



TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH **DATE:** February 23, 2023

RE: *Approval of the Interlocal Agreement Between the City of Las Vegas and the Southern Nevada Health District for the Public Health Laboratory Expansion*

PETITION #21-23

That the Southern Nevada District Board of Health *approve the attached Interlocal Agreement between the City of Las Vegas and the Southern Nevada Health District. This petition is being presented to approve this Interlocal Agreement for the Southern Nevada Health District Public Health Laboratory expansion.*

PETITIONERS:

Fermin Leguen, MD, MPH, District Health Officer *FL*
Michael D. Johnson, PhD, Director of Community Health *MJ*
Horng-Yuan Kan, PhD, HCLD (ABB), Laboratory Director *WK*
Sean Beckham, Facilities Services Manager *SB*

DISCUSSION:

This Interlocal Agreement provides for the Southern Nevada Health District Public Health Laboratory to utilize funding provided by the City of Las Vegas to assist in the construction of a new 14,000 square foot public health laboratory facility near (and to eventually connect with) its existing building. The City's funding of \$1,000,000.00 is to be utilized focusing on land preparation for building, architect identified for design, and design finalized and approved.

FUNDING:

The funding for this agreement of \$1,000,000.00 is made available to the Southern Nevada Health District from the City of Las Vegas to assist with the expansion costs.

INTERLOCAL AGREEMENT
BETWEEN
CITY OF LAS VEGAS
AND
SOUTHERN NEVADA HEALTH DISTRICT

THIS INTERLOCAL AGREEMENT (“Agreement”), is made and entered into this ____ day of _____, 2023 (“Effective Date”), by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (the “CITY”) and the SOUTHERN NEVADA HEALTH DISTRICT, a public health authority organized pursuant to NRS Chapter 439 with jurisdiction over all public health matters within Clark County, Nevada (the “SNHD”). The CITY and SNHD are sometimes collectively referred to herein as the “Parties”.

RECITALS

WHEREAS, Nevada Revised Statute (“NRS”) 277.180 authorizes public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is authorized by law to perform.

WHEREAS, in 2002, the SNHD and the State of Nevada recognized that Las Vegas was the only major metropolitan area in the United States without the availability of a public health laboratory within 100 miles. Because Las Vegas had been identified by the federal government as a potential target for bioterrorist activities, the availability of public health laboratory services was determined to be an integral component of core public health and law enforcement activities. The Southern Nevada Public Health Laboratory (“SNPHL”) has since evolved into a group of laboratories providing public health and clinical laboratory services to all locations of the SNHD. The laboratories are Clinical Laboratory Improvement Amendments (CLIA) certified and licensed by the State of Nevada to perform high complexity testing.

WHEREAS, the SNHD desires to expand the SNPHL with annex by construction of a new 14,000 sq. ft. building on its existing premises located at 700 S. Martin Luther King Blvd., Las Vegas, Nevada, 89106 (the “Property”) to house a state-of-the-art Public Health Laboratory (“PHL”) to serve the needs of southern Nevada’s growing population, protect visitors and residents against possible future microbiological threats, and to prepare for future impacts from pandemics and/or emerging infectious diseases.

WHEREAS, the expansion of the SNPHL with annex can be reasonably used for the promotion and protection of the health, comfort, safety, life, welfare and property of the inhabitants of the City of Las Vegas and unincorporated Clark County.

WHEREAS, the SNHD has requested financial assistance from the CITY to aid in the expansion of the SNPHL with annex at the Property.

WHEREAS, the CITY desires to assist the SNHD by authorizing funds to SNHD to help fund the expansion of the SNPHL with annex at the Property; subject to the conditions and other limitations set forth in this Agreement.

WHEREAS, in exchange for receiving funds from the CITY, and subject to all of the terms, covenants and conditions of this Agreement, SNHD agrees to use the funds to pay for eligible use

expenses and for no other purpose.

WHEREAS, the SNHD agrees to comply with all applicable laws, ordinances, resolutions, statutes, codes, rules, regulations, orders, and decrees of the United States, the State of Nevada, the CITY, and of any other political subdivision, agency or instrumentality exercising jurisdiction over CITY or SNHD, as the same may be amended from time to time.

