



together**for**better

**CBE NO. 607309-24**

**INTERLOCAL AGREEMENT FOR THE PURCHASE OF  
BIRTH AND DEATH CERTIFICATES**

This INTERLOCAL AGREEMENT hereinafter referred to as "AGREEMENT" is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between CLARK COUNTY, Nevada, hereinafter referred to as "COUNTY" and SOUTHERN NEVADA HEALTH DISTRICT, hereinafter referred to as "HEALTH DISTRICT" for INTERLOCAL AGREEMENT FOR THE PURCHASE OF BIRTH AND DEATH CERTIFICATES.

**WITNESSETH:**

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, HEALTH DISTRICT is the public health entity organized pursuant to Nevada Revised Statutes ("NRS"), Chapter 439 with jurisdiction over all public health matters within Clark County, Nevada; and

WHEREAS, HEALTH DISTRICT provides local administration services for all birth and death records in Clark County, Nevada; and

WHEREAS, COUNTY is the local child welfare services authority pursuant to NRS Chapter 423B; and;

WHEREAS, in support of its provision of welfare services for children either in the custody of COUNTY, or in an open child abuse investigation, the COUNTY desires to obtain relevant birth and death certificates ("CERTIFICATE(S)") from HEALTH DISTRICT.

NOW, THEREFORE, the parties mutually agree as follows:

**ARTICLE I: SCOPE OF WORK**

AGREEMENT sets forth: HEALTH DISTRICT shall provide CERTIFICATES for the COUNTY'S use in obtaining identification cards for children who into the COUNTY'S custody or in an open child abuse investigation for the purpose of school related registration (e.g., school registration, proof of age/identity, signing up for sports related events), and to obtain benefits while in the custody of COUNTY.

**A. RESPONSIBILITIES OF HEALTH DISTRICT**

HEALTH DISTRICT shall:

1. Provide CERTIFICATES to COUNTY within three (3) business days from date of upload of a certificate order form;
2. Assign HEALTH DISTRICT contact person(s) who will be responsible for coordinating the proper communication between HEALTH DISTRICT and COUNTY;
3. Notify COUNTY through its designated distribution email when CERTIFICATES are ready for pick-up. COUNTY email is [DFSBirthDeathCertRequesDL@ClarkCountyNV.gov](mailto:DFSBirthDeathCertRequesDL@ClarkCountyNV.gov).
4. Invoice COUNTY on a monthly basis for the requested CERTIFICATES to include:
  - i. Name and
  - ii. Date of Birth or Date of Death

## **B. RESPONSIBILITIES OF COUNTY**

COUNTY will:

1. Place requests through the HEALTH DISTRICT request link (below) and upload a certificate order form for CERTIFICATE requests:  
<https://www.southernnevadahealthdistrict.org/programs/vital-records/birth-or-death-certificate-application-for-HEALTH-DISTRICT/>
2. Submit purchase order documents to HEALTH DISTRICT pursuant to ARTICLE III below.
3. Designate COUNTY staff responsible for picking up CERTIFICATE in person; and
4. Pay invoice in accordance with ARTICLE III below.

### **ARTICLE II: TERM OF AGREEMENT**

Commencing from the date of execution of AGREEMENT, the term shall be for one (1) year. Thereafter, unless terminated pursuant to the provisions contained herein, the term of AGREEMENT will automatically renew for a one (1) year term, not to exceed seven (7) years from the date of execution.

Notwithstanding the foregoing provision, either party may terminate AGREEMENT, without cause, upon giving ninety (90) days written notice to the other party. In the event the Budget Act and Fiscal Fund Out provision is invoked, AGREEMENT shall expire June 30<sup>th</sup> of the current fiscal year. Termination due to the failure of COUNTY or HEALTH DISTRICT to appropriate monies shall not relieve the parties' obligations under AGREEMENT incurred through June 30<sup>th</sup> of the fiscal year for which monies were appropriated for their operations.

### **ARTICLE III: PRICE, PAYMENT, AND SUBMISSION OF INVOICE**

COUNTY agrees to pay HEALTH DISTRICT for services provided as outlined in Article I, Scope of Work and in accordance with rates listed in Exhibit A, Summary of Vital Records Fees, based on approved budget appropriations.

Future CERTIFICATE process are based on the fees established by NRS 440.700 and approved by the District Board of Health. Future prices will for subsequent years fluctuate as the rates approved by the District Board are established.

If COUNTY rejects an invoice as incomplete, HEALTH DISTRICT will be notified within thirty (30) calendar days of receipt and HEALTH DISTRICT will have thirty (30) days to correct the invoice and resubmit.

Invoices shall be submitted as follows: [dfs Fiscalservices@ClarkCountyNV.gov](mailto:dfs Fiscalservices@ClarkCountyNV.gov)

HEALTH DISTRICT must notify COUNTY in writing of any changes to HEALTH DISTRICT remit payment address or other pertinent information that may affect issuance of payment and allow thirty (30) days for the change to be processed.

COUNTY is not responsible for late payments on inaccurate invoices and/or incomplete or unsatisfactory deliverables or milestones. COUNTY does not pay late fees or charges. Final payment may be withheld until all deliverables have been submitted and accepted or final services have been rendered.

