



**TO:** SOUTHERN NEVADA DISTRICT BOARD OF HEALTH      **DATE:** July 23, 2020

**RE:** *Approval of Biocontainment Cube and Curtain Divider Systems Lease Agreement for the Non-Congregate Shelter Between Southern Nevada Health District and Ahern Rentals, Inc.*

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**PETITION #01-21**

**That the Southern Nevada District Board of Health** *approve Agreements C20000157 and C2000155 between the Southern Nevada health District and Ahern Rentals.*

**PETITIONERS:**

**Sean Beckham, Facility Manager** *SB*  
**Alfred McGugin, MPA, FQHC Operations Officer** *AM*  
**Fermin Leguen, MD, MPH, Acting Chief Health Officer** *FL*

**DISCUSSION:**

The SNHD propose the use of biocontainment units in the NCS North facility for COVID-19 positive patients. The units consist of three (3) cube tents with HEPA filters to be returned to the vendor at the end of the NCS COVID-19 response. Additionally, SNHD proposes the installation and use of the antimicrobial curtain system to be used in the NCS South isolation/quarantine facility for COVID-19 positive patients. The curtain system includes twenty-nine cube curtain divider system to separate patient rooms.

**FUNDING:**

The maximum rental for both agreements is \$115,635 and not to exceed thirteen (13) months. Funding for both systems will be through the COVID-19 response general fund. The expenses have been added to the FEMA response grant for reimbursement.



**BIOCONTAINMENT CUBE SYSTEM LEASE AGREEMENT  
BETWEEN  
SOUTHERN NEVADA HEALTH DISTRICT  
AND  
AHERN RENTALS, INC.  
C2000157**

THIS BIOCONTAINMENT CUBE SYSTEM LEASE AGREEMENT ("Agreement") is by and between the Southern Nevada Health District ("Health District"), and Ahern Rentals, Inc. ("Contractor") (individually "Party" and collectively "Parties").

**RECITALS**

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

WHEREAS, Health District has an immediate need for three (3) reliable and efficient negative-pressure tent enclosures with HEPA filters (collectively, "BioCube System" or "Equipment") for use in an Emergency Prefabricated Temporary Non-Congregational Shelter ("NCS Building #2") being installed by its manufacturer on the north side of Health District's permanent building located at 280 S. Decatur Blvd, Las Vegas, Nevada; and

WHEREAS, Contractor is an equipment rental company that has experience in providing equipment on a lease or lease-to-own basis, and is willing to lease such a BioCube System to Health District, and to install the BioCube System in Health District's NCS Building #2 pursuant to the terms and conditions set forth herein.

NOW, THEREFORE in consideration of the mutual promises contained herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1) **TERM, TERMINATION AND AMENDMENT.** This Agreement shall be effective from the date of the last signature affixed hereto (the "Effective Date") through February 28, 2021 (the "Initial Term"), unless sooner terminated by either Party as set forth in this Agreement. This Agreement may be extended upon mutual written agreement of the Parties.
  - 1.01 This Agreement may be terminated by either Party prior to the date set forth in paragraph 1, provided that a termination shall not be effective until thirty (30) days after a Party has served written notice upon the other Party. Termination of this Agreement for any reason, other than Contractor's breach of terms, shall not relieve the Health District from completing and paying Contractor for eight (8) Payment Periods, as more particularly set forth in the attachments to this Agreement.
  - 1.02 This Agreement may be terminated by mutual consent of both Parties or unilaterally

by either Party with or without cause.

- 1.03 This Agreement will immediately terminate (i) If Contractor becomes excluded, debarred, suspended, or otherwise ineligible to participate in federal programs, including federal health care programs and federal procurement or non-procurement programs; or (ii) If Contractor's Insurance as required pursuant to this Agreement is canceled or non-renewed; or (iii) if, upon Health District request, Contractor fails to timely produce evidence of current insurance coverage in accordance with this Agreement.
  - 1.04 Upon termination of this Agreement for any reason other than Contractor's breach of terms, Health District agrees to pay all lease amounts to Contractor for a minimum of eight (8) Payment Periods, as more particularly defined and set forth in the attachments to this Agreement, and for all other amounts due to Contractor as of the termination date, including, but not limited to, invoices submitted but not yet paid for actual services performed, and actual services provided as of the termination date.
  - 1.05 This Agreement is subject to the availability of funding and subject to Section 1.04 herein, shall be terminated immediately if, for any reason, state and/or federal funding ability, or grant funding budgeted to satisfy this Agreement is withdrawn, limited or impaired.
  - 1.06 This Agreement may only be amended, modified or supplemented by a writing signed by a duly authorized agent/officer of each Party and effective as of the date stipulated therein.
- 2) **INCORPORATED DOCUMENTS.** The services to be performed and/or the goods to be provided and the consideration therefore shall be specifically described in the attachments to this Agreement, which are expressly incorporated into and are specifically a part of this Agreement, as follows:
- ATTACHMENT 1: SCOPE OF SERVICES
  - ATTACHMENT 2: SCHEDULE AND PAYMENT
- 3) **SERVICES/STANDARD OF PERFORMANCE.** Consistent with the Scope of Services, more fully outlined in Attachment 1, Contractor shall:
- 3.01 Perform all services required pursuant to this Agreement.
  - 3.02 Assign only competent personnel to perform services pursuant to this Agreement.
  - 3.03 Perform the services in compliance with all applicable federal, state, and local laws, statutes, regulations, and industry standards.
- 4) **BOOKS AND RECORDS.** 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 Schedule, or for a minimum of five (5) years; whichever is longer, from the date of termination of this Agreement. 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 processes which may ensue.

4.01 Health District shall, at all reasonable times and with prior written notice, have access to Contractor's records, calculations, presentations and reports relating to this Agreement for inspection and reproduction.

- 5) **ACCEPTANCE AND PAYMENTS.** Health District agrees to pay Contractor for the BioCube System, delivered, and installed under the lease terms stipulated in Attachment 2, Schedule and Payment. No security deposit is required.

