



TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH **DATE:** November 18, 2021

RE: *Approval of the contract between Southern Nevada Health District and Argentum Partners*

PETITION #18-22

That the Southern Nevada District Board of Health *approves the contract between the Southern Nevada Health District and Argentum Partners for government affairs consulting services.*

PETITIONERS:

Jennifer Sizemore, Chief Communications Officer 
Fermin Leguen, MD, MPH, District Health Officer 

DISCUSSION:

The Health District issued a request for proposals for government affairs consultant services (lobbying) on June 1, 2021. After a review of qualified firms with experience providing legislative lobbying services to governmental entities in Nevada, Argentum was selected to represent the Health District. Argentum Partners has represented the agency since May 1, 2016. The Health District does not employ full-time government affairs staff, and Argentum Partners provides government affairs consulting services, represents the Health District before local and state governmental entities and the Nevada State Legislature.

FUNDING:

\$6,500 per month for 24 months. Contract will be paid with General Funds.



**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT
AND
ARGENTUM PARTNERS
C2200039**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the Southern Nevada Health District (“Health District”) and Argentum Partners (“Contractor”) (may be individually referred to as “Party” and collectively, referred to as “Parties”).

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

WHEREAS, Contractor provides advocacy and consulting services and manages clients' government affairs, public policy initiatives, and lobbying before local and state governmental entities, local and state regulatory bodies, state agencies and the Nevada State Legislature (“Lobbyist Services”).

WHEREAS, the Parties wish to state the terms and conditions under which Contractor will provide Lobbyist Services to Health District, and

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein specified, the Parties agree as follows:

- 1) **TERM, TERMINATION, AND AMENDMENT.** This Agreement shall be effective from October 1, 2021 through September 30, 2023 unless sooner terminated by either Party as set forth in this Agreement.
 - 1.01 This Agreement may be terminated with or without cause, by either Party upon thirty (30) days advance written notice to the other Party. This Agreement may be terminated immediately by the Health District upon any breach hereof or violation of the law by Contractor.
 - 1.02 Upon termination of the Agreement, Contractor shall return to Health District all records, notes, data, memoranda and materials of any nature that are in Contractor’s possession or under Contractor’s control and that are Health District’s property or relate to Health District’s business.
 - 1.03 This Agreement is subject to the availability of funding and shall be terminated immediately if for any reason State and/or Federal funding ability, or private grant funding ability budgeted to satisfy this Agreement is withdrawn, limited, or impaired.
 - 1.04 Upon termination, Contractor will be entitled to payment for services actually provided prior to the date of termination and for which Contractor has submitted an invoice but has not been paid.

1.05 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 the consideration therefore shall be specifically described in the attachments to this Agreement, which are incorporated into and are specifically a part of this Agreement, as follows:

ATTACHMENT A: SCOPE OF WORK

ATTACHMENT B: PAYMENT

3) SERVICES/STANDARD OF PERFORMANCE. The scope of work for this Agreement is generally defined as Lobby Services and is more fully outlined in ATTACHMENT A: SCOPE OF WORK. During the Interim and 2023 Legislative Session, Contractor shall provide professional Lobbying Services before State of Nevada government bodies, agencies, departments, committees, and any other legitimate source to represent Health District's interests regarding current, proposed, and/or introduced legislation.

3.01 Contractor shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services.

3.02 Contractor shall perform its services with the degree of skill, care, and diligence in accordance with the applicable professional standards currently recognized by such profession and observed by national firms performing the same or similar services.

3.03 Contractor has, or will, retain such employees as it may need to perform the services required by this Agreement. Contractor shall perform the services in compliance with all applicable federal, state, and local laws, statutes, regulations, and industry standards.

3.04 Contractor shall appoint a Manager, upon written acceptance by Health District, who will coordinate and manage the performance of all services hereunder.

4) COMPENSATION.

4.01 Health District agrees to pay Contractor the total amount of \$156,000, plus reasonable preapproved costs, for Lobbying Services actually performed and completed pursuant to this Agreement, which amount shall be accepted by Contractor as full compensation for all such services. Contractor will be paid for services provided at the rate set forth in ATTACHMENT B: PAYMENT.

5) INVOICING. Payments shall be made to Contractor based upon invoices submitted, provided such invoices have been approved by Health District. Payments will be made to Contractor within thirty (30) days, or within a mutually agreed upon period after Health District has accepted Contractor's invoice.

5.01 Health District reserves the right to require such additional documentation, including monthly activity reports, detailing Contractor's activities and services rendered, as the Health District deems appropriate to support the payments to the Contractor. The signature of an officer of the Contractor shall appear on all invoices certifying that the invoice has been examined and found to be correct.