NOW, THEREFORE, in accordance with NRS 277.180, and in consideration of the foregoing recitals, the mutual terms, conditions and covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 UNDERSTANDING

1.1. **TERM.** This Agreement shall become effective upon full execution by the Parties and shall expire on **December 31, 2025** (the “Term”) unless sooner terminated. Either Party may terminate this Agreement for any reason with seven (7) calendar days’ written notice to the other Party. The City agrees to reimburse eligible use expenses incurred by the SNHD prior to any no-cause termination by either Party. This Agreement shall also terminate without taking any further action upon the occurrence of execution by the Parties of a subsequent agreement for the eligible use expenses by SNHD.

1.2. **FUNDING.** CITY will provide the SNHD funding in an amount not to exceed **ONE MILLION AND NO/100THS DOLLARS (\$1,000,000.00)** (the “Funds”) for eligible use expenses associated with the SNHD’s **expansion of the SNPHL with annex at the Property** as described in Article 2 (the “Project”). All eligible use expenses must be incurred during the Term. The eligible use expenses incurred by the SNHD before or after the Term are not entitled to payment under this Agreement. The CITY shall bear no liability to fund or provide payment for the eligible use expenses in the event that Funds are not allocated or received by the CITY. Furthermore, the CITY shall be liable only for payment proportional to the extent that Funds are received by the CITY. In addition, funding under this Agreement is contingent upon the SNHD partner funding either received or documented assurance of funding in the total amount of approximately \$8,412,779.00. The SNHD scheduled this to occur on or before the end of the first quarter (Q1) of the 2023 calendar year. The SNHD shall note in the status of this funding in a monthly report to the CITY.

1.3. **COORDINATION.** The CITY’s Office of Strategic Services will coordinate and collaborate with SNHD to ensure eligible use expenses for the Project.

1.4 **MONITORING.** The CITY is authorized to monitor the SNHD as necessary to ensure SNHD complies with all of the requirements of this Agreement, including the timeframes and performance goals associated with the activities. The SNHD shall allow duly authorized representatives from the CITY, independent auditors contracted by the CITY, other authorized officials, or any combination thereof, to conduct reviews as the reviewing entity deems appropriate in order to determine the following:

- i) Whether the Funds are being used in a manner consistent with this Agreement and the CITY’s objectives;

- ii) Whether the CITY's objectives are being achieved;
- iii) Whether the Funds are being used in an efficient and effective manner;
- iv) Whether the periodic reports to the CITY contain accurate and reliable information.

The representatives shall be granted access to all records pertaining to this Agreement. The representatives may, on occasion, interview individuals who volunteer to be interviewed. Substandard performance as determined by the CITY will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the SNHD within twenty (20) days after being notified by the CITY, the CITY may impose additional conditions on the SNHD and its use of Funds, suspend or terminate this Agreement, or initiate other remedies for noncompliance as appropriate and permitted under this Agreement.

1.5. **CHANGES.** Changes in the Scope of Use as outlined herein must be made by written amendment to this Agreement and approved by both Parties.

ARTICLE 2 SCOPE OF USE

2.1. **DESCRIPTION.** The SNHD agrees that it shall only use the Funds for the eligible uses described in the Scope of Use, Exhibit "A," attached hereto and incorporated herein by reference. The SNHD understands and agrees that no other uses of the Funds are permitted unless agreed to in writing by the Parties in an Addendum to this Agreement. Funds shall be allocated in accordance with the Budget, Exhibit "B," attached hereto and incorporated herein by reference. The SNHD is prohibited from charging the costs of ineligible uses or activities and from using Funds provided herein for personnel employed in the administration of activities under this Agreement for political activities, inherently religious activities, or lobbying. The Scope of Use shall include the SNHD's application for the allocation of Funds, which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such application and this Agreement, the terms of this Agreement shall govern. In any and all events, any uses contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by the SNHD, subject only to review by the CITY, to assure continuing eligibility for the Funds.

ARTICLE 3 PAYMENTS

3.1. **PAYMENT.** This Agreement provides the Funds for the purpose of reimbursing or advancing, as determined by the CITY in its sole discretion, the SNHD for the eligible use expenses identified in the Budget. Payment will be processed upon receipt of the following:

- A. Dated invoice from SNHD for payment or dated receipt for expenses incurred; and
- B. Additional reasonable documentation requested by the CITY supporting incurred expenses.

