



TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH **DATE:** 2-24-2022

RE: *Approval of Interlocal Contract between Southern Nevada Health District and the Regional Transportation Commission of Southern Nevada.*

PETITION #29-22

That the Southern Nevada District Board of Health approve an Interlocal Contract between the Southern Nevada Health District (SNHD) and the Regional Transportation Commission of Southern Nevada (RTC) to provide services to support the Southern Nevada Health District Community Partnership to Promote Health Equity, Year 4 grant awarded to the SNHD by the Centers for Disease Control and Prevention (CDC Award # NU58DP006578-04-00). The CDC refers to this grant award as *Racial and Ethnic Approaches to Community Health (REACH)*.

PETITIONERS:

Fermin Leguen, MD, MPH, District Health Officer *FL*
Michael Johnson, PhD., Director of Community Health *MJ*
Maria Azzarelli, Manager of Chronic Disease Prevention & Health Promotion *mg*

DISCUSSION:

In an effort to promote healthy eating and increase access to fruits and vegetables, the SNHD will work with the RTC to implement a series of produce markets to offer low-cost fruits and vegetables at the RTC's Bonneville Transit Center.

FUNDING:

No funding is involved.

**INTERLOCAL AGREEMENT
BETWEEN
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
AND
SOUTHERN NEVADA HEALTH DISTRICT
C2200101**

This Interlocal Agreement (“**Agreement**”) is made and entered into by and between the Regional Transportation Commission of Southern Nevada, a political subdivision of the State of Nevada, with offices at 600 S. Grand Central Parkway, Suite 350, Las Vegas, NV (“**RTC**”) and the Southern Nevada Health District, a political subdivision of the State of Nevada, with offices at 280 S. Decatur Boulevard, Las Vegas, NV, (“**Agency**”) and is made pursuant to the provisions of the Nevada Revised Statutes Chapter 277. Both RTC and Agency may be referred to individually as a “**Party**” or collectively as the “**Parties**”.

RECITALS

A. WHEREAS, pursuant to NRS 277.110, any two or more public agencies may enter into agreements with one another for joint or cooperative action pursuant to the provisions of NRS 277.080 to 277.180, inclusive;

B. WHEREAS, there is a need to expand access to fresh fruits and vegetables, especially in low-income areas and areas in and near food deserts; and

C. WHEREAS, transportation has been identified by stakeholders and community members as a barrier to accessing fresh fruits and vegetables; and

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

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

F. WHEREAS, the RTC owns and operates the Bonneville Transit Center, located at 101 E. Bonneville Avenue, Las Vegas, NV, which serves as the main transit hub for the region; and

G. WHEREAS, the AGENCY, as the public health authority organized pursuant to Nevada Revised Statutes (“NRS”) Chapter 439, with jurisdiction over all public health matters within Clark County, Nevada, seeks to enhance access to low-cost fruits and vegetables for target populations in southern Nevada; and

H. WHEREAS, the AGENCY and RTC desire to enter into a written agreement to establish their respective rights and obligations in continuing a program to offer low-cost fruits and vegetables at the Bonneville Transit Center through pop-up events;

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

AGREEMENT

1. TERM AND TERMINATION. This Agreement shall be effective from the date of the last signature affixed hereto through December 31, 2022 (“Term”).
 - a. Either Party may terminate this Agreement at any time, with or without cause, prior to its expiration with seven (7) days written notice.

2. SCOPE OF AGREEMENT. The scope of work and/or services required by the Parties under this Agreement shall be as set forth in Exhibit A – Scope of Agreement, attached hereto and incorporated by reference.

3. COMPENSATION. To the extent any compensation will be due a Party hereunder, such compensation shall be made according to the terms as set forth in Exhibit B – Compensation, attached hereto and incorporated by reference.

4. CONTRACT DOCUMENTS. This Agreement and its Exhibits make up the Contract Documents for this Agreement. The Contract Documents form the entire agreement between the Parties.