5.01 Health District shall inspect BioCube System within three (3) business days of complete installation by Contractor. Unless Health District within said period of time gives written notice to Contractor specifying any defect in or other proper objection to Equipment, Health District agrees that it shall be presumed that Health District has inspected and accepted BioCube system in good condition and repair.

- 6) **LIMITATION OF WARRANTIES.** Except to the extent that Contractor provided Health District a warranty in writing, Contractor makes no warranties, express or implied, including warranties of merchantability or fitness for a particular purpose. Health District chooses any/all third-party service providers based on Health District's judgment. Health District may contact Contractor or the BioCube System manufacturer for a statement of the warranties, if any, that the manufacturer is providing. Any warranties provided to Contractor will be assigned to Health District, to the extent assignable.

- 7) **EQUIPMENT USE.** During the Initial Term or any Renewal Term of this Agreement, Health District agrees to keep the leased Equipment in good working order and good condition, except for ordinary wear and tear. Health District shall only use Equipment in a careful and proper manner, use it for business purposes only, and not modify or move it from its initial location without Contractor's prior written consent, which consent will not be unreasonably withheld.

- 8) **LOSS OR DAMAGE.** Health District is responsible for any theft, destruction of, or damage to Equipment (collectively "Loss") and, to the extent permitted by law, hereby indemnifies and holds Contractor harmless arising out of or in any way related to this Agreement from the time Equipment is delivered to Health District until it is delivered to Contractor at the end of the Initial Term or any Renewal Term. Health District will notify Contractor in writing immediately of any Loss.

- 9) **INSURANCE.**

- 9.01** Health District agrees: 1) to keep the Equipment fully insured against physical loss at its replacement cost or damage, with Contractor named as loss payee; and 2) Upon Contractor's written request, to provide proof of insurance within ten (10) business days of such request. If Health District fails to maintain property loss insurance and/or fails to timely provide proof of such insurance, Contractor has the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of Contractor's choosing in such form and commercially reasonable amounts to protect Contractor's interests. Insurance proceeds received will be applied, to repair, replace, or make payment on the Equipment as applicable.
- 9.02** With the exception of the coverage described in Subsection 9.01 above, Contractor at its sole cost and expense agrees to obtain and maintain in full force and effect during the term of this Agreement, insurance in commercially reasonable amounts calculated to protect itself and, as an additional insured, the Health District, from any and all claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from activities performed or facilitated by this Agreement, whether these activities are performed by Contractor or anyone directly or indirectly engaged or employed by Contractor. Upon Health District's request, Contractor will provide evidence of its then-current insurance coverage pursuant to this Subsection 9.02 within ten (10) business days of such request.
- 10) TAXES.** Health District is a tax-exempt organization (State of Nevada, Department of Taxation Account No. RCE-004-676) and shall promptly provide Contractor with a valid tax exemption certificate(s) for any and all taxes for which Health District is exempt.
- 11) RENEWAL, PRODUCT RETURNS.** As applicable pursuant to Attachment 2, Schedule and Payment, at the end of the Initial Term or any Renewal Terms, Health District will coordinate with Contractor for removal and return the BioCube System to Contractor (or its designee), to the location designated by Contractor, in as good condition as when received by Health District, except for ordinary wear and tear.
- 12) STATUS OF PARTIES: INDEPENDENT CONTRACTOR.** The Parties hereto are associated with each other only for the purposes and to the extent set forth in this Agreement. In respect to performance of services pursuant to this Agreement, each Party, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Further, it is expressly understood and agreed by the Parties that nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, association, co-employment or joint employer relationship, or other affiliation or like relationship between the Parties. In no event shall either Party be liable for debts or obligations of any other except as otherwise specifically provided in this Agreement.
- 12.01** Contractor has and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by Contractor in the



performance of the services hereunder. Contractor shall be solely responsible for all matters relating to the payment of its employees, including compliance with social security, withholding, and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.

- 13) **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).
- 14) **CONFIDENTIALITY.** No protected health information as that term is defined in the Health Insurance Portability and Accountability Act of 1996 or personally identifiable information will be shared with Contractor during the course of this Agreement. Accordingly, no Business Associate Agreement is required. Consistent with state and federal privacy laws, Contractor will at all times have in place procedures to ensure the privacy and maintain the confidentiality of any Health District information with at least the same degree of care as it maintains the confidentiality of its own confidential information of like importance. No such confidential information will be released to any third party without Health District's prior written consent.
- 15) **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.
- 16) **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the 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.
- 17) **LIMITED LIABILITY.** Health District will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. To the extent applicable, actual agreement damages for any breach shall be limited by NRS 353.260 and NRS 354.626. Agreement liability of either Party shall not be subject to punitive damages.
- 18) **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 the Agreement after the intervening cause ceases.
- 19) **INDEMNIFICATION.** Neither Party waives any right or defense to indemnification that may exist in law or equity.

20) **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 will 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, sexual orientation or gender identity or expression. The Parties likewise agree to comply with all state and federal employment discrimination statutes, including but not limited to Title VII, and the American with Disabilities Act.

21) **GENERAL PROVISIONS.**

21.01 **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 non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

21.02 **ASSIGNMENT.** Neither Party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other Party.

21.03 **NON-EXCLUSIVITY.** This Agreement is non-exclusive and both Parties remain free to enter into similar agreements with third parties. Contractor may, during the term of this Agreement or any extension thereof, perform services for any other clients, persons, or companies as Contractor sees fit, so long as the performance of such services does not interfere with Contractor's performance of obligations under this Agreement.

21.04 **MUTUAL COOPERATION.** The Parties shall fully cooperate with one another, and shall take any additional acts, or sign any additional documents as is reasonably necessary, appropriate, or convenient to achieve the purposes of this Agreement.

21.05 **PUBLIC RECORDS.** Pursuant to NRS Chapter 239, information or documents, including this Agreement, may be opened by the Health District to public inspection and copying. The Health District will have a duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

21.06 **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 Agreement shall not be construed to create such status. The rights, duties, and obligations contained in the Agreement shall operate only between the Parties of this Agreement, and shall inure solely to the benefit of the Parties determining and performing their obligations under this Agreement.

