

**Recorder's Office Cover Sheet**

**Recording Requested By:**

**Name:** Ann Reno

**Department:** Community Development



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KAREN ELLISON, RECORDER

**Type of Document: (please select one)**

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other

**specify:** \_\_\_\_\_

NO. 2022.165

8/11/22  
DATE

DOUGLAS COUNTY CLERK  
MINDEN, NV

[Signature]

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES BY \_\_\_\_\_ DEPUTY

A Contract for Environmental Health

Between

Carson City  
by and through  
Carson City Health and Human Services  
900 E. Long Street  
Carson City, NV 89706  
775-887-2100  
Fax 775-887-2286

and

Douglas County  
1594 Esmeralda Ave.  
Minden, NV 89423  
775-782-9821  
Fax 775-782-6255

This Interlocal Contract Between Public Agencies (the "Contract") is made and entered into by and between Carson City, a consolidated municipality and political subdivision of the State of Nevada ("Carson City"), on behalf of the, Carson City Health and Human Services Department ("CCHHS") and Douglas County, a political subdivision of the State of Nevada ("Douglas County"), both of which are public agencies as defined by NRS 277.180. Carson City and Douglas County are at times collectively referred to as the "Parties" or individually as the "Party".

RECITALS

WHEREAS, NRS 277.180(1) provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the contracting agencies is authorized by law to perform; and

WHEREAS, Carson City will provide Environmental Health Services and Programs, in accordance with local and State law, for Douglas County; and

WHEREAS, CCHHS recognizes the benefit of entering into collaborative partnerships with adjoining county agencies to improve the quality of life, health, and social services in rural communities and, as a collaborating partner, CCHHS further recognizes the need for environmental health services and programs to reduce the burden of disease and ensure the public's health and welfare in the community; and

WHEREAS, it is deemed that the services to be provided by CCHHS hereinafter set forth are both necessary to Douglas County and in the best interests of the State of Nevada; and

WHEREAS, NRS 277.180(3) provides that the authorized purposes for contracts made pursuant to NRS 277.180 include joint use of personnel, equipment and facilities for the promotion and protection of health, comfort, safety, life, welfare and property of the inhabitants of the counties and cities that are parties to the contract; and

WHEREAS, by entering into this Contract, the Parties will be able to provide greater services to the residents of their respective communities as described in this Contract;

NOW, THEREFORE, in consideration of the mutual promises and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties mutually agree as follows:

#### TERMS

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by an appropriate official action of the governing body of each Party.
2. CONTRACT TERM. This Contract shall be effective upon approval to June 30, 2025, unless sooner terminated by either Party as set forth in this Contract. If the governing body of either Party approves this Contract after July 1, 2022, the Contract shall be retroactive to July 1, 2022.
3. TERMINATION. This Contract may be terminated unilaterally by either Party, or by mutual consent of both Parties prior to June 30, 2025, subject to the following:
  - a. If mutual termination is desired and agreed upon, the termination may occur as soon as both Parties agree the Contract may be terminated.
  - b. If unilateral termination is desired by either Party, the terminating Party must serve written notice of intent to terminate the Contract upon the respective Department Director of the other Party.
  - c. Except as set forth in paragraph (23), a unilateral termination shall not be effective until 90 days after the terminating Party has served written notice upon the other Party.
  - d. Further, the requirement to perform the obligations of this Contract are subject to the ability of Douglas County to appropriate the necessary funds to fulfill its obligations under this Contract, and the provision by CCHHS of the necessary staff, equipment and materials as agreed upon under the terms of this

Contract. The Parties expressly agree that this Contract shall be terminated immediately if, for any reason, federal, state, or local funding necessary to satisfy this Contract are withdrawn, limited or impaired.