5. STATUS OF PARTIES: INDEPENDENT CONTRACTOR. The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement and in respect to performance of services pursuant to this Agreement. In the performance of such services, each Party shall at all times be an independent entity with respect to the other Party. Neither Party is an employee nor agent of the other Party. Further, it is expressly understood and agreed by the Parties that nothing contained in this Agreement will be construed to create a joint venture, partnership, association, or other affiliation or like relationship between the Parties.

6. FISCAL MONITORING AND ADMINISTRATIVE REVIEW OF ADVERSE FINDINGS. If necessary and applicable to this Agreement, where RTC is making payment to Agency, RTC may, at its discretion, conduct a fiscal monitoring of expenses by Agency at any time during the term of this Agreement. Agency will be notified in writing at least three (3) weeks prior to the visit outlining documents that must be available prior to RTC’s visit. The RTC shall notify Agency in writing of any Adverse Findings and recommendations as a result of the fiscal monitoring. Adverse Findings are defined to include, but not be limited to, Agency’s lack of adequate records, administrative findings, questioned costs, and costs recommended for disallowance. Agency will have the opportunity to address adverse findings in writing responding to any disagreement of adverse findings. RTC shall review disagreement issues, supporting documentation, and files and shall forward a decision to Agency in writing.

7. AUDIT REQUIREMENTS.
 - a. Any payments made or received by RTC under this Agreement shall be subject to an audit and any payments shall be adjusted in accordance with said audit.

- b. Agency shall schedule an annual financial audit and shall submit a copy to RTC for review within six (6) months following the close of Agency's fiscal year. Failure to meet this requirement may result in loss of current funding, disqualification from consideration for further RTC administered funding and/or termination of this Agreement. This audit shall be made by an independent auditor in accordance with generally acceptable accounting principles. This requirement applies equally to any subcontractor of the Agency that receives a benefit under this Agreement. The Agency shall include this requirement in all its subcontractor agreements. Any subcontracts prepared by the Agency shall be furnished to RTC to ensure conformance with all requirements.
- c. Agency shall make appropriate corrections within six (6) months after receipt of an audit report to remedy any material weaknesses identified by the audit report. The RTC may withhold payment and/or services for non-correction of material weaknesses identified by the audit report in addition to its right to terminate this Agreement.

8. BOOKS AND RECORDS.

- a. Each Party shall keep and maintain under generally accepted accounting principles full, true and complete books, records, and documents as are necessary to fully disclose to the other Party, properly empowered government entities, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with the terms of this Agreement and any applicable statutes and regulations. All such books, records and documents shall be retained by each Party for a minimum of three years, and for five years if any federal funds are used pursuant to this Agreement, 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 judicial litigation which may ensue.
- b. Each Party shall, at all reasonable times, have access to the other Party's records, calculations, presentations, and reports produced under this Agreement for inspection and reproduction.

9. 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.

10. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of this Agreement or its material or nonmaterial terms by either Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach.

11. LIMITED LIABILITY. The Parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both Parties shall not be subject to punitive damages. To the extent applicable, actual agreement damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

12. 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 terror, 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 this Agreement after the intervening cause ceases.
13. INDEMNIFICATION.
- a. To the extent permitted by law, Agency agrees to protect, defend, indemnify and hold RTC, its officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character (hereinafter collectively "**Claims**") in connection with or arising directly or indirectly out of the Agreement or the performance hereof by Agency or any subcontractor. Without limiting the generality of the foregoing, any and all such Claims, relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder.
 - b. To the extent permitted by law, RTC agrees to protect, defend, indemnify and hold Agency, its officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character (hereinafter collectively "**Claims**") in connection with or arising directly or indirectly out of the Agreement or the performance hereof by RTC or any subcontractor. Without limiting the generality of the foregoing, any and all such Claims, relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder.
 - c. Neither Party waives any right or defense to indemnification that may exist in law or equity.
14. INSURANCE. The Parties shall, during the Term, maintain or participate in a self-insurance fund, or procure such insurance as may be required, in amounts which are in compliance with the laws of the State of Nevada and which are sufficient to cover any liability which could reasonably be anticipated with respect to the performance of this Agreement.