21.07 **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.

21.08 ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the Parties and supersedes any prior contracts or agreement between the Parties regarding the subject matter hereof.

21.09 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, 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 Agreement.

21.10 NOTICES. All notices permitted or required under this Agreement shall be made by personal delivery, overnight delivery, or via U.S. certified mail, return receipt requested, to the other Party at its address as set forth below:

Southern Nevada Health District  
Contract Administrator, Legal Dept.  
280 S. Decatur Blvd.  
Las Vegas, NV 89107


Ahern Rentals, Inc.  
Randy Gonzalez  
2100 W. Bonanza Road  
Las Vegas, NV 89106

21.11 COUNTERPARTS. This Agreement may be signed in multiple counterparts, which shall, when executed by all the Parties, constitute a single binding Agreement.

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

SOUTHERN NEVADA HEALTH DISTRICT

AHERN RENTALS, INC.

By:   
\_\_\_\_\_  
Fermin Leguen, MD, MPH  
Acting Chief Health Officer

Signature Redacted Signature Redacted  
Signature Redacted Signature Redacted  
Signature Redacted Signature Redacted  
Signature Redacted Signature Redacted  
By: \_\_\_\_\_

Date: 6/26/2020

Date: 6/24/20

Approved as to form:

By:   
\_\_\_\_\_  
Heather Anderson-Fintak, Esq.  
Associate General Counsel



**ATTACHMENT 1  
SCOPE OF SERVICES**

**Contractor will:**

- A. Provide the BioCube System to Health District as newly manufactured with no used or refurbished parts. Contractor provided specification sheets listing all accessories, features, functions and technical requirements for the BioCube System, which are attached hereto as Exhibit 1-A, BioCube System Specifications.**
- B. Provide all service calls necessary to maintain equipment in good and proper working condition within the operating guidelines provided by the manufacturer. All service will be provided during Health District's normal working hours (8:00-4:30, Monday-Friday).**
- C. Replace poor performing and/or problematic components of the BioCube System with similar equipment.**
- D. The Parties agree that each Contractor billing cycle will consist of twenty-eight (28) calendar days ("Payment Period(s)").**
- E. BioCube System Installation and Return. In providing the Installation and Return services as described herein, Contractor will use commercially reasonable efforts to perform such services in a timely manner consistent with industry standards.**
  - E.1 BioCube System Delivery and Installation. The Parties will agree to an installation schedule within one week after the Effective Date. Contractor will deliver and perform installation of the BioCube System as more specifically described in Exhibit 1-A. Installation will be performed by qualified personnel, in accordance with manufacturer's instructions, and conducted in a manner which is not unreasonably disruptive to regular operation at the Health District. Contractor will provide clean up and disposal of all debris resulting from Contractor's installation.**
  - E.2 BioCube System Return. Pursuant to the terms and conditions of this Agreement, Health District may elect to return the BioCube System to Contractor at any time during the term of the Agreement. Health District will notify Contractor in writing when it no longer requires the use of BioCube System, and the Parties will agree to a removal and return schedule within one week of Contractor's receipt of such notice. For avoidance of doubt, the Health District agrees to make lease payments on the BioCube System for a minimum of eight (8) Payment Periods unless Contractor breaches the terms of this Agreement. Decontamination and removal will be performed by qualified Contractor personnel, in accordance with manufacturer's instructions, and conducted in a manner which is not unreasonably disruptive to regular operation at the Health District. Contractor will provide clean up and disposal of all debris resulting from the removal, and will transport the BioCube System from the Health District's location.**

EXHIBIT 1-A  
BIOCUBE SYSTEM SPECIFICATIONS

# B.C.U

Bio Containment Unit 6-TR

## Technical data sheet



### FRAMES NOT INCLUDED

Dimensions, exterior	Length	Width	Height
Dimensions, interior	120"	120"	108"
Weight (Single Module)	96"	96"	96"
Expansion Module	450 Lbs		
Material	400 Lbs		
Setup time	Aluminum and PVC Vinyl		
Lighting	60 min per module (2 techs)		
Filtration	Qty 2, 4" Led Tubes		
Air Volume	Qty. Filters at .03 micron (input and exhaust)		
Power Requirements	100 CFM = 12 room changes per hour		
Frame	120v AC 20amp		
	6" ModTruss Aluminum		

\*Product is for the purposes of reducing cross contamination between occupants.

### Features:

Easy Clean surfaces  
Removable  
Right and true standing  
Simple assembly, all assembly tools provided.  
Dependable and Modular to fit a variety of areas  
Negative Pressure environment (Airflow flow indicated)  
Cross airflow with .03 micron filtration at a rate of 100 CFM  
100% operation with included UPS (uninterruptible power supply)  
Isolated flexible grade outlets with detachable in-room extension strip  
Additional power for external equipment  
Led Lighting  
Attach multiple rooms together to create a cloning and cutting area  
Cover with white opening to allow personnel viewing but PPE  
Fire Resistance: Class A / Class B Fire-Rated per ASTM E-84

Patent pending

All Product shipped From Fond Du Lac, WI USA

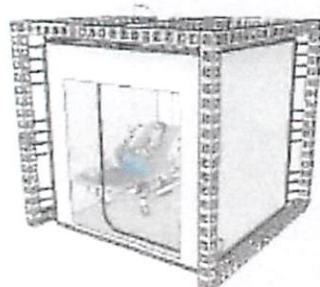
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EXHIBIT 1-A  
BIOCUBE SYSTEM SPECIFICATIONS

