



**TO:** SOUTHERN NEVADA DISTRICT BOARD OF HEALTH      **DATE:** August 27, 2020

**RE:** *Approval of Interlocal Memorandum of Understanding Between the Southern Nevada Health District and Las Vegas-Clark County Library District*

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**PETITION #08-21**

**That the Southern Nevada District Board of Health** *approve Agreement C2100005 between the Southern Nevada health District and Las Vegas – Clark County Library District.*

**PETITIONERS:**

**JoAnn Rupiper, Clinical Services Director** *JR*  
**Fermin Leguen, MD, MPH, Acting Chief Health Officer** *FL*

**DISCUSSION:**

SNHD proposes this MOU to facilitate the access to health care services for 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.

**FUNDING:**

**General Funds 0051150000**



**INTERLOCAL MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SOUTHERN NEVADA HEALTH DISTRICT  
AND  
LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT  
C2100005**

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").

**RECITALS**

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, with jurisdiction over all public health matters within Clark County, Nevada; and

WHEREAS, Library District provides public services on the property locations listed in Attachment A (individually "Selected Property" and collectively "Properties"); and

WHEREAS, Health District operates mobile healthcare and community outreach clinics ("Mobile Clinic(s)") in southern Nevada and desires to temporarily place and operate Mobile Clinics on Properties as required; and

WHEREAS, in a collaborative effort to increase access to health services, Library District desires to permit and Health District desires to locate Mobile Clinics at the Properties 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**

2.01 Library District Agrees To:

a) Review each request to operate on a location identified in Attachment A on a

case-by-case basis to determine if the Selected Property will facilitate a Mobile Clinic, and whether the requested date will interfere with current operations.

- b) Grant the Health District, its agents, contractors, or employees a non-exclusive, temporary right for the following:
  - (i) Ingress and egress to the Selected Property,
  - (ii) Appropriate space for safe operation of the Mobile Clinic on the Selected Property,
  - (iii) Adequate parking on the Selected Property for the Health District's employees, agents and patients, and
- c) Advertise Mobile Clinic services to its clients and community.

**2.02 Health District Agrees To:**

- a) Give Library District advance notice of holding a Mobile Clinic at a Selected Property as identified in Attachment A.
- b) Not interfere with operation of the Library District's Libraries, which are located on a Selected Property, in any manner.
- c) Provide janitorial and cleaning services necessary to keep and maintain the Selected Property in a clean, neat and sanitary condition suitable for a properly operated medical clinic.
- d) Not encumber, assign, transfer any rights under this MOU, as security or otherwise or sublet the Properties or any part thereof.
- e) At the end of any scheduled use period, surrender possession of the Selected Property in the same condition as the Selected Property was in when Health District first occupied, ordinary wear and tear excepted.

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

**2.04 Within 30-days of the last signature affixed to this MOU, the Parties will begin development of a mutually agreed to schedule for use of the Properties.**

- 3) **EFFECTIVE AND ENDING DATES.** The Effective Date of this MOU is September 1, 2020 through August 31, 2025, unless otherwise terminated as provided in Section 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) **MUTUAL COOPERATION.** The Parties agree to cooperate fully in furtherance of this MOU and provide assistance to one another in the investigation and resolution of any complaints, claims, actions or proceedings that may arise out of the MOU. The Parties shall take any

additional acts or sign any additional documents as is reasonably necessary, appropriate, or convenient to achieve the purposes of this MOU.

