

MEMORANDUM

TO: The IVGID Board of Trustees

THROUGH: Mike Bandelin
Interim General Manager

FROM: Shelia Leijon
Director of Parks & Recreation

SUBJECT: Review, discuss, and possibly approve the Draft Premises Use Agreement between Incline Village General Improvement District (IVGID) and Vitalant for a Community Blood Drive at the Incline Village Recreation Center Gymnasium on February 26th 2024 from 11:00am - 3:00pm, and approve Facility Rental at No Cost. (Requesting Staff Member: Director of Parks and Recreation Shelia Leijon)

DATE: February 14, 2024

I. RECOMMENDATION

That the Board of Trustees approve the Draft Premise Use Agreement (Exhibit A) between IVGID and Vitalant for the use of the Incline Village Recreation Center Gymnasium, at No Cost, for a Community Blood Drive on February 26, 2024 from 11:00am – 3:00pm.

II. RELATED DISTRICT STRATEGIC PLAN INITIATIVES
LONG RANGE PRINCIPLE #1 – SERVICE

Long-term Initiatives

2. Enhance specific performance indicators to evaluate parcel owner and customer loyalty/satisfaction.

Budgeted Initiative

C. Understand, communicate and demonstrate documented service level baselines at each venue and facility. The emphasis is on providing the best, most consistent customer experiences

LONG RANGE PRINCIPLE #6 - COMMUNICATION

Long-term Initiatives

4. Work diligently to improve all external partner and collaborative relationships to maximize available resources.

Budgeted Initiatives

C. Ensure that the District is well represented in external agency discussions and collaborative opportunities where there may be an impact to the District.

III. **RELATED DISTRICT POLICIES, PRACTICES, RESOLUTIONS OR ORDINANCES**

IVGID Policy and Procedure No. 141 - Resolution 1895

III. **BACKGROUND**

For approximately twenty years, the Incline Village Recreation Center hosted Community Blood Drives in collaboration with United Blood Services, whose tagline was “Become a Hero”. Hosting these blood drives provided Incline Village Crystal Bay community members with the opportunity to “give back” to their community, Northern Nevada and the nation with the priceless donation of blood.

The coronavirus disease 2019 (COVID-19) affected millions of people worldwide and caused disruptions in healthcare provision leading to a reduction of blood related activities in the region, including the practice of blood drives. COVID 19 directly affected the supply and demand of blood products. With the slow return to normalcy, the opportunity to host Community Blood Drives has once again returned, giving IVGID the opportunity to improve the supply of lifesaving blood products by providing the community with a blood drive.

With this turn of events, our partners at Vitalant, (formerly United Blood Services) one of the nation’s largest nonprofit blood and biotherapy healthcare organizations, reached out to rekindle our longstanding partnership of hosting and facilitating Incline Village Community Blood Drives together. By collaborating with Vitalant in providing a blood drive, the Incline Village Crystal Bay Community takes an active part in providing hospitals and patients across the U.S. with a safe blood supply, specialized laboratory services, transfusion medicine expertise and world-renowned research.

The benefits of donating blood are many. Two that are in keeping with the practices the Incline Village Recreation Center promotes on a daily basis are:

- Community Building - National statistics indicate that every two seconds someone in the U.S. requires a blood transfusion. Therefore, rolling up your sleeve to donate the priceless gift of blood helps build up the blood supply locally and nationally...and it saves lives.
- Healthy Lifestyle Practices - By donating blood, you receive a free, mini health screening. Before giving blood, your vital signs are checked to make sure you

are fit enough for the procedure. Blood pressure, heart rhythms are checked, and you are screened for infectious diseases as well as (rare) blood types. Additionally, “Becoming a Hero” makes you feel good!

For these reasons and many more, Staff is requesting the Board of Trustees approve the Draft Premise Use Agreement, which has been reviewed and modified by IVGIDs Legal Counsel, for the Incline Village Recreation Center to host a Community Blood Drive, in collaboration with Vitalant, on February 26, 2024 from 11:00am – 3:00pm.

IV. FINANCIAL IMPACT AND BUDGET

The Recreation Center Gymnasium is open and fully staffed on Monday, February 26, 2024. Careful consideration was given to the date chosen for the blood drive based on typical usage midday on a Monday in February. Upon request, use of the Chateau was considered as a possible location for the Blood Drive. Staff learned that the Chateau would not be opened or staffed on February 26, 2024 and would require significant resources to utilize it as an alternate location. Additionally, hard surface flooring, as opposed to carpet, is preferable for this type of activity.