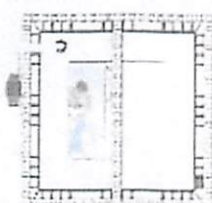


Technical data sheet

Single Module

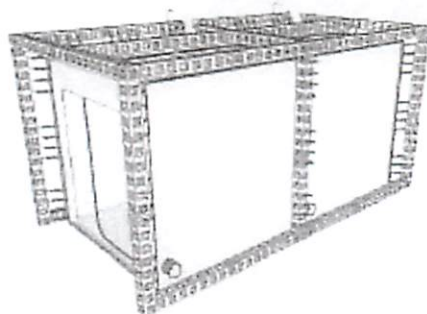


FRAMES NOT INCLUDED

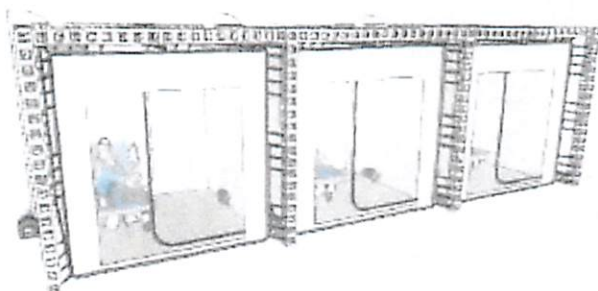


Single Module Dimensions  
10' L x 10' W x 10' H

Donning Doffing Configuration



Multi room expansion



Patent pending:

**ATTACHMENT 2  
SCHEDULE AND PAYMENT**

- A. In accordance with Attachment 1, Subsection F.1, Contractor will deliver and install BioCube System.**
  - A.1 Contractor will deliver and install the BioCube System as soon as can be mutually scheduled by the Parties, but no later than June 22, 2020. The Parties agree that installation of the BioCube System is contingent upon completion of the installation of vinyl flooring into NCS Building #2 by the NCS Building #2 manufacturer.**
- B. In accordance with Attachment 1, Subsection F.2, Contractor may remove BioCube System from NCS Building #2 for return to Contractor.**
- C. Payment Periods, Fees, and Lease-to-Own Provision**
  - C.1 For the term of the Agreement, the Parties agree that each Contractor billing cycle will consist of twenty-eight (28) calendar days ("Payment Period(s)").**
  - C.2 Consistent with Section D below, Contractor will bill Health District in an amount not to exceed \$5,850 for each Payment Period during the term of the Agreement.**
  - C.3 Health District may elect to return BioCube System to Contractor pursuant to Attachment 1, Subsection F.2. In the event Health District returns the BioCube System to Contractor, Health District agrees to pay Contractor a one-time removal and return fee of \$2,500.**
  - C.4 Subject to Section 12 of the Agreement, Health District agrees it will pay Contractor for a minimum of eight (8) Payment Periods, or an aggregate amount of \$46,800, regardless of the date on which Health District elects to return BioCube System to Contractor.**
    - (a) Should Health District elect to return the BioCube System prior to or upon the completion of the eighth (8<sup>th</sup>) Payment Period, Health District will notify Contractor, in writing, to cease billing the Health District for the lease of the BioCube System after the eighth Payment Period is invoiced. Notwithstanding the foregoing, if Health District returns the BioCube System prior to the end of the eighth Payment Period, the Health District will not be responsible for lease payments in excess of eight (8) Payment Periods, with the exception of the removal and return fee described in the above Subsection C.3.**
  - C.5 Should Health District elect to retain the BioCube System after the initial eight (8) Payment Periods, Contractor will continue billing Health District at the rate of \$5,850 per Payment Period until BioCube System is returned to Contractor, but will cease such billing when a total of thirteen (13) Payment Periods is billed.**
    - (a) After Health District's payment of the thirteenth Payment Period invoice, the Health District must notify Contractor, in writing, to obtain a final purchase invoice (with no charge) in order for Contractor to convey ownership of the BioCube System to**

District must notify Contractor, in writing, to obtain a final purchase invoice (with no charge) in order for Contractor to convey ownership of the Curtain System to Health District.

- D. Contractor will provide one monthly invoice within twenty-eight (28) days after complete installation of Curtain System and as appropriate every twenty-eight (28) days thereafter. Each invoice shall reference Agreement Number C2000155, and will included, at a minimum: i) a description of the item leased by Health District; and ii) the specific four-week payment period (e.g. July 1, 2020 through July 28, 2020) for which Contractor intends to bill Health District; and iii) signature by Contractor's official representative, including a statement certifying the invoice is a true and accurate billing.
  - D.1 Health District may request, and Contractor shall provide, backup documentation including but not limited to invoices, receipts, or proof of payments. Contractor shall maintain such backup documents in accordance with cost principles applicable to this Agreement.
  - D.2 Health District shall not be liable for interest charges on late payments.
  - D.3 Health District reserves the right to dispute any invoice submitted by Contractor that does not conform with the provisions of this Attachment 2. In the event an invoice is in dispute, payment for that invoice will be held until the dispute is resolved.
  - D.4 Health District shall pay undisputed invoices within thirty (30) days of Contractor's submittal via email to [AP@snhd.org](mailto:AP@snhd.org). Contractor is responsible for confirmation of Health District's receipt of any and all invoices submitted for payment.





CURTAIN DIVIDER SYSTEM LEASE AGREEMENT  
BETWEEN  
SOUTHERN NEVADA HEALTH DISTRICT  
AND  
AHERN RENTALS, INC.  
C2000155

THIS CURTAIN DIVIDER SYSTEM LEASE AGREEMENT ("Agreement") is by and between the Southern Nevada Health District ("Health District"), and Ahern Rentals, Inc. ("Contractor") (individually "Party" and collectively "Parties").

RECITALS

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

WHEREAS, Health District has an immediate need for a reliable and efficient Curtain Divider System ("Curtain System" or "Equipment") for use in an Emergency Prefabricated Temporary Non-Congregational Shelter ("NCS Building #1") being installed by its manufacturer on the south side of Health District's permanent building located at 280 S. Decatur Blvd, Las Vegas, Nevada; and

WHEREAS, Contractor is an equipment rental company that has experience in providing equipment on a lease or lease-to-own basis, and is willing to lease a Curtain System to Health District, and to install the Curtain System in Health District's NCS Building #1 pursuant to the terms and conditions set forth herein.

