Due dates for those reports are as follows:

- January 15** - (for reporting period October 1 to December 31)
- April 15** - (for reporting period January 1 to March 30)
- July 15** - (for reporting period April 1 to June 30)
- October 15** - (for reporting period July 1 to September 30)

The reports should be completed in accordance with the following format and standards:

12. **Project Activity Report** – A narrative status report describing program accomplishments with respect to meeting stated objectives and completing the projects approved in the allocation of funding. The subgrantee activities should be reported for the quarter and for the cumulative period from the grant award date. Report can be done in a memo format.
13. **Quarterly Financial Reports** – Complete and submit a Quarterly Financial Report form for all expenditures funded by the grant. Include copies of invoices.
14. **Project Change Request** – Grant expenditures are authorized only for purchases and activities approved by the Homeland Security Commission under the grant application process. Any change in the project, needs to be submitted to Clark County OEMHS for submission to Homeland Security Grant Commission for approval.
15. **Equipment Inventory Form** – A completed Equipment Inventory Form is required with the final grant report.
17. Funds granted are to be expended for the purpose set forth in the grant award and in accordance with all applicable laws, regulations, policies, and procedures of the State of Nevada and the applicable federal granting agency.
18. No expenditures will be eligible for compensation if occurring after the term of the interlocal contract.
19. Any publication, invention, patent, photograph, negative, book, drawing, record, document, or other material prepared by the subgrantee in the performance of its obligations under this grant shall be the exclusive property of the State of Nevada and all such material shall be returned to the state upon completion or termination of this grant.
20. If this grant funds any form of written or visual material that identifies employees of DEM or Clark County Emergency Management & Homeland Security (OEMHS), prior approval must be obtained from the DEM and Clark County OEMHS before publishing or finalization.
21. The applicant assures the fiscal accountability of the funds received from the SERC will be managed and accounted for by the jurisdiction chief comptroller and internal control and authority to ensure compliance with County OEMHS documentation, record keeping, accounting, and reporting guidelines will reside with that individual.
22. The subgrantee shall neither assign, transfer nor delegate any rights, obligations or duties under this interlocal contract without prior approval of the Clark County OEMHS.
23. To the extent permitted by law the subgrantee will indemnify, save and hold the state, county, and its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this agreement by subgrantee or its agents or employees.

- 24. The applicant and its contractors will comply with the nondiscrimination requirements of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; and the American Disabilities Act of 1992.
- 25. The applicant will abide by audit requirements as specified in OMB 2 CFR 200 as applicable.

Signature below indicates knowledge of and willingness to comply with interlocal contract requirements.

GOVERNMENTAL UNIT (I.E., COUNTY COMMISSION, COUNTY MANAGER)

NAME: STEVE SISOLAK TITLE: CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

SIGNATURE: _____ DATE: _____

EMERGENCY MANAGEMENT DEPUTY FIRE CHIEF:

NAME: JOHN STEINBECK TITLE: DEPUTY FIRE CHIEF

SIGNATURE: _____ DATE: _____

Please return a copy of the signed assurances along with the Interlocal Contracts to:

Clark County Emergency Management & Homeland Security
Attn: Karen Taylor
575 E. Flamingo Rd,
Las Vegas, NV 89119