

**INTERLOCAL CONTRACT
BETWEEN SOUTHERN NEVADA HEALTH DISTRICT
AND
CITY OF LAS VEGAS
JULY 2011**

This Contract is entered into by and between the Southern Nevada Health District, through the Southern Nevada District Board of Health (herein after referred to as "SNHD") and City of Las Vegas (hereinafter referred to as "CLV").

WITNESSTH

WHEREAS, NRS 277.180 authorizes public agencies to contract with any one or more other public agencies to perform any governmental service activity, or undertaking which any of the public agencies entering into the contract is authorized by law to perform;

WHEREAS, SNHD, through CLV, desires to obtain services in support of a Cooperative Contract received from Centers for Disease Control and Prevention (CDC) under the American Recovery and Reinvestment Act of 2009 for a project Titled Category A – Communities Putting Prevention to Work. The services under this contract will include implementing the CATCH Kids Club Curriculum in 67 Safe Key afterschool program sites in Las Vegas.

WHEREAS CLV has the expertise, qualifications and resources available, and has agreed to implement the Park Path Master Plan as required;

NOW, THEREFORE, in consideration of mutual covenants and Contracts herein contained the parties agree as follows:

The parties hereby agree as follows:

1. The term of this Contract shall be from the last date of approval through September 2012. During this period CLV shall provide services as indicated in Exhibit A, Scope of Work and Budget.
2. This executed Contract, together with any attachments and amendments, contains the entire Contract between CLV and SNHD relating to rights granted and obligations assumed by the parties hereto. Any prior contracts, promises, negotiations, or representations, either oral or written, relating to the subject matter of this Contract not expressly set forth in this Contract is of no force or effect.
3. No assignment or rights, duties or obligation of this Contract shall be made by either party without the express written approval of the other party hereto.
4. Each party shall remain liable for its own negligence in accordance with the general law of the State of Nevada. Neither party waives any right or defense to indemnification that may exist in law or equity.
5. CLV and SNHD, including any of their respective agents or employees, shall not be liable to any parties not participating in this Contract for any act or omission of the other party. This Contract is not intended to create any rights powers, or interests in any party not participating in this Contract. The parties do not intend to provide for the safety of any person or to assume any duty

beyond those imposed by the general law of the State of Nevada. This Contract is entered into for the exclusive benefit of the undersigned parties.

6. Any waiver or breach of any provision of this Contract shall not be deemed a waiver of any other breach of the same or different provision.
7. In the event any provision of this Contract is rendered invalid or unenforceable by any valid act of congress or the Nevada State Legislature, or declared null and void by any court of competent jurisdiction, the rest and remainder of the provision(s) of this Contract shall remain in full force and effect.
8. In providing services under this Contract, CLV and SNHD shall not discriminate on the basis of race, color, sex, sexual orientation, age, religion, national origin, or handicap.
9. CLV and SNHD are independent entities and nothing contained in this Contract shall be construed or deemed to create a relationship of employer and employee or principal and agent or any relationship other than that of independent parties, contracting with each other solely for the purpose of carrying out the provisions of this Contract.
10. Either party may terminate this Contract without cause prior to the date of termination set forth in Paragraph 1, upon 30 days written notice.
11. CLV shall notify SNHD in writing of any conditions which exist that affect its ability to perform the services under this Contract. Any use of funds outside of the parameters stipulated in this Contract is prohibited.
12. Federal Law prohibits contractors from using Federal funds for lobbying congress or a Federal agency, or to influence legislation or appropriations pending before the Congress or any State or local legislature in accordance with 31 U.S.C. Section 1352. CLV shall disclose such activities by completing, signing and submitting Attachment 1, Disclosure of Lobbying Activities with this signed Contract.
13. CLV certifies by signing this Contract as to its eligibility to receive an award funded under a federal program in accordance with 45 CFR Part 74. If CLV'S eligibility status changes, SNHD must be notified in writing within 30 days of the change. Eligibility status changes include both the CLV and associated Principals of the CLV.
14. SNHD may, at its discretion conduct a fiscal monitoring of a contractor at any time during the term of this Contract. CLV will be notified in writing at least three weeks prior to the visit, outlining documents that must be available prior to SNHD'S visit. SNHD shall notify the CLV in writing of any adverse findings and recommendations as a result of the fiscal monitoring. Adverse findings are defined as lack of adequate records, administrative findings, questioned costs and costs recommended for disallowance. CLV will have the opportunity to address adverse findings in writing responding to any disagreement of adverse findings. SNHD shall review disagreement issues, supporting documentation and files and forward a decision to the CLV in writing.
15. Acceptance of this Contract obligates CLV to comply with the inventions standard patent rights clause in 37 CFR 401.14.