NOW, THEREFORE in consideration of the mutual promises contained herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1) TERM, TERMINATION AND AMENDMENT. This Agreement shall be effective from the date of the last signature affixed hereto (the "Effective Date") through February 28, 2021 (the "Initial Term"), unless sooner terminated by either Party as set forth in this Agreement. This Agreement may be extended upon mutual written agreement of the Parties.
  - 1.01 This Agreement may be terminated by either Party prior to the date set forth in paragraph 1, provided that a termination shall not be effective until thirty (30) days after a Party has served written notice upon the other Party. Termination of this Agreement for any reason, other than Contractor's breach of terms, shall not relieve the Health District from completing and paying Contractor for eight (8) Payment Periods, as more particularly set forth in the attachments to this Agreement.
  - 1.02 This Agreement may be terminated by mutual consent of both Parties or unilaterally by either Party with or without cause.

- 1.03 This Agreement will immediately terminate (i) if Contractor becomes excluded, debarred, suspended, or otherwise ineligible to participate in federal programs, including federal health care programs and federal procurement or non-procurement programs; or (ii) if Contractor's Insurance as required pursuant to this Agreement is canceled or non-renewed; or (iii) if, upon Health District request, Contractor fails to timely produce evidence of current insurance coverage in accordance with this Agreement.
- 1.04 Upon termination of this Agreement for any reason other than Contractor's breach of terms, Health District agrees to pay all lease amounts to Contractor for a minimum of eight (8) Payment Periods, as more particularly defined and set forth in the attachments to this Agreement, and for all other amounts due to Contractor as of the termination date, including, but not limited to, invoices submitted but not yet paid for actual services performed, and actual services provided as of the termination date.
- 1.05 This Agreement is subject to the availability of funding and subject to Section 1.04 herein, shall be terminated immediately if, for any reason, state and/or federal funding ability, or grant funding budgeted to satisfy this Agreement is withdrawn, limited or impaired.
- 1.06 This Agreement may only be amended, modified or supplemented by a writing signed by a duly authorized agent/officer of each Party and effective as of the date stipulated therein.
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- ATTACHMENT 1: SCOPE OF SERVICES  
ATTACHMENT 2: SCHEDULE AND PAYMENT
- 3) **SERVICES/STANDARD OF PERFORMANCE.** Consistent with the Scope of Services, more fully outlined in Attachment 1, Contractor shall:
- 3.01 Perform all services required pursuant to this Agreement.
- 3.02 Assign only competent personnel to perform services pursuant to this Agreement.
- 3.03 Perform the services in compliance with all applicable federal, state, and local laws, statutes, regulations, and industry standards.
- 4) **BOOKS AND RECORDS.** 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 Schedule, or for a minimum of five (5) years; whichever is longer, from the date of termination of this Agreement. 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 processes which may ensue.

4.01 Health District shall, at all reasonable times and with prior written notice, have access to Contractor's records, calculations, presentations and reports relating to this Agreement for inspection and reproduction.

- 5) **ACCEPTANCE AND PAYMENTS.** Health District agrees to pay Contractor for the Curtain System, delivered, and installed under the lease terms stipulated in Attachment 2, Schedule and Payment. No security deposit is required.

5.01 Health District shall inspect Curtain System within three (3) business days of complete installation by Contractor. Unless Health District within said period of time gives written notice to Contractor specifying any defect in or other proper objection to Equipment, Health District agrees that it shall be presumed that Health District has inspected and accepted Curtain system in good condition and repair.

- 6) **LIMITATION OF WARRANTIES.** Except to the extent that Contractor provided Health District a warranty in writing, Contractor makes no warranties, express or implied, including warranties of merchantability or fitness for a particular purpose. Health District chooses any/all third-party service providers based on Health District's judgment. Health District may contact Contractor or the Curtain System manufacturer for a statement of the warranties, if any, that the manufacturer is providing. Any warranties provided to Contractor will be assigned to Health District, to the extent assignable

- 7) **EQUIPMENT USE.** During the Initial Term or any Renewal Term of this Agreement, Health District agrees to keep the leased Equipment in good working order and good condition, except for ordinary wear and tear. Health District shall only use Equipment in a careful and proper manner, use it for business purposes only, and not modify or move it from its initial location without Contractor's prior written consent, which consent will not be unreasonably withheld.

- 8) **LOSS OR DAMAGE.** Health District is responsible for any theft, destruction of, or damage to Equipment (collectively "Loss") and, to the extent permitted by law, hereby indemnifies and holds Contractor harmless arising out of or in any way related to this Agreement from the time Equipment is delivered to Health District until it is delivered to Contractor at the end of the Initial Term or any Renewal Term. Health District will notify Contractor in writing immediately of any Loss.

- 9) **INSURANCE.**

9.01 Health District agrees: 1) to keep the Equipment fully insured against physical loss at its replacement cost or damage, with Contractor named as loss payee; and 2) Upon

Contractor's written request, to provide proof of insurance within ten (10) business days of such request. If Health District fails to maintain property loss insurance and/or fails to timely provide proof of such insurance, Contractor has the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of Contractor's choosing in such form and commercially reasonable amounts to protect Contractor's interests. Insurance proceeds received will be applied, to repair, replace, or make payment on the Equipment as applicable.

9.02 With the exception of the coverage described in Subsection 9.01 above, Contractor at its sole cost and expense agrees to obtain and maintain in full force and effect during the term of this Agreement, insurance in commercially reasonable amounts calculated to protect itself and, as an additional insured, the Health District, from any and all claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from activities performed or facilitated by this Agreement, whether these activities are performed by Contractor or anyone directly or indirectly engaged or employed by Contractor. Upon Health District's request, Contractor will provide evidence of its then-current insurance coverage pursuant to this Subsection 9.02 within ten (10) business days of such request.

10) TAXES. Health District is a tax-exempt organization (State of Nevada, Department of Taxation Account No. RCE-004-676) and shall promptly provide Contractor with a valid tax exemption certificate(s) for any and all taxes for which Health District is exempt.