- 6) 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 the performance of services pursuant to this Agreement. In the performance of such services, Contractor and any person employed by or contracted with Contractor shall at all times act as and be an independent contractor, and not an employee or agent of Health District. 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.
- 6.01 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.
- 7) NON-EXCLUSIVITY. This Agreement is non-exclusive, and both Parties remain free to enter into similar agreements with third parties. During the term of this Agreement, Contractor may 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, and do not, in the opinion of Health District, create a conflict of interest.
- 8) CONFLICT OF INTEREST.
- 8.01 Contractor may represent more than one client at any legislative session; however, for the term of this Agreement, Contractor shall not represent any person or entity that would have an adversarial position or interest in conflict with the best interests of the Health District without the Health District's prior written approval. Contractor shall immediately disclose potential adversarial positions and/or conflicts of interest.
- 8.02 Contractor, not the Health District, shall have the power to control and direct the details, manner or means of services provided. Contractor shall have no obligation to work any particular hours or particular schedule and retains the right to determine the means of performing the services covered by this Agreement. Contractor shall be entitled to employ other workers at such compensation and such other conditions as it may deem proper; provided, however, that any contract so made by the Contractor is to be paid by Contractor alone, and that by employing such workers, Contractor is acting individually and not as an agent of the Health District.
- 9) INSURANCE. Contractor acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Contractor (and Contractor's employees, if any). Contractor waives any right to recovery from the Health District for any injuries Contractor (and/or Contractor's employees) may sustain while performing services under this Agreement. Contractor agrees to provide Health District with necessary documentation, including certificates of insurance, evidencing the required coverage, if requested.
- 10) THIRD PARTY BENEFICIARIES. 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 this Agreement shall operate only between the Parties hereto and shall inure solely to the benefit of the Parties determining and performing their obligations under this Agreement.

11) HEALTH DISTRICT RESPONSIBILITIES. In addition to the obligations set forth in Paragraph 4, Compensation, hereinabove, Health District agrees to cooperate fully with Contractor and to promptly provide all information known or available to the Health District in furtherance of Contractor's representation hereunder.

12) OWNERSHIP OF DOCUMENTS. Any and all products, reports, etc. developed by Contractor, in whole or in part, which are utilized, or accepted by Health District in furtherance of this Agreement, and any and all intellectual, property rights, including copyrights in the products, reports, etc., shall become the exclusive property of Health District.

12.01 All services performed under this Agreement will be conducted solely for the benefit of the Health District and will not be used for any other purpose without prior written consent of the District Health Officer.

13) CONFIDENTIALITY.

13.01 No protected health information as that term is defined in the health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended, will be shared with Contractor during the course of this Agreement.

13.02 Contractor agrees that nonpublic, proprietary/confidential information acquired in furtherance of this Agreement shall not be used or disclosed for any purpose unrelated to this Agreement. Contractor shall preserve the confidentiality of all proprietary/confidential of all Health District documents and data accessed for use in Contractor's work product.

13.03 Contractor shall comply with applicable laws and rules regulating proprietary/confidential information and will exercise the same standard of care to protect such proprietary/confidential information as a reasonably prudent Contractor would use to protect its own proprietary/confidential data.

14) GENERAL PROVISIONS.

14.01 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.

14.02 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.

14.03 LIMITED LIABILITY. The Parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement 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.

- 14.04 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, 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.
- 14.05 INDEMNIFICATION. Neither Party waives any right or defense to indemnification that may exist in law or equity.
- 14.06 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).
- 14.07 NON-DISCRIMINATION. Contractor will comply with all state and federal employment discrimination statutes, including but not limited to Title VII and the American with Disabilities Act. Contractor acknowledges that the Health District has an obligation to ensure that public funds are not used to subsidize private discrimination. Contractor recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin, or any other protected status, the Health District may declare Contractor in breach hereof, terminate the Agreement, and designate Contractor as non-responsible.
- 14.08 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 nonenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.
- 14.09 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.
- 14.10 PUBLIC RECORDS; CONFIDENTIALITY. Pursuant to NRS Chapter 239, information or documents, including this Agreement, may be open to public inspection and copying. Health District will have a duty to disclose unless a particular record is made confidential by law or a common law balancing of interest.
- 14.11 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.
- 14.12 NOTICES: All notices permitted or required under this Agreement shall be made by overnight delivery or via U.S. certified mail, postage prepaid to the other Party at its

address as set forth below:

Southern Nevada Health District Contract Administrator, Legal Department 280 S. Decatur Blvd. Las Vegas, NV 89107	Argentum Partners John P. Sande, IV 6037 S. Ft. Apache Road Suite 130 Las Vegas, NV 89148
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- 14.13 ENTIRE AGREEMENT. This Agreement and attachments hereto constitute the entire Agreement between the Parties and supersedes any prior contracts or agreement between the Parties regarding the subject matter hereof.
- 14.14 GOVERNING LAW. This Agreement shall be construed and interpreted according to the laws of the State of Nevada. The exclusive venue of any action or proceeding arising out of or in connection with this Agreement shall be Clark County, Nevada.
- 14.15 COUNTERPARTS. This Agreement may be signed in multiple counterparts, which shall, when executed by all the Parties, constitute a single binding agreement.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement.

SOUTHERN NEVADA HEALTH DISTRICT

ARGENTUM PARTNERS

By: _____
 Fermin Leguen, MD, MPH
 District Health Officer

By: _____
 John P. Sande, IV
 Managing Partner

Date: _____

Date: _____

APPROVED AS TO FORM:

This agreement is approved as to form.
 Signature to be affixed upon Board of
 Health approval November 18, 2021.