15. 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 or sexual orientation. The Parties likewise agree that they will comply with all state and federal employment discrimination statutes, including but not limited to Title VII, rules enforced by the Nevada Equal Rights Commission, and the American with Disabilities Act, in connection with this Agreement.
16. STATEMENT OF ELIGIBILITY. The Parties each acknowledge to the best of their knowledge, information, and belief, and to the extent required by law, neither Party 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).
17. SEVERABILITY. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist, and the unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.
18. PUBLIC RECORDS: CONFIDENTIALITY. Pursuant to NRS 239.010, information or documents, including this Agreement, and any other documents generated incidental thereto may be opened by the Parties for public inspection and copying. The Parties will have a duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
19. 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.
20. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the Parties and supersedes any prior contracts or agreements between the Parties regarding the subject matter hereof.
21. AMENDMENTS. This Agreement may be amended only by a writing signed by a duly authorized agent/officer of each Party and effective as of the date stipulated therein.
22. SURVIVAL. The terms and conditions of this Agreement regarding confidentiality, payment, liability and all others that by their sense and context are intended to survive the execution, delivery, performance, termination or expiration of this Agreement survive and continue in effect.
23. GOVERNING LAW. This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to the laws of the State of Nevada, with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this agreement.
24. DISPUTE RESOLUTION. The Parties hereto agree that any dispute arising under this Agreement will be determined through litigation in the District Courts of Nevada, located in Clark County, Nevada.

25. NO THIRD-PARTY BENEFICIARIES. The Parties do not intend to, and nothing contained in this Agreement shall, create any third party benefit or right to enforce the terms hereof in any party not named hereto.
26. NOTICES. All notices permitted or required under this Agreement shall be made by personal delivery or by U.S. registered or certified mail, postage prepaid to the other Party at their address set out below:

REGIONAL TRANSPORTATION
COMMISSION OF SOUTHERN NEVADA
Angela Castro
600 S. Grand Central Parkway
Las Vegas, NV 89106
CC: Manager of Purchasing & Contracts

SOUTHERN NEVADA HEALTH DISTRICT
Attn: Contract Administrator, Legal Dept.
280 S. Decatur Blvd.
Las Vegas, NV 89107

[SIGNATURE PAGE FOLLOWS]

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

**SOUTHERN NEVADA HEALTH DISTRICT
AGENCY**

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

APPROVED AS TO FORM:

**THIS DOCUMENT IS APPROVED AS TO FORM.
SIGNATURE TO BE AFFIXED AFTER**

By: **RECEIPT OF BOARD OF HEALTH APPROVAL** Date: _____
Heather Anderson-Fintak, Esq.
General Counsel
Southern Nevada Health District

**REGIONAL TRANSPORTATION COMMISSION OF
SOUTHERN NEVADA
RTC**

APPROVED:

By: _____ Date: _____
M.J. Maynard
Chief Executive Officer

ATTEST:

By: _____ Date: _____
Ana Diaz
Executive Secretary

APPROVED AS TO FORM:

