



TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH **DATE:** May 26, 2016

RE: *Approval of an amendment to an Interlocal Contract between the Southern Nevada Health District and the City of North Las Vegas*

PETITION #20-16

That the Southern Nevada District Board of Health *approve an amendment to the Interlocal Contract between the Southern Nevada Health District and the City of North Las Vegas (CNLV) to provide services to support the Southern Nevada Partnerships to Improve Community Health (PICH) grant amendment awarded to the Southern Nevada Health District by the Centers for Disease Control and Prevention (CDC) (award #NU58DP005705).*

PETITIONERS:

Deborah M. Williams, MPA, MPH, CHES, Manager, OCDPHP *DMW*
Michael D. Johnson, Ph.D, Director of Community Health *MD*
Andrew J. Glass, FACHE, MS, Director of Administration *AG*
Joseph P. Iser, MD, DrPH, MSc, Chief Health Officer *JPI*

DISCUSSION:

The Southern Nevada Health District received a PICH grant amendment from the CDC on March 28, 2016, allowing for carryover funding from Year 1 (September 30, 2014 – September 29, 2015) to be spent during Year 2 (September 30, 2015 – September 29, 2016). The three-year PICH grant was awarded to the SNHD on September 30, 2014, but did not allow for subcontract awards until February 2015. The CNLV Interlocal Agreement was awarded April 24, 2015, which did not allow CNLV sufficient time to complete the scope of work. The CDC recognized this issue on several subcontracts, including this Interlocal Contract with CNLV, and approved the carryover funding to complete the scope of work. The CNLV will use this funding to support and promote physical activity by increasing access to active transportation options and through integration of Complete Streets components in policies and plans.

FUNDING:

The original CNLV PICH budget for Year 1 was \$90,000. The carryover funding from Year 1 included in this amendment is \$90,000. The Scope of Work is to be completed by September 29, 2016.



**AMENDMENT A02 TO
INTERLOCAL AGREEMENT
BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT
AND
CITY OF NORTH LAS VEGAS
SNHD-6-PICH-INT-15-028**

WITH REFERENCE to Interlocal Agreement (“Agreement”) SNHD-6-PICH-INT-15-028, effective January 22, 2015 as amended December 2, 2015, between the Southern Nevada Health District (“Health District”) and the City of North Las Vegas (“Contractor”) (individually referred to as “Party” and collectively as “Parties”).

WHEREAS, Grant Award 6NU58DP005705-02-03 Post Award Amendment CFDA 93.331 issued March 28, 2016 supersedes the Award Notice dated October 16, 2015 and authorizes carryover funds from Budget Year 1 to Budget Year 2.

NOW, THEREFORE, the Parties agree to amend said Agreement as follows:

A. Numbered Paragraph 3 on page two is deleted in its entirety and replaced with the following:

3. SERVICES/COMPENSATION. Contractor will revise and update the Complete Streets Policy for the City of North Las Vegas with skill and diligence consistent with the Scope of Work outlined in Attachment A-A02, attached hereto.

3.01 Contractor will be reimbursed for expenses incurred as provided in Attachment B-A02: Payment. This project is supported by the federal grant described above for a total not-to-exceed amount of \$90,000 per year, which accounts for 100% of the total funding of this project.

B. ATTACHMENT A-A01 SCOPE OF WORK has been deleted in its entirety and replaced with the attached ATTACHMENT A-A02 SCOPE OF WORK.

C. ATTACHMENT B-A01 PAYMENT has been deleted in its entirety and replaced with the attached ATTACHMENT B-A02 PAYMENT.

This Amendment shall be effective from the last signature affixed to this Amendment.

All other terms and conditions remain the same.

BY SIGNING BELOW, the Parties hereto have approved and executed this Amendment A02 to Agreement SNHD-6-PICH-INT-15-028.

