

TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH DATE: May 27, 2021

RE: Approval of Interlocal Agreement amendment with SNHD and Las Vegas Convention and Visitors Authority for occupancy and use of Convention Center Space to Health <u>D</u>istrict for COVID19 public health emergency and SNHD's operations to provide COVID19 Vaccine to public.

PETITION #42-21

That the Southern Nevada District Board of Health approve the attached interlocal agreement to form, for use of Las Vegas Convention and Visitors Authority space to Health District personnel in responding to public health emergencies, COVID19 threat to protect public health of residents and visitors to Nevada.

PETITIONERS:

Jeff Quinn, MPH, Public Health Preparedness Manager Michael Johnson, PhD, Director of Community Health MJ Norlon Munroe, CFE, Controller MM Fermin Leguen, MD, MPH, District Health Officer FL

DISCUSSION:

This is an amendment to Petition #34-21 that was previously approved by Board of Health with a change in physical location from C1 to S1 and extension of occupancy at convention center until June 25, 2021 to support COVID19 Vaccination Operations. In addition to use of S1, there is also an amendment to use the parking area to be able to provide vaccine to public in a vehicle drive through lane of operation.

When a Public Health emergency or disaster occurs in Southern Nevada and Health District's emergency operations plans are activated by Health District's Chief Health Officer or Designee, or the appropriate state or federal governmental official; it is imperative that the Health District maintains the ability to mobilize and staff public and closed, Points of Dispensing (POD) efficiently and effectively to protect the health and safety of the community and its visitors. The Health District's and community partner response includes provision of COVID19 Vaccine to prevent the

spread of disease or minimize health impacts of this threat. Las Vegas Convention and Visitor Authority agrees to support Health District through mutual aid by providing convention center space for Health District and community partners to provide COVID19 vaccinations to frontline and Essential workforce and other priority group personnel as outlined in the Nevada COVID-19 Vaccination Playbook. Through mutual-cooperation, the Parties to this agreement will prepare for transparent mobilization and operation of Point of Dispensing operations for COVID-19 public health emergency.

FUNDING:

- 1) Exhibit A of Interlocal Agreement requires BOH approval. Extension of support service costs required for space occupancy and utilization.
- 2) Reimbursement of costs incurred may be from multiple funding sources supported at local, state, or federal level for use in responding to emergency. Health District General Funds and Grant funding may also be used to support Health District operations conducted in partnership with the Southern Nevada Health District. Examples of federal and state funds may be used include those managed by Health District and Clark County. Use of federal, cooperative agreements are contingent on prior-approval from federal agencies, the State of Nevada, Division of Public and Behavioral Health.

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

This First Amendment to the Interlocal Agreement (this "Amendment") is made this 19th day of April, 2021, by and between the Las Vegas Convention and Visitors Authority ("LVCVA") and the Southern Nevada Health District ("Health District") (collectively, the "Parties").

WITNESSETH:

WHEREAS, pursuant to a certain Agreement dated on or about the 22nd day of January, 2021, by and between the LVCVA and Health District, and any amendment or extension thereto (collectively referred to as the "Agreement"), Health District utilizes the Las Vegas Convention Center ("LVCC") as a centralized location for vaccine distribution to state approved providers ("Distribution"), and to administer the COVID-19 vaccine to eligible recipients ("CV-19 Immunization");

WHEREAS, Health District anticipates that its need to continue Distribution and CV-19 Immunization at the LVCC will extend past the original term of the Agreement; and

WHEREAS, in order for the LVCVA to accommodate the requested extension of the Agreement term, the current location being used by the Health District for the Distribution and CV-19 Immunization ("Distribution Location") must be relocated from its current space in the LVCC's Central Hall 1 and Meeting Rooms C102, C105-C107, and C201; and

WHEREAS, Health District is revising its operational plan for Distribution and CV-19 Immunization and seeks to store the COVID-19 vaccines ("Vaccines") overnight at the LVCC.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

- 1. The first paragraph in Section 1 is hereby deleted in its entirety and replaced with the following:
 - 1. This Agreement will be effective from January 22, 2021 through June 25, 2021, unless sooner terminated by either Party as set forth in the Agreement.
- 2. The first two paragraphs of Section 2 of the Agreement are hereby deleted in their entirety and replaced with the following:
 - 2. Beginning April 6, 2021, the Distribution Location will relocate to the LVCC's South Hall 1 and Meeting Rooms S224-S225. Relocation shall be completed on or about April 12, 2021. Upon completion of the relocation, Exhibit A of the

Agreement shall be stricken and replaced with Exhibit A-1, attached herein, which outlines the new Distribution Location and Approved Access Areas.

