



TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH

DATE: 1/28/2016

RE: *Approval of Interlocal Contract between the Southern Nevada Health District and State of Nevada, Acting by and Through Its Department of Transportation*

PETITION #01-16

That the Southern Nevada District Board of Health *approve an Interlocal Contract between the Southern Nevada Health District and State of Nevada, Acting by and through its Department of Transportation to provide air filters to the Southern Nevada Public Health Laboratory during Project Neon, the I-15 widening project.*

PETITIONERS:

Karen F. Carifo, Ph.D. *Laboratory Director* ✖
Cassius Lockett, Ph.D. *Director of Community Health* ✖
Andrew J. Glass, FACHE, MS, *Director of Administration* ✖
Joseph P. Iser, MD, DrPH, MSc, *Chief Health Officer* ✖

DISCUSSION:

SNHD and Nevada Department of Transportation (NDOT) met to discuss how the I-15 widening project may interfere with the SNPHL. The Parties agreed that NDOT would provide SNHD with a construction schedule, a direct point of contact, no access restrictions, reimburse SNPHL for additional air filters required due to dust, 24 hour notice of utility interruptions, new roadway allowing for truck access to the SNPHL, and provide advance notice if the current address will change from Desert Lane to Martin Luther King Drive.

FUNDING:

NDOT will compensate SNPHL for 8 Prefilters and 8 HEPA filters, total amount not-to-exceed \$2,280. NDOT will reimburse SNPHL for unscheduled replacement filters, if necessary, due to excessive particulate accumulation, up to amount not-to-exceed \$10,800 annually.



**INTERLOCAL AGREEMENT
BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT
AND
STATE OF NEVADA, ACTING BY AND THROUGH ITS
DEPARTMENT OF TRANSPORTATION
SNHD-9-INT-16-054**

This Interlocal Agreement (“Agreement”) is entered into between the Southern Nevada Health District (“Health District”), located at 330 South Valley View Boulevard, Las Vegas, Nevada, and the State of Nevada, acting by and through its Department of Transportation (“NDOT”) located at 1263 South Stewart Street, Carson City, Nevada (individually referred to as “Party,” and collectively, as “Parties”)

WHEREAS, NRS 277.180 authorizes public entities to contract with 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 to perform; and

WHEREAS, pursuant to Nevada Revised Statutes (“NRS”) Chapter 439, the Health District is the public health authority for Clark County, Nevada and has jurisdiction over all public health matters therein; and

WHEREAS, NDOT is a government entity with a mission to provide a better transportation system for Nevada through unified and dedicated efforts; and

WHEREAS, NDOT will begin a 3.7-mile-long widening of Interstate-15 between Sahara Avenue and the “Spaghetti Bowl” interchange in Downtown Las Vegas, a construction action titled “Project NEON” commencing in April, 2016; and

WHEREAS, Health District’s Southern Nevada Public Laboratory (“SNPHL”), located at 700 Desert Lane, Las Vegas, Nevada is near the Project NEON locale; and

WHEREAS, NDOT has agreed to provide Health District a direct line of communication and problem resolution during the Project NEON construction; and

WHEREAS, Health District and NDOT desire to formalize their understanding regarding methods of communication and dust abatement at SNPHL for the duration of Project NEON;

NOW THEREFORE, Health District and NDOT agree as follows:

To provide the Health District with support as described below for problem resolution and dust abatement at the SNPHL.

1. SCOPE OF SERVICES

3.01 Nothing in this Agreement is intended to lessen the responsibility of NDOT or Health District or restrict the Health District’s authority to act as provided by law or regulation.

3.02 For the term of this Agreement, NDOT will:

- a) Provide the Health District with a schedule of Project NEON construction events which will occur at or near the SNPHL.
- b) Provide a direct mechanism (e.g., telephone number and responsible individual) for the Health District to contact NDOT for immediate resolution of any unforeseen events that may develop during the construction process that may affect the operation of the SNPHL.
- c) Ensure that at no time during the construction process access to the SNPHL is restricted to less than two (2) means of entrance and exit by vehicular traffic.
- d) Ensure that at no time during the construction process the security measures established by the Health District for the access to the building are compromised.
- e) Compensate the Health District at the time construction begins for eight Prefilters at \$25.80 per filter and eight HEPA filters at \$259.04 per filter, the total amount not-to-exceed the sum of \$2,280. Health District will submit an invoice to NDOT with receipts for reimbursement.
- f) Reimburse the Health District for unscheduled replacement, if it becomes necessary, of Prefilters and HEPA filters for the building air handling system, due to excessive particulate accumulation in an amount not to exceed \$10,800 annually.
- g) Provide a minimum of 24 hours advance notice for utility disruption (electrical, telephone, and water) of any duration. Notification will be provided to:

Sean Beckham
Southern Nevada Health District
P.O. Box 3902
Las Vegas, NV 89127-3902
Tel: (702) 759-0875 Fax: (702) 759-1415
beckham@snhdmail.org