4. NOTICE. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, or mailed by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other Party at the address set forth above.
5. SERVICES TO BE PERFORMED. The Parties agree that the services to be performed shall be those environmental health services and programs as required by the State of Nevada and local law, as described in the Scope of Work, attached herewith as Exhibit A and expressly incorporated herein by this reference.
6. CONSIDERATION. CCHHS agrees to provide to Douglas County the environmental health services and programs as set forth in Paragraph 5 and Exhibit A, and Douglas County agrees to pay Carson City for those services as follows:
  - a. For fiscal year July 1, 2022 – June 30, 2023, a fee of \$317,000, payable by Douglas County in quarterly installments not to exceed \$79,250, beginning October 1, 2022.
  - b. For fiscal year July 1, 2023 – June 30, 2024, a fee of \$323,000, payable by Douglas County in quarterly installments not to exceed \$80,750, beginning October 1, 2023.
  - c. For fiscal year July 1, 2024 – June 30, 2025, a fee of \$337,000, payable by Douglas County in quarterly installments not to exceed \$84,250, beginning October 1, 2024.
  - d. The above quarterly fees billed to Douglas County will be for total actual costs incurred by CCHHS minus any revenues, costs or fees charged by CCHHS to individuals, businesses or other entities for services rendered. The consideration contemplated in this Paragraph is intended to cover the costs of environmental health positions, and program costs, including supervision and CCHHS overhead (human resources, fiscal and administrative) in relation to services provided to Douglas County.
  - e. Requests for payment shall be submitted in writing no later than fifteen (15) days after the end of each calendar quarter (September, December, March, and June) and must include a detailed summary of the expenditures reported in a form that supports the approved budget. Specifically, CCHHS agrees to provide with each request for payment a schedule of actual expenditures for the period, actual revenues, costs or fees collected, cumulative total expenditures for the entire Contract, and a comparison of cumulative total

expenditures to the approved budget. In the event, at the end of each calendar quarter, revenues exceed expenses then Carson City will remit net revenue to Douglas County within 21 calendar days following the submission of the invoice. In the event expenses exceed revenues, then Douglas County will submit the requested payment to Carson City within 21 calendar days following the submission of a bill.

- f. If the annual costs exceed the estimated Contract amounts for the performance of the environmental health services and programs, CCHHS reserves the right to request an emergency amendment to the Contract to recoup costs from Douglas County. Douglas County's Community Development Director may approve and sign a written emergency amendment which does not exceed 10% of the total fiscal year amount.

7. ASSENT. The Parties agree that the terms and conditions listed on any incorporated Exhibits 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 therein.

8. BOOKS & RECORDS, INSPECTION & AUDIT, & RETENTION.

- a. Books and Records. Each Party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the State of Nevada or the 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 environmental health services, programs or 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 to any Party.
- c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained for a minimum of three (3) years and for five (5) years if any federal funds are used. The retention period runs from the date of termination of this Contract. The retention period shall be extended when an audit is scheduled to occur or in progress for a period reasonably necessary to complete an audit or to complete any administrative or judicial litigation which may ensue.
- d. Disputes. If an irresolvable dispute between CCHHS and Douglas County arises regarding the actual costs incurred or expended, or revenues, costs, or

fees charged by CCHHS for services rendered pursuant to this Contract, the dispute shall be resolved by binding arbitration, pursuant to the Nevada Arbitration Rules in effect at the time of the dispute. The Parties agree that any such arbitration proceeding shall be conducted in Carson City.

9. BREACH; REMEDIES. Failure of either Party to perform any obligation of this Contract shall be deemed a breach of this Contract. 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's reasonable attorneys' fees and costs incurred. It is specifically agreed that reasonable attorneys' fees shall be set at \$125 per hour for attorneys employed by the Parties.

10. 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 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 this Contract after the intervening cause ceases.

11. LIMITED LIABILITY. The Parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Both Parties agree that they will not seek punitive damages nor shall punitive damages be awarded to either Party. Nothing contained in this Contract is intended to convey any rights or to create a contractual relationship with any third party or to otherwise allow a third party to assert a cause of action against either CCHHS or Douglas County.

12. INDEMNIFICATION.

- a. To the fullest extent of limited liability allowed under law, each Party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other Party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the Party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any Party or person described in this Paragraph.
- b. The indemnification obligation under this Paragraph is conditioned upon receipt of written notice by the indemnifying Party within 30 days of the indemnified Party's actual notice of any actual or pending claim or cause of action. The indemnifying Party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified or arbitration with legal counsel of its own choice.