V. ALTERNATIVES

The Board of Trustees not approve the Draft Premise Use Agreement, and deny use of the Gymnasium as the location, at No Cost, for a Community Blood Drive.

IV. COMMENTS

No further comments.

V. BUSINESS IMPACT/BENEFIT

There is little to no business impact in providing the Incline Recreation Center as a location for a Community Blood Drive on February 26, 2024. There is a significant benefit of community building and goodwill associated with providing the location for a Community Blood Drive.

VI. DECISION POINTS NEEDED FROM THE BOARD

The decision point needed from the Board of Trustees is a vote to approve or deny the use of the Incline Village Recreation Center Gymnasium, at No Cost, for a Community Blood Drive, collaborating with Vitalant (formerly United Blood Services) on February 26, 2024 from 11:00am – 3:00pm for a Community Blood Drive.



PREMISES USE AGREEMENT

THIS PREMISES USE AGREEMENT (“Agreement”) is made effective as of this 6th day of February, 2024 (‘Effective Date’) by and between Vitalant, an Arizona non-profit corporation (herein “VITALANT”) and Incline Village General Improvement District (herein “Contractor”). This Agreement will have a term of one (1) year, beginning on the Effective Date (“Term”).

Whereas, Contractor controls certain space located at 980 Incline Way Incline Village, NV 89451 (herein the “Premises”).

Whereas, VITALANT desires to use the Premises to conduct blood drives in accordance with the terms and conditions of this Agreement;

Whereas, Contractor agrees to permit VITALANT to use the Premises in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the agreements and covenants contained herein, the parties agree as follows:

1. **Schedule of Use.** Contractor agrees to permit VITALANT to use the Premises on the date(s) and times list below. Additional dates and times may be agreed upon by the parties during the Term which shall not require a written amendment to this Agreement. Any blood drives scheduled for November 1st or later will require the issuance of a new certificate of insurance by VITALANT pursuant to Section 3.4.

Monday February 26, 2024 9:00am – 4:00pm

2. **Contractor’s Responsibilities.**

2.1 Contractor agrees to provide VITALANT with use of the Premises for the time period(s) specified above which shall have functioning utilities available to VITALANT.

2.2 Contractor shall provide VITALANT with use of the existing furniture at the Premises.

2.3 Contractor represents that it maintains general liability insurance on the Premises.

3. **VITALANT’s Responsibilities.**

3.1 VITALANT agrees that the Premises shall be used solely for the purpose of conducting blood drives. At all times during the use of the Premises, VITALANT and VITALANT’s personnel using the Premises shall be licensed and/or authorized to conduct blood drives as applicable.

3.2 VITALANT shall be responsible to provide and compensate all of VITALANT’s personnel, including professional staff and support staff (if any), providing services during VITALANT’s use of the Premises.

3.3 VITALANT agrees to provide adequate staff, supplies, materials and equipment required for VITALANT to conduct its blood drive at Site, including all required Personal Protective Equipment (“PPE”) as required or recommended by the Centers for Disease Control and Prevention (“CDC”) and/or the Food and Drug Administration (“FDA”). VITALANT shall comply with all applicable laws and ordinances relating to work site health and safety, and shall provide adequate supervision and all necessary site-specific

training, instructions, sanitation and safety equipment. VITALANT and its staff shall adhere to all federal, state and local laws, rules, regulations and guidance, as applicable, related to blood collection and workplace safety, including but not limited to CDC, FDA and OSHA guidance regarding sanitation and safety measures for the reduction of the spread of COVID-19.

3.4 VITALANT shall maintain general comprehensive liability coverage for VITALANT's activities conducted at the Premises. At Contractor's request, VITALANT shall provide a certificate evidencing the specified liability/insurance coverage.

3.5 VITALANT shall be responsible for supplying the appropriate containers for disposal of waste and for the proper disposal of all waste from the Premises. VITALANT shall comply with all federal, state and local laws, rules and regulations that apply to the disposal of waste.

3.6 VITALANT agrees to leave the Premises in the same condition in which it was found and agrees to report to the Contractor any issues related to the condition of the Premises upon arrival. VITALANT agrees to reimburse Contractor for any damage to the Premises caused by VITALANT.