For purposes of receiving the distribution of the Funds, the SNHD agrees to submit to the CITY a completed Request for Release of Funds, Exhibit "C" attached hereto and incorporated herein by

reference, identifying the eligible use expenses subject to reimbursement or advancement (as determined by the City in its sole discretion). SNHD's invoice must be for the eligible use expenses actually incurred. All eligible use expenses shall be recorded by budget line-items and be supported by documentation evidencing in proper detail the nature and propriety of the expense. The CITY may in its sole and absolute discretion withhold payments if unauthorized costs are identified and/or if Funds are not being expended during the Term and/or reasonable documentation requested by the CITY is not provided. All invoices shall be submitted no later than thirty (30) calendar days after any termination of this Agreement. Notwithstanding the forgoing, the CITY's payment of such amounts shall not be deemed CITY's approval or acceptance of the expenses. The SNHD agrees that it shall properly and timely use and spend the entire amount of Funds provided under this Agreement during the Term of this Agreement. If the SNHD fails to properly and/or timely use and spend any amount of Funds provided under the Agreement within that Term, then the SNHD agrees to return the balance of the Funds to the CITY within 30 days of the termination of this Agreement.

ARTICLE 4 REPORTING

4.1 **REPORTS.** The SNHD shall submit to the CITY monthly performance reports for each month during which these Funds are used. Monthly reports are due by the 10th of each month. SNHD acknowledges that any such information required to be reported pursuant to this section may be publicly disclosed. Monthly reports shall provide information on the activities occurring and accomplished, as well as:

- Percent of funds allocated for site prep expended
- Percent of funds allocated for architecture and design expended
- Percent of funds allocated for construction expended

4.2 **RETENTION.** The SNHD shall retain all records and all documents pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

The SNHD agrees to permit the CITY, or its designated representatives, to inspect and audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the CITY desires concerning SNHD's operation of the Funds. The SNHD further understands and agrees that the inspection and audit would be exercised upon written notice to the SNHD. If the SNHD records or books are not located within Clark County Nevada, SNHD agrees to deliver the records or books to the address within the City of Las Vegas designated by the CITY.

ARTICLE 5 SUSPENSION AND TERMINATION

5.1 **DEFAULT.** If during the term of this Agreement, the SNHD fails to use the Funds in a manner as required under this Agreement, or fails to perform any of its other obligations required under this Agreement, and the failure as identified by the CITY is not remedied within twenty (20) days after written

notice of default is provided to the SNHD, then the CITY may declare the SNHD to be in default of this Agreement and implement any of the following remedies:

- a) Temporarily withhold disbursement of the Funds pending correction of the default by the SNHD;
- b) Disallow use of the Funds for all or part of the cost of the activity, action or expense not in compliance with the requirements of this Agreement;
- c) Suspend the performance of this Agreement, in whole or in part, including any further disbursement of Funds;
- d) Terminate the Agreement, and permanently cease any further disbursement of the Funds hereunder; and/or
- e) Pursue any other legal or equitable remedy that may be available to the CITY.

After expiration of the cure period set forth above, any remedy selected by the CITY shall be implemented by written notice to the SNHD stating the effective date of the remedy. The CITY reserves the right to set the terms and conditions in connection with any of the remedies set forth above provided such terms and conditions are appropriate for the noncompliance of the SNHD. If the CITY elects to terminate this Agreement as provided herein, the SNHD agrees, if so demanded by the CITY, to repay the Funds to the CITY within ten (10) days after receipt of the written notice of termination.

Except as otherwise expressly stated in this Agreement, the rights and remedies of the CITY are cumulative, and the exercise by CITY of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the SNHD. Any failures or delays by CITY in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive CITY of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies. SNHD agrees that in the event of litigation to enforce this Agreement or terms, provisions and conditions contained herein, to terminate this Agreement, or to collect damages for a default hereunder, the CITY shall be entitled to all costs and expenses, including reasonable attorneys' fees, incurred in connection with such litigation.

ARTICLE 6 INSURANCE

6.1 INSURANCE. The SNHD shall, during the term of this Agreement, maintain -insurance in amounts which are in compliance with the laws of the State of Nevada and sufficient to cover any liability which reasonably could be anticipated to arise from the performance of this Agreement.