16. Publications, journal articles, etc. produced under a CDC grant support project must bear an acknowledgment and disclaimer, as appropriate, such as:

“This publication (journal article, etc.) was supported by a Cooperative Agreement Number 1U58DP002382-01 awarded to the SNHD from the Centers for Disease Control and Prevention. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the CDC.”

17. When a conference is funded by a grant or cooperative agreement, a subgrant or a contract, the recipient must include the following statement on conference materials, including promotion materials, agenda and internet sites.

“Funding for this conference was made possible (in part) by the Cooperative Agreement Number 1U58DP002382-01 awarded to the Southern Nevada Health District from the Centers for Disease Control and Prevention. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services, nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.”

18. Neither the Department of Health and Human Services (HHS) nor the CDC logo may be displayed if such display would cause confusion as to the source of the conference or give the false appearance of Government endorsement. A non-federal entity unauthorized use of the HHS name or logo is governed by U.S.C. 1320b-10, which prohibits the misuse of the HHS name and emblem in written communication. The appropriate use of the HHS logo is subject to the review and approval of the Office of the Assistant Secretary for Public Affairs (OASPA). Moreover, the Office of the Inspector General has authority to impose civil monetary penalties for violations (42 C.F.R Part 1003). Neither the HHS nor the CDC logo can be used on conference materials, under a grant, cooperative agreement, contract or co-sponsorship agreement without the expressed, written consent of either the Project Officer or the Grants Management Officer at CDC. It is the responsibility of recipients of funds under a cooperative agreement to request consent for the use of the logo in sufficient detail to assure a complete depiction and disclosure of all uses of the Government logs, and to assure that in all cases of the use of Government logos, the written consent of either the Project Officer or the Grants Management Officer at CDC has been received. Such request for consents shall be submitted to SNHD.
19. To the greatest extent practicable, all equipment and products purchased with funds awarded under this Contract should be American-made. Equipment is defined as tangible non-expendable personal property (including exempt property) charged directly to this Contract having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. However, consistent with CLV policy, a lower threshold may be established. Please provide information to SNHD to establish a lower equipment threshold to reflect your organization policy.
20. Statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal funds received, shall clearly state (1) the percentage of the total costs of the program or project which will be finished with federal money through a cooperative agreement with SNHD, (2) the dollar amount of federal funds for the project or program and (3) percentage of dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
21. Each party shall keep and maintain under generally accepted accounting principles full, true and complete books, records, and documents as necessary to fully disclose to the other party, properly

empowered government entities, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with the terms of this Contract and any applicable statutes and regulations. All such books, records and documents shall be retained by each party for a minimum of three years, and for five years if any federal funds are used pursuant to this Contract, from the date of termination of this Contract. This retention time shall be extended when an audit is scheduled or in progress for a period of time reasonably necessary to complete said audit and/or to complete any administrative and judicial litigation which may ensue.

22. Failure of either party to perform any obligation of this Contract shall be deemed a breach. 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, reasonable attorneys' fees and costs.
23. The parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual Contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.
24. 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 strikes, failure of public transportation, 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.
25. Unless otherwise provided by law or this Contract, any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, Computer code, 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.
26. Pursuant to NRS 239.010, information or documents, including this Contract, and any other documents generated incidental thereto may be opened by SNHD to public inspection and copying. Any record which is made confidential by law or a common law balancing of interests shall be disclosed only to the extent that such information is made confidential by law or a common law balancing of interests.
27. 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 and that the parties are authorized by law to perform the services set forth in the documents incorporated herein.
28. This Contract and its incorporated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. 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 hereto.
29. Notices required or permitted to be given hereunder shall be in writing and shall either be delivered personally to the party to whom such notice is given, or sent to it by U.S. registered or

certified mail, postage prepaid and return receipt requested, addressed or delivered to such party at the address designated below (or such other addresses as may be hereafter be designated by a party):

Southern Nevada Health District
Attn: Director of Administration
P. O. Box 3902, 625 Shadow Lane
Las Vegas, NV 89127

30. This Contract is contingent upon and subject to the availability of funds.

SOUTHERN NEVADA HEALTH DISTRICT

CITY OF LAS VEGAS



Tim Jones, Vice-Chair
Southern Nevada District Board of Health



OSCAR B. GOODMAN
Mayor

Date: 13 July 2011

Date: 6/15/2011

ATTEST:

