






TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH **DATE:** August 24, 2017

RE: *Approval of an Interlocal Contract between the Las Vegas-Clark County Library District and Southern Nevada Health District*

PETITION #23-17

That the Southern Nevada District Board of Health *approves the attached interlocal Agreement between the Las Vegas-Clark County Library District and the Southern Nevada Health District.*

PETITIONERS:

Fermin Leguen, MD, MPH, Director of Clinical Services 
Andrew J. Glass, FACHE, MS, Director of Administration 
Joseph P. Iser, MD, DrPH, MSc, Chief Health Officer 

DISCUSSION:

The Las Vegas-Clark County Library District will provide parking the mobile unit at Windmill Library, 7060 W. Windmill Ln. Las Vegas, NV 89113

FUNDING:

No funding source required, no-cost interlocal agreement



**INTERLOCAL MEMORANDUM OF UNDERSTANDING
BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT
AND
LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT
C1800016**

This Interlocal Memorandum of Understanding (“MOU”) is entered into by and between the Southern Nevada Health District (“Health District”) and Las Vegas-Clark County Library District (“Library District”) (individually referred to as “Party” and collectively, as “Parties”).

R E C I T A L S

WHEREAS, pursuant to NRS 277.180 Library District may enter into contracts with other public agencies for the performance of any government service, activity, or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

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

WHEREAS, Library District is the owner of certain real property located at 7060 W. Windmill Lane, Las Vegas, Nevada (the “Property”); and

WHEREAS, Health District operates mobile immunization clinics (“Mobile Clinic”) in southern Nevada and desires to temporarily place and operate a Mobile Clinic on Property; and

WHEREAS, in a collaborative effort to increase access to health services, Library District desires to permit and Health District desires to locate one of its Mobile Clinics at the Property consistent with a mutually agreed upon schedule; and

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

NOW THEREFORE, in consideration of the foregoing, the Parties agree as follows:

1) PURPOSE

The purpose of this MOU is to facilitate the access to health care services to hard to reach populations and the community at-large as one component in a comprehensive strategic plan to improve access to health care services for all Clark County populations.

2) RESPONSIBILITIES OF THE PARTIES

2.1 Library District Agrees To:

- a. Grant the Health District, its agents, contractors, or employees a non-exclusive, temporary right for the following:
 - 1) Ingress and egress to the Property,
 - 2) Appropriate space for safe operation of the Mobile Clinic on the Property,
 - 3) Provide adequate parking on the Property for the Health District's employees, agents and patients, and
- b. Advertise Mobile Clinic services to their clients and community.

2.2 Health District Agrees To:

- a. Not interfere with operation of the Library District's Windmill Library, which is located on the Property, in any manner.
- b. Provide janitorial and cleaning services necessary to keep and maintain the property in a clean, neat and sanitary condition suitable for a properly operated medical clinic
- c. Not encumber, assign, transfer any rights under this MOU, as security or otherwise or sublet the Property or any part thereof.
- d. At the end of any scheduled use period, surrender possession of the Property in the same condition as the Property was in when Health District first occupied, ordinary wear and tear excepted.

2.3 Each Party shall bear and be responsible solely for its own costs and expenses necessary to comply with this MOU.

2.4 Within 30-days of the last signature affixed to this MOU, the Parties will develop a mutually agreed to schedule for use of the Property.

3) EFFECTIVE AND ENDING DATES

The Effective Date of this MOU is the date of the last signature affixed hereto through August 31, 2020, unless otherwise terminated as provided in Paragraph 4 below.

4) TERMINATION

This MOU may be terminated by either Party with or without cause upon thirty (30) calendar days' notice in writing to the other Party unless a lesser time is mutually agreed upon in writing by both Parties.

5) NON-EXCLUSIVITY

Nothing in this MOU shall be construed as creating any duty or obligation of either Library District to provide referrals to Health District. Parties may contract with other local governmental agencies or commercial enterprises for the provision of services which are similar to those contemplated hereunder.

6) **INDEPENDENT ENTITIES**

The Parties are associated with each other only for the purposes and to the extent set forth in this MOU. Nothing herein shall create or be construed to create an employer-employee, agency, joint venture, or partnership relationship between the Parties.

7) **GOVERNING LAW**

This MOU and the rights and obligations of the Parties hereto shall be governed by, and construed according to the laws of the State of Nevada, notwithstanding conflict of laws principles, with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this MOU.

8) **LIMITED LIABILITY**

The Parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. MOU 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) **AMENDMENTS OR MODIFICATIONS**

Amendments or modifications of the provisions of this MOU shall only be valid when they have been reduced to writing and duly signed by both Parties.

10) **INDEMNIFICATION**

Neither Party waives any right or defense to indemnification that may exist in law or equity. Each Party shall remain responsible for its own negligence in accordance with the general laws of the state of Nevada.

11) **NOTICES**

All notices permitted or required under this MOU shall be made by personal delivery, U.S. certified mail, postage prepaid, or courier overnight delivery, to the other Party at its address set out below:

Southern Nevada Health District
Financial Services Department
Materials Management Supervisor
280 S. Decatur Blvd.
Las Vegas, NV 89107

Las Vegas-Clark County Library District
Adult Programming Supervisor
7060 W. Windmill Ln
Las Vegas, NV 89113

12) **PUBLIC RECORDS**

Pursuant to NRS Chapter 239, information or documents, including this MOU, may be opened by the Parties 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.

13) **NO PRIVATE RIGHT CREATED**

The Parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed to create such status. The rights, duties, and obligations contained in the MOU shall operate only between the Parties of this MOU, and shall inure solely to the benefit of the Parties determining and performing their obligations under this MOU.


14) **EXECUTION IN COUNTERPARTS**

This MOU 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.

IN WITNESS THEREOF, the Parties hereto have caused this MOU to be executed by their undersigned officials as duly authorized.

SOUTHERN NEVADA HEALTH DISTRICT

**LAS VEGAS-CLARK COUNTY
LIBRARY DISTRICT**


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

By: _____
Dr. Ronald R. Heezen
Executive Director

Date: 8/7/17

Date: _____

Approved as to form:


Annette L. Bradley, Esq.
General Counsel