Effective April 13, 2021 through June 25, 2021, Health District shall have exclusive use of space for Distribution, CV-19 Immunization and supply storage at the LVCC in South Hall 1 and Meeting Rooms S224-S225.

- 3. Section 2.1 of the Agreement is hereby deleted in its entirety and replaced with the following:
 - 2.1 Health District may store supplies and the Vaccines at the LVCC. Health District shall be solely responsible for acquiring, transporting, handling, and storing the Vaccines. Health District shall be solely responsible for the cost of any additional staff and/or security required to safety store the Vaccines at the LVCC. In addition to its responsibilities for all claims and liabilities arising out of or related to the Agreement, as outlined in Section 5 of the Agreement, Health District expressly and unconditionally releases LVCVA from any and all claims under the Agreement that may arise in the event of contamination or tampering of the Vaccines or by spoilage of the Vaccines caused by events such as power outages or building inaccessibility.
- 4. Exhibit "A-1" is hereby added to the Agreement, is attached hereto, and is expressly incorporated by reference herein.

This Amendment is effective as of the date of the last signature affixed hereto.

Except as expressly provided in this Amendment, all the terms and provisions of the Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties.

BY SIGNING BELOW, the Parties hereto have approved and executed this Amendment to the Agreement.

LVCVA

Southern Nevada Health District

RedactedRedact

Chief Executive Officer/President

Fermin Leguen, MD, MPH District Health Officer

Date: 4/21/2021

04/21/2021

Date:

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C2100073 (Health District Internal Use)

APPROVED AS TO FORM:

By: Caroline Bateman

General Counsel LVCVA 4/21/2021

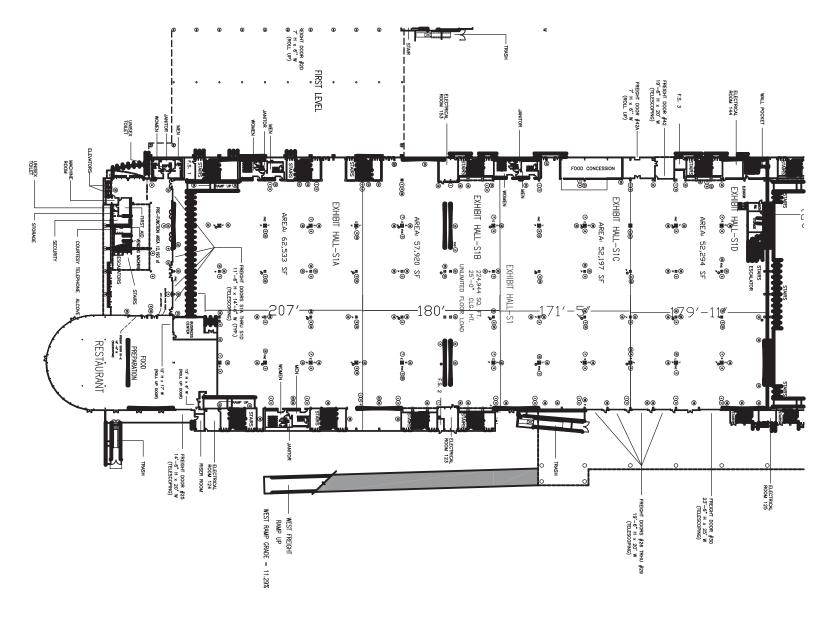
By: Annette L. Bradley, Esq. General Counsel Southern Nevada Health District