4. Hold Harmless and Indemnification. In consideration of Contractor's willingness to permit VITALANT's use of the Premises, VITALANT shall indemnify, defend and hold harmless Contractor, its directors, officials, officers, employees, agents and volunteers from any and all claims, actions, costs, debts, damages or suits that arise out of the acts, omissions or negligence of VITALANT or its personnel in collecting blood or blood components during the mobile blood drives scheduled on the Premises, including all reasonable costs, legal fees, expenses and other liabilities incurred in connection with such claims, actions or lawsuits. This indemnification is contingent upon Contractor's providing VITALANT with prompt, written notification of any and all occurrences which may result in a claim under this paragraph. Contractor shall provide all reasonable cooperation needed by VITALANT in the defense or negotiation for settlement of such claim.

5. Insurance. VITALANT shall, at its expense, procure and maintain for the duration of the Agreement insurance meeting the requirements set forth herein. VITALANT shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

- (1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit;
- (2) Automobile Liability: \$1,000,000 combined single limit (each accident) for bodily injury and property damage; and
- (3) Industrial Insurance: Workers' Compensation limits as required by the Labor Code of the State of Nevada. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease; and
- (4) Professional Liability/Errors and Omissions: VITALANT shall procure and maintain, and require its subconsultants to procure and maintain, for a period of five (5) years following completion of the Services, professional liability/errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$5,000,000 per claim, and shall be endorsed to include contractual liability. "Covered Professional Services" as designated in the Professional Liability/Errors and Omissions policy must specifically include work performed under this Agreement.

Requirements of specific coverage or limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement. Defense costs shall be payable in addition to the limits.

The insurance policies shall contain the following provisions, or VITALANT shall provide endorsements on forms supplied or approved by the Contractor to add the following provisions to the insurance policies:

(A) The commercial general liability policy shall be endorsed to provide the following: (1) the Contractor, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds; (2) the insurance coverage shall be primary insurance with respect to the Contractor, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the VITALANT's scheduled underlying coverage. Any insurance or self-insurance maintained by the Contractor, its directors, officials, officers, employees, agents and volunteers shall be excess of VITALANT's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the Contractor, its directors, officials, officers, employees, agents and volunteers or shall specifically allow VITALANT to waive its right of recovery prior to a loss. VITALANT hereby waives its own right of recovery against Contractor, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(B) The automobile liability policy shall be endorsed to provide the following: (1) the Contractor, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by VITALANT or for which the VITALANT is responsible; (2) the insurance coverage shall be primary insurance as respects the Contractor, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the VITALANT's scheduled underlying coverage. Any insurance or self-insurance maintained by the Contractor, its directors, officials, officers, employees, agents and volunteers shall be excess of the VITALANT's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the Contractor, its directors, officials, officers, employees, agents and volunteers or shall specifically allow VITALANT to waive its right of recovery prior to a loss. VITALANT hereby waives its own right of recovery against Contractor, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(C) Workers' Compensation and Employers Liability Insurance. The insurer shall agree to waive all rights of subrogation against the Contractor, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by VITALANT.

VITALANT shall furnish the Contractor, with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the Contractor. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the Contractor if requested. All certificates and endorsements must be received and approved by the Contractor before work commences. The Contractor reserves the right to require complete, certified copies of all required insurance policies, at any time.

6. Confidentiality. Contractor acknowledges that it may have access or exposure to confidential information of VITALANT as a result of VITALANT's use of the Premises. Contractor agrees to protect and maintain as confidential any such information, including, but not limited to, any and all donor, employee, financial, business and/or operational information of VITALANT. Contractor agrees that it shall immediately inform VITALANT of any inappropriate use or disclosure of such confidential information and will cooperate with VITALANT to mitigate any damage resulting from such inappropriate use or disclosure, subject to Contractor's obligations under applicable government transparency laws, including the Nevada Public Records Act.

7. Relationship. Nothing in the Agreement shall be construed to establish a landlord/tenant relationship between the Contractor and VITALANT. The relationship of the parties to this Agreement is purely for the purposes of establishing a premises use relationship. This Agreement will not be construed to create an agency relationship between the parties for any purpose.

8. Compliance with all Laws. Each party shall comply with all applicable laws and regulations in the performance of this Agreement.

9. Assignment. Neither party may assign or transfer any rights or responsibilities under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign or transfer this Agreement or its rights, interests or obligations hereunder, without consent, to any entity which controls, is controlled by, or is under common control with, the party.

10. Amendments. Except as provided in Section 1 of this Agreement, any modification of the terms and conditions of this Agreement shall require the consent of both parties evidenced in writing.

IN WITNESS WHEREOF, this Agreement has been agreed to, accepted and executed by the authorized representatives of the parties.

Incline Village General Improvement District:

By: _____
Name: _____ **Date** _____
Title: _____

VITALANT

By: _____
Name: _____ **Date** _____
Title: _____