ARTICLE 7 LIABILITY

7.1 LIABILITY. Subject to and up to the limitation of law, including, but not limited to, NRS Chapter 41 liability limitations, each party shall be responsible for all liability, claims, actions, damages, losses, and expenses caused by the negligence, errors, omissions, recklessness, or intentional misconduct of its own officers, employees, and agents; and without waiving any right or defense to indemnification

that may exist in law or equity. The Parties do not waive and intend to assert all available NRS Chapter 41 liability limitations in all cases. Any liability of either party shall not be subject to punitive damages. This section shall survive any termination or natural expiration of this Agreement.

7.2 RELEASE AND HOLD HARMLESS. Subject to the limitation of law, and to the extent allowed by law, the SNHD does hereby forever fully release, acquit and discharge CITY, its elected officials, officers, employees, agents, and consultants (collectively herein the “City”) from any and all liabilities, duties, responsibilities, obligations, claims, demands, actions, causes of action, cases, controversies, debts, judgments, damages, rights, contracts, damages, deficiencies, costs, losses, and expenses of every kind and nature whatsoever, whether at this time known or suspected, or unknown or unsuspected, anticipated or unanticipated, direct or indirect, fixed or contingent, or which may presently exist or which may hereafter arise in the future or become known, in law or in equity, in the nature of an administrative proceeding or otherwise, for or by reason of any event, transaction, matter or cause whatsoever which the SNHD may now have, have ever had or may hereafter acquire by reason of any loss or damages arising out of or in any way relating to or connected with, directly or indirectly, SNHD’s work relating to this Agreement at the Property (“Work”). The SNHD understands and acknowledges that a risk exists, that it may incur or suffer loss, damages or injuries as a result of matters, events, occurrences, transactions, causes and things which are unknown, unsuspected or unanticipated at the time this Agreement is executed, which directly or indirectly arise from, and/or related in any way pertaining to it or its agent’s Work. The SNHD assumes this risk and, notwithstanding this risk, intends by this Agreement, to release those claims specifically set forth above as to City. This release shall extend to claims occurring after the Agreement is fulfilled or terminated, as well as while it is in force. In all cases, notwithstanding any language in this Agreement to the contrary, the Parties hereto do not waive and intend to assert available limitation of liability set forth in NRS Chapter 41 and other applicable law.

ARTICLE 8 MISCELLANEOUS

8.1 NOTICE. Except as otherwise provided by law, all notices required or permitted under this Agreement shall be given in writing and shall be deemed effectively given (a) upon personal delivery to the party to be notified, (b) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party, or (c) one (1) day after deposit with a nationally recognized air courier service such as FedEx. Any party from time to time, by notice to the other party given as set forth above, may change its address for purpose of receipt of any such communication:

CITY: City of Las Vegas, Office of Strategic Services | Strategic Initiatives Division
 Attention: Strategic Initiatives Manager
 495 S. Main Street, 7th Floor
 Las Vegas, Nevada 89101

If to SNHD: SOUTHERN NEVADA HEALTH DISTRICT
 Attn: Contract Administrator, Legal Department
 280 S. Decatur Blvd..
 Las Vegas, Nevada 89107

8.2 NO PRIVATE RIGHT CREATED. This document is an internal agreement between the Southern Nevada Health District and City of Las Vegas and does not create or confer any right or benefit on any other person or party, private or public. Nothing in this Agreement is intended to restrict the authority of either signatory to act as provided by law or regulation, or to restrict any agency from enforcing any laws within its authority or jurisdiction.

8.3 AUTHORITY. The execution, delivery and performance of this Agreement has been duly authorized and approved by the required governing bodies of personnel of the Southern Nevada Health District and the City of Las Vegas to bind the entities to this Agreement, and this Agreement constitutes a valid and binding agreement within its terms.

8.4 LAW; VENUE; WAIVER OF JURY TRIAL. The laws of the State of Nevada shall govern the validity, construction, performance and effect of this Agreement. Each party hereto consents to, and waives any objection to, the State courts located in the County of Clark, State of Nevada as the proper and exclusive venue for any disputes arising out of or relating to this Agreement or any alleged breach thereof. CITY and SNHD hereby waive trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matters whatsoever arising out of or in any way connected with this Agreement.

