



**TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH    DATE:    October 9, 2015**




**RE: *Approval of Interlocal Lease Agreement between Public Agencies***

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**PETITION #31-15**

**That the Southern Nevada District Board of Health *approves Interlocal Lease Agreement between Clark County and Southern Nevada Health District.***

**PETITIONERS:**

**Sean Beckham, *Facilities Manager***   
**Andrew J. Glass, FACHE, MS, *Director of Administration***   
**Joseph P. Iser, MD, DrPH, MSc, *Chief Health Officer*** 

**DISCUSSION:**

The Health District currently is leasing a 720 square foot facility in Laughlin at \$898.91 per month. The suite is larger than required, Health District pays the electrical bill (approximately \$100 per month), and the suite is not in a central or safe location. The current lease has a six month written termination notice, which has been sent to Lessor. The current lease would terminate March 31, 2016.

Clark County has offered to lease the Health District 324 square foot suite in the Laughlin Community Resource Center located at 55 Civic Way, at \$518.40 per month, including all utilities and a security officer on duty during working hours. The new lease would begin April 1, 2016.

The new lease is for five years with an option for an additional five years. The rent will escalate 3% per year.

**FUNDING:**

General Fund - \$6,220.80 annually, increases 3% per year

**INTERLOCAL LEASE AGREEMENT  
BETWEEN PUBLIC AGENCIES**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between CLARK COUNTY ("COUNTY"), a political subdivision of the State of Nevada, as lessor, and the SOUTHERN NEVADA HEALTH DISTRICT ("SNHD"), as lessee (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 ("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 hearing at which objections to the Lease may be made ("Resolution");

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

WHEREAS, it is deemed that the lease of real property hereinafter set forth for office space is in the best interest of the COUNTY and its inhabitants; and

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

**1. DESCRIPTION OF PREMISES.**

COUNTY will lease to SNHD approximately 324 square feet of space in the facility owned by the COUNTY, known as the Laughlin Community Resource Center, Suites 111, 112 and 120 and an area across from the reception desk ("Premises") as shown on the attached Exhibit "A," located at 55 Civic Way, Laughlin, Clark County, Nevada ("Building").

**2. TERM.**

2.1 After approval of this Agreement by the Board, the term (Initial Period) of this Agreement is five (5) years commencing on April 1, 2016 and terminating on March 31, 2021 or sooner terminated as set forth herein. SNHD will have the option to extend for five (5) one (1) year periods to be exercised by giving written notice to County of at least sixty (60) days prior to expiration of the lease.

Interlocal Lease Agreement Between Public Agencies (County & SNHD)

2.2 In the event COUNTY's future development of the Premises affects SNHD's use described herein as determined solely by COUNTY, SNHD will relocate at its own expense, but not earlier than after the notice period specified below in Section 9 unless mutually agreed otherwise by the Parties.

**3. RENT.**

3.1 COUNTY agrees to lease the Premises to SNHD and SNHD agrees to lease from the COUNTY at a starting lease rate of \$1.60/sf with 3% annual increases throughout the initial period and any option period. Please see Table 1 below:

Table 1.

<i><b>INITIAL PERIOD</b></i>	<i><b>LEASE RATE</b></i>	<i><b>SQ FT</b></i>	<i><b>MONTHLY RENT</b></i>	<i><b>YEARLY RENT</b></i>
April 1, 2016 to March 31, 2017	\$1.60	324	\$518.40	\$6,220.80
April 1, 2017 to March 31, 2018	\$1.64	324	\$531.36	\$6,376.32
April 1, 2018 to March 31, 2019	\$1.68	324	\$544.32	\$6,531.84
April 1, 2019 to March 31, 2020	\$1.73	324	\$560.52	\$6,726.24
April 1, 2020 to March 31, 2021	\$1.78	324	\$576.72	\$6,920.64
<i><b>OPTION PERIOD</b></i>	<i><b>LEASE RATE</b></i>	<i><b>SQ FT</b></i>	<i><b>MONTHLY RENT</b></i>	<i><b>YEARLY RENT</b></i>
April 1, 2021 to March 31, 2022	\$1.83	324	\$592.92	\$7,115.04
April 1, 2022 to March 31, 2023	\$1.88	324	\$609.12	\$7,309.44
April 1, 2023 to March 31, 2024	\$1.93	324	\$625.32	\$7,503.84
April 1, 2024 to March 31, 2025	\$1.98	324	\$641.52	\$7,698.24
April 1, 2025 to March 31, 2026	\$2.03	324	\$657.72	\$7,892.64

