

CETS #:	29101
Agency Reference #:	C 18354

## INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada  
Acting by and through its

Public Entity #1:	<b>Division of Public and Behavioral Health Public Health Infrastructure and Improvement</b>
Address:	<b>4150 Technology Way, Ste. 300</b>
City, State, Zip Code:	<b>Carson City, NV 89706</b>
Contact:	<b>Mitch DeValliere, Agency Manager</b>
Phone:	<b>775-684-4200</b>
Fax:	<b>NA</b>
Email:	<b>DPBHPHII@health.nv.gov</b>

Public Entity #2:	<b>Northern Nevada Public Health</b>
Address:	<b>1001 E 9<sup>th</sup> Street, Building B</b>
City, State, Zip Code:	<b>Reno, NV 89512</b>
Contact:	<b>Erin Dixon, Deputy District Health Officer</b>
Phone:	<b>775-328-2240</b>
Fax:	<b>NA</b>
Email:	<b>edixon@nnph.org</b>

WHEREAS, 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, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. **DEFINITIONS**

TERM	DEFINITION
State	The State of Nevada and any State agency identified herein, its officers, employees and immune contractors.
Contracting Entity	The public entities identified above.
Fiscal Year	The period beginning July 1 <sup>st</sup> and ending June 30 <sup>th</sup> of the following year.
Contract	Unless the context otherwise requires, 'Contract' means this document titled Interlocal Contract Between Public Agencies and all Attachments or Incorporated Documents.

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3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 4, Termination*.

Effective From:	July 1, 2024	To:	June 30, 2026
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4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in *Section 3, Contract Term*, provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.

5. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (a) by delivery in person; (b) by a nationally recognized next day courier service, return receipt requested; or (c) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or email to the address(es) such party has specified in writing.

6. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following Attachments, specifically describes the Scope of Work. This Contract incorporates the following Attachments in descending order of constructive precedence:

ATTACHMENT A:	SCOPE OF WORK AND DELIVERABLES
ATTACHMENT B:	SB118 FUNDING BREAKDOWN
ATTACHMENT C:	SB118

Any provision, term or condition of an Attachment that contradicts the terms of this Contract, or that would change the obligations of the State under this Contract, shall be void and unenforceable.

7. **CONSIDERATION.** The parties agree that the services specified in *Section 6, Incorporated Documents* at a cost as noted below:

\$2,400,000.00	per	Attachment A
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Total Contract or installments payable at:	100% upon contract execution
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Total Contract Not to Exceed:	\$2,400,000.00
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Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

8. **ASSENT.** The parties agree that the terms and conditions listed in the incorporated Attachments 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. **INSPECTION & AUDIT**

A. **Books and Records.** Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and document 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.

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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 the 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 by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

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

10. **BREACH - REMEDIES.** 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. It is specifically agreed that reasonable attorneys' fees shall not exceed \$150.00 per hour.

11. **LIMITED LIABILITY.** 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. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.

12. **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 strikes, failure of public transportation, civil or military authority, acts of public enemy, acts of terrorism, 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.

13. **INDEMNIFICATION.** Neither party waives any right or defense to indemnification that may exist in law or equity.

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 law or equity, 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.

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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 law or a common law balancing of interests.
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. **FEDERAL FUNDING.** In the event, federal funds are used for payment of all or part of this Contract, the parties agree to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
  - A. The parties certify, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation Subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
  - B. The parties and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
  - C. The parties and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
  - D. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
22. **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 and that the parties are authorized by law to perform the services set forth in ***Section 6, Incorporated Documents.***
23. **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 exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.
24. **ENTIRE AGREEMENT AND MODIFICATION.** This Contract and its integrated Attachment(s) constitute the entire agreement of the parties and as 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 respective parties hereto, approved by the Office of the Attorney General.

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

Cody Phinney, MPH

Date

Administrator, Division of Public and Behavioral  
Health

Title

Signature – Northern Nevada Public Health

Date

Title

APPROVED BY BOARD OF EXAMINERS

Signature – Board of Examiners

On: \_\_\_\_\_  
Date

Approved as to form by:

Deputy Attorney General for Attorney General

On: \_\_\_\_\_  
Date

**ATTACHMENT A**  
**SCOPE OF WORK AND DELIVERABLES**

SB118 was approved during the 2023 Legislative Session. Section 9.2 of this bill makes an appropriation to the Division of Public and Behavioral Health of the Department of Health and Human Services for allocation to specified entities for the improvement of public health.