8.5 NO THIRD PARTY BENEFICIARY RIGHTS. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this Agreement any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

8.6 STATEMENT OF ELIGIBILITY. The Parties 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).

8.7 COUNTERPARTS; ELECTRONIC DELIVERY. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument. It shall not be necessary for any counterpart to bear the signature of all Parties hereto. Executed copies hereof may be delivered by facsimile or e-mail, pursuant to NRS 719.240, and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

8.8 AMENDMENTS. This Agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the CITY and the SNHD.

8.9 NO ASSIGNMENT. The SNHD may not assign any part of its rights or obligations in this Agreement without written consent of CITY. Any such assignment of rights or obligations without written consent of CITY shall be void and shall result in the forfeiture of all Funds, or any part thereof, as determined by CITY. CITY shall have the right, in its sole and absolute discretion, to withhold its consent to any such assignment, transfer, encumbrance, pledge, subuse, or permission.

8.10 SEVERABILITY. If any term, covenant or condition of this Agreement, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all terms, covenants and conditions of this Agreement, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or

invalidated thereby. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

8.11 ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties for the use of Funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Parties relating to the CITY'S allocation of funding to SNHD.

8.12 RECITALS. The Recitals above, and all of the exhibits hereinafter referenced, are hereby incorporated by this reference as a part of this Agreement.

8.13 LIABILITY OF THE PARTIES. It is agreed by and between the Parties of this Agreement, that in no event shall any official, officer, employee, or agent of either Party in any way be personally liable or responsible for any covenant or agreement therein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Agreement.

8.14 INTERESTED PARTY. An official of the CITY, who is authorized on behalf of the CITY to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Agreement, payments under this Agreement, or work under this Agreement, shall not be directly or indirectly interested personally in this Agreement or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the CITY, who is authorized on behalf of the CITY to exercise any legislative, executive, supervisory or other similar functions in connection with this Agreement, shall become directly or indirectly interested personally in this Agreement or in any part hereof. Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the CITY relating to this Agreement. Notwithstanding any other provision of this Agreement, if such interest becomes known, the CITY may immediately terminate this Agreement for default or convenience, based on the culpability of the parties.

8.15 PUBLIC RECORDS. The Parties are a public agencies as defined by state law. As such, the Parties are subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The Parties' records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Agreement and all supporting documents are deemed to be public records.

8.16 TIME OF ESSENCE. Time is of the essence of each provision hereof.

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INTERLOCAL AGREEMENT

Signature Page

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date as defined herein.

CITY OF LAS VEGAS

By: _____
Carolyn G. Goodman, Mayor

Date: _____

Date of City Council Approval: _____, 2023; Item # _____

Attest:

By: _____
LuAnn D. Holmes, MMC Date
City Clerk

Approved as to Form:

By: _____
Deputy City Attorney Date

INTERLOCAL AGREEMENT

Signature Page Continued

SOUTHERN NEVADA HEALTH DISTRICT

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

Date: _____

Approved as to Form:

**This document is approved as to form. Signatures
to be affixed upon approval of Southern Nevada
District Board of Health.**

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

EXHIBIT “A”
SCOPE OF USE

The SNHD shall expand its existing Southern Nevada Public Health Laboratory (SNPHL) with annex by construction of a new 14,000 sq. ft. building on its existing premises located at 700 S. Martin Luther King Blvd., Las Vegas, Nevada, 89106 to prepare for future impacts from pandemics and/or emerging infectious diseases. The current SNPHL facility is 13,500 sq. ft. space inside a warehouse on an approximately 20,000 sq. ft. lot and is inadequate to onboard future essential operational enhancements. The need for more space and personnel cannot be satisfied in the existing building, and the lack of ability to grow has been emphasized in assessment reports and regulatory site inspections, including a 2020 peer-to-peer site visit report from the LA County Public Health Laboratory. Due to restricted lab space, SNPHL was unable to boost COVID test volumes during the initial stages of the SARS-Cov-2 pandemic and was forced to find a reference laboratory to support this testing service. This option was inefficient and expensive, as well as an unfortunate missed opportunity for the local health jurisdiction to meet community demand in real time. A new building will provide space for additional work benches, and potential new areas for clinical microbiology, virology, whole genome sequencing, molecular diagnostics, and training laboratories for local sentinel laboratory stakeholders. Other findings have shown the SNPHL has inadequate storage for reagents, supplies, and stand-by equipment needed to run new molecular testing programs and other enhancements twenty-four hours a day, seven days a week. The current facility infrastructure is also inadequate to maintain an aging and outdated Biosafety Level 3 (BSL-3) Laboratory. The new building would have space to decontaminate large pieces of equipment, adequate room for all instruments, and a properly constructed ceiling for potential building decontamination. A new building would also address the current BSL-3 issues related to the lack of slip-resistant tiles and flooring impervious to liquids and chemicals. All of these improvements would enhance environmental and staff safety. In summary, SNHD is proposing construction of a new 14,000 sq. ft. building on its existing premises to house a state-of-the-art Public Health Laboratory to serve the needs of southern Nevada’s growing population and protect visitors and residents against possible future microbiological threats.