11) RENEWAL, PRODUCT RETURNS. As applicable pursuant to Attachment 2, Schedule and Payment, at the end of the Initial Term or any Renewal Terms, Health District will coordinate with Contractor for removal and return the Curtain System to Contractor (or its designee), to the location designated by Contractor, in as good condition as when received by Health District, except for ordinary wear and tear.

12) STATUS OF PARTIES; INDEPENDENT CONTRACTOR. The Parties hereto are associated with each other only for the purposes and to the extent set forth in this Agreement. In respect to performance of services pursuant to this Agreement, each Party, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Further, it is expressly understood and agreed by the Parties that nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, association, co-employment or joint employer relationship, or other affiliation or like relationship between the Parties. In no event shall either Party be liable for debts or obligations of any other except as otherwise specifically provided in this Agreement.

12.01 Contractor has and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by Contractor in the performance of the services hereunder. Contractor shall be solely responsible for all matters relating to the payment of its employees, including compliance with social

security, withholding, and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.

- 13) **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).
- 14) **CONFIDENTIALITY.** No protected health information as that term is defined in the Health Insurance Portability and Accountability Act of 1996 or personally identifiable information will be shared with Contractor during the course of this Agreement. Accordingly, no Business Associate Agreement is required. Consistent with state and federal privacy laws, Contractor will at all times have in place procedures to ensure the privacy and maintain the confidentiality of any Health District information with at least the same degree of care as it maintains the confidentiality of its own confidential information of like importance. No such confidential information will be released to any third party without Health District's prior written consent.
- 15) **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.
- 16) **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the 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.
- 17) **LIMITED LIABILITY.** Health District will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. To the extent applicable, actual agreement damages for any breach shall be limited by NRS 353.260 and NRS 354.626. Agreement liability of either Party shall not be subject to punitive damages.
- 18) **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 the Agreement after the intervening cause ceases.
- 19) **INDEMNIFICATION.** Neither Party waives any right or defense to indemnification that may exist in law or equity.
- 20) **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 will 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, sexual orientation or gender identity or expression. The Parties likewise agree to comply with all state and federal employment discrimination statutes, including but not limited to Title VII, and the American with Disabilities Act.

**21) GENERAL PROVISIONS.**

- 21.01 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 non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.
- 21.02 ASSIGNMENT.** Neither Party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other Party.
- 21.03 NON-EXCLUSIVITY.** This Agreement is non-exclusive and both Parties remain free to enter into similar agreements with third parties. Contractor may, during the term of this Agreement or any extension thereof, perform services for any other clients, persons, or companies as Contractor sees fit, so long as the performance of such services does not interfere with Contractor's performance of obligations under this Agreement.
- 21.04 MUTUAL COOPERATION.** The Parties shall fully cooperate with one another, and shall take any additional acts, or sign any additional documents as is reasonably necessary, appropriate, or convenient to achieve the purposes of this Agreement.
- 21.05 PUBLIC RECORDS.** Pursuant to NRS Chapter 239, information or documents, including this Agreement, may be opened by the Health District to public inspection and copying. The Health District will have a duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
- 21.06 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 Agreement shall not be construed to create such status. The rights, duties, and obligations contained in the Agreement shall operate only between the Parties of this Agreement, and shall inure solely to the benefit of the Parties determining and performing their obligations under this Agreement.
- 21.07 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.
- 21.08 ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the

Parties and supersedes any prior contracts or agreement between the Parties regarding the subject matter hereof.

21.09 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, 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 Agreement.

21.10 NOTICES. All notices permitted or required under this Agreement shall be made by personal delivery, overnight delivery, or via U.S. certified mail, return receipt requested, to the other Party at its address as set forth below:

Southern Nevada Health District  
Contract Administrator, Legal Dept.  
280 S. Decatur Blvd.  
Las Vegas, NV 89107


Ahern Rentals, Inc.  
Randy Gonzalez  
2100 W. Bonanza Road  
Las Vegas, NV 89106


21.11 COUNTERPARTS. This Agreement may be signed in multiple counterparts, which shall, when executed by all the Parties, constitute a single binding Agreement.

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

SOUTHERN NEVADA HEALTH DISTRICT

AHERN RENTALS, INC.

By:   
\_\_\_\_\_  
Fermin Leguen, MD, MPH  
Acting Chief Health Officer

By:   
\_\_\_\_\_  
Signature Redacted Signature Redacted  
Signature Redacted Signature Redacted  
Signature Redacted Signature Redacted

Date: 6/26/2020

Date: 6/24/19

Approved as to form:

By:   
\_\_\_\_\_  
Heather Anderson-Fintak, Esq.  
Associate General Counsel

**ATTACHMENT 1  
SCOPE OF SERVICES**

**Contractor will:**

- A. Provide the Curtain System to Health District as newly manufactured with no used or refurbished parts. Curtain System will consist of twenty-nine (29) curtain cubicles, each consisting of track structures and curtains, including accessories, features, functions and technical requirements pursuant to Exhibit 1-A, Curtain System Components Specifications.**
- B. Provide all service calls necessary to maintain equipment in good and proper working condition within the operating guidelines provided by the manufacturer. All service will be provided during Health District's normal working hours (8:00-4:30, Monday-Friday).**
- C. Replace poor performing and/or problematic components of the Curtain System with similar equipment.**

**The Parties agree that each Contractor billing cycle will consist of twenty-eight (28) calendar days ("Payment Period(s)").**

