

## GRANT AGREEMENT

This GRANT AGREEMENT (the “Agreement”) is made by and between the CITY OF LAS VEGAS, a Nevada municipal corporation (the “City”) and Nevada Health and Bioscience Asset Corporation, whose primary mailing address at the date of execution is, as follows: 1930 Village Center Circle #3-805, Las Vegas, NV 89134 (hereinafter referred to as “GRANTEE”). The CITY and the GRANTEE are sometimes hereinafter referred to individually as a “Party” and collectively as the “Parties.”

This Agreement is effective on the date signed by the City and GRANTEE, whichever date is later, as long as the date signed by the second party is within thirty (30) calendar days of signature by the first party (the “Effective Date”).

## RECITALS

**WHEREAS**, GRANTEE is a non-profit corporation formed in the State of Nevada duly organized to do business in the State of Nevada responding to the public health emergency or claimed it has sustained a financial hardship/negative economic impact due to the Coronavirus Disease 2019 (“COVID-19”) public health emergency.

**WHEREAS**, GRANTEE’s goal is to expand access to healthcare services and public health needs through the design, construction, furnishing, and equipping of a clinic and mental health building and a public health laboratory and blood bank building.

**WHEREAS**, Nevada Revised Statute (“NRS”) 268.028 authorizes the governing body of a city to expend money for any purpose that will provide a substantial benefit to the inhabitants of the city, including a grant to a non-profit organization created for religious, charitable or educational purposes to be expended for a selected purpose.

**WHEREAS**, NRS 268.028 further provides that a grant to a non-profit organization created for religious, charitable or educational purposes must be made by resolution that specifies the purpose of the grant, the maximum amount to be expended from the grant, and any conditions or other limitations on the expenditure of the grant.

**WHEREAS**, the CITY has found that grants to non-profit organizations to respond to the COVID-19 pandemic and/or its negative economic impacts due to the COVID-19 public health emergency will provide a substantial benefit to the inhabitants of the city of Las Vegas.

**WHEREAS**, the GRANTEE has requested financial assistance from the CITY to aid in the response to the COVID-19 pandemic and/or its negative economic impacts.

**WHEREAS**, on \_\_\_\_\_, 2024, the Las Vegas City Council adopted a resolution (the “Resolution”) authorizing grant funds to GRANTEE; subject to the conditions and other limitations described in the Resolution and as set forth in this Agreement.

**WHEREAS**, in exchange for receiving grant funds from the CITY, and subject to all of the terms, covenants and conditions of this Agreement, GRANTEE agrees to use the grant funds to pay for eligible use expenses and for no other purpose.

**WHEREAS**, the GRANTEE 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 GRANTEE, as the same may be amended from time to time.

**NOW, THEREFORE**, 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. The term of this agreement shall be from November, 23, 2022 and shall expire on December 31, 2024 (the “Term”). 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 GRANTEE 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 GRANTEE.

1.2. **GRANT.** City will provide the GRANTEE grant funding in an amount not to exceed \$13,000,000.00 (the “Funds”) for eligible use expenses associated with the GRANTEE’S program “*Kirk Kerkorian School of Medicine at UNLV Biomedical Research Facility & Ambulatory Care Center*” as described in Article 2 (the “Program”). All eligible use expenses must be incurred during the Term. The eligible use expenses incurred by the GRANTEE 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.

1.3. **COORDINATION.** The City’s Office of Strategic Services will coordinate and collaborate with GRANTEE to ensure eligible use expenses for the Program.

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

- i) Whether the Funds (defined below) 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 GRANTEE within twenty (20) days after being notified by the CITY, the CITY may impose additional conditions on the GRANTEE 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 GRANTEE 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 GRANTEE 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 GRANTEE is prohibited from charging the costs of ineligible uses or activities and from using Funds provided herein or 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 GRANTEE's application for the grant 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. The CITY shall have no relationship whatsoever with any uses contemplated herein except for providing financial support and the receipt of the monthly reports required under this Agreement. 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 GRANTEE, subject only to review by the CITY, to assure continuing eligibility for the Funds. GRANTEE acknowledges and agrees that this Agreement and the granting of Funds hereunder is nonexclusive and that CITY may enter into similar agreements with other entities.