**4. USE OF THE PREMISES.**

4.1 SNHD shall use the Premises only for issuing health cards, meeting with patients, providing health inspectors with a check-in location and providing the community with health related services. No other use 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") in his sole discretion.

Interlocal Lease Agreement Between Public Agencies (County & SNHD)

4.2 SNHD shall observe and enforce all established rules and regulations of COUNTY in connection with SNHD's use of the Premises. SNHD 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, SNHD 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.

4.3 SNHD shall not knowingly do or permit to be done anything which will increase the risk of fire or create a hazard on or about the Premises, and shall comply with all rules, orders, regulations, requirements and recommendations of COUNTY's risk manager, or any other person or organization performing a similar function.

4.4 SNHD 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 leases or occupants of the Building, or injure or annoy them, or use or allow the Premises to be used for any unlawful purposes.

4.5 SNHD shall not cause, maintain or permit any nuisance or waste in, on or about the Premises.

**5. REPAIRS, MAINTENANCE AND ACCESS.**

5.1 SNHD shall take good care of the Premises, any equipment and fixtures therein and shall notify the COUNTY promptly if something is not in working order, condition or repair.

5.2 COUNTY shall, at its sole cost and 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 in common areas, and appurtenances furnished in common areas by COUNTY under this Agreement, in good repair and tenantable condition, except that SNHD 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 SNHD, its officers, agents or employees. SNHD'S failure to repair and maintain the Premises to COUNTY's satisfaction gives COUNTY the right to terminate this Agreement in accordance with Section 10.

## Interlocal Lease Agreement Between Public Agencies (County & SNHD)

5.3 SNHD shall also be responsible for any repairs which arise out of (a) SNHD's use or occupancy of the Premises; (b) the installation, removal, use or operation of SNHD's property; (c) the moving of SNHD's property into or out of the Premises; or (d) the act, omission, misuse or negligence of SNHD, its officers, agents, employees or invitees. If SNHD fails to repair any damage to the Premises within thirty (30) days of written notice, COUNTY may at its option terminate this Agreement.

5.4 Upon the expiration or earlier termination of this Agreement, SNHD shall return the Premises to COUNTY in the same condition as on the date SNHD took possession, except for normal and ordinary wear and tear. Any damage to the Premises, including any damage resulting from SNHD's use of the Premises or resulting from the removal of SNHD's property from the Premises shall be repaired by SNHD at its expense. If SNHD fails to repair any damage to the Premises before vacating the Premises, SNHD agrees to pay the actual cost for such repairs performed by COUNTY or its contractor within thirty (30) days of receipt of COUNTY invoice.

5.5 SNHD shall comply with all applicable Nevada laws, ordinances and rules of any public authority relating to its use and occupancy of the Premises.

### **6. SERVICES AND UTILITIES.**

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

6.2 SNHD shall be responsible to provide janitorial services proper disposal/removal of any biohazardous and/or hazardous waste and shall pay for installation and charges for telephone. SNHD shall be responsible for staffing the Premises and shall be responsible for any and all administrative and overhead cost associated with its operations on the Premises. SNHD shall provide and pay the cost of all supplies and equipment required for its use of the Premises.

### **7. ALTERATIONS AND IMPROVEMENTS.**

7.1 SNHD shall have the right, at its expense, to make any non-structural improvements to the Premises, provided (a) SNHD requests permission, in writing, to make such improvements, and provided (b) Director, in his sole discretion, gives written approval of the requested non-structural improvements, and (c) all necessary permits and approvals have been obtained by SNHD. Such approval will not be unreasonably withheld.

