

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between Washoe County, Nevada
Acting by and through its

Public Entity #1:	Northern Nevada Public Health
Address:	1001 E. Ninth St. Bldg. B
City, State, Zip Code:	Reno, NV 89512
Contact:	Stephanie Chen, Health Educator Coordinator
Phone:	775-358-2474
Fax:	
Email:	schen@nnph.org

Public Entity #2:	Larson Institute for Health Impact University of Nevada, Reno
Address:	1664 North Virginia Street Mailstop 0247
City, State, Zip Code:	Reno, NV 89557
Contact:	Jane Fox
Phone:	775.682.5890
Fax:	
Email:	janefox@unr.edu

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

Effective From:	5/26/2025	To:	12/31/2025
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3. **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shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.
4. **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.

5. **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:	ADDITIONAL ATTACHMENTS (if applicable)

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.

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

	per	
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Total Contract or installments payable at:	The project will be completed in two phases in which there will be two payment installments. Phase I will be completed by June 30, 2025, payment of \$16,480 to the contractor. Phase II will be completed by December 31, 2025, payment of \$3,300 to the contractor. The contractor will invoice NNPH at the completion of each phase and NNPH will remit payment.
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Total Contract Not to Exceed:	\$19,780
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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.

7. **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.

8. **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.
- 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.

9. **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.~~
10. **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.
11. **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.
12. **INDEMNIFICATION.** Neither party waives any right or defense to indemnification that may exist in law or equity.
13. **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 constructed 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.
14. **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.
15. **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.
16. **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.
17. **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.
18. **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.
19. **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.
20. **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).
21. **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*.
22. **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 Washoe County, Nevada for enforcement of this Contract.
23. **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.

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

<hr/>	<hr/>	District Health Officer Northern Nevada Public Health
Public Entity #1 Authorized Signature	Date	Title
Chad Kingsley		
<hr/>	<hr/>	The Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno Associate Vice President for Business and Finance
Public Entity #2 Authorized Signature	Date	Title
Kara Griffin		
Recommended by:		University of Nevada, Reno School of Public Health Dean
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Muge Akpinar	Date	Title

General Scope

Larson Institute staff will work with the NNPH team to design and implement an evaluation to assess the strengths, challenges, and future opportunities of the Healthy Corner Store Initiative being implemented in four Reno neighborhoods.

Timeline and Tasks

Week 1:

1. Conduct initial brainstorming meeting with NNPH staff and the existing community committee to:
 - a. explain the purpose of the evaluation;
 - b. gather input on designing a key informant interview guide to be used with the four corner store owners;
 - c. gather input on designing a focus group guide and recruitment of broader community agencies who work in those neighborhoods, work to address food insecurity, or have some other vested interest in the health and wellbeing of one or more of the four neighborhoods to be included in the focus group; and discuss questions to be posed
2. Draft initial focus group guide and key informant interview guide
3. Draft a recruitment plan for data collection
4. Draft invitations for KII, and focus groups participants

Week 2:

1. Finalize focus group guide and key informant interview guide
2. Finalize KII and focus group participants, send out invitations, and schedule

Week 3:

1. Conduct all data collection.
 - a. Up to 3 focus groups with 6-9 participants (~ 2 hr per session with 1.5-2 hr data cleaning per session). Focus groups to be held at NNPH meeting space.
 - b. Up to 4 virtual interviews with store owners (~1 hour each with 1 hour data cleaning)

Week 4:

1. Code and analyze data collected
2. Finalize data analysis
3. Organize Data

Week 5:

1. Share raw data with NNPH

All Months

Meetings with NNPH staff weekly Phase I.

Phase II

The Phase II start date is dependent on the completion of contract signatures. The expected review and turnaround time is eight weeks from the start date. This timeline allows three weeks for Larson to develop draft report; two weeks for NNPH to review; and three weeks for Larson to revise and resubmit the final versions. The Phase II end date will not extend beyond 12/31/2025.

1. Develop draft evaluation report
2. Revise draft evaluation report based on feedback
3. Submit final report
4. Create slide deck on the process and findings of the evaluation
5. Present findings to NNPH

Project Team:

Kelly Morning, Project Director

- Support project team with meetings
- Co-lead meetings with NNPH
- Supervise the creation of materials
- Supervise data collection
- Supervise and support data coding and analysis
- Finalize evaluation report and slide deck
- Responsible for final versions of all products

TBD, Public Health Diversity Advisor or Research Assistant

- Co-lead meetings with NNPH
- Draft content for KII and focus group guides and related materials
- Conduct data collection
- Conduct data coding and analysis
- Draft and finalize evaluation report and slide deck

Budget Overview: Fixed cost of \$200 per estimated hour

Phase 1	Estimated Hours	Fixed Cost
Evlauation Planning and Development	29.5 Hours	\$5,900
Data Collection and Analysis	39 Hours	\$7,800
Presentation of Findings	3 Hours	\$600
SPH Required Admin Fee (10% of Direct Cost)		\$1,430
Participant Support (30 Gift Cards, \$25 Each)		\$750
Total Fixed Cost		\$16,480

Phase II	Estimated Hours	Fixed Cost
Presentation of Findings	15 Hours	\$3,000
SPH Required Admin Fee (10% of Direct Cost)		\$300
Total Fixed Cost		\$3,300

Estimated Hours Breakdown:

Phase I (Estimated 5 weeks)	Est. Hours
Planning and Development	
Meeting with NNPH staff and the community committee, discussing evaluation purpose and designing guides.	3
Drafting the guides for the focus groups and/or key informant interviews	5.5
Drafting recruitment plans and invitations for key informant interviews and/or focus groups	6
Finalizing the guides based on feedback from the brainstorming meeting and further refinement.	5
Finalizing participant lists, sending invitations, and scheduling interviews and focus groups.	5
Meetings with NNPH staff weekly in month 1	5
Data Collection and Analysis	
Conducting the data collection for key informant interviews and focus groups (~11 hours for focus groups and ~8 for KII)	19
Analyzing the data from the collection process.	20
Presentation of Findings	
Data Organization	3
Phase II (Estimated 8 weeks)	
Presentation of Findings	
Draft the evaluation report	9
Finalize Evaluation report based on feedback	2
Creating a slide deck summarizing the evaluation findings for presentation.	3
Presenting the findings to the NNPH team.	1