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 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.

14. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of this 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 competent jurisdiction, then 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 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 statutory law, common law, or any privilege.

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. 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.

21. 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 jurisdiction of the Nevada district courts for enforcement of this Contract.

22. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated Exhibit A 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 Parties.

23. STANDARD OF CARE. CCHHS will perform all services in a manner consistent with any applicable licensing or professional rules and with that level of care and skill ordinarily exercised by other members of the profession currently practicing under similar conditions. Douglas County reserves, at its sole discretion, the right to immediately terminate this Contract upon any illegal, unethical or negligent act committed by CCHHS or any of its employees, agents or contractors, as determined and substantiated by Douglas County. If any such termination occurs and CCHHS disagrees with Douglas County's discretionary determination that CCHHS conducted its operations in an illegal, unethical, or negligent act, CCHHS reserves the right to dispute the determination made by Douglas County through arbitration or litigation. If CCHHS is successful, Douglas County agrees the termination will be treated as a unilateral breach of contract by Douglas County..

THIS SPACE INTENTIONALLY LEFT BLANK



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

CARSON CITY

Lori Bagwell  
Lori Bagwell, Mayor

8/2/22  
(Date)

Attest:

By: Aubrey Rowland  
Aubrey Rowland, Carson City Clerk/Recorder

8/2/22  
(Date)

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

DOUGLAS COUNTY

Mark Gardner  
Mark Gardner, Chairman  
Douglas County Board of Commissioners

8/8/22  
(Date)

Attest:

By: Amy Burgans  
Amy Burgans, Douglas County Clerk/Treasurer

8/11/22  
(Date)

**EXHIBIT A-Scope of Work  
Environmental Health  
Services and Programs**

Douglas County agrees to provide a location which includes utilities (electric, gas, janitorial services, water, telephone), where a client may be seen in Douglas County for the purposes of this Contract. Douglas County will provide Information Technology ("IT") support and any necessary supplies needed to operate the programs.

**SCOPE OF WORK: ENVIRONMENTAL HEALTH SERVICES**

1. CCHHS agrees to the following:

1.1. CCHHS shall employ Registered Environmental Health Specialist(s) pursuant to NRS Chapter 625A to provide Environmental Health Services in and for Douglas County in accordance with State and local requirements.

1.2. Environmental Health Services shall include the following:

1.2.1. Promoting and maintaining the health of the citizens of Douglas County.

1.2.2. Providing health education for individuals and the community.

1.2.3. Regulatory activities associated with food establishments pursuant to NRS Chapter 446.

1.2.4. Regulatory activities associated with sanitation programs pursuant to NRS Chapter 444.

1.2.5. Regulatory activities associated with bottled water pursuant to NRS Chapter 445A.

1.2.6. Regulatory activities associated with meat and poultry pursuant to NRS 583.

1.2.7. Regulatory activities associated with food, drugs and cosmetics pursuant to NRS Chapter 585.

1.2.8. Regulatory activities associated with public accommodations pursuant to NRS Chapter 447.

1.2.9. Complaint investigation of permitted establishments.

2. Environmental Health Documentation:

2.1. CCHHS will maintain a record of inspections conducted and services provided in Douglas County.

2.2. A registered environmental health specialist(s) will provide inspection reports when requested by Douglas County or citizens of Douglas County.

3. CCHHS further agrees to the following:

- 3.1 To provide for the payment of all salary, fringe benefits and travel for the environmental health specialist(s), selected supplies and forms, selected licenses, certifications and continuing education units.
- 3.2 To provide an electronic inspection system, administration for the system, licensing, connectivity and maintenance for the system.
- 3.3 CCHHS and its employees, agents or contractors shall have the authority to enforce all applicable Douglas County codes, regulations and administrative fee requirements and State public health law and regulations.
- 3.4 There may be times Douglas County residents will be asked to be seen at the CCHHS location at 900 E Long Street, Carson City, Nevada. However, CCHHS will first attempt to provide all service to Douglas County's clients within Douglas County with a majority of services provided in Douglas County.

Douglas County, State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

11th day of August, 20 22

By Chanya Balda Deputy