The major key performance indicators for the SNPHL new building include:

- 1- Land preparation for building,
- 2- Architect identified for design,
- 3- Design finalized and approved,
- 4- Construction company hired,
- 5- Construction of building,
- 6- CDC certifies BSL-3 laboratory, and
- 7- New laboratory open.

The CITY’s funding of \$1,000,000 is to be utilized in focusing on the first three key performance indicators.

Estimated Project Timeline Following Interlocal Agreement(s):

The Project implementation timeline below documents the Project start and anticipated end date, including key Project milestones for the entire Project. The eligible use expenses must be incurred by December 31, 2025, and in accordance with the terms of this Agreement.

Work to be Done	Start Date	Completion Date	Estimated Duration
Civil drainage study	4/10/2023	10/9/2023	6 months
Civil improvement plans	9/12/2023	1/11/2024	4 months
Architecture / Engineering design	3/15/2023	3/14/2024	12 months
Bidding and Contracts	3/15/2024	9/14/2024	6 months
Construction	10/1/2024	9/31/2025	12 months

**EXHIBIT “B”
BUDGET**

Line Item	Funded (Y/N)	Funding Source	Amount
Land Preparation for Development			
Survey and Site Assessments	Y	CLV	\$6,325.00
Engineering and Topographical Studies	Y	CLV	\$97,065.75
Recordation Fees	Y	CLV	\$1,092.50
Professional Fees			
Architects and Engineers	Y	CLV	\$581,665.00
Other Professional Consultants	Y	CLV	\$271,630.00
Site Preparation			
Landscaping	Y	CLV	\$30,000.00
Surfacing and Fencing	Y	CLV	\$5,000.00
Outside Lighting	Y	CLV	\$7,221.75
TOTAL:			\$1,000,000.00

Contingencies on disbursement: Funding under this Agreement is contingent upon the SNHD partner funding either received or documented assurance of funding in the total amount of approximately \$8,412,779.00. The SNHD scheduled this to occur on or before the end of the first quarter (Q1) of the 2023 calendar year. The SNHD shall note in the status of this funding in a monthly report to the CITY.

EXHIBIT “C”
REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement of Funds by the City of Las Vegas Office of Strategic Services (OSS) allocated for the SNHD Program. This RFF should be uploaded into Neighborly by the 10th of each month for the previous month’s expenses. Failure to properly submit this form, along with back-up documentation, such as copies of canceled checks, invoices, purchase orders, accounts payable printout or check register, will result in a delay of reimbursement. Do not alter this form. The Funds must be used for reimbursement of expenses identified by the SNHD in the Program Budget Form. The SNHD may not seek reimbursement or use the Funds for line item expenses not identified in the Program Budget Form, and not included on this RFF.

Ineligible and unapproved expenses will not be reimbursed. Additionally, unless requested and approved in writing, the SNHD is expected to spend and request reimbursement **monthly** with a minimum of 25% of their allocation spent per quarter and submitted **monthly**. The quarterly amount is your benchmark to meet per quarter.

Award	\$	25% spending goal to be spent per quarter	\$
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Request #	Amount of Request	Period Covered	
		From	To

Southern Nevada Health District	Phone:
Program:	Fax:
Contact Person:	E-mail:

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remaining Funds
Direct Client Services (salaries)	\$			
Administration (salaries)	\$			
Direct Program Delivery Costs	\$			
Supplies	\$			
Operating Costs	\$			
TOTAL	\$			

“By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the related Agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

SignatureDate