ATTEST:



LAWRENCE SANDS, DO. MPH
Chief Health Officer



By: Beverly K. Bridges, MMC
City Clerk

Date: 6/13/2011

Date: 6/15/2011

APPROVED AS TO FORM:

APPROVED AS TO FORM:



ANNETTE L. BRADLEY, ESQ.
Attorney for Southern Nevada Health District



Robert S. Syman 6-1-11

EXHIBIT A
SCOPE OF WORK AND BUDGET
TO INTERLOCAL CONTRACT BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT
AND
CITY OF LAS VEGAS
JULY 2011

CLV shall provide services as indicated in the attached Scope of Work and Budget below.

CLV will be expected to be in close communication with the SNHD's program coordinators for the duration of the contract period. CLV shall work with SNHD staff to develop and finalize an action plan for completing the Scope of Work objectives that meets CDC guidelines. Any changes to the action plan must be approved by SNHD in writing.

Budget adjustments exceeding 10% of the total obligation require SNHD's prior approval by issuance of an Amendment to this Contract.

Scope of work items include:

Implement the CATCH Kids Club Curriculum at up to 69 Safe Key after-school program sites in Las Vegas.

- At least 3-5 Safe Key personnel will attend a 2 ½ day Train the Trainer training to become Master Trainers in CATCH Kids Club. Once trained, these individuals will provide training for other key Safe Key personnel on CATCH Kids Club program implementation.
- Develop a written policy/procedure to ensure that CATCH Kids Club becomes a regular part of the Safe Key curriculum.
- Work with SNHD staff to develop and/or formalize organizational policies within Safe Key sites to encourage/support physical activity and/or minimize or eliminate screen time.
- Work with SNHD staff to develop and/or formalize organizational policies within Safe Key sites to support healthy eating and/or discourage unhealthy eating.

The City of Las Vegas will work closely with SNHD CPPW staff to develop/finalize timelines and provide detail for each scope of work activity described above. The City of Las Vegas will submit monthly written progress updates that include progress to date on scope of work items (deliverables) and timelines as well as any other data/information needed for the overall reports due to CDC.

Itemized Budget and Justification: See below

Implement CATCH Kids Club evidence based curriculum in at up to 69 Safe Key afterschool sites:

- Personnel: \$252,315. Rather than designating a limited number of positions that will be dedicated to teaching the CATCH curriculum, we will be spreading the funding for salaries across most if not all Safekey sites. It will be tracked and reported based on the time actually spent teaching the curriculum. It is estimated that staff will spend 22,072 hours teaching the curriculum. At an average hourly pay rate of \$11.431 (\$9.94/hr+15% benefits or \$1.49/hr) X 22,072 hours equals \$252,315
- Training: Included in the total hours above.
- Promotion/Printing: \$5,000 to print flyers/newsletters related to program objectives

- Staff/Participant Incentives: \$5,000 to encourage staff and participants to participate in CATCH Kids Club activities and trainings.
- Educational Materials: \$5,000 to purchase physical activity and nutrition educational materials to display and distribute to participants.
- Travel: \$6,885. To cover mileage associated with travel to/from Safe Key sites for intervention/training purposes: $100 \text{ site visits/month} \times 9 \text{ school months} \times 15 \text{ miles round trip} \times \$0.51/\text{mile} = \$6,885$
- Special Events related to program implementation: \$10,000 may be used to supplement training and team building events for Safekey staff related to program objectives.

Budget Total: \$284,200

**EXHIBIT B
PAYMENT
TO INTERLOCAL CONTRACT BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT
AND
CITY OF LAS VEGAS
JULY 2011**

CLV shall:

Submit to SNHD not more frequently than on a monthly basis, written invoices based upon activities actually conducted in accordance with this Contract. Back-up documentation supporting the request for reimbursement must be attached to invoices along with a Request for Funds Sample Transaction Listing, see Attachment 2 to include the following:

- Personnel charges
- Fringes
- Supplies
- Consultants/Contractors
- Communications
- Equipment
- Operating
- Staff Travel

SNHD shall:

Reimburse CLV, not more frequently than monthly, for services specified in the EXHIBIT A, SCOPE OF WORK AND BUDGET.

The total reimbursement amount that SNHD will pay CLV for the Contract Term from the last date of approval of this Contract to September 30, 2012 shall be \$284,200.