Interlocal Lease Agreement Between Public Agencies (County & SNHD)

7.2 Upon the termination of this Agreement, SNHD shall have the right, at its expense, to remove any personal property or fixtures which SNHD has installed or placed on the Premises. SNHD shall completely repair, at its expense, any and all damage resulting from such removal as provided above in Section 5.

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

**8. INSURANCE.**

LESSEE will maintain insurance coverage during the initial and any extended terms of this Lease and LESSEE shall provide a Certificate of Self Insurance to Clark County Risk Manager prior to taking possession of the Premises.

**9. TERMINATION.**

For any reason other than breach of this Agreement as provided for in Section 10 herein, either party may terminate this Agreement upon sixty (60) days written notice to the other party.

**10. BREACH.**

In the event of SNHD's default or breach of this Agreement, COUNTY shall give SNHD written notice of the breach, SNHD shall have thirty (30) days after receipt of said Notice of Breach to cure the breach, or vacate the Premises. SNHD'S failure to cure the breach or vacate the Premises within such thirty (30) day period, gives COUNTY the right to immediately retake possession of the Premises in compliance with Nevada law.

**11. Indemnification. 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 and employees. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages.**

Interlocal Lease Agreement Between Public Agencies (County & SNHD)

**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 89155

**To SNHD:**

Southern Nevada Health District  
Attention: Chief Health Officer – Dr. Joseph P. Iser, MD, DrPH, MSc  
PO Box 3902  
Las Vegas, NV 89127

**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. SNHD'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 SNHD. No provisions of this Agreement, or any acts of the Parties hereto, shall be deemed to create any relationship between COUNTY and SNHD other than as set forth in this Agreement.

Interlocal Lease Agreement Between Public Agencies (County & SNHD)

**15. REMEDIES CUMULATIVE.**

The various rights, options, elections and remedies of the Parties 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, and Clark County courts shall have exclusive jurisdiction.

**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 SNHD as a warranty or otherwise.

**18. ASSIGNMENT AND SUBLEASE.**

Any attempt by SNHD 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.**

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



Interlocal Lease Agreement Between Public Agencies (County & SNHD)

IN WITNESS WHEREOF, we have executed this Agreement the day and year first written above.

