



TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH **DATE:** March 28, 2024

RE: *Approval of Interlocal agreement Between the Southern Nevada Health District and the Regional Transportation Commission*

PETITION #29-24

That the Southern Nevada District Board of Health approve the attached interlocal agreement, C2400090, between Southern Nevada Health District and the Regional Transportation Commission of Southern Nevada for COVID-19 antigen test kit vending machines.

PETITIONERS:

Fermin Leguen, MD, MPH, District Health Officer *FL*
Cassius Lockett, PhD, District Deputy Health Officer-Operations *CL*
Victoria Burris, MPH, Acting Director of Disease Surveillance and Control *VB*
Kimberly Franich, MPH, Communicable Disease Manager *KF*

DISCUSSION:

This is an interlocal agreement for the Regional Transportation Commission to continue to host two vending machines at two locations supplying COVID-19 antigen test kits.

FUNDING:

This project was supported by the SNHD Covid Health Disparities grant directly funded by the CDC.

**INTERLOCAL AGREEMENT
BETWEEN
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
AND
SOUTHERN NEVADA HEALTH DISTRICT**

This Interlocal Agreement (“**Agreement**”) is made and entered into by and between the Regional Transportation Commission of Southern Nevada, a political subdivision of the State of Nevada, with offices at 600 S. Grand Central Parkway, Suite 350, Las Vegas, NV (“**RTC**”) and the Southern Nevada Health District, a public health authority located in Clark County, Nevada, (“**Health District**”) and is made pursuant to the provisions of the Nevada Revised Statutes Chapter 277. Both RTC and Health District may be referred to individually as a “**Party**” or collectively as the “**Parties**”.

RECITALS

A. WHEREAS, pursuant to NRS 277.110, any two or more public agencies may enter into agreements with one another for joint or cooperative action pursuant to the provisions of NRS 277.080 to 277.180, inclusive;

B. WHEREAS, the RTC is authorized to own and operate a public mass transit system pursuant to NRS 277A.170; and

C. WHEREAS, the RTC does operate a public mass transit system to assist with the transportation needs of the community; and

D. WHEREAS, the Health District is the public health authority organized pursuant to NRS Chapter 439, with jurisdiction over all public health matters within Clark County, Nevada; and

F. WHEREAS, the Health District’s Acute Communicable Disease and Control Program (“ACDCP”) seeks to provide sustainable access to COVID-19 testing for underserved and rural populations in Clark County, and will place vending machines dispensing COVID-19 antigen test kits (“Test Kits”) at no cost to the public at strategic locations chosen to help reduce health disparities in populations most vulnerable to the impact of COVID-19; and

G. WHEREAS, in a collaborative effort to increase access to health services, RTC desires to permit and the Health District desires to place a Dispensing Machine at each of the Locations as defined in Section 2 of this Agreement; and

H. WHEREAS, with the execution of this Agreement, the Parties intend to set forth their respective responsibilities concerning the cooperative relationship.

NOW, THEREFORE in consideration of the mutual promises and undertakings herein specified, the Parties agree as follows:

AGREEMENT

1. TERM AND TERMINATION. This Agreement shall be effective from June 1, 2024 through June 30, 2025 (“**Term**”).
 - a. Either Party may terminate this Agreement at any time, with or without cause, prior to its expiration with thirty (30) days written notice, unless the Parties mutually agree in writing to terminate this agreement sooner.

2. SCOPE OF AGREEMENT.
 - a. RTC Agrees to:
 - i. Host one (1) vending machine at the South Strip Transit Terminal, located at 6675 Gillespie Street, Las Vegas, NV, 89101 (“Gillespie Location”), and one (1) vending machine at the Bonneville Transit Center, located at 101 E. Bonneville Avenue, Las Vegas, NV, 89101 (“Bonneville Location”) (each a “Location” and collectively “Locations”).
 - ii. Grant the Health District, its agents, contractors, or employees a non-exclusive temporary right for the following:
 1. Ingress and Egress to the Locations,
 2. Appropriate space for placement of each Dispensing Machine within its respective Location, allowing for easy access by the target populations.
 - iii. Promote Dispensing Machines to its clients and community.
 - b. Health District Agrees to:
 - i. Purchase Test Kits to stock Dispensing Machines.
 - ii. Place vending machines dispensing Test Kits at no charge to the public (“Dispensing Machine(s)”) at the Locations identified in Section 2(a)(1).
 - iii. Not interfere with operation of the RTC’s operations in any manner.
 - iv. Not encumber, assign, or transfer any rights under this Agreement, as security or otherwise or sublet the Dispensing Spaces or any part thereof.
 - v. At the end of any scheduled use period, surrender possession of Dispensing Spaces in the same condition as each Dispensing Space was in when Health District first occupied, excepting ordinary wear and tear.

3. CONTRACT DOCUMENTS. This Agreement makes up the Contract Documents for this Agreement. The Contract Documents form the entire agreement between the Parties.

4. STATUS OF PARTIES: INDEPENDENT CONTRACTOR. The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement and in respect to performance

of services pursuant to this Agreement. In the performance of such services, each Party shall at all times be an independent entity with respect to the other Party. Neither Party is an employee nor agent of the other Party. Further, it is expressly understood and agreed by the Parties that nothing contained in this Agreement will be construed to create a joint venture, partnership, association, or other affiliation or like relationship between the Parties.