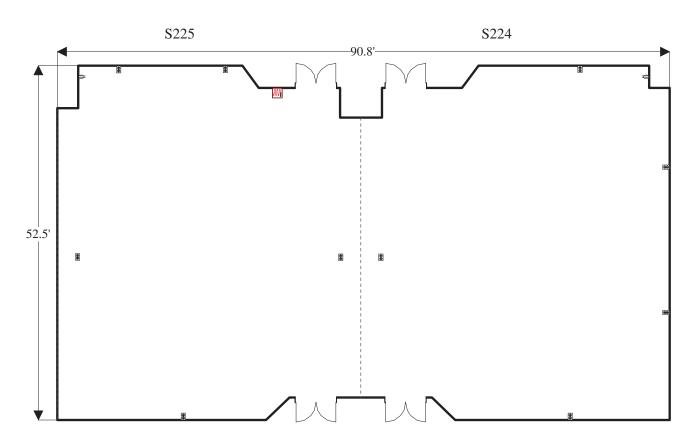
APPROVED AS TO FORM:

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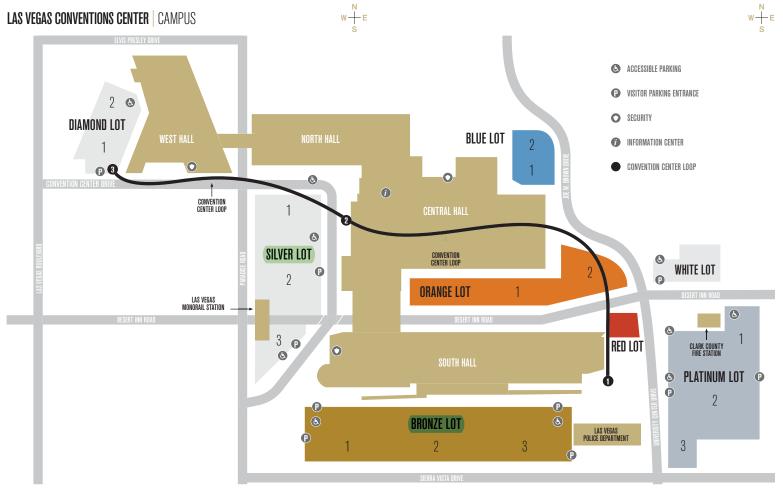
EXHIBIT A-1

Map of Distribution Location and Approved Access Areas





MM



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SECOND AMENDMENT TO INTERLOCAL AGREEMENT

This Second Amendment to the Interlocal Agreement (this "Amendment") is made this 29th day of April, 2021, by and between the Las Vegas Convention and Visitors Authority ("LVCVA") and the Southern Nevada Health District ("Health District") (collectively, the "Parties").

WITNESSETH:

WHEREAS, pursuant to a certain Agreement dated on or about the 22nd day of January, 2021, by and between the LVCVA and Health District, which was amended on April 21, 2021 ("First Amendment"), and any other amendment or extension thereto (collectively referred to as the "Agreement"), Health District utilizes the Las Vegas Convention Center ("LVCC") as a centralized location for vaccine distribution to state approved providers ("Distribution"), and to administer the COVID-19 vaccine to eligible recipients ("CV-19 Immunization");

WHEREAS, due to the impending closure of the Cashman Center Vaccination Site, Health District requires an alternative site that can accommodate CV-19 Immunizations in a drive-thru format.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

- 1. Section 2 of the First Amendment is hereby amended to add the following:
 - 2. Beginning May 4, 2021, Health District's Distribution Location shall be expanded to include a drive-thru vaccination option at the LVCC's South Drive. Upon installation of the drive-thru location, Exhibit A-1 of the Agreement shall be stricken and replaced with Exhibit A-2, attached herein, which outlines the new Distribution Locations and Approved Access Areas.

Effective May 4, 2021 through June 25, 2021, Health District shall have exclusive use of space for Distribution, CV-19 Immunization and supply storage at the LVCC in South Hall 1 and Meeting Rooms S224-S225. Health District shall have primary, but not exclusive, use of South Drive for drive-thru CV-19 Immunizations.