- 6) **NON-EXCLUSIVITY.** Nothing in this MOU shall be construed as creating any duty or obligation of Library District to provide referrals to Health District. The Parties may contract with other local governmental agencies or commercial enterprises for the provision of services which are similar to those contemplated hereunder.
- 7) **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, joint employer, agency, joint venture, or partnership relationship between the Parties.
- 8) **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.
- 9) **LIMITED LIABILITY.** The Parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. MOU liability of the 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) **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.
- 11) **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.
- 12) **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**  
Legal Department  
Contract Administrator  
280 S. Decatur Blvd.  
Las Vegas, NV 89107

**Las Vegas-Clark County Library District**  
Community Engagement Director  
7060 W. Windmill Ln  
Las Vegas, NV 89113

- 13) **CONFIDENTIALITY.** No protected health information as that term is defined in the Health Insurance Portability and Accountability Act of 1996, as amended, or personally identifiable information will be shared with Library District during the course of this MOU. Accordingly, no Business Associate Agreement is required.
- 14) **USE OF NAME AND LOGO.** A Party may not use the other Party's name, mark, logo, design or other related symbol for any purpose without the other Party's prior written consent.

Each Party agrees that other Party, in its sole discretion, may impose restrictions on the use of its own name and/or logo. Each Party retains the right to terminate, with or without cause, the other Party's right to use the respective Party's name and/or logo.

- 15) **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.
- 16) **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.
- 17) **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).
- 18) **NON-DISCRIMINATION.** As Equal Opportunity Employers, the Parties have an ongoing commitment to hire, develop, recruit and assign the best and most qualified individuals possible. The Parties employ employees without regard to race, sex, color, religion, age, ancestry, national origin, marital status, status as a disabled veteran, or veteran of the Vietnam era, disability, sexual orientation or gender identity or expression. The Parties likewise agree that each will comply with all state and federal employment discrimination statutes, including but not limited to Title VII, and the American with Disabilities Act.
- 19) **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.

*[SIGNATURE PAGE TO FOLLOW]*

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

By: \_\_\_\_\_  
Fred James  
Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

By:  \_\_\_\_\_  
Heather Anderson-Fintak, Esq.  
Associate General Counsel  
Southern Nevada Health District

**ATTACHMENT A  
LIBRARY LOCATIONS**

Blue Diamond Library, 14 Cottonwood Dr., Blue Diamond, NV 89004

Bunkerville Library, 150 W. Virgin St., Bunkerville, NV 89007

Centennial Hills Library, 6711 N. Buffalo Dr., Las Vegas, NV 89131

Clark County Library, 1401 E. Flamingo Rd., Las Vegas, NV 89119

East Las Vegas Library, 2851 East Bonanza Road, Las Vegas, NV 89101

Enterprise Library, 25 E. Shelbourne Ave., Las Vegas, NV 89123

Goodsprings Library, 351 W. San Pedro Ave., Jean, NV 89019

Indian Springs Library, 715 Gretta Ln., Indian Springs, NV 89018

Laughlin Library, 2840 S. Needles Hwy., Laughlin, NV 89029

Meadows Library, 251 W. Boston, Ave., Las Vegas, NV 89102

Mesquite Library, 121 W. First North St., Mesquite, NV 89027

Moapa Town Library, 1340 E. Hwy 168, Moapa, NV 89025

Moapa Valley Library, 350 N. Moapa Valley Blvd., Overton, NV 89040

Mt. Charleston Library, 75 Ski Chalet Pl, Mt. Charleston, NV 89124

Rainbow Library, 3150 N. Buffalo Dr., Las Vegas, NV 89128

Sahara West Library, 9600 W. Sahara Ave., Las Vegas, NV 89117

Sandy Valley Library, 650 Quartz Ave., Jean, NV 89019

Searchlight Library, 200 Michael Wendell Way, Searchlight, NV 89046

Spring Valley Library, 4280 S. Jones Blvd., Las Vegas, NV 89103

Summerlin Library, 1771 Inner Circle Dr., Las Vegas, NV 89134

Sunrise Library, 5400 Harris Ave., Las Vegas, NV 89110

West Charleston Library, 6301 W. Charleston Blvd., Las Vegas, NV 89146

West Las Vegas Library, 951 W. Lake Mead Blvd., Las Vegas, NV 89106

Whitney Library, 5175 E. Tropicana Ave., Las Vegas, NV 89122

Windmill Library, 7060 W. Windmill Ln., Las Vegas, NV 89113