



TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH **DATE:** September 28, 2023

RE: *Approval of the Interlocal Agreement Between the City of Henderson and the Southern Nevada Health District for the Public Health Laboratory Expansion*

PETITION #06-24

That the Southern Nevada District Board of Health *approve the attached Interlocal Agreement between the City of Henderson, Nevada and the Southern Nevada Health District (SNHD). This petition is being presented to approve this Interlocal Agreement for the Southern Nevada Health District Public Health Laboratory expansion.*

PETITIONERS:

Fermin Leguen, MD, MPH, District Health Officer *FL*
Michael D. Johnson, PhD, Director of Community Health *MJ*
Horng-Yuan Kan, PhD, HCLD (ABB), Laboratory Director *HCK*
Sean Beckham, Facilities Services Manager *SB*

DISCUSSION:

This Interlocal Agreement provides for the Southern Nevada Health District Public Health Laboratory to utilize funding provided by the City of Henderson to assist in the construction of a new 14,000 square foot public health laboratory facility near (and to eventually connect with) its existing building. The City of Henderson's funding of \$50,000.00 is to be utilized focusing on land preparation for building, architect identified for design, and design finalized and approved.

FUNDING:

The funding for this agreement of \$50,000.00 is made available to the Southern Nevada Health District from the City of Henderson to assist with the expansion costs.

**INTERLOCAL AGREEMENT
FOR SOUTHERN NEVADA HEALTH DISTRICT
PUBLIC HEALTH LABORATORY EXPANSION**

This Interlocal Agreement (“AGREEMENT”) is made and entered into this ____ day, of _____ 2023, by and between CITY OF HENDERSON, a municipal corporation and political subdivision of the State of Nevada (the “CITY”), and SOUTHERN NEVADA HEALTH DISTRICT with its headquarters located at 280 S. Decatur Blvd, Las Vegas, Nevada 89107 (the “SNHD”); collectively, the City and SNHD referred to herein as the “Parties,” individually as “Party.”

WITNESSETH:

WHEREAS, Nevada Revised Statute (“NRS”) 277.180 provides that two or more political subdivisions of the State of Nevada may enter into interlocal agreements for the performance of any governmental function in the furtherance of that function; and

WHEREAS, SNHD currently operates a 13,500 square foot public health laboratory building commonly known as the Southern Nevada Public Health Laboratory (“SNPHL”), which is located at 700 S. Martin Luther King Blvd., Las Vegas, Nevada 89106 (“Property Site”); and

WHEREAS, SNHD proposes an expansion of SNPHL by construction of an additional 14,000 square foot building on its existing Property Site to serve as a state-of-the-art Public Health Laboratory (“PHL Expansion”), to enhance its ability to provide public health laboratory services to the growing population of residents and visitors of southern Nevada, protect visitors and residents against possible future microbiological threats, and prepare for future impacts from pandemics and/or emerging infectious diseases; and

WHEREAS, the expansion of the Property Site can be utilized for the promotion and protection of the health, comfort, safety, life, welfare, and property of the inhabitants of the City of Henderson; and

WHEREAS, the SNHD has requested financial assistance from the City to aid in the proposed PHL Expansion construction; and

WHEREAS, the City desires to assist the SNHD by authorizing funds to SNHD to aid in funding the PHL Expansion; subject to the conditions and other limitations set forth in this Agreement; and

WHEREAS, in exchange for receiving funds from the City, and subject to all of the terms, conditions, and covenants of this Agreement, SNHD agrees to use the funds to pay for eligible use expenses and no other purpose; and

WHEREAS, the SNHD agrees to comply with all applicable laws, ordinances, resolutions, statutes, codes, rules, regulations, orders, and decrees of the United State, the State of Nevada, the City, and any other political subdivision, agency, or instrumentality exercising jurisdiction over City of SNHD, as the same may be amended from time to time; and

WHEREAS, the SNHD and the City desire to execute this Agreement pursuant to the terms and conditions stated herein.

