



TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH




DATE: August 27, 2009

RE: *Approval of Interlocal Lease Agreement between Clark County and the Southern Nevada Health District to replace and supersede all previous lease agreements on the facility owned by Clark County known as the Cambridge Community Resource Center.*

PETITION #29-09

That the Southern Nevada District Board of Health *approve the amendment to Interlocal Lease Agreement between Clark County and the Southern Nevada Health District on the facility owned by the County known as the Cambridge Community Resource Center located at 3900 Cambridge, Las Vegas, NV.*

PETITIONERS:

Jerry Boyd, Facilities Manager 
Scott Weiss, Director of Administration 
Lawrence Sands, DO, MPH, Chief Health Officer 

DISCUSSION:

This interlocal provides for a \$1.00 lease per year for the use of the premises. The term of this lease agreement is five (5) years commencing on September 1, 2009 and terminating on August 31, 2014, unless extended or terminated.

Currently the Health District provides approximately twenty thousand Health Cards annually at this location.

This Agreement sets forth the entire understanding and agreement between Clark County and the Southern Nevada Health District and supersedes all previous agreements whether oral or written.

FUNDING:

This Agreement is provided in our FY10 budget.

**INTERLOCAL LEASE AGREEMENT
BETWEEN PUBLIC AGENCIES**

THIS AGREEMENT is made and entered into this _____ day of _____, 2009, by and between CLARK COUNTY, a political subdivision of the State of Nevada (hereinafter referred to as "COUNTY") and the SOUTHERN NEVADA HEALTH DISTRICT, a political subdivision of the State of Nevada (hereinafter referred to as "HEALTH DISTRICT")(collectively the "Parties").

WHEREAS, the COUNTY may lease real property to a governmental entity pursuant to the authority of NRS 244.281(1)(e)(2) and 277.050 on terms authorized by the Board of County Commissioners (hereinafter "Board") without conducting a public auction as otherwise required by NRS 244.283 if the real property is used for a public use and the Board adopts a resolution declaring its intention to lease it, describing the real property to be leased, specifying the lease terms, finding that the lease will be in the best interest of the County, and setting a time for a public meeting of the Board at which objections to the Lease may be made (hereinafter "Resolution");

WHEREAS, the Resolution adopted by the Board has been published as required by NRS 277.050;

WHEREAS, HEALTH DISTRICT currently occupies the Premises described below under the terms of a prior agreement between the Parties dated August 2, 1994, as amended on March 2, 1999 and September 18, 2001, which agreement is replaced and superseded by this Agreement.

WHEREAS, it is deemed that the services hereinafter set forth are both necessary to and in the best interest of the COUNTY and the HEALTH DISTRICT; and

NOW, THEREFORE, in consideration of the aforesaid premises, the Parties mutually agree as follows:

1. DESCRIPTION OF PREMISES.

Under the Parties' prior agreement, COUNTY is currently leasing to the HEALTH DISTRICT approximately 5,493 square feet of space in the facility owned by the COUNTY which is known as the Cambridge Community Resource Center located at 3900 Cambridge, Las Vegas, Clark County, Nevada (hereinafter referred to as "Building"). This Agreement will decrease the leased space to approximately 1,444 square feet (Suites 104 and 105), as shown on Exhibit "A", attached hereto and made a part hereof (hereinafter referred to as the "Premises").

2. TERM.

2.1 The term of this Agreement is approximately five (5) years commencing on September 1, 2009, and terminating on August 31, 2014, at 12:00 p.m., unless extended or terminated as set forth herein.

2.2 In the event COUNTY's future development of the Premises or Building affects HEALTH DISTRICT's use described herein as determined solely by COUNTY, HEALTH DISTRICT will relocate at its own expense, but not earlier than after the notice period specified below in Section 10 unless mutually agreed otherwise by the Parties.

3. OPTION TO EXTEND TERM.

Upon expiration of the term of this Agreement set forth in Subsection 2.1 above, COUNTY grants to HEALTH DISTRICT an option to extend this Agreement for five (5) additional periods of one (1) year. In order to exercise any extension option, HEALTH DISTRICT must give COUNTY written notice of its intention to extend at least sixty (60) days before expiration of the prior term.

4. RENT.

4.1 HEALTH DISTRICT agrees to pay ONE AND 00/100 DOLLARS (\$1.00) per year for the use of the Premises. HEALTH DISTRICT shall pay rent to COUNTY at Clark County Department of Real Property Management, 500 S. Grand Central Parkway, P.O. Box 551825, Las Vegas, Nevada, 89155 or such address as shall from time to time be designated by COUNTY to HEALTH DISTRICT in writing.