5. USE OF NAME AND LOGO. A Party may not use the other Party's name, mark, logo, design or other related symbol for any purpose without the other Party's prior written consent. Each Party agrees that other Party, in its sole discretion, may impose restrictions on the use of its own name and/or logo. Each Party retains the right to terminate, with or without cause, the other Party's right to use the respective Party's name and/or logo.
6. BREACH: REMEDIES. Failure of either Party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, 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, the right to seek reasonable attorneys' fees and costs.
7. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of this Agreement 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.
8. 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. To the extent applicable, actual agreement damages for any breach shall be limited by NRS 353.260 and NRS 354.626.
9. FORCE MAJEURE. Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, 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 Agreement after the intervening cause ceases.
10. INDEMNIFICATION.
 - a. Health District agrees to protect, defend, indemnify and hold RTC, its officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations,

actions, proceedings or causes of action of every kind and character (hereinafter collectively "**Claims**") in connection with or arising directly or indirectly out of the Agreement or the performance hereof by Health District or any subcontractor. Without limiting the generality of the foregoing, any and all such Claims, relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder.

- b. RTC agrees to protect, defend, indemnify and hold Health District, its officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character (hereinafter collectively "**Claims**") in connection with or arising directly or indirectly out of the Agreement or the performance hereof by RTC or any subcontractor. Without limiting the generality of the foregoing, any and all such Claims, relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder.
- c. Neither Party waives any right or defense to indemnification that may exist in law or equity.

- 11. INSURANCE. The Parties shall, during the Term, maintain or participate in a self-insurance fund, or procure such insurance as may be required, in amounts which are in compliance with the laws of the State of Nevada and which are sufficient to cover any liability which could reasonably be anticipated with respect to the performance of this Agreement.
- 12. NON-DISCRIMINATION. As Equal Opportunity Employers, the Parties have an ongoing commitment to hire, develop, recruit and assign the best and most qualified individuals possible. The Parties employ employees without regard to race, sex, color, religion, age, ancestry, national origin, marital status, status as a disabled veteran, or veteran of the Vietnam era, disability or sexual orientation. The Parties likewise agree that they will comply with all state and federal employment discrimination statutes, including but not limited to Title VII, rules enforced by the Nevada Equal Rights Commission, and the American with Disabilities Act, in connection with this Agreement.

13. SEVERABILITY. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist, and the unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.
14. PUBLIC RECORDS: CONFIDENTIALITY. Pursuant to NRS 239.010, information or documents, including this Agreement, and any other documents generated incidental thereto may be opened by the Parties for public inspection and copying. The Parties will have a duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. No protected health information as that term is defined in the Health Insurance Portability and Accountability Act of 1996, as amended, or personally identifiable information will be shared with RTC during the course of the Agreement. Accordingly, no Business Associate Agreement is required.
15. PROPER AUTHORITY. The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services set forth in the documents incorporated herein.
16. STATEMENT OF ELIGIBILITY. Each Party acknowledges to the best of its knowledge, information, and belief, and to the extent required by law, neither it nor any of its respective employees/contractors is/are: i) currently excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs; and ii) has/have not been convicted of a federal or state offense that falls within the ambit of 42 USC 1320a-7(a).
17. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the Parties and supersedes any prior contracts or agreements between the Parties regarding the subject matter hereof.
18. AMENDMENTS. This Agreement may be amended only by a writing signed by a duly authorized agent/officer of each Party and effective as of the date stipulated therein.
19. GOVERNING LAW. This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to the laws of the State of Nevada, with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this agreement.
20. DISPUTE RESOLUTION. The Parties hereto agree that any dispute arising under this Agreement will be determined through litigation in the District Courts of Nevada, located in Clark County, Nevada.

21. NO THIRD-PARTY BENEFICIARIES. The Parties do not intend to, and nothing contained in this Agreement shall, create any third party benefit or right to enforce the terms hereof in any party not named hereto.
22. NOTICES. All notices permitted or required under this Agreement shall be made by personal delivery or by U.S. registered or certified mail, postage prepaid to the other Party at their address set out below:

REGIONAL TRANSPORTATION
COMMISSION OF SOUTHERN NEVADA
Sabrina Glenn
600 S. Grand Central Parkway
Las Vegas, NV 89106
CC: Manager of Purchasing & Contracts

SOUTHERN NEVADA HEALTH DISTRICT
Legal Department
Contract Administrator
280 S. Decatur Blvd.
Las Vegas, NV 89107

[SIGNATURE PAGE FOLLOWS]

BY SIGNING BELOW, the Parties agree that they have read, understand, and agree to the conditions set forth herein and have caused their duly authorized representatives to execute this Agreement.

SOUTHERN NEVADA HEALTH DISTRICT
HEALTH DISTRICT

REGIONAL TRANSPORTATION
COMMISSION OF SOUTHERN NEVADA
RTC

By: _____
Fermin Leguen, MD, MPH
District Health Officer

M.J. Maynard
Chief Executive Officer

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

**This document is approved as to form.
Signatures to be affixed after approval by
Southern Nevada District Board of Health.**

By: _____
Heather Anderson-Fintak, Esq.
General Counsel
Southern Nevada Health District

RTC Legal Counsel