## **ARTICLE 3 FUNDING**

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 GRANTEE for the eligible use expenses identified in the Budget, Exhibit "B". It is expressly agreed and understood that the total amount to be paid by the CITY under this Agreement shall not exceed \$13,000,000.00. Payment will be processed upon receipt of the following:

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

GRANTEE'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 GRANTEE 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 GRANTEE fails to properly and/or timely use and spend any amount of Funds provided under the Agreement within that Term, then the GRANTEE agrees to return the balance of the funds to the CITY within 30 days of the

termination of this Agreement.

The advancing of Funds to the GRANTEE for eligible use expenses identified in the Budget Exhibit "B" attached hereto and incorporated herein by reference, shall be determined by the CITY in its sole discretion.

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. Notwithstanding the forgoing, the CITY's payment of such amounts shall not be deemed CITY's approval or acceptance of the expenses. The GRANTEE 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 GRANTEE fails to properly and/or timely use and spend any amount of Funds provided under the Agreement within that Term, then the GRANTEE 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 GRANTEE shall submit to the CITY monthly performance reports for each month during which these Funds are used. Monthly reports are due by the 15th of each month. GRANTEE 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. Specifically, monthly reports shall provide information on the number of individuals served by the GRANTEE and other such information as required by the CITY associated with the performance metrics below:

- Percent of funds allocated for development services expended.

4.2 **RETENTION.** The GRANTEE 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. In the event the GRANTEE goes out of existence, the GRANTEE shall turn over to the CITY all of its records relating to this Agreement which will be retained by the CITY for the required period of time.

The GRANTEE 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 GRANTEE's operation of the Funds. The GRANTEE further understands and agrees that the inspection and audit would be exercised upon written notice to the GRANTEE. If the GRANTEE records or books are not located within Clark County Nevada, GRANTEE agrees to deliver the records or books to the address within the City of Las Vegas designated by the CITY. If the CITY, or its designated representative(s), finds that the books or records delivered by the GRANTEE are incomplete, the GRANTEE agrees to pay the CITY, or its representative(s), the costs to travel (including travel, lodging, meals, and other related expenses) to the GRANTEE's offices to inspect and audit, as deemed necessary, all of the records or records pertaining to this Agreement.

**ARTICLE 5**  
**SUSPENSION AND TERMINATION**

5.1 **DEFAULT.** This Agreement can be terminated if GRANTEE fails to comply with any term of the award. This Agreement may be terminated for convenience upon written notice by the CITY. In addition, if during the term of this Agreement, the GRANTEE:

- i) fails to use the Funds in the manner represented to the CITY in its application requesting funding and as required under this Agreement;
- ii) fails to defend, indemnify and hold the CITY harmless as required pursuant to this Agreement;
- iii) fails to provide or maintain the insurance required in this Agreement;
- iv) a petition in bankruptcy is filed by or against the GRANTEE, an assignment by the GRANTEE is made for the benefit of creditors, a receiver, trustee in bankruptcy or similar officer is appointed to take charge of all or a part of the operations of the GRANTEE or its property, or the GRANTEE is adjudicated to be bankrupt; or
- v) 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 GRANTEE, then the CITY may declare the GRANTEE 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 GRANTEE;
- 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) Withhold future awards for the Funds or any other program of the GRANTEE;
- e) Terminate the Agreement, and permanently cease any further disbursement of the Funds hereunder;
- f) Impose any penalty against the GRANTEE that an authorized state or federal official has imposed against the CITY or has requested the CITY to impose against the GRANTEE; or
- g) 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 GRANTEE 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 GRANTEE. If the CITY elects to terminate this Agreement as provided herein, the GRANTEE 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 GRANTEE. 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. GRANTEE 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 GRANTEE must provide compliant certificates of insurance and required endorsements to the CITY or its designated certificate tracking service immediately upon request. The GRANTEE shall maintain coverage for the duration of this Agreement, and any renewal periods if applicable. The GRANTEE shall annually provide the CITY's designated certificate tracking service with a certificate of insurance and endorsements as evidence that all insurance requirements have been met. A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section shall be provided to the CITY or its designated certificate tracking service if so requested. The following insurance coverage shall be maintained:

1. Industrial/Workers' Compensation Insurance protecting the GRANTEE and the CITY from potential GRANTEE employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive. The GRANTEE's Workers' Compensation policy shall have a waiver of subrogation endorsement in favor of the CITY of Las Vegas.
2. Comprehensive General Liability Insurance (bodily injury, property damage, errors and omissions) with respect to the GRANTEE's agents and vehicles assigned to the activities performed under this Agreement in a policy limit of not less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 in the aggregate, for bodily injury, products, completed operations, personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis (except for Errors and Omissions coverage). The GRANTEE's General Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas.
3. Automobile Liability Insurance for each of GRANTEE's vehicles used in the performance of this Agreement, including owned, non-owned, leased or hired vehicles, in the minimum amount of \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage, to include, but not be limited to, coverage against all insurance claims



for injuries to persons or damages to property which may arise from services rendered by GRANTEE and any auto used in the performance of services under this Agreement. The GRANTEE's Automobile Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas.

4. Professional Liability Insurance (Errors & Omissions) to cover liability resulting from any error or omission in the performance of professional services. Professional Liability Insurance of limits no less than \$1,000,000, combined single limit and in the aggregate. Any retroactive coverage must coincide with or predate the beginning of this Agreement and may not be changed without the consent of the CITY.
5. Directors and Officers Insurance to cover the organization and its directors, officers, and board members against actual or alleged wrongful and negligent acts.
6. Hold Harmless Insurance to defend and indemnify the CITY from any and all claims, actions, suits, charges and judgement whatsoever that arise out of the GRANTEE's performance or nonperformance of the services or subject matter called for in this Agreement.

The CITY, its officers and employees, shall be named as an additional insured party under the Comprehensive General Liability Insurance and such notation shall appear on the certificate of insurance furnished by the GRANTEE's insurance carrier. The Certificate Holder shall be named (City of Las Vegas, 495 S. Main Street, Las Vegas Nevada 89101). The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be available upon request. The adequacy of the insurance supplied by the GRANTEE, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the CITY. The CITY requires insurance carriers to maintain a Best's Key rating of "A-" or higher, and a financial size category of no less than VIII.

All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed \$10,000.00 without the prior written approval of the CITY.

The GRANTEE shall maintain coverage for the duration of this Agreement, and any renewal periods if applicable. The GRANTEE shall annually provide a certificate of insurance as evidence that all insurance requirements have been met. It is further agreed that the GRANTEE and/or insurance carrier shall provide the CITY with a 30-day advance notice of policy modification, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested". Any exclusion to the effect that the insurance carrier will "endeavor to inform" must be stricken from the certificate of insurance.

If the GRANTEE fails to carry the insurance required herein, the CITY has the option to purchase replacement insurance and charge the costs back to the GRANTEE.

Maintenance of proper insurance coverages by GRANTEE is a material element of this Agreement. GRANTEE's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

## **ARTICLE 7 INDEMNITY**

7.1 INDEMNIFICATION. It is understood and agreed by the Parties that GRANTEE hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of GRANTEE or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier under or in connection with this Agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby. In addition to the insurance requirements set forth in this Agreement, and not in lieu thereof, the GRANTEE agrees to protect, defend, indemnify and hold harmless the CITY, its public officials, officers, employees, agents, and consultants from and against any and all liability, damages, claims, losses, suits, actions, decrees, arbitration awards and judgments including attorney's fees, court costs or other expenses of any and every kind or character, including but not limited to, claims for contribution and/or indemnification for personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the GRANTEE, its employees, agents, volunteers or contractors pursuant to this Agreement (collectively referred to as "Claims"); provided, however, that the GRANTEE shall not be liable for any Claims caused by the sole negligence or willful misconduct of the CITY, its public officials, officers, employees or agents. The GRANTEE's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include any and all reasonable attorneys' fees incurred by the CITY, its public officials, officers, employees and agents in the defense and/or handling of the claims and all reasonable attorneys' fees and investigation expenses incurred by the CITY in enforcing and/or obtaining compliance with the provisions of this paragraph. GRANTEE agrees that it is assuming the sole risk of any Claims related to the contraction by GRANTEE's officers, employees, vendors, suppliers, agents, independent contractors, and consultants or any other person of any viral infection or other disease, including, without limitation, COVID 19, related to the performance of this Agreement and that GRANTEE's indemnity obligations contained herein cover any such Claims. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the Federal and State Constitutions or by law.