5. USE OF THE PREMISES.

5.1 HEALTH DISTRICT shall use the Premises only for the purpose of public offices. Storage of HEALTH DISTRICT's equipment and supplies shall be allowed in the area on the Premises specifically designated for storage by COUNTY. No other usage of the Premises shall be allowed unless prior written consent is obtained from the Director of Real Property Management or his designee (hereinafter referred to as "Director"), which shall be granted or not granted at the absolute discretion of the Director.

5.2 HEALTH DISTRICT shall observe and enforce all established rules and regulations of COUNTY in connection with HEALTH DISTRICT's use of the Premises. HEALTH DISTRICT shall not use or occupy the Premises in violation of any law, covenant, condition, restriction, rule or regulation affecting the Premises. Upon notice from COUNTY, HEALTH DISTRICT shall immediately discontinue any use of the Premises which is

declared by any governmental authority having jurisdiction to be a violation of a law, covenant, condition or restriction, rule or regulation.

5.3 HEALTH DISTRICT shall not knowingly do or permit to be done anything which will invalidate or increase the cost of any fire, extended coverage or other insurance policy covering the Premises and/or property located therein, and shall comply with all rules, orders, regulations, requirements and recommendations of COUNTY's insurance carrier, risk manager, or any other person or organization performing a similar function. HEALTH DISTRICT shall promptly, upon demand, reimburse COUNTY for any additional premium charged for such policy by reason of HEALTH DISTRICT's failure to comply with the provisions of this Subsection.

5.4 HEALTH DISTRICT shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other lessees or occupants of the Building, or injure or annoy them, or use or allow the Premises to be used for any unlawful purposes.

5.5 HEALTH DISTRICT shall not cause, maintain or permit any nuisance or waste in, on or about the Premises.

6. REPAIRS AND MAINTENANCE.

6.1 HEALTH DISTRICT shall take good care of the Premises, the equipment and fixtures therein and shall notify the COUNTY promptly if something is not in working order, condition and repair.

6.2 COUNTY shall, at its sole expense, repair and maintain the Building, heating, air conditioning equipment, interior and exterior walls, exterior roof, cement-embedded or sub-surface accessible and non-accessible plumbing serving the Premises, sidewalks, driveways, landscaping and parking lots, fixtures and appurtenances furnished by COUNTY under this Agreement, in good repair and tenantable condition, except that HEALTH DISTRICT shall reimburse COUNTY, for any costs incurred by COUNTY in repair and maintenance of damage to said portions caused by the intentional or negligent acts of HEALTH DISTRICT, its officers or employees.

6.3 HEALTH DISTRICT shall be responsible for repairs to the Premises, the need for which arises out of (a) HEALTH DISTRICT's use or occupancy of the Premises; (b) the installation, removal, use or operation of HEALTH DISTRICT's property; (c) the moving of HEALTH DISTRICT's property into or out of the Premises; or (d) the act, omission, misuse or negligence of HEALTH DISTRICT, its agents or employees.

6.4 Upon the expiration or earlier termination of this Agreement, HEALTH DISTRICT shall return the Premises to COUNTY in broom-clean condition and in the same

condition as on the date HEALTH DISTRICT took possession, except for normal and ordinary wear and tear. Any damage to the Premises, including any structural damage, resulting from HEALTH DISTRICT's use of the Premises or resulting from the removal of HEALTH DISTRICT's property from the Premises shall be repaired by HEALTH DISTRICT at its expense.

6.5 COUNTY and HEALTH DISTRICT shall each fully comply with all applicable Nevada laws, ordinances and rules of any public authority relating to their respective maintenance and repair obligations as set forth herein.

7. SERVICES AND UTILITIES.

7.1 COUNTY shall provide, at no additional cost to HEALTH DISTRICT, the following utilities and services: water, sewer, gas, electricity and normal trash removal.

7.2 HEALTH DISTRICT shall be responsible to provide janitorial services and shall pay for installation and charges for telephone. HEALTH DISTRICT shall be responsible for staffing the facility and shall be responsible for any and all administrative and overhead cost associated with the operation of district services. HEALTH DISTRICT shall provide and pay the cost of all supplies and equipment required for its use of the Premises.

8. ALTERATIONS AND IMPROVEMENTS.

8.1 HEALTH DISTRICT shall have the right, at its expense, to make any non-structural improvements or alterations to the interior of the Building provided HEALTH DISTRICT requests permission, in writing, to make such changes, and provided Director, in his sole discretion, gives written approval of the requested non-structural improvements or alterations.

8.2 Upon the termination of this Agreement, HEALTH DISTRICT shall have the right, at its expense, to remove any personal property or fixtures which HEALTH DISTRICT has installed or placed on the Premises. HEALTH DISTRICT shall completely repair, at its expense, any and all damage resulting from such removal.

