



TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH **DATE:** May 26, 2022

RE: *Approval of the contract between Vector Media Holding Corporation for the “Fight the Bite” transit media campaign*

PETITION # 39-22

That the Southern Nevada District Board of Health *approve contract number C2200134 between the Southern Nevada Health District and Vector Media Holding Corporation for artwork and transit advertising services for “Fight the Bite” campaign.*

PETITIONERS:

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

DISCUSSION:

The Office of Communications will run a comprehensive mosquito surveillance and prevention communications campaign that includes transit advertising. “Fight the Bite” and related messages will be displayed inside Regional Transportation of Southern Nevada (RTC) buses, on buses, and bus shelters.

FUNDING:

Production costs for artwork will total \$20,000. Display costs for advertising will total \$30,000. Contract will be paid with general funds.



**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT
AND
VECTOR MEDIA HOLDING CORPORATION
C2200134**

This Professional Services Agreement (“Agreement”) is made and entered into between the Southern Nevada Health District (“Health District”) and Vector Media Holding Corporation (“Contractor”) (individually “Party”, and collectively “Parties”).

RECITALS

WHEREAS, Health District is the public health entity organized pursuant to Nevada Revised Statutes, Chapter 439 with jurisdiction over all public health matters within Clark County, Nevada; and

WHEREAS, Health District seeks local targeted advertising services (“Services”) to promote awareness of the health hazards posed by mosquitos, focused in zip codes identified as having the most mosquito disease activity; and

WHEREAS, Contractor is a marketing agency specializing in large format visual communications, and offers the expertise, qualifications and resources necessary to assist the Health District with the Services; and

WHEREAS, Contractor is willing to provide the Services to Health District in accordance with the terms hereinafter provided.

NOW THEREFORE, the Parties mutually agree as follows:

- 1) **TERM, TERMINATION, AND AMENDMENT.** This Agreement shall be effective from May 2, 2022 through August 7, 2022 unless sooner terminated by either Party as set forth in this Agreement.
 - 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.
 - 1.02 This Agreement may be terminated by mutual consent of both Parties or unilaterally by either Party with or without cause. The thirty (30) day waiting period described in subsection 1.01 above is eliminated if the Agreement is terminated for cause.
 - 1.03 Upon termination, Contractor will be entitled to payment for services provided prior to date of termination and for which Contractor has submitted an invoice but has not been paid.
 - 1.04 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 grant funding

budgeted to satisfy this Agreement is withdrawn, limited, or impaired.

- 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 are specifically described in the below referenced document, which is attached hereto and expressly incorporated by reference herein:
- ATTACHMENT A: SCOPE OF WORK AND PAYMENT
- 3) COMPENSATION. Contractor shall complete the Services in a professional and timely manner consistent with the Scope of Work outlined in Attachment A. Contractor will be reimbursed for expenses incurred as provided in Attachment A, Scope of Work and Payment. The total not-to-exceed amount is \$50,000.
- 4) LICENSE. Subject to, and in consideration of the terms and conditions of this Agreement, Health District grants to Contractor a limited non-exclusive, non-transferable, terminable, royalty-free license to use and reproduce the Health District's trademarks set forth in any advertising copy or other asset delivered by Health District containing any symbol, trademark or trade dress owned by or licensed by Health District (collectively, the "Licensed Marks") or the trademarks of a third party, for which Health District holds a license. Contractor's use of the Licensed Marks hereunder shall be consistent with the instructions of Health District. Contractor shall not use the Licensed Marks in any way different from that presented and expressly authorized by Health District.
- 5) STATUS OF PARTIES; INDEPENDENT CONTRACTOR. The Services Contractor provides under this Agreement will be as an independent contractor. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, the relationship of principal and agent, or employer and employee between Contractor and Health District. Nothing in this Agreement or the relationship between Health District and Contractor shall create a co-employment or joint employer relationship.
- 6) 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 judicial litigation which may ensue.
- 7) NOTICES. All notices permitted or required under this Agreement shall be made by personal delivery, overnight courier, or registered or certified mail, return receipt requested to the other Party at its address as set out below:

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

Vector Media Advertising Group
Lisa Chatham
Senior Account Executive
6380 S. Valley View, Ste. 106
Las Vegas, NV 89118

- 8) 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 Contractor during the course of this Agreement. Accordingly, no Business Associate Agreement is required.
- 9) MUTUAL COOPERATION. The Parties agree to cooperate fully in the furtherance of this Agreement, and provide assistance to one another in the investigation and resolution of any complaints, claims, actions or proceedings that may arise out of the provision of Services hereunder.
- 9.01 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 Agreement.
- 10) 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.
- 11) STATEMENT OF ELIGIBILITY. Contractor acknowledges to the best of its knowledge, information, and belief, and to the extent required by law, neither Contractor nor any of its 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).
- 12) GENERAL PROVISIONS.
- 12.01 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.
- 12.02 ASSIGNMENT. Contractor shall not assign, transfer, or delegate any rights, obligations or duties under this Agreement without the Health District's prior written consent.
- 12.03 INTEGRATION CLAUSE. This Agreement, including all Attachments hereto, as it may be amended from time to time, contains the entire agreement among the Parties relative to the subject matters hereof.
- 12.04 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.