- h) Ensure at the completion of Project NEON, the driveway entrance to the building from Martin Luther King Boulevard will be constructed in such a way as to include broad aprons to facilitate entrance of utility vehicles into the property. This construction will be performed at the expense of NDOT. NDOT agrees to provide site plans for this improvement at the appropriate time during the construction process to Sean Beckham, Facilities Manager, P.O. Box 3902, Las Vegas, NV 89127 or if hand carried to 280 S. Decatur Blvd, Las Vegas, Nevada.
- i) Provide advance notice to the Health District of the address change needed for the property now at 700 Desert Lane, which will become Martin Luther King Drive, and the date on which the change will officially take place. NDOT agrees that this information will be provided to the Health District as soon as it is known by NDOT.
- j) Be responsible for its own costs and expenses necessary to comply with this Agreement.

3.03 For the term of this Agreement, Health District will:

- a) Observe, review, and evaluate all terms associated with this Agreement during construction, with the understanding that any and all items of concern will be reported to NDOT with the expectation of correction by NDOT.
- b) Acknowledge that the name of the contractor for Project NEON may not be available by November 1, and NDOT may not be able to provide construction schedules with certainty during the period of December, 2015 through February, 2016. Construction is scheduled to begin in April 2016 at which time complete schedules will be provided to Health District.

2. TERM AND TERMINATION

5.01 The Effective Date of this Agreement is the date of the signature of the authorized representative last affixed to this Agreement through the completion of Project NEON.

5.02 This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each Party.

5.03 This Agreement may be terminated by either Party with or without cause upon 30-calendar days notice in writing to the other Party. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

3. CONFIDENTIALITY

No protected health information as that term is defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or personally identifiable information will be shared with NDOT during the course of this Agreement. Consistent with state and federal privacy laws, NDOT will at all times have in place procedures to ensure the privacy and maintain the confidentiality of all participants.

Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits NDOT to comply with the Privacy Rule.

4. INDEPENDENT ENTITIES

The Parties are independent entities and nothing contained herein shall be construed or deemed to create a relationship of employer and employee, principal and agent, partners, or any relationship other than that of independent Parties voluntarily cooperating with each other solely for the purpose of carrying out the provisions herein.

5. THIRD PARTY INTEREST

The Parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this Agreement shall not be construed to create such status. The rights, duties, and obligations contained in the Agreement shall operate only between the Parties to this

Agreement, and shall inure solely to the benefit of the Parties determining and performing their obligations under this Agreement.

6. APPLICABLE LAW

The construction, interpretation, and enforcement of this Agreement shall be governed by 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.

7. AMENDMENTS OR MODIFICATIONS

This Agreement may be amended or modified at any time by written mutual agreement.

8. LIMITED LIABILITY

The Parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement 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. ASSIGNMENT

Neither Party may assign this Agreement without the prior written consent of the other Party.

10. INDEMNIFICATION

Neither Party waives any right or defense to indemnification that may exist in law or equity.

11. PUBLIC RECORDS

Pursuant to NRS 239.010, information or documents, including this Agreement, may be opened to 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.

12. PROGRAM MANAGER

Health District's Program Manager is Sean Beckham, Facilities Manager. Mr. Beckham can be reached at:

Southern Nevada Health District
P.O. Box 3902
Las Vegas, NV 89127-3902
Tel: (702) 759-0875 Fax: (702) 759-1415
beckham@snhdmail.org

13. NOTICES

All notices permitted or required under this Agreement shall be made via U.S. certified mail or postage prepaid to the other Party at their address set out below:

Southern Nevada Health District
Financial Services Department
Materials Management Supervisor
P.O. Box 3902
Las Vegas, NV 89127

STATE OF NEVADA, acting by and through
its Department of Transportation
Cole Mortensen, P.E., CPM,
Assistant Chief Project Management
1263 South Stewart Street
Carson City, NV 89712

14. FORCE MAJEURE

Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations 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 the Agreement after the intervening cause ceases.

15. EXECUTION IN COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but which together shall constitute one instrument. Facsimile or electronic transmissions of documents and signatures shall have the same force and effect as originals.

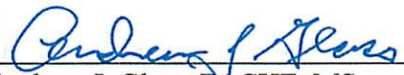
16. AUTHORIZATION

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 herein.

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

SOUTHERN NEVADA HEALTH DISTRICT

STATE OF NEVADA, acting by and through
its DEPARTMENT OF TRANSPORTATION

By: 
Andrew J. Glass, FACHE, MS
Director of Administration

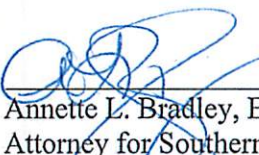
By: _____
Director

Date: 11/2/15

Date: _____

Approved as to form:

APPROVED FOR LEGALITY AND FORM

By: 
Annette L. Bradley, Esq.
Attorney for Southern Nevada Health District

By: _____
Deputy Attorney General