By: _____ Date: _____
David Clyde
RTC Legal Counsel

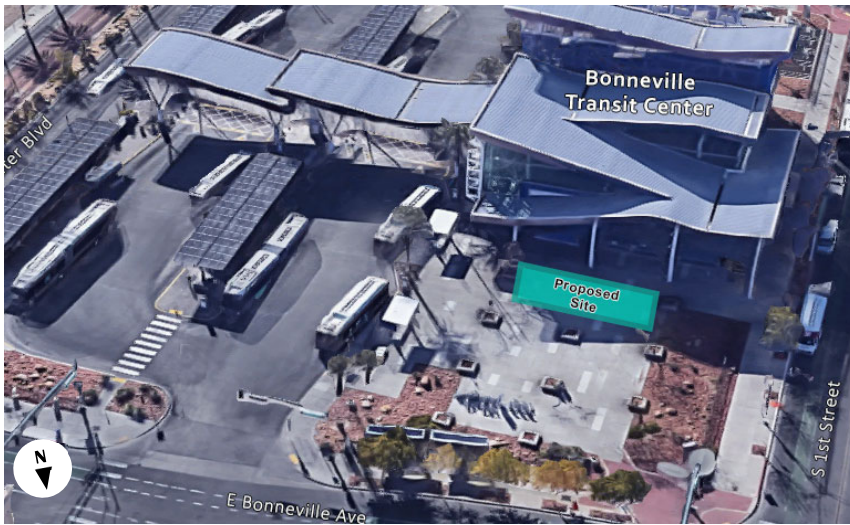
Exhibit A
Scope of Agreement

Agency Responsibilities:

1. The AGENCY shall be responsible for hosting six (6) pop-up events before December 31, 2022 at the Bonneville Transit Center during which low-cost fresh fruits and vegetables will be offered.
2. In addition to offering fresh fruits and vegetables, the AGENCY shall be responsible for ensuring additional community resources, including health literature and healthy recipe cards, are offered during the pop-up events.
3. The AGENCY shall be responsible for the procurement of fresh fruits and vegetables for the pop-up events from licensed food vendors/retailers and shall ensure that the fresh produce meets all applicable quality standards and is safe for public consumption.
4. The AGENCY shall be responsible for selecting a vendor(s), if any, to facilitate in part or in full, the pop-up events.
5. If a vendor(s) is utilized by AGENCY, the AGENCY shall ensure the vendor(s) is properly insured and that the RTC is added as an additional insured on vendors' insurance policies. The AGENCY will also ensure that any vendor(s) have the necessary permits, if applicable, for the pop-up events.
6. The AGENCY and its vendor(s) shall be responsible for any set-up and teardown required for the pop-up events. Event set-up will occur thirty (30) minutes prior to the start of each scheduled event.
7. The AGENCY and its vendor(s) shall be responsible for providing any furnishings and/or equipment – including tables, chairs, tenting, computers, etc. – needed to facilitate the pop-up events.
8. The AGENCY shall be responsible for ensuring that the site remains sanitary and free of waste and debris during and following each of the pop-up events.
9. The AGENCY and its vendors shall adhere to any and all applicable requirements and policies pertaining to COVID-19 established by the RTC, U.S. Centers for Disease Control & Prevention (CDC), and/or U.S. Federal Transit Administration (FTA).
10. The AGENCY shall be responsible for ensuring its representatives and the representatives of any of its vendors act in a safe and professional manner while on RTC property during the pop-up events.
11. The AGENCY shall be responsible for ensuring that any equipment and/or machinery is operated in a safe and professional manner by its representatives and representatives of any of its vendors while on RTC property during the pop-up events.
12. The AGENCY shall be responsible for promotion of the pop-up events. The AGENCY will receive RTC approval for any promotional material or collateral that references the RTC or the Bonneville Transit Center.

RTC Responsibilities:

1. The RTC permits the AGENCY use of space at the Bonneville Transit Center courtyard (see map below) for the purposes of offering low-cost, fresh produce and other public health and nutrition resources during pop-up events.



2. RTC staff will monitor and enforce all applicable COVID-19 requirements and policies established by the U.S. Centers for Disease Control & Prevention (CDC), and/or U.S. Federal Transit Administration (FTA).
3. The RTC shall be responsible for ensuring the courtyard at the Bonneville Transit Center is sanitary and free of debris prior to each of the pop-up events.
4. The RTC's security contractor will patrol the site of the pop-up events as part of its regular BTC site patrols.
5. The RTC shall assist the AGENCY with the promotional and marketing efforts pertaining to the pop-up events.

Exhibit B

Compensation

The RTC will receive no compensation from the AGENCY or its contractor(s), if applicable, for use of the Bonneville Transit Center for the pop-up events.