This interlocal contract appropriates \$2,400,000.00 to Northern Nevada Public Health for the following priorities and amounts.

<b>Priority</b>	<b>Amount</b>
Food Cart Vending	\$100,000.00
Drone Training	\$14,000.00
Vaping Prevention	\$410,651.00
Sexually Transmitted Infections	\$251,734.00
Immunization Biologicals	\$110,000.00
Public Health Divisional Assessment	\$130,000.00
Disease Investigation, Regulatory Support and Implementation	\$1,027,263.00
Emerging Public Health Issues/Priorities or Emergency	\$0.00
Indirect Costs	\$356,352.00

*Priorities and funding amounts per priority can be modified as needed without a formal amendment as long as the overall dollar amount does not change.*

An entity to which money is allocated shall:

- (a) Evaluate the public health needs of residents of the area under the jurisdiction of the entity;
- (b) Determine the level of priority of the public health needs identified pursuant to paragraph (a);
- (c) Expend the allocated money in accordance with the levels of priority identified pursuant to paragraph (b).

**Reporting Requirements:**

Not later than 90 days after the end of Fiscal Year 2024-2025 and 2025-2026, respectively:

- (1) Prepare a report which must include, without limitation:
  - (I) A description of the process used by the entity pursuant to paragraph (a) to evaluate the public health needs of residents of the area under the jurisdiction of the entity and the public health needs identified through that process.
  - (II) A description of the process used by the entity pursuant to paragraph (b) to determine the level of priority of the public health needs identified pursuant to paragraph (a) and the levels of priority assigned to those public health needs through that process.
  - (III) A description of each expenditure of the allocated money made by the entity pursuant to paragraph (c); and

(IV) The unexpended balance of the allocated money at the end of the fiscal year.

(2) Submit the report to the Director of the Legislative Counsel Bureau for transmittal to the Interim Finance Committee.

**Disbursement of Funds**

Funds will be advanced to allow maximum flexibility under one of two options at the Health District's discretion:

- 50% upon contract execution, 45% mid-way through Year 1 (approx. January 1, 2025), and 5% upon project completion.
- 100% upon contract execution.

**Return of Remaining Funds**

Per SB118, any remaining balance of the allocated money must not be committed for expenditure after June 30, 2026, and must be reverted to the State General Fund on or before September 18, 2026.

Entities are required to provide a projection of remaining funds to DPBH no later than March 15, 2026. Any remaining funds must be returned to DPBH no later than July 15, 2026.

## ATTACHMENT B

### SB 118 funding Breakdown

By Jurisdiction	% Allocation	Dollar Allocation
Central Nevada Health District	1.3%	\$ 195,000.00
Northern Nevada Public Health	16.0%	\$ 2,400,000.00
Southern Nevada Health District	73.0%	\$ 10,950,000.00
Division of Public and Behavioral Health	9.7%	\$ 1,455,000.00
		\$ 15,000,000.00

### DPBH Breakdown by County

County/City	Population*	% of State Population	% of DPBH allocation	Dollar Allocation
Carson City	58,314	1.8%	18.0%	\$ 262,101.18
Storey County	4,427	0.1%	1.4%	\$ 19,897.83
Douglas County	52,674	1.6%	16.3%	\$ 236,751.34
Lyon County	60,454	1.9%	18.7%	\$ 271,719.74
Lander County	6,158	0.2%	1.9%	\$ 27,678.07
Humboldt County	17,921	0.6%	5.5%	\$ 80,548.67
Elko County	56,396	1.8%	17.4%	\$ 253,480.44
White Pine County	10,001	0.3%	3.1%	\$ 44,951.02
Lincoln County	4,971	0.2%	1.5%	\$ 22,342.92
Nye County	51,334	1.6%	15.9%	\$ 230,728.50
Esmeralda County	1,068	0.0%	0.3%	\$ 4,800.29
Nevada Total	3,204,105	10.1%	100.0%	\$ 1,455,000.00

\*Based on the Nevada State Demographer - 2022 Governor's Certified Series: Population of Nevada's Counties and Incorporated Cities

## ATTACHMENT C

### Senate Bill No. 118—Committee on Health and Human Services

#### CHAPTER.....

AN ACT relating to public health; authorizing the creation of a health district by certain counties which are not physically adjacent; making an appropriation; and providing other matters properly relating thereto.