It is expressly agreed that the GRANTEE shall defend the CITY at GRANTEE's expense, by legal counsel reasonably satisfactory to CITY, against the Claims and in the event that the GRANTEE fails to do so, the CITY shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the GRANTEE. Company's indemnity obligations herein are not intended to nor shall they relieve any insurance carrier of its obligations under policies required to be carried by GRANTEE pursuant to the provisions of this Agreement. Company's obligations under this Section shall survive any termination of this Agreement.

These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement. GRANTEE acknowledges and agrees that the CITY shall not provide indemnity or otherwise save, hold harmless, or defend the GRANTEE in any manner.



## 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, 7<sup>th</sup> Floor*  
                              *Las Vegas, Nevada 89101*

If to GRANTEE:        *Attn: Maureen Schafer*  
                              *1930 Village Center Circle #3-805*  
                              *Las Vegas, NV 89134*

8.2 NO AGENCY. The City nor GRANTEE are the legal representative of the other party for any purpose whatsoever. Neither party has any right or authority to assume or create any obligation or responsibility, express or implied, to make any commitments on behalf of the other party may not bind and the organization in any manner.

8.3 NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY. The City of Las Vegas is committed to promoting full and equal business opportunity for all persons doing business in Las Vegas. GRANTEE acknowledges that the CITY has an obligation to ensure that public funds are not used to subsidize private discrimination. GRANTEE recognizes that if GRANTEE or their subcontractors or subconsultants 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 expression, age, disability, national origin, or any other legally protected status, CITY may declare GRANTEE in breach of contract and terminate this Agreement.

In connection with the performance of work under this Agreement, GRANTEE agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status. Such agreement shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

In accordance with the Immigration Reform and Control Act of 1986, GRANTEE agrees that it will not employ unauthorized aliens in the performance of this Agreement.

8.4 LAW; VENUE; WAIVER OF JURY TRIAL. The laws of the United States of America and 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 GRANTEE 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, the relationship of CITY and GRANTEE, and/or any Claims of injury or damage. No legal proceeding arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by CITY and the GRANTEE, and any other person sought to be joined. Any consent to legal proceedings involving any additional person or persons shall not constitute consent to litigation of any dispute not described therein or with any person not named or described therein.

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 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.

8.7 ECONOMIC OPPORTUNITIES. Economic Opportunities for Moderate, Low- and Very Low-income Persons. The GRANTEE shall ensure that employment and other economic opportunities generated by the eligible use expenses shall, to the greatest extent feasible, be directed to moderate, low- and very low-income persons with an emphasis on city of Las Vegas residents.

8.8 DRUG FREE WORKPLACE. The GRANTEE shall administer a policy designed to ensure that the facilities providing services under the terms of this Agreement are free from the illegal use, possession, or distribution of drugs or alcohol by its employees and beneficiaries.

8.9 PUBLICITY. Any publications produced with Funds from this Agreement must display the following language: "This project [is being] [was] supported, in whole or in part, by a grant from the City of Las Vegas."

8.10 AMENDMENTS. This Agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the CITY and the GRANTEE. Any changes to the Budget line-items and/or Budget line-item amounts may occur provided (i) approval is obtained in writing from the CITY's Office of Strategic Services Strategic Initiatives Manager (email is sufficient) to the submitted Budget modification, and (ii) there is no increase on the total amount of the overall Funds to be paid by the CITY under this Agreement.

8.11 NO ASSIGNMENT. The GRANTEE may not assign any part of its rights or obligations in this Agreement and shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without written consent of CITY. Any such assignment of rights or contracts 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. GRANTEE was chosen on the basis of characteristics unique to the GRANTEE. 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.