**EXHIBIT C
DELIVERABLES
TO CONTRACT BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT
AND
CITY OF LAS VEGAS
JULY 2011**

CLV shall submit Monthly Progress Reports using the attached template. Progress Reports shall be submitted by the 3rd business day following each subsequent month. Reports shall be addressed to Nicole Bungum at bungum@snhdmail.org.

SNHD CPPW- Obesity Grant

Contractor Monthly Progress Report Template

City of Las Vegas

Month: _____

Monthly progress updates are required from the contractor and should be submitted no later than the 3rd business day of the month for the previous month. Monthly progress reports should be submitted to Nicole Bungum at bungum@snhdmall.org. Contractor will summarize in short narrative or bullet points, progress made during the month towards the scope of work items and objectives included in the contract. Contractor shall include as many quantifiable measures as possible.

Provide updates below in the appropriate section.

1. Implement the CATCH Kids Club Curriculum in 67 Safe Key after-school program sites in Las Vegas.
 - At least 35 Safe Key personnel will attend a one-day training on Implementation of CATCH Kids Club curriculum.
 - At least 5 Safe Key personnel will attend a 2 ½ day Train the Trainer training to become Master Trainers in CATCH Kids Club.
 - Develop a written policy/procedure to ensure that CATCH Kids Club becomes a regular part of the Safe Key curriculum.
 - Work with SNHD staff to develop and/or formalize organizational policies within all Safe Key sites to encourage/support physical activity and/or minimize or eliminate screen time.
 - Work with SNHD staff to develop and/or formalize organizational policies within all Safe Key sites to support healthy eating and/or discourage unhealthy eating.
2. Work with SNHD staff to develop/finalize timelines and activity plans for each scope of work activity described above.

Submit Report by 3rd business day of the month for the previous month to:

Nicole Bungum – bungum@snhdmall.org

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance		2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award		3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: Congressional District, if known: _____			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reference was placed by the Fed above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:			Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)		

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Attachment 2

EXAMPLE

Request for Funds
Sample Transaction Listing 3/1/06-3/31/06

Date	Number (ck/doc.)	Payee/ Vendor	Description	Budget Category	Amount
3/13/2006	1518	Joe Smith	Payroll 2/20-3/10		175.26
3/13/2006	1519	Bob Brown	Payroll 2/20-3/10		121.00
3/13/2006	1520	Cindy Green	Payroll 2/20-3/10		321.10
3/13/2006	1521	Betty Nagy	Payroll 2/20-3/10		191.99
3/13/2006	1522	Lyle Maverick	Payroll 2/20-3/10		165.89
3/13/2006	1523	Ron Roper	Payroll 2/20-3/10		73.74
3/13/2006	1524	Stella Walters	Payroll 2/20-3/10		172.03
				Personnel	1,221.01
3/1/2006	1440	Joe Smith	Travel		71.39
3/1/2006	1441	Bob Brown	Travel		118.41
3/1/2006	1442	Cindy Green	Travel		3.20
3/1/2006	1443	Betty Nagy	Travel		37.86
3/1/2006	1444	Lyle Maverick	Travel		14.92
3/1/2006	1445	Ron Roper	Travel		216.28
3/1/2006	1446	Stella Walters	Travel		70.86
3/3/2006	1451	Jessie Switch	Travel		5.99
3/3/2006	1452	Ben Kenton	Travel		2.33
3/15/2006	1535	Rodney White	Travel		2.29
3/15/2006	1536	Deb Gogen	Travel		4.67
3/31/2006	1600	Ron Roper	Travel		85.39
3/31/2006	1601	Stella Walters	Travel		104.56
				Travel	738.15
3/16/2006	1538	Office Depot	Office Supplies		300.16
3/16/2006	1539	Staples	Copy Paper		69.00
				Supplies	369.16
3/1/2006	1447	Donner Property Mgmt	Rent		750.00
3/15/2006	1537	PGE Utilities	Utilities		53.63
				Occupancy	803.63
3/3/2006	1453	Sprint	Phones		140.00
3/21/2006	1550	AT&T	Cell Phones		65.16
3/21/2006	1551	CC Communications	Data Service		78.00
				Communications	283.16
3/16/2006	1540	NV Appeal	Public Posting		100.00
				Public Information	100.00
3/9/2006	1470	Auditors R Us	CPA Firm		600.00
3/12/2006	1472	Rodney White	Training		250.00
3/15/2006	1538	Tower Learning Tools	Ed. Pamphlets		275.00
3/21/2006	1553	NV Business Services	Ed. Pamphlets		70.85
				Other Expenses	1,195.85
				Total Expenses	4,710.96