2. Exhibit "A-2" is hereby added to the Agreement, is attached hereto, and is expressly incorporated by reference herein.

This Amendment is effective only as of the date of the last signature affixed hereto.

Except as expressly provided in this Amendment, all the terms and provisions of the Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties.

BY SIGNING BELOW, the Parties hereto have approved and executed this Amendment to the Agreement.

LVCVA

Signature Redacted Signature Redacted Signature Redacted By: Signature Redacted

Chief Executive Officer/President

Date:_4/30/2021

Bv

Southern Nevada Health District

Signature RedactedSignature Redacted Signature RedactedSignature Redacted Signature RedactedSignature Redacted By:

Fermin Leguen, MD, MPH District Health Officer

Date: 04/30/2021

By:

APPROVED AS TO FORM:

APPROVED AS TO FORM:

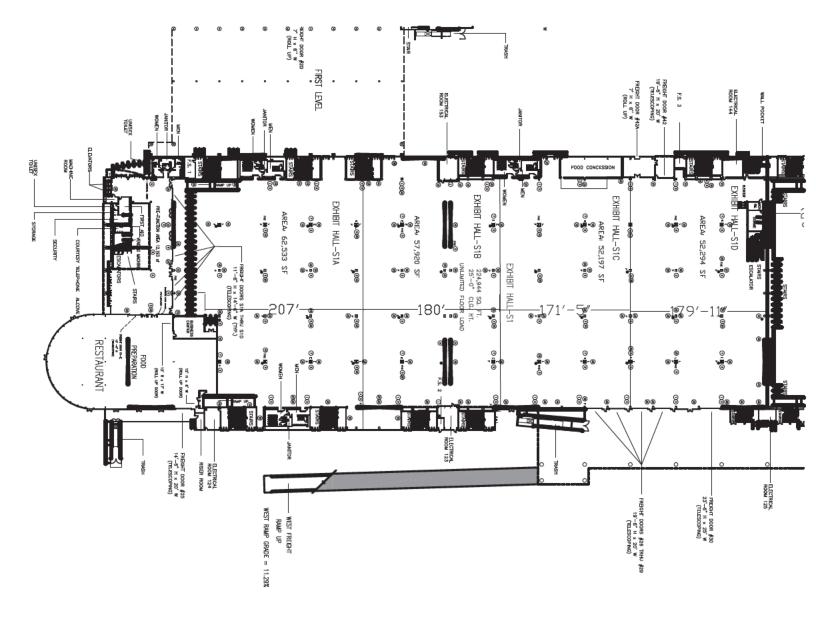
DocuSigned by: Caroline Bateman

4/30/2021

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

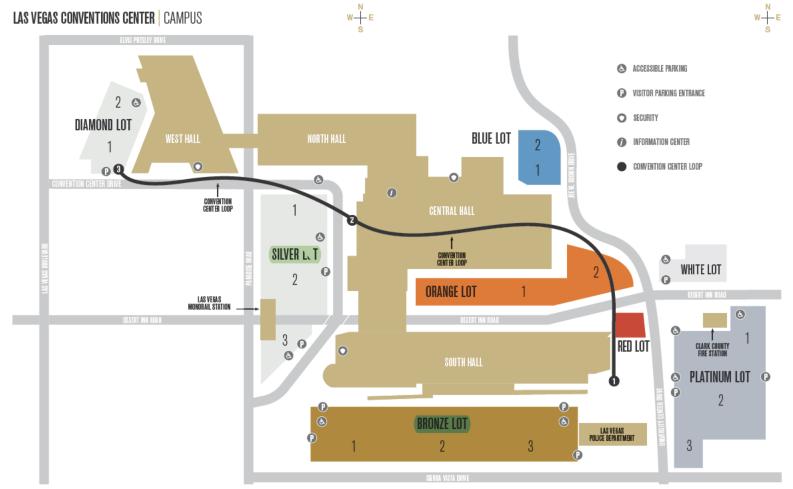
EXHIBIT A-2

Map of Distribution Location and Approved Access Areas









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