- D. Curtain System Installation and Return. In providing the Installation and Return services as described herein, Contractor will use commercially reasonable efforts to perform such services in a timely manner consistent with industry standards.**
  - D.1 Curtain System Delivery and Installation. The Parties will agree to an installation schedule within one week after the Effective Date. Contractor will deliver and perform installation of the Curtain System as more specifically described in Exhibit 1-A. Installation will be performed by qualified personnel, in accordance with manufacturer's instructions, and conducted in a manner which is not unreasonably disruptive to regular operation at the Health District. Contractor will provide clean up and disposal of all debris resulting from Contractor's installation.**
  - D.2 Curtain System Return. Pursuant to the terms and conditions of this Agreement, Health District may elect to return the Curtain System to Contractor at any time during the term of the Agreement. Health District will notify Contractor in writing when it no longer requires the use of Curtain System, and the Parties will agree to a removal and return schedule within one week of Contractor's receipt of such notice. For avoidance of doubt, the Health District agrees to make lease payments on the Curtain System for a minimum of eight (8) Payment Periods, unless Contractor breaches the terms of this Agreement. Decontamination and removal will be performed by qualified Contractor personnel, in accordance with manufacturer's instructions, and conducted in a manner which is not unreasonably disruptive to regular operation at the Health District. Contractor will provide clean up and disposal of all debris resulting from the removal, and will transport the Curtain System from the Health District's location.**

EXHIBIT 1-A  
CURTAIN SYSTEM COMPONENTS SPECIFICATIONS  
TRACK STRUCTURE COMPONENTS



96"H

\*Recommended Base Size:  
16" x 14", 14" x 16", or 15" x 15"

Product Specs	8' UPRIGHT (B102)
Materials	Aluminum (anodized)
Dimensions	1.5" diameter - 96"H
Weight	2.7 lbs
Wall Thickness	6063 T-6/0.65
Shipping	Ships 20 per box (98"L x 8"W x 9"H)

**Product Features**

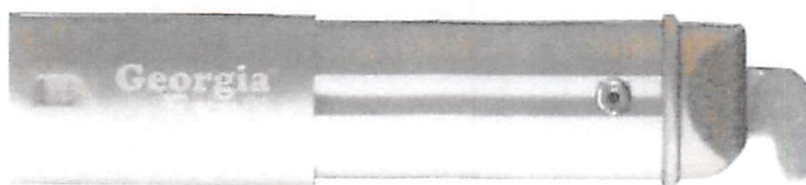
- The industry standard for uprights and the most commonly used
- Component of Pipe & Drape system which is used to define space
- Black Powder Coating available as an upgrade
- 4 drape support slots located at 3' and at the top of each upright

**STORAGE OPTIONS**

C103 - 8' Pipe Cart



EXHIBIT 1-A  
CURTAIN SYSTEM COMPONENTS SPECIFICATIONS  
TRACK STRUCTURE COMPONENTS



\*Also available in 3' - 5', 4' - 7', 7' - 12', 8' - 14', & 10'-18'

Product Specs		6' - 10' Premier Drape Support - B204
Materials		Aluminum - anodized Channel located on inside of pipe
Dimensions		Button stops adjust from 6' to 10' with stops at 8' and 10' 1.5" diameter 72"L when collapsed (tip to tip)
Weight		4.2 lbs
Hook End		Steel hook-ends, cast in aluminum, held into place with two rivets. Steel ring prevents hook-end from jamming into pipe if dropped. Replacement hook-ends available
Shipping		Ships 20 per box (74"L x 8"W x 9"H)

**Product Description**

Premier Drape Supports are the multipurpose telescoping drape support used to hang drape panels. This is a two piece telescoping rods that adjust using a button stop to different lengths, giving you the flexibility to work within your design space. Sizes range from 3" to 18" (with many ranges in between).

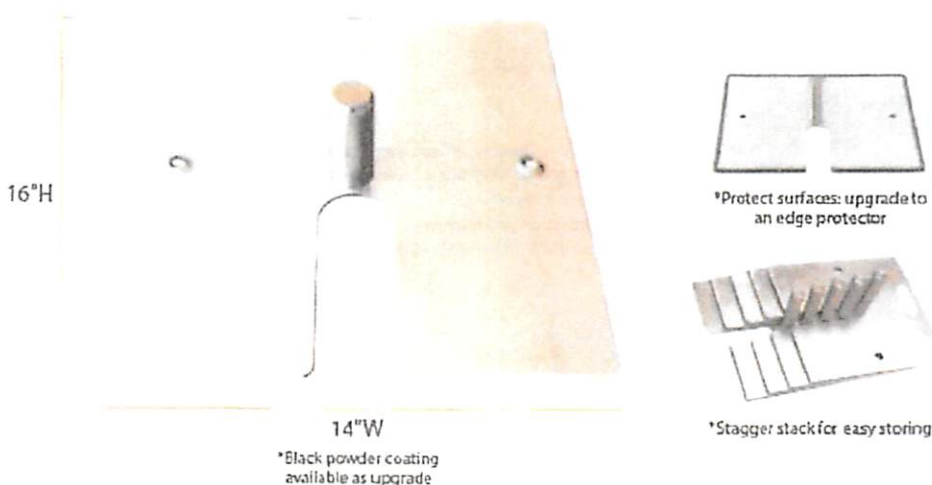
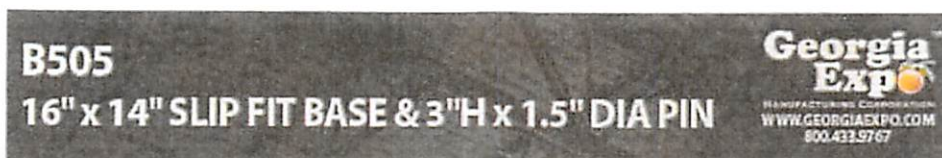
**STORAGE SOLUTION**

C104 - 6'-10" Pipe Cart





EXHIBIT 1-A  
CURTAIN SYSTEM COMPONENTS SPECIFICATIONS  
TRACK STRUCTURE COMPONENTS



Product Specs		16" x 14" Slip Fit Base (B505)
Materials		Steel - Galvanized, 8 gauge
Dimensions		16"H x 14"W (* 2nd dimension of base always denotes the side of the stacking slot)
Weight		10 lbs
Pin		3"H x 1.5" dia pin recommended for uprights up to 8'H 3 holes for pin placement
Stacking Slot		2" stacking slot on the 14" side of base

**Product Description**

Slip-fit bases are the foundation of the Pipe and Drape framework. A pin is attached to the base and the upright fits onto the pin. Most of our Slip-fit bases feature stacking slots, so when they're not in use you can leave the pin installed on the base and stagger stack them for storage.