NOW, THEREFORE, in accordance with NRS 277.180 and in consideration of the foregoing recitals, mutual terms, conditions, and covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

SECTION I: DESCRIPTION OF SERVICES

SNHD is responsible for overseeing the construction of the PHL Expansion to address the current inadequate space availability to onboard essential operational enhancements and provide space for: additional staffing; over \$1M in equipment and fixtures; and adequate storage for reagents, supplies, and equipment needed to run new molecular testing programs and other enhancements twenty-four hours a day, seven days a week to protect the health and safety of Southern Nevada residents. The City's Community Development and Services Department will coordinate and collaborate with SNHD to ensure eligible use of expenses for the Project contingent upon the construction of the PHL Expansion, scheduled for completion by December 31, 2025.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

Funding for the SNHD's expansion of the SNPHL at the Property Site will be provided by the City, not to exceed FIFTY THOUSAND AND NO/100THS DOLLARS (\$50,000.00) (the "FUNDS") for eligible use expenses SNHD will bill the City in turn after the City approves this Interlocal Agreement. FUNDS must be received within thirty (30) days of billing.

SECTION III: HOLD HARMLESS

To the extent permitted by law, SNHD shall indemnify and save harmless the City (1) from and against any and all causes of action, demands, suits and other proceedings of whatsoever nature; (2) against all liability to others including any liabilities or damages by reason of, or arising out of any cause of action whatsoever, and (3) against any loss, cost, expense and damage resulting there from, arising out of or involving any negligence on the part of the County in the exercising of this agreement, relating to or arising from any acts or omissions contemplated hereunder, such as City's payment of FUNDS, use of the FUNDS by SNHD, or construction, development and operation of the PHL Expansion.

SECTION IV: MISCELLANEOUS PROVISIONS

- A. Governing Law Nevada law shall govern the interpretation of this Interlocal Agreement.
- B. Confidential Treatment of Information All parties shall preserve the confidentiality, to the extent allowable by law, of any information obtained, assembled, or prepared in connection with the performance of this Interlocal Agreement.
- C. Term This Agreement shall become effective upon full execution by the Parties and shall expire on December 31, 2025 (the "Term") unless sooner terminated. Either Party may terminate this Agreement for any reason with seven (7) calendar days' written notice to the other Party. This Agreement shall also terminate without taking any further action upon the occurrence of execution by the Parties of a subsequent agreement for the eligible use expenses by SNHD.
- D. Amendments Amendments to this Interlocal Agreement may be made only upon mutual consent in writing by SNHD and the City. No amendments or modifications of this Interlocal Agreement shall be deemed effective unless or until it is executed in writing by the parties hereto, with the same formality attending execution of this Interlocal Agreement.

- E. Other Party Liability SNHD and the City, including any of their respective agents or employees, shall not be liable to any parties not participating in this Interlocal Agreement for any act or omission of the other party.
- F. Other Party Interest This Interlocal Agreement is entered into for the exclusive benefits of the undersigned parties and is not intended to benefit any individual or entity not expressly named a party hereto.
- G. Headings The headings of articles and sections contained in this Interlocal Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Interlocal Agreement.
- H. Waiver or Breach Any waiver or breach of any provision of this Interlocal Agreement shall not be deemed a waiver of any other breach of the same or different provision.
- I. Severability In the event any provision of this Interlocal 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, the rest and remainder of the provisions of this Interlocal Agreement shall remain in full force and effect.
- J. Independent Contractor SNHD and the City are independent entities, and nothing contained in this Interlocal Agreement shall be construed or be 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 Interlocal Agreement.
- K. Entire Agreement This executed Interlocal Agreement contains the entire agreement between SNHD and the City relating to rights granted and obligations assumed by the parties hereto. Any prior agreements, contracts, promises, negotiations, or representations, either oral or written, relating to the subject matter of this Interlocal Agreement not expressly set forth in this Interlocal Agreement are of no force or effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Interlocal Agreement to be executed by their duly authorized representatives on the day and year first written above.

**City of Henderson
Clark County, Nevada**

Date of Council Action: _____

APPROVED AS TO CONTENT:

LISA CORRADO, AICP
Director
Community Development and Services

Date

APPROVED AS TO FORM:

APPROVED AS TO FUNDING:

NICHOLAS G. VASKOV
City Attorney

CAO
Review

MARIA GAMBOA
Director of Finance

Southern Nevada Health District

FERMIN LEGUEN, MD, MPH
District Health Officer

Date

APPROVED AS TO FORM:

HEATHER ANDERSON-FINTAK, ESQ.
General Counsel
Southern Nevada Health District