SOUTHERN NEVADA HEALTH DISTRICT

CITY OF NORTH LAS VEGAS

By: _____
Andrew J. Glass, FACHE, MS
Director of Administration

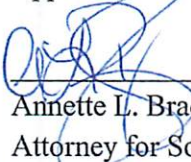
By: _____
John J. Lee
Mayor

Date: _____

Date: _____

Approved as to form:

Attest:



Annette L. Bradley, Esq.
Attorney for Southern Nevada Health District

City Clerk

Approved as to form:

City Attorney

**ATTACHMENT A-A02
SCOPE OF WORK**

Period of Performance 01/22/2015 – 09/29/2016:

Approval was received from the CDC on March 28, 2016 for the requested carry-forward funding and this Interlocal Contract is hereby amended to add additional funding needed to complete the scope of work below, which reflects Year 2 deliverables and carry-forward deliverables from Year 1:

1. Contractor will develop a Complete Streets Policy for the City of North Las Vegas and will also implement a non-infrastructure component of that policy (bike lanes) to enhance active transportation by the end of the three year project period.
2. A consultant will be retained to assist the Contractor with the project. The consultant will collect bicycle and pedestrian baseline volumes in the downtown corridor, facilitate meetings and workgroups, and work with city staff in year one, two and three to identify documents, policies, codes, and plans that will require updates as part of the Complete Streets Policy. The consultant will develop a draft policy document for review in Year Two, with adoption to follow in Year Three.
3. Specific contract deliverables for Year Two include:
 - a. Identify and secure a consultant to work with city staff and complete project deliverables.
 - b. Collect bicycle and pedestrian volumes within the downtown corridor to establish a baseline for evaluation purposes.
 - c. Complete bike lane design for three priority corridors included in the City of North Las Vegas Pedestrian and Bicycle Trails Map that will connect major complete streets projects in the city.
 - d. Conduct research and identify city documents, policies, codes, and plans that will require updates as part of the Complete Streets Policy and use information to draft the outline of the Complete Streets policy document.
 - e. Develop a draft Complete Streets Policy document for the City of North Las Vegas. The document will include a list of policy, code, and master plan changes to be implemented during Year Three to ensure alignments with the Complete Streets Policy.
 - f. Route the draft Complete Streets Policy document for internal review and comment. Revisions will be included into a final document that will be routed for final approval during Year Three.
 - g. Bike lanes in the three priority corridors identified and designed during Phase 1 will be striped to reflect a minimum of 25% of the total lanes designed with an additional 25% to be completed in Year Three (non-construction)
 - h. Project staff will attend required meetings and maintain involvement in related coalitions and work groups.
3. Contractor will provide monthly progress reports to Health District based on instructions provided by Health District program staff.

**ATTACHMENT B-A02
PAYMENT**

1. Payment to Contractor:

1.01 Payments shall be based on approved Contractor invoices submitted in accordance with this Agreement. The sum of payments shall not exceed allowable compensation stated in Paragraph 2 of this Agreement and no payments shall be made in excess of the maximum allowable total for this Agreement.

1.02 Budget. Note: If ten percent or more of the awarded funds are moved from one approved budget category to another approved budget category, prior approval of Health District is required.

Total Budget **\$180,000**

**Carry-Forward Funding from Year 1 and Year 2 Funding
(01/22/2015 – 09/29/2016):**

Personnel: **\$10,000**

City personnel including planning, engineering, and traffic division staff will develop the RTP for the project consultant, design and review initial policy development, review and edit recommendations, provide project oversight and inspection of installation for implementation.

Consultant: **\$80,820**

A consultant will be hired to assist the Contractor with the project. The consultant will ensure development of a final draft Complete Streets Policy document that will identify policy, code, and master plan changes to be implemented during Phase 3 to ensure alignment with the Complete Streets Policy.

Contractual: **\$89,180**

A subcontractor will be hired to provide installation of a minimum of 25% of the bike lanes identified in the three priority corridors designed during Phase 1.

1.03 Contractor's may not bill more frequently than monthly for the duration of the project. The invoice will detail costs incurred for each item identified in the project budget show in 1.02 above.

a. Backup documentation including but not limited to paid consultant invoices, receipts, monthly reports, proof of payments or any other documentation requested by Health District, is required, and shall be submitted by the Contractor in accordance with cost principles applicable to this Agreement.

- b. Contractor invoices shall be signed by the Contractor's official representative, and shall include a statement certifying that the invoice is a true and accurate billing.
 - c. Cost principles contained in the Federal Acquisition Regulation 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122), shall be used as criteria in the determination of allowable costs.
- 1.04 Health District shall not be liable for interest charges on late payments.
- 1.05 In the event items on an invoice are disputed, payment on those items will be held until the dispute is resolved.