- 12.05 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, and does not, in the opinion of Health District, create a conflict of interest.
- 12.06 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, without regard to any conflicts of laws principles, with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Agreement.
- 12.07 LIMITED LIABILITY. The 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 the Parties shall not be subject to punitive damages.
- 12.08 INDEMNIFICATION. The Parties do not waive any right or defense to indemnification that may exist in law or equity.
- 12.09 PUBLIC RECORDS. The Health District is a public entity subject to Nevada's public records act pursuant to NRS Chapter 239. Accordingly, information or documents, including this Agreement and any other documents generated incidental thereto may be opened to public inspection and copying unless a particular record is made confidential by law or a common law balancing of interests.
- 12.10 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 to this Agreement, and shall inure solely to the benefit of the Parties determining and performing their obligations under this Agreement.
- 12.11 COUNTERPARTS. This Agreement 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 Agreement to be executed by their undersigned officials as duly authorized.

SOUTHERN NEVADA HEALTH DISTRICT

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

Date: _____

VECTOR MEDIA ADVERTISING GROUP

By: _____
Chad Silver
Chief Operating Officer

Date: _____

APPROVED AS TO FORM:

**This document
is approved as
to form.**

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

**ATTACHMENT A
SCOPE OF WORK AND PAYMENT**

A. Performance and Budget Period: May 2, 2022 through August 7, 2022:

A.1 Total Not-to-Exceed Amount: \$50,000

B. Contractor will produce advertising copy as detailed below from artwork delivered by Southern Nevada Health District on or about May 2, 2022.

Market	Media Format	Quantity	Price Each	Extension
Las Vegas, NV	Transit Buses-Interior Cards	150	\$10	\$1,500
Las Vegas, NV	Transit Buses-King	30	\$110	\$3,300
Las Vegas, NV	Transit Shelters-Panel-General Market	50	\$115	\$5,750
Las Vegas, NV	Transit Buses-Interior Cards	150	\$10	\$1,500
Las Vegas, NV	Transit Buses-King	20	\$110	\$2,200
Las Vegas, NV	Transit Shelters-Panel-General Market	50	\$115	\$5,750
Total Production Costs Not-to-Exceed:				\$20,000

B.1 Health District must submit all artwork for approval by Contractor prior to production. Contractor will not accept nudity or profanity.

B.2 Following receipt of final proof from Contractor, Health District will be permitted one revision to the artwork. Any additional requested changes to the artwork will come at a cost to Health District in the amount of \$500 per revised proof.

B.3 Contractor will provide final proof to Health District for approval no later than May 12, 2022.

C. Contractor will display advertising copy produced and approved by Health District as detailed below:

Description	Display Start	Display End	Quantity	Price Each	Extension
150 Transit Buses-Interior Cards	5/16/2022	8/7/2022	3	\$1,500	\$4,500
30 Transit Buses-King	5/16/2022	8/7/2022	3	\$3,750	\$11,250
50 Transit Shelters-Panel-General Market	5/16/2022	8/7/2022	3	\$4,750	\$14,250
150 Transit Buses-Interior Cards	5/16/2022	8/7/2022	3	\$0	\$0

20 Transit Buses-King	5/16/2022	8/7/2022	3	\$0	\$0
50 Transit Shelters-Panel-General Market	5/16/2022	8/7/2022	3	\$0	\$0
Total Display Costs Not-to-Exceed:					\$30,000

- C.1 Health District acknowledges that transit vehicles may go out of service for maintenance at any time.
- D. Payment shall be based on approved Contractor invoices submitted in accordance with this Agreement. The sum of payments shall not exceed the allowable compensation stated in numbered Section 3 of this Agreement, and no payments shall be made in excess of the maximum allowable total for this Agreement.
 - D.1 Contractor will not bill more frequently than monthly for the term of the Agreement. Invoices will itemize specific costs incurred for each allowable item as agreed upon by the Parties identified in the project Budget Period as shown above.
 - (a) Backup documentation including but not limited to invoices, receipts, monthly reports, proof of payments or any other documentation requested by Health District, is required, and shall be maintained by the Contractor in accordance with cost principles applicable to this Agreement.
 - (b) Contractor invoices shall be signed by the Contractor's official representative, and shall include a statement certifying that the invoice is a true and accurate billing.
 - D.2 Health District shall not be liable for interest charges on late payments.
 - D.3 In the event items on an invoice are disputed, payment on those items will be held until the dispute is resolved. Payment for undisputed items will not be held with disputed items.