### **ARTICLE IV: FISCAL FUNDING OUT CLAUSE**

In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under AGREEMENT between the parties shall not exceed those monies appropriated and approved by COUNTY for the then current fiscal year under the Local Government Budget Act. AGREEMENT shall terminate and COUNTY'S obligations under it shall be extinguished at the end of any of COUNTY'S fiscal years in which COUNTY'S governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under AGREEMENT. COUNTY agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to AGREEMENT. In the event this section is invoked, AGREEMENT will expire on the 30<sup>th</sup> day of June of the current fiscal year. Termination under this section shall not relieve COUNTY of its obligations incurred through the 30<sup>th</sup> day of June of the fiscal year for which monies were appropriated.

**ARTICLE V: AMENDMENT / ENTIRE AGREEMENT**

Amendment to AGREEMENT may be made only upon mutual consent in writing, by the parties hereto and executed with the same formality attending the original. Executed AGREEMENT, together with any attachments, contains the entire agreement between COUNTY and HEALTH DISTRICT relating to the rights granted and obligations assumed by the parties hereto. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of agreement not expressly set forth in AGREEMENT are of no force or effect.

**ARTICLE VI: SUBCONTRACTS**

AGREEMENT is entered into to secure the services of HEALTH DISTRICT. Services specified in this AGREEMENT shall not be subcontracted by HEALTH DISTRICT without the written consent of COUNTY.

**ARTICLE VII: ASSIGNMENTS**

Neither party may assign or delegate all or any part of AGREEMENT without the written consent of both parties and executed with the same formality as attending this original.

**ARTICLE VIII: NOTICES**

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

To COUNTY:	Attention: Director Clark County Department of Family Services 121 South Martin Luther King Boulevard Las Vegas, Nevada 89106
To HEALTH DISTRICT:	Attention: Contract Administrator Legal Department Southern Nevada Health District 280 South Decatur Boulevard Las Vegas, Nevada 89107

**ARTICLE IX: WAIVER AND SEVERABILITY**

Any waiver of a breach of any provision of AGREEMENT shall not be deemed a waiver of any other breach of the same or different provision. In the event any provision of AGREEMENT 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 or is found to be in violation of State Statutes and/or regulations, said provision(s) hereof will be immediately void and may be renegotiated for the sole purpose of rectifying the non-compliance. The remainder of the provisions of AGREEMENT not in question shall remain in full force and effect.

**ARTICLE X: LAW OF VENUE**

AGREEMENT shall be governed by the laws of the State of Nevada.

**ARTICLE XI: GENERAL PROVISIONS**

1. Mutual Cooperation. The parties shall fully cooperate with one another, and shall take any additional acts, or sign any additional documents as is reasonably necessary, appropriate, or convenient to achieve the purposes of this AGREEMENT.

2. Indemnification. The parties do not waive any right or defense to indemnification that may exist in law or equity.
3. Limited Liability. The parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. To the extent applicable, actual agreement damages for any breach shall be limited by NRS 352.260 and NRS 354.626. Agreement liability of the parties shall not be subject to punitive damages.
4. Statement of Eligibility. Each party acknowledges to the best of its respective knowledge, information, and belief, and to the extent required by law, neither it nor any of its employees/contractors is/are:
  - a. Currently excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs;
  - b. Has/have not been convicted of a federal or state offense that falls within the ambit of 42 USC 1320A-7(a).
5. Counterparts. This AGREEMENT may be executed in multiple counterparts, each of which shall be deemed an original, but which together shall constitute one instrument.

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

COUNTY OF CLARK:

BY: \_\_\_\_\_  
TICK SEGERBLOM, CHAIR  
Clark County Commissioners

SOUTHERN NEVADA HEALTH DISTRICT:

BY: \_\_\_\_\_  
FERMIN LEGUEN MD, MPH  
District Health Officer

ATTEST:

BY: \_\_\_\_\_  
LYNN MARIE GOYA  
County Clerk

APPROVED AS TO FORM:

Steven Wolfson, District Attorney

BY: *Sarah Schaerrer*  
[Sarah Schaerrer \(Nov 20, 2024 16:05 PST\)](#)  
SARAH SCHAERRER  
Deputy District Attorney

SOUTHERN NEVADA HEALTH DISTRICT

BY: \_\_\_\_\_  
HEATHER ANDERSON-FINTAK, Esq.  
General Counsel

EXHIBIT A



TO: SNHD Vital Records Business Partners
FROM: Vital Records
DATE: July 01, 2024
RE: Vital Records Fees

NAC 440.400 Fees. (NRS 440.175, 440.700)

Except as otherwise provided in NRS 440.175 and 440.700 and as applicable, the State Registrar will, or a local registrar may, charge and collect the following fees

- (a) For searching the files for one name, regardless of whether a record is located, if no copy is made...\$10
(b) Except as otherwise provided in paragraph (c), for verifying or witnessing a vital record or document or issuing a certified abstract of a certificate... \$10
(f) For a certified copy of a record of birth...\$25
(h) For a certified copy of a record of death originating in a county in which the board of county commissioners has created an account for the support of the office of the county coroner pursuant to NRS 259.025 .....\$25

Table: Summary of SNHD Fees'

Table with 3 columns: Description of Service, Current Fee, New Fee. Rows include Birth Certificates, Death Certificates, Birth and Death Registration (one-time fee), and Search, Verification, Abstract fee.