SOUTHERN NEVADA HEALTH  
DISTRICT

CLARK COUNTY

By \_\_\_\_\_  
Jerome A. Stueve, Director  
Real Property Management

By \_\_\_\_\_  
Dr. Joseph P. Iser, MD, DrPH, MSc  
Chief Health Officer

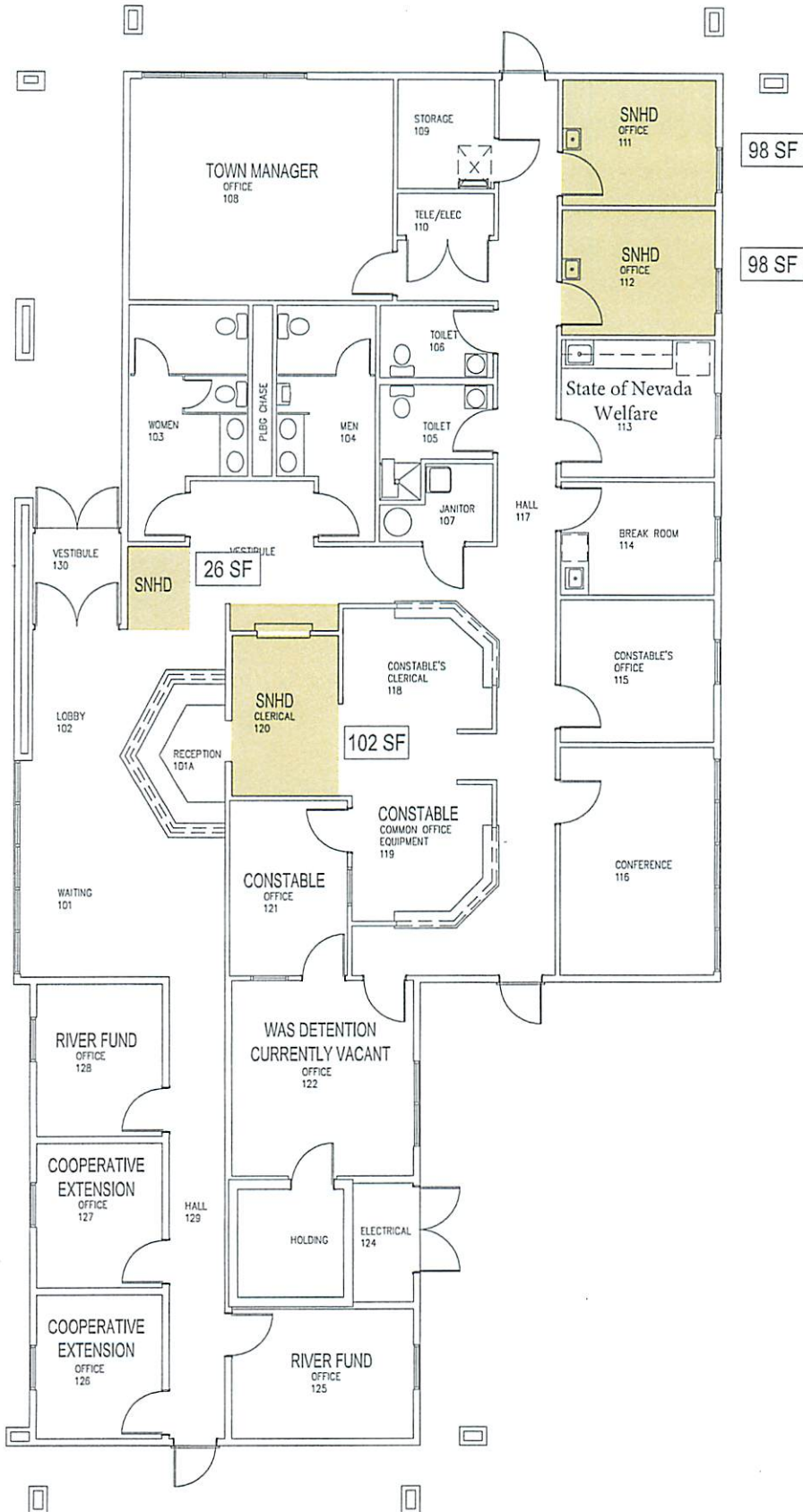
Approved as to form:  
STEVEN B. WOLFSON  
DISTRICT ATTORNEY

By \_\_\_\_\_  
Deputy District Attorney

EXHIBIT A

# LAUGHLIN COMMUNITY RESOURCE CENTER

55 CIVIC WAY, LAUGHLIN 89029



NOT TO SCALE  
7/1/2015



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Interlocal Lease Agreement Between Public Agencies (County & SNHD)

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Las Vegas, NV 89155

**To SNHD:**

Southern Nevada Health District  
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Las Vegas, NV 89127

**13. WAIVER.**

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Interlocal Lease Agreement Between Public Agencies (County & SNHD)

IN WITNESS WHEREOF, we have executed this Agreement the day and year first written above.

CLARK COUNTY

SOUTHERN NEVADA HEALTH  
DISTRICT

By \_\_\_\_\_  
Jerome A. Stueve, Director  
Real Property Management

By \_\_\_\_\_  
Dr. Joseph P. Iser, MD, DrPH, MSc  
Chief Health Officer

Approved as to form:  
STEVEN B. WOLFSON  
DISTRICT ATTORNEY

By \_\_\_\_\_  
Deputy District Attorney

EXHIBIT A

# LAUGHLIN COMMUNITY RESOURCE CENTER

55 CIVIC WAY, LAUGHLIN 89029