By: _____
 Heather Anderson-Fintak, Esq.
 General Counsel
 Southern Nevada Health District

ATTACHMENT A SCOPE OF WORK

Contractor will assist Health District in developing and pursuing its legislative priorities. Assistance will include preparing information for legislators, drafting legislation and amendments, preparing and presenting testimony, and preparing applicable reports and updates. Contractor will report directly to the District Health Officer or his designee.

Contractor shall also provide the following services:

- A. Assist the Health District in preparing for the 2023 Legislative Session.
- B. Represent Health District interests with any legislative standing or interim committees before which public health matters are raised and report on key developments related to Health District concerns.
- C. Provide coverage, lobbying, and representation of the Health District on legislative, regulatory, or political issues occurring during the Interim and 2023 Legislative Sessions.
- D. Attend meetings in person or by phone with Health District as necessary to keep it informed of political, legislative, or regulatory developments and provide strategic advice to assist Health District in developing and implementing appropriate strategies.
- E. Identify key legislators to sponsor bills and/or champion issues of importance to Health District.
- F. Arrange meetings with Nevada Senate and Assembly delegations and members of their staffs as appropriate.
- G. Arrange meetings with local elected officials, federal elected officials, and other lobbying groups, as appropriate.
- H. Review proposed legislation and advise the District Health Officer or designee on issues that may impact Health District policies, programs, or success in fulfilling its public health mission, current mandates, or goals.
- I. Send updated lists and commentary of introduced bill draft requests and introduced bills that are aligned with Health District's legislative priorities and/or are of interest, relevant, or will have an impact on Health District programs, strategic plan, or budget.
 - I.1 Track legislation pertinent to Health District, provide real-time reports on an agreed upon schedule, including hearings attended, testimony provided, etc.
 - I.2 Produce specific memoranda analyzing bills of special interest, amendments proposed, or other key issues important to District interests.
- J. Actively communicate and provide real-time updates as needed during the legislative session on information gathered from meetings, hearings and/or discussions relevant to priority legislation that will/may have an impact on Health District's programs, strategic plan, and/or budget.
- K. Act as a liaison on behalf of Health District with the Nevada State Legislature at key committee meetings, sub-committee meetings, legislative events, and special interest meetings related to legislative activities.

- L. Assist Health District in interpreting legislation and filing comments, as appropriate.
- M. Arrange and prepare for presentations of testimony during legislative committee meetings to be given by Contractor or by Health District subject matter experts, as appropriate.
- N. Collaborate with designated Health District staff to develop and implement legislative strategies to further identified public health goals.
- O. Communicate Health District's positions and policies to appropriate legislators and other key stakeholders.
- P. Produce issue papers, talking points and fact sheets for educating legislative members and stakeholders on key public health issues.
- Q. Identify potential Health District funding opportunities.
- R. Coordinate with stakeholders and/or Health District partners on legislative issues to further public health legislative goals and priorities.
- S. Ensure continuous monitoring of any legislative developments or initiatives during non-session periods.
- T. Ensure continuous presence in Carson City during 2023 Legislative Session.
- U. Prepare a detailed end of session report and analysis within 30 days of the end of each legislative session.

**ATTACHMENT B
PAYMENT**

- A. Contractor will be paid for the performance Lobbyist Services pursuant to Attachment A, Scope of Work, at the rate of \$6,500 per month with a not-to-exceed amount of \$156,000.
 - A.1 Contractor will be reimbursed for all reasonable costs incurred and pre-approved by the District Health Officer.
- B. Following each month in which Lobbyist Services are provided, Contractor shall submit an invoice to Health District for the compensation, payment of such invoice not-to-exceed the monthly payment amount set forth herein. Each invoice submitted shall describe the nature of the services performed during the applicable month and include as an attachment any applicable supporting documentation, receipts, or other documentation requested by Health District.
 - a. Invoices shall be submitted to Health District's Chief Information Officer within fifteen (15) days following the end of the month for which compensation is sought, except that Contractor's final invoice shall be submitted not later than sixty (60) days following the termination of this Agreement, regardless of cause.
- C. Health District reserves the right to reject any invoice which fails to adequately describe the services rendered by Contractor or include appropriate backup documentation, receipts, or other documentation requested by Health District.
 - C.1 In the event the Health District rejects an invoice, Contractor shall submit a revised invoice within twenty (20) days of being notified of the rejected invoice.
 - C.2 Health District shall remit payment for services described in the invoice within thirty (30) days of accepting Contractor's statement. Upon written notice to Contractor, Health District may withhold payment, in whole or in part, for Contractor's failure to comply with a term, condition or requirement of this Agreement. Thereafter, any withheld amount(s) shall be paid upon Contractor's satisfactory demonstration of compliance to the District Health Officer and Chief Information Officer.
 - C.3 All amounts paid by Health District shall be subject to audit by Health District.
- D. Health District shall not be liable for interest charges on late payments.