8.3 All fixtures or other improvements remaining upon relocation, expiration or termination of this Agreement shall be deemed to be the property of COUNTY.

9. INSURANCE.

HEALTH DISTRICT, at its expense, will maintain the following insurance coverage during the initial and any extended terms of this Agreement:

9.1 Workers compensation in accordance with Nevada law;

9.2 Commercial general liability with a combined single limit for bodily injury and property damage of not less than \$1,000,000 per occurrence to protect the COUNTY, HEALTH DISTRICT and HEALTH DISTRICT's contractors and agents against claims for bodily injury or death and damage to the property of others;

9.3 Fire insurance with extended coverage with policy limits TWO HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$250,000.00). COUNTY shall not be liable for injury to the Premises or to the personal property or fixtures of HEALTH DISTRICT by fire or other casualty, no matter how caused, it being understood that in case of fire or other casualty, HEALTH DISTRICT shall look solely to the insurer for reimbursement and not to COUNTY.

10. TERMINATION.

For any reason other than breach of this Agreement as provided for in Section 11 herein, either party may terminate this Agreement upon sixty (60) days written notice to the other party.

11. BREACH.

In the event of HEALTH DISTRICT's default or breach of this Agreement, COUNTY shall give HEALTH DISTRICT written notice of the breach. HEALTH DISTRICT shall have thirty (30) days after receipt of said Notice of Breach to cure the breach, after which time if said breach has not been cured, COUNTY shall have the right to terminate the Agreement and retake possession of said Premises in compliance with Nevada law.

12. NOTICES.

All notices, approvals and demands allowed or required to be given under this Agreement shall be in writing and deemed duly served or given if personally delivered or sent by certified or registered U.S. mail, postage prepaid and addressed as follows:

To COUNTY:

Clark County Department of Real Property Management
Attention: Director of Real Property Management
500 S. Grand Central Parkway, 4th Floor
Las Vegas, NV 89101

To HEALTH DISTRICT:

Southern Nevada Health District
Attention: Director of Administrative Services
625 Shadow Lane
Las Vegas, NV 89106

13. WAIVER.

COUNTY's failure to enforce or delay in the enforcement of any provision hereof or any right hereunder shall not be construed as a waiver of such provision or right. HEALTH DISTRICT's exercise of any right hereunder shall not preclude or prejudice the exercise thereafter of the same or any other right.

14. RELATIONSHIP OF PARTIES.

Nothing contained in this Agreement shall be deemed or construed by the Parties or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any other association between COUNTY and HEALTH DISTRICT. No provisions of this Agreement, nor any acts of the parties hereto, shall be deemed to create any relationship between COUNTY and HEALTH DISTRICT other than as set forth in this Agreement.

15. REMEDIES CUMULATIVE.

The various rights, options, elections and remedies of COUNTY contained in this Agreement shall be cumulative, and no one of them shall be construed as exclusive of any other, or of any right, priority or remedy allowed or provided by law and not expressly waived in this Agreement.

16. GOVERNING LAW.

The laws of the State of Nevada shall govern the validity, construction, performance, and effect of this Agreement.

17. ENTIRE AGREEMENT.

This Agreement sets forth the entire understanding and agreement between the Parties hereto and supersedes all previous communications, negotiations and agreements, whether oral or written, with respect to the subject matter hereof. No addition to or modification of this Agreement shall be binding on either party unless reduced to writing and duly executed by or on behalf of the Parties hereto. No representation or statement not expressly contained in this Agreement or in any written, properly executed amendment to

this Agreement shall be binding upon COUNTY or HEALTH DISTRICT as a warranty or otherwise.

18. ASSIGNMENT AND SUBLEASE.

Any attempt by HEALTH DISTRICT to assign any rights or delegate any duties arising from this Agreement or to sublease the Premises without the written consent of COUNTY shall be void.

19. THIRD PARTY BENEFICIARY.

This Agreement is not intended to create any rights, powers or interest in any third party; and, this Agreement is entered into for the exclusive benefit of the undersigned Parties.

20. NON-DISCRIMINATION.

HEALTH DISTRICT shall not unlawfully discriminate against any person in the use of the Premises.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, we have hereto set our hands this _____ day of _____, 2009.

CLARK COUNTY:

SOUTHERN NEVADA
HEALTH DISTRICT:

By _____
Randall J. Tarr
Director, Real Property Management

By _____
Its Chris Giunchigliani
Chair, Southern Nevada
District Board of Health

Approved as to form:

DISTRICT ATTORNEY

By _____
Leslie A. Nielsen
Deputy District Attorney