



TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH **DATE:** June 27, 2019

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

PETITION #10-19

That the Southern Nevada District Board of Health *approve the attached renewal for the Interlocal Agreement between the Regional Transportation Commission of Southern Nevada and the Southern Nevada Health District for the purchase of bus passes and/or transit guides for the period from June 13, 2019 to June 12, 2022.*

PETITIONERS:

MDS
Margarita DeSantos, RN, BSN, Community Health Nurse Manager *MDS*
Fermin Leguen, MD, MPH, Director of Clinical Services *FL*
John Shannon, Director of Administration *J*
Joseph P. Iser, MD, DrPH, MSc, Chief Health Officer *Jer*

DISCUSSION:

The Interlocal Contract allows the District to continue purchasing bus passes as program enablers to provide to Southern Nevada Health District clients. The use of enablers is useful in encouraging high-risk individuals to participate in and complete testing, treatment, or other public health interventions. As such, the Southern Nevada Health District Tuberculosis Clinic provides enablers to clients as a means of increasing client compliance regarding treatment; alleviating transportation barriers to treatment or program participation; encouraging client's participation in treatment, counseling, education, and other activities that will improve client outcomes and public health; and improving adherence to interventions and assessments of progress of the disease. The budget period is from June 13, 2019 to June 12, 2022.

FUNDING:

The funding for purchases made under this agreement at \$1,800 per year is made available to the Southern Nevada Health District from a subaward through the Nevada Division of Public and Behavioral Health.

**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 political subdivision of the state of Nevada, with offices at 280 S. Decatur Parkway, Las Vegas, NV, (“Agency”) and is made pursuant to the provisions of the Nevada Revised Statutes Chapter 277. Both RTC and Agency 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, transportation congestion is growing within the Las Vegas Valley; and

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

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

E. WHEREAS, there is a need to efficiently distribute bus pass and transit guides to other entities including the Agency;

F. WHEREAS, the Agency is the public health authority organized pursuant to Nevada Revised Statutes (“NRS”) Chapter 239, and has jurisdiction over all public health matters within Clark County, ;

G. WHEREAS, Agency is the sub-recipient of a total of \$330,210 in Federal grant funding received through the State of Nevada Department of Health and Human Services, Division of Public and Behavioral Health (“DPBH”), Federal Award Identification Number (“FAIN”) NU52PS00461, entitled Tuberculosis Prevention and Control Program, Office of Public Health Informatics and Epidemiology, Nevada Division of Public and Behavioral Health, CFDA 93.116, Federal Award Date December 12, 2018, funded by the Centers for Disease Control and Prevention (“CDC”), an operating division of the U.S. Department of Health and Human Services (“HHS”), Notice of Subaward Number 16935 dated February 8, 2019 (the “Subaward”), and

H. WHEREAS, Agency desires to purchase and RTC agrees to provide bus passes at a reduced rate for use in support of Agency's Tuberculosis Program, wherein non-contagious, low-income participants without transportation will receive bus passes as needed to allow for attendance of appointments at Agency's Tuberculosis Clinic for the purposes of completing Directly Observed Therapy or physician consultation; and

I WHEREAS, the Agency and RTC desire to enter into a written agreement to establish their respective rights and obligations in establishing a process to distribute bus passes and transit guides to the Agency;

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 the date of the last signature affixed hereto through June 11, 2022 ("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.
2. **SCOPE OF AGREEMENT.** The scope of work and/or services required by the Parties under this Agreement shall be as set forth in **Exhibit A – Scope of Agreement**, attached hereto and expressly incorporated by reference.
3. **COMPENSATION.** To the extent any compensation will be due a Party hereunder, such compensation shall be made according to the terms as set forth in **Exhibit B – Compensation**, attached hereto and expressly incorporated by reference.
4. **CONTRACT DOCUMENTS.** This Agreement and its Exhibits make up the Contract Documents for this Agreement. The Contract Documents form the entire agreement between the Parties.
5. **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.
6. **BOOKS AND RECORDS.**

- a. Each Party shall keep and maintain under generally accepted accounting principles full, true and complete books, records, and documents as are necessary to fully disclose to the other Party, properly empowered government entities, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with the terms of this Agreement and any applicable statutes and regulations. All such books, records and documents shall be retained by each Party in accordance with its respective Records Retention Policy, or at least a minimum of five (5) years from the date of termination of this Agreement; whichever is longer. This retention time shall be extended when an audit is scheduled or in progress for a period of time reasonably necessary to complete said audit and/or to complete any administrative and/or judicial proceedings which may ensue.
 - b. Each Party shall, at all reasonable times, have access to the other Party's records, calculations, presentations, and reports produced under this Agreement for inspection and reproduction.
7. **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.
8. **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.
9. **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.
10. **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, act of terrorism, 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.
11. **INDEMNIFICATION.**

- a. To the extent expressly provided in Chapter 41 of Nevada Revised Statutes, Agency 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 Agency 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. To the extent expressly provided in Chapter 41 of Nevada Revised Statute, RTC agrees to protect, defend, indemnify and hold Agency, 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.
12. **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.
 13. **COMPLIANCE WITH UNIFORM GUIDANCE CONTRACT PROVISIONS FOR NON-FEDERAL ENTITIES.** In accordance with 2 CFR Part 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, RTC agrees to comply with all applicable contract

provisions contained therein, which are expressly incorporated by reference herein. The above-mentioned Appendix includes, but is not limited to, the following specific provisions:

- a. **ENERGY EFFICIENCY.** RTC will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
 - b. **STATEMENT OF ELIGIBILITY.** RTC acknowledges to the best of its knowledge, information, and belief, and to the extent required by law, neither RTC nor any of its 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).
14. **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, gender identity or expression, 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.
 15. **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.
 16. **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.
 17. **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.
 18. **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.
 19. **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.
 20. **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.