**STORAGE SOLUTION**

C113-14 - AFrame Cart



EXHIBIT 1-A  
CURTAIN SYSTEM COMPONENTS SPECIFICATIONS  
CURTAINS

**ModoMed**

Professional Cubicle Curtains  
1-800-258-8817 • custsvc@ModoMed.com  
www.ModoMed.com

CUBICLE CURTAIN CARE AND SPECIFICATIONS

FABRIC: New Shadow Cube

FEATURES:

- Fabric is treated with Zinc Pyrithione (ZnP) – a durable, effective and safe antimicrobial compound.
- Zinc Pyrithione (ZnP) stops growth of bacteria or fungi upon curtain contact.
- Antimicrobial performance is verified up to 25 washings.
- Zone of inhibition prevents cross contamination and microorganisms from growing on or around fabric.
- Permanently flame retardant passing the NFPA 701 and MVSS-302 vertical flammability test.

SPECIFICATIONS:

- Color Type: Dye
- Fabric Content: 100% Polyester
- Weave: Dobby
- Finish: Anti-Microbial Fire-Retardant
- Horizontal Repeat: 0.5"
- Vertical Repeat: 0.75"
- Weight: 5.63 oz./sq. yard

CARE INSTRUCTIONS:

*THIS FABRIC CAN BE WASHED OR DRY CLEANED*

WASH CYCLE:

Machine wash in water temperature not exceeding 160°F. Using SYNTHETIC detergent.

- DO NOT BLEACH.
- DO NOT EXTRACT.
- AVOID FABRIC SOFTENERS OR OTHER CHEMICAL THAT CONTAINS SILICONE, WHICH AFFECTS FLAMMABILITY.

DRYING CYCLE:

- Tumble dry 3-5 minutes on SYNTHETIC cycle (110°F.) until damp dry, and remove immediately.

FINISHING

- No finishing if fabric is re-hung at termination of drying cycle. Occasional light touch-up with hand iron (275°F. Maximum) may be desired.
- DO NOT MANGLE.

\*ModoMed relies solely upon the flame retardant tests from the mills and makes no claims, directly or implied, regarding flame retardant properties of any fabrics.

NewShadowCubeCareandSpecifications.pdf

**ATTACHMENT 2  
SCHEDULE AND PAYMENT**

- A. In accordance with Attachment 1, Subsection F.1, Contractor will deliver and install Curtain System.**
  - A.1 Contractor will deliver and install the track structures for the Curtain System as soon as can be mutually scheduled by the Parties. The Parties agree that installation of the track structures is contingent upon completion of the installation of vinyl flooring into NCS Building #1 by the NCS Building #1 manufacturer.**
  - A.2 Contractor will deliver and install the divider curtains portion of the Curtain System as soon as is mutually practicable for the Parties, but no later than June 29, 2020.**
- B. In accordance with Attachment 1, Subsection F.2, Contractor may remove Curtain System from NCS Building #1 for return to Contractor.**
- C. Payment Periods, Fees, and Lease-to-Own Provision**
  - C.1 For the term of the Agreement, the Parties agree that each Contractor billing cycle will consist of twenty-eight (28) calendar days ("Payment Period(s)").**
  - C.2 Consistent with Section D below, Contractor will bill Health District in the amount of \$3,045 for each Payment Period during the term of the Agreement.**
  - C.3 Health District may elect to return Curtain System to Contractor pursuant to Attachment 1, Subsection F.2. In the event Health District returns the Curtain System to Contractor, Health District agrees to pay Contractor a one-time removal and return fee of \$2,500.**
  - C.4 Subject to Section 12 of the Agreement, Health District agrees it will pay Contractor for a minimum of eight (8) Payment Periods, or an aggregate amount of \$24,360, regardless of the date on which Health District elects to return Curtain System to Contractor.**
    - (a) Should Health District elect to return the Curtain System after the completion of the eighth (8<sup>th</sup>) Payment Period, Health District will notify Contractor, in writing, to cease billing the Health District for the lease of the Curtain System after the eighth Payment Period is invoiced. Notwithstanding the foregoing, if Health District returns the Curtain System prior to the end of the eighth Payment Period, Health District will not be responsible for lease payments in excess of eight (8) Payment Periods, with the exception of the removal and return fee described in the above Subsection C.3.**
  - C.5 Should Health District elect to retain the Curtain System after the initial eight (8) Payment Periods, Contractor will continue billing Health District at the rate of \$3,045 per Payment Period until Curtain System is returned to Contractor, but will cease such billing when a total of thirteen (13) Payment Periods is billed.**
    - (a) After Health District's payment of the thirteenth Payment Period invoice, the Health**

District must notify Contractor, in writing, to obtain a final purchase invoice (with no charge) in order for Contractor to convey ownership of the Curtain System to Health District.

- D. Contractor will provide one monthly invoice within twenty-eight (28) days after complete installation of Curtain System and as appropriate every twenty-eight (28) days thereafter. Each invoice shall reference Agreement Number C2000155, and will include, at a minimum: i) a description of the item leased by Health District; and ii) the specific four-week payment period (e.g. July 1, 2020 through July 28, 2020) for which Contractor intends to bill Health District; and iii) signature by Contractor's official representative, including a statement certifying the invoice is a true and accurate billing.
  - D.1 Health District may request, and Contractor shall provide, backup documentation including but not limited to invoices, receipts, or proof of payments. Contractor shall maintain such backup documents in accordance with cost principles applicable to this Agreement.
  - D.2 Health District shall not be liable for interest charges on late payments.
  - D.3 Health District reserves the right to dispute any invoice submitted by Contractor that does not conform with the provisions of this Attachment 2. In the event an invoice is in dispute, payment for that invoice will be held until the dispute is resolved.
  - D.4 Health District shall pay undisputed invoices within thirty (30) days of Contractor's submittal via email to [AP@snhd.org](mailto:AP@snhd.org). Contractor is responsible for confirmation of Health District's receipt of any and all invoices submitted for payment.