##### **Legislative Counsel's Digest:**

Existing law creates a health district in any county whose population is 700,000 or more (currently Clark County), which has jurisdiction over all public health matters in the health district. (NRS 439.361, 439.362, 439.366) Existing law authorizes the creation of a health district with similar jurisdiction in counties whose population is less than 700,000 (currently all counties other than Clark County), subject to approval by the State Board of Health, by affirmative vote of: (1) the boards of county commissioners of two or more adjacent counties; (2) the governing bodies of two or more cities or towns within any county; or (3) the board of county commissioners and the governing body or bodies of any incorporated city or cities, town or towns, in such a county. (NRS 439.370) **Sections 7 and 8** of this bill remove the requirement that two counties must be physically adjacent in order to create a health district.

**Section 9.2** of this bill makes an appropriation to the Division of Public and Behavioral Health of the Department of Health and Human Services for allocation to specified entities for the improvement of public health. **Section 9.2** requires each such entity to submit a report to the Interim Finance Committee at the end of Fiscal Year 2024-2025 and Fiscal Year 2025-2026, respectively, concerning the use of the allocated money.

EXPLANATION – Matter in *bolded italics* is new; matter between brackets {omitted material} is material to be omitted.

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#### THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

##### **Sections 1-6.** (Deleted by amendment.)

**Sec. 7.** NRS 439.370 is hereby amended to read as follows:

439.370 By affirmative vote of:

1. The boards of county commissioners of two or more ~~adjacent~~ counties;
2. The governing bodies of two or more cities or towns within any county; or
3. The board of county commissioners and the governing body or bodies of any incorporated city or cities, town or towns, in such county,  
→ and with the approval of the State Board of Health, there may be created a health district with a health department consisting of a district health officer and a district board of health.



82nd Session (2023)

**Sec. 8.** NRS 439.383 is hereby amended to read as follows:  
439.383 When two or more ~~adjacent~~ counties establish a district board of health, all county boards of health in such district shall thereupon be abolished.

**Secs. 8.5 and 9.** (Deleted by amendment.)

**Sec. 9.2.** 1. There is hereby appropriated from the State General Fund to the Division of Public and Behavioral Health of the Department of Health and Human Services the sum of \$15,000,000 for allocation pursuant to subsection 2 for the improvement of the public health.

2. On or before August 1, 2024, the Division of Public and Behavioral Health shall allocate the money appropriated by subsection 1 to the following entities based on the following prescribed percentages of the total appropriated money:

(a) The Central Nevada Health District, 1.3 percent;  
(b) The Washoe County Health District, 16 percent;  
(c) The Southern Nevada Health District, 73 percent; and  
(d) The Division of Public and Behavioral Health or a designee of the Division, 9.7 percent.

3. An entity to which money is allocated pursuant to subsection 2 shall:

(a) Evaluate the public health needs of residents of the area under the jurisdiction of the entity;  
(b) Determine the level of priority of the public health needs identified pursuant to paragraph (a);  
(c) Expend the allocated money in accordance with the levels of priority identified pursuant to paragraph (b); and  
(d) Not later than 90 days after the end of Fiscal Year 2024-2025 and 2025-2026, respectively:

(1) Prepare a report which must include, without limitation:  
(I) A description of the process used by the entity pursuant to paragraph (a) to evaluate the public health needs of residents of the area under the jurisdiction of the entity and the public health needs identified through that process;  
(II) A description of the process used by the entity pursuant to paragraph (b) to determine the level of priority of the public health needs identified pursuant to paragraph (a) and the levels of priority assigned to those public health needs through that process;  
(III) A description of each expenditure of the allocated money made by the entity pursuant to paragraph (c); and  
(IV) The unexpended balance of the allocated money at the end of the fiscal year.



(2) Submit the report to the Director of the Legislative Counsel Bureau for transmittal to the Interim Finance Committee.

4. An entity to which money is allocated pursuant to subsection 2 shall not use the money to replace or supplant money available from other sources.

5. The portion of any money remaining at the end of Fiscal Year 2024-2025 from an allocation of the money appropriated by subsection 1 that is not committed for expenditure by June 30, 2025, must be carried forward to Fiscal Year 2025-2026 to be used for the same purpose. Any remaining balance of the allocated money carried forward to Fiscal Year 2025-2026 must not be committed for expenditure after June 30, 2026, and must be reverted to the State General Fund on or before September 18, 2026.

**Sec. 9.5.** (Deleted by amendment.)

**Sec. 10.** 1. This section and sections 1 to 9, inclusive, and 9.5 of this act become effective upon passage and approval.

2. Section 9.2 of this act becomes effective on July 1, 2024.