21. **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.
22. **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.
23. **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.
24. **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
Attn: Mark Hyfler
600 S. Grand Central Parkway
Las Vegas, NV 89106

Southern Nevada Health District
Legal Department
Contract Administrator
280 South 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.

**AGENCY:
SOUTHERN NEVADA HEALTH DISTRICT**

By: _____
John A. Shannon
Director of Administration

Date: _____

APPROVED AS TO FORM:

Annette L. Bradley, Esq.
General Counsel
Southern Nevada Health District

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

APPROVED:

By: _____ Date: _____
LAWRENCE L. BROWN III
Chairman, Board of Regional Transportation Commission of Southern Nevada

ATTEST:

By: _____ Date: _____
Marin Dubois
Management Analyst

APPROVED AS TO FORM:

By: _____ Date: _____
GREG GILBERT
Outside General Counsel

Exhibit A

Scope of Agreement

Agency Responsibilities:

1. The Agency shall be responsible for submitting an order to the RTC when the Agency desires to purchase bus passes and/or transit guides from the RTC.
2. The Agency shall submit orders on a form provided by the RTC.
3. The Agency will establish an RTC account for billing purposes. The Agency will provide one point of contact for ordering and billing purposes. The Agency is required to notify RTC, either by confirmed FAX, mail or email, of any changes so that the information is kept up to date.
4. The Agency shall be responsible for and retain the risk of loss for all bus passes and transit guides delivered by the RTC to the Agency.
5. The Agency shall be responsible for remitting to the RTC all amounts invoiced by the RTC for bus pass and transit guide orders, with-in 30 (thirty) calendar days of the date on the invoice submitted to the Agency by the RTC. Failure to pay will result in the Agency account being placed on a temporary suspension until past due invoices are paid in full, mailed to the address on the invoice, and received by the RTC. The RTC may initiate collection proceedings through all available means and legal processes on unpaid balances. If the RTC initiates collection proceedings, the RTC shall have the right to seek all costs, including attorney's fees, accumulated by the RTC.
6. In the event that the Agency account becomes 60 (sixty), or more, calendar days past due, the RTC reserves the right to place the Agency account on a cash on delivery status for the remainder of the contract term, upon written notice.
7. The Agency shall adhere to the following rules of reduced fare validation:
 - a. All reduced fare customers must have a valid RTC Reduced Fare photo identification card, another U.S. transit system reduced fare photo identification card, a Clark County School District photo identification card, a RTC issued Veterans ID Card or a Medicare card in order to receive a reduced fare pass. **No other identification will be acceptable to purchase reduced fare passes.** Bus passengers may apply for the necessary reduced fare photo identification card from the RTC at the Bonneville Transportation Center or at the Administration Office. As necessary, Agency will provide the address and RTC service hours to those customers seeking a reduce fare bus pass without the required identification.
 - b. Failure by the Agency to verify the proper reduced fare identification card may result in the RTC suspending the Agency from the reduced fare program.
 - c. If a Reduced Fare Pass is sold to a customer that does not have the correct Reduced Fare identification, the **Agency will be responsible for correcting the sale with the customer. Any loss of bus passes inventory due to the incorrect sale will be the responsibility of the Agency.**

RTC Responsibilities:

1. The RTC will ship RTC Transit bus passes via UPS, to the Agency point of contact listed on the applicable Non-Profit/Governmental Agency Order Form.
2. The RTC shall be responsible for shipping the RTC bus passes and transit guides the Agency has ordered within ten (10) businesses days of receiving the Agency's order.
3. The RTC shall be responsible for providing, within seven days of receipt of delivery, a detailed invoice of bus passes and transit guides delivered informing the Agency of the amount due the RTC.
4. The RTC will notify the Agency, no less than 30 days in advance, of new bus passes or transit guides being offered for sale or any changes in prices for any bus passes or transit guides.

Exhibit B

Compensation

1. The total not-to-exceed amount of this Agreement is \$1,800. This project is supported by the Subaward funds described in Section G of this Agreement in the amount of \$1,800; this accounts for 100% of the total funding for the term of the Agreement.
2. The Agency shall pay the RTC half price for each Full Fare 24 Hour Day Pass purchased. The Agency shall pay the RTC full price for all other types of bus passes purchased.



**NON-PROFIT/GOVERNMENTAL AGENCY ORDER FORM
RTC FARE MEDIA**

Order Date: _____
 Vendor Name: _____
 Ship to Address: _____
 City and Zip Code: _____
 Telephone No.: _____
 Fax No.: _____
 Contact Person: _____
 Email Address: _____

Please indicate the amount of each fare media type in space provided:

TYPE	QUANTITY		UNIT PRICE	TOTAL
30 Day Full Fare Passes		x	\$65.00 each Pass	\$
30 Day Reduced Fare Passes		x	\$32.50 each Pass	\$
Full Fare Day Passes (Batch of 100 passes)		x	\$250.00 per Batch	\$
15 Day Full Fare Passes		x	\$34.00 each pass	\$
15 Day Reduced Fare Passes		x	\$17.00 each Pass	\$
			GRAND TOTAL	\$

Name (please print): _____

**To place your order Email to buspass@rtcsonv.com
 or FAX to RTC Finance Department at (702) 676-1630
 To check status of placed order email buspass@rtcsonv.com
 or call the Bus Pass Hotline at (702) 676-1670**

****This form may be copied so that you will always have a blank form for future orders****

Thank you for your order.