8.12 BINDING EFFECT. The terms, provisions, covenants and conditions contained in this Agreement shall apply to, bind and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives and permitted successors and assigns.

8.13 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.

8.14 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 GRANTEE.

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

8.16 PROVISIONS. Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

8.17 OWN EXPENSE. Except as otherwise provided in this Agreement, each Party shall bear its own expenses incurred by it in connection with the negotiation, execution and delivery of this Agreement, including, without limitation, the fees and expenses of each party's legal counsel.

8.18 CITY LIABILITY. It is agreed by and between the Parties of this Agreement, that in no event shall any official, officer, employee, or agent of the CITY 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.

8.19 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.

8.20 PUBLIC RECORDS. The CITY is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The CITY's 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.

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

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**GRANT 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: \_\_\_\_\_

Attest:

By: \_\_\_\_\_

LuAnn D. Holmes, MMC      Date  
City Clerk

Approved as to Form:      John S. Ridilla  
   Chief Deputy City Attorney

By: John S. Ridilla 2/15/24

Deputy City Attorney      Date

**NEVADA HEALTH AND BIOSCIENCE ASSET CORPORATION**

By: ME Schafer

Printed Name: Maureen E. Schafer

Title: President & CEO

Date: 02.20.24

**EXHIBIT “A”**  
**SCOPE OF USE**

The total amount of grant funds to be provided by the City of Las Vegas to Nevada Health and Bioscience Asset Corporation under this Agreement shall be used as described in the scope of use noted below and not exceed the sum of the total award as outlined in ARTICLE 3 FUNDING of this agreement.

Nevada Health and Bioscience Asset Corporation (NHBAC) is coordinating the planning, development, design, and construction of a Clinic and Mental Health Building and a Public Health Lab and Bloodbank building to provide the City of Las Vegas (CLV) residents' with increased access to quality healthcare services, medical testing capacities, and overall greater public health outcomes. These funds will primarily, but are not limited to, supporting the planning, design, and pre-construction and pre-development services associated with both projects. NHBAC will coordinate between other southern Nevada municipalities, the state of Nevada, corporate and private donations to propel both projects forward to their completion. Potential services provided in the mental/physical health facility include pediatric and family mental health services combined with autism, pediatric cardiology, adult psychiatry and adult cardiology. This building will introduce the idea of coordinated care of needed mental and physical health services for children that extend through the continuum of care to adulthood. The public health lab will open with expanded public testing offerings in the areas of toxicology, tuberculosis confirmation and local blood bank reference testing, as the project will also include the exciting development of the community's first public Blood Bank. These tests are currently sent out of state and will realize reduced cost and time for reporting results to the patients. The lab is also planning to future testing menus in years 1-3 as it develops its testing capacity in other current testing needed areas.

**NHBAC Public Health Lab and Bloodbank building (SNPAHL)**

The NHBAC and UMC in coordinating efforts with the State of Nevada (Department of Health and Human Services) has identified a number of public lab deficits within the State and specifically Southern Nevada. The full analysis of tests that could be run and the time and money saved by incorporating them locally will be evaluated and shared with our stakeholders. The ambiguity around the needs is because this effort is brand new to Nevada. We are working diligently to build the team that will revolutionize public health lab services in response to the continuing lack of medical infrastructure well known to our Nevada leaders.

We believe this investment from the State will provide the resources necessary to build an innovative lab that brings critical testing, research, and academics to the community in order to improve patient care and better serve the population of Southern Nevada. The goal is to create a sustainable healthcare asset that will have both an economic and social impact. Located centrally within the Las Vegas Medical District, the lab will be operated 24/7 by highly qualified and experienced laboratory providers and staff with the most current technology and equipment, resulting in more rapid delivery of results.

The grant funds will be used for the construction of the lab building. The below and the sub-categories will provide greater insight regarding how the function of this building will respond to the public health needs and how it is a positive economic asset for our community.

Public Health Laboratories (PHL) are a vital part of the health and well-being of our community. There are many elements to a PHL, some of the most important being disease prevention, epidemiology, surveillance and informatics. Specialized laboratory testing, as well as routine tests can also be performed. PHL's are limited in their scope of lab testing provided. One of the biggest issues is, there is little or no association between the PHL and a private laboratory. A strong association between a PHL

and a private laboratory could allow for the expansion of routine testing in the PHL and the offer of specialized testing to the private lab. There is a unique opportunity to create a Public Health Laboratory for the good of the public operated by University Medical Center (UMC). This collaboration will allow for a symbiotic relationship between the PHL and the UMC lab, enabling Southern Nevada to provide a wide variety of testing to the public for the purpose of surveillance, disease prevention and overall care of patients. The lab will perform both reference and diagnostic testing, serving the entire community. The PHL of Nevada will consist of several labs: Molecular, Microbiology, Flow Cytometry and Histocompatibility, and several other unique laboratories. The PHL located in Southern Nevada will be a one-of-a-kind, unique opportunity to serve the community in ways no other PHL is able to improve testing result time, and capture revenue in Nevada.

The lab will also create a histocompatibility lab that supports Nevada's transplant testing needs and encourage other programs such as liver, heart and lung transplant in Nevada. UMC is currently the only transplant center in Nevada, with testing performed by Nevada Donor Network (NDN). The testing performed by NDN costs UMC close to \$3M annually, and is not fully recoupable through insurance. Not only is this expensive, but the testing turnaround is very long and causes delays in transplant and patient care, and ultimately, recovery. The timelines of implanting an organ is critical to the success of its function. The benefit of having a dedicated HLA lab is improved and expedited patient care along with better reimbursement through insurance.

#### **NHBAC Clinic and Mental Health Building (CHMF)**

This project is for the partial planning, design, pre-construction services and pre-development services (estimated to result in completion of the design development work phase) of the Clinic and Mental Health Building. Nevada is ranked unfavorably on multiple scales in healthcare adequacy and health outcomes. The intended outcomes of the completed Clinic and Mental Health Building are to expand the availability of high quality healthcare to Southern Nevada citizens and visitors, while educating and training our future healthcare workforce.

This project will address the planning phase needs for a new Clinic and Mental Health Building in the Las Vegas Medical District. This center will be open and accessible to all residents of Las Vegas and beyond. The Clinic and Mental Health Building will allow us to expand healthcare services and treat individuals to reduce health disparities and severe illnesses that have been documented to be risk factors for severe cases of COVID and increased risks of death. It is well documented that racial/ethnic minorities, individuals with diabetes, and mental illness and those residing in a low income and economically disadvantaged communities bear a disproportional burden of COVID-19 related outcomes.

This award is specifically for the design, construction, furnishing and equipping of the capital project. The objectives and intended outcomes of the Clinic and Mental Health Building are to expand the availability of high quality health care to Southern Nevada citizens and visitors, while educating and training our future healthcare workforce. Potential services provided in the facility could include oncology, diabetes & endocrinology, pediatric & outpatient surgery, mental health services, and other clinical services. The expanded services provided by this facility will support improved public health education and services to be better prepared for potential future health care crises or pandemics, and will provide economic development opportunities by expanding the ability to provide these services locally in Nevada to increase Nevada's health care economy.



**EXHIBIT “B”**

**BUDGET**

**NAME OF AGENCY:** Nevada Health and Bioscience Asset Corporation

It is expressly agreed and understood that the total amount to be paid by the CITY under this Agreement shall not exceed \$13,000,000.00. The total amount of grant funds to be provided by the City of Las Vegas to Nevada Health and Bioscience Asset Corporation under this Agreement shall be used as described in the scope of use in EXHIBIT “A” and not exceed the sum of the total award as outlined in ARTICLE 3 FUNDING of this agreement. The GRANTEE agrees to invoice the City only for eligible budget expenditures set forth in the line item categories identified below:

<b>Line Item</b>	<b>Amount</b>
<b>Professional Services</b>	
Biomedical Research Facility Development Services (i.e. Architects, Engineers, Pre-Construction Services, Pre-Development Services, Associated Development Consulting)	\$9,000,000.00
Ambulatory Care Center Development Services (i.e. Architects, Engineers, Pre-Construction Services, Pre-Development Services, Associated Development Consulting)	\$4,000,000.00
<b>TOTAL:</b>	<b>\$13,000,000.00</b>