



TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH **DATE:** October 22, 2015

RE: *Approval of Interlocal Agreement between the City of Las Vegas Redevelopment Agency and the Southern Nevada Health District*

PETITION #29-15

That the Southern Nevada District Board of Health *approves Interlocal Agreement between the City of Las Vegas Redevelopment Agency and the Southern Nevada Health District.*

PETITIONERS:

Annette L. Bradley, Esq, *Attorney*
Andrew J. Glass, FACHE, MS, *Director of Administration*

Joseph P. Iser, MD, DrPH, MSc, *Chief Health Officer*

DISCUSSION:

The Southern Nevada Health District purchased property located at 278-286 South Decatur. This property is located in the Las Vegas redevelopment area known as RDA 2 (Premises). In preparation for relocating the Health District's headquarters to the Premises, Health District is undertaking major interior and exterior renovations. The City of Las Vegas Redevelopment Agency acknowledges the services provided by the Health District are of fundamental importance to the residents of RDA 2. The City of Las Vegas Redevelopment Agency desires to make a grant to the Health District to assist in the renovation of the Premises. This Interlocal Agreement will assist with the cost of renovating the Premises.

FUNDING:

A cash amount of \$200,000 will be paid to the Health District upon receipt of occupancy permit.

**INTERLOCAL AGREEMENT
BY AND AMONG THE CITY OF
LAS VEGAS REDEVELOPMENT AGENCY AND
SOUTHERN NEVADA HEALTH DISTRICT**

This INTERLOCAL AGREEMENT (the "Agreement") is made and entered into effective as of _____, 2015 (the "Effective Date"), by and among the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, an agency of the City of Las Vegas, Nevada ("RDA"), and the SOUTHERN NEVADA HEALTH DISTRICT, a political subdivision of the state of Nevada ("Health District"). Health District and RDA are individually referred to herein as a "Party" and collectively referred to herein as "Parties".

WITNESSETH

WHEREAS, the Parties are empowered to enter into this Agreement under Section 277.180 of the Nevada Revised Statutes; and

WHEREAS, Health District provides various health services to persons in the Las Vegas metropolitan area in order to protect and promote the health, the environment and the well-being of Southern Nevada residents and visitors; and

WHEREAS, Health District is the owner of certain real property commonly known as 278-286 South Decatur Boulevard, Las Vegas, Nevada 89107 of approximately 118,000 +/- square feet and also commonly referred to as Assessor's Parcel Number 138-36-516-001 and 138-36-516-004 (the "Premises"); and

WHEREAS, the Premises are located in a redevelopment area of the RDA known as RDA 2 (the "RDA Area"); and

WHEREAS, the Premises, further depicted in Exhibit "A" hereto, consist of a large box retail store which has stood vacant for many years, contributing to blight in the RDA Area; and

WHEREAS, Health District has undertaken the commencement of major interior and exterior renovations to the Premises in order to locate Health District's headquarters at the Premises; and

WHEREAS, the extensive renovation of the Premises and the relocation of Health District's headquarters to the Premises is consistent with RDA's purpose in the redevelopment of the RDA Area and will support the elimination of blight within the RDA Area; and

WHEREAS, RDA acknowledges that the public health services provided by Health District are of fundamental importance to the residents of the RDA Area; and

WHEREAS, RDA desires to make a grant to Health District to assist in the renovation of the Premises and the relocation of the Health District's headquarters to the Premises.

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants hereinafter set forth, the Parties hereby agree as follows:

1. **TERM OF AGREEMENT**

The term of this Agreement shall be for twenty (20) years.

2. **COMMENCEMENT DATE**

This Agreement shall commence on the Effective Date.

3. **GRANT**

RDA agrees to make a cash grant to Health District in the sum of Two Hundred Thousand Dollars (\$200,000) in consideration of Health District's completion of the renovation of the Premises and the relocation of its headquarters to the Premises (the "Grant"). The Grant shall be disbursed to Health District as set forth in Section 5 below.

4. **RENOVATION OF PREMISES**

Health District agrees that the completion of the renovation of the Premises as described in those plans and specifications set forth on Exhibit "B" attached hereto is a condition precedent to RDA disbursing the Grant. RDA shall not be obligated to disburse the Grant until such time as Health District has obtained a certificate of occupancy permitting the use of the Premises by Health District. RDA shall disburse the Grant to Health District within thirty (30) days of the issuance of the certificate of occupancy. District represents and warrants to RDA that District is completing the renovation of the Premises in compliance with (i) NRS 338.010 to 338.090, inclusive and (ii) NRS 279.6094.

5. **USE OF PREMISES; RECAPTURE OF GRANT**

Health District agrees to use the Premises as Health District's primary headquarters for the term of this Agreement. Health District acknowledges that the Grant being made by RDA to Health District is made on the condition that Health District so uses the Premises as its primary headquarters. In the event that Health District does not use the Premises as its primary headquarters for the term, Health District shall refund to RDA Ten Thousand Dollars (\$10,000) for each year of the term that Health District does not use the Premises as its primary headquarters. This will be the RDA's sole and exclusive remedy in the event Health District does not use the Premises as its primary headquarters for the entire term.

6. **LIMITED LIABILITY AND INDEMNIFICATION**

The Parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of all Parties shall not be subject to punitive

damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 354.626.

No obligation imposed upon each Party by this Agreement shall require the payment of money by such Party, or the performance of any action by such Party which requires money from such Party, except to the extent that funds are available for such performance or payment from such Party's appropriations therefor lawfully made by such Party.

To the extent provided by law, each Party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other Party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to the right to seek reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying Party, its officers, employees or agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation or indemnity which would otherwise exist as to any party or person described in this section.

The indemnification obligation under this section is conditioned upon receipt of written notice by the indemnifying Party within 30 days of the indemnified Party's actual notice of any actual or pending claim of cause of action. The indemnifying Party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified Party's chosen right to participate with legal counsel.

7. THIRD PARTY BENEFICIARY

The Parties do not intend to benefit any person who is not named as a party to this Agreement, to assume any duty to inspect, to provide for the safety of any person, or to assume any other duty beyond that imposed by general law.

8. FURTHER ASSURANCES

Each Party shall execute and deliver such additional agreements, documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the intent and purposes contemplated by this Agreement.

9. NOTICES

Any notice, demand, request, or other instrument which may be or is required to be given under this Agreement shall be delivered in person or sent by United States certified or registered mail, postage prepaid, at the following addresses:

To RDA: City of Las Vegas Redevelopment Agency
 Office of Economic and Urban Development
 495 S. Main Street, 6th Floor
 Las Vegas, NV 89101
 (702) 229-1020 phone
 (702) 384-0527 fax

To DISTRICT: Southern Nevada Health District
PO Box 3902
Las Vegas, NV 89127
Attn: Chief Health Officer
(702) 759-1201 phone

Any Party hereto may change its address by giving no less than ten (10) days' advance notice to the other Party as provided herein.

10. ENTIRE AGREEMENT

This Agreement, the agreements referenced herein, and the Exhibits, if any, attached hereto, set forth the entire agreement between the Parties. All Exhibits mentioned in this Agreement are incorporated herein by reference. Any prior conversations or writings are merged herein and extinguished. The captions and article numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe, or describe the scope or intent of any paragraph or subparagraph.

11. NON-DISCRIMINATION/PUBLIC FUNDS

Health District acknowledges that Health District has an obligation to ensure that public funds are not used to subsidize private discrimination. Health District recognizes that if Health District and its subcontractors 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 gender expression, age, disability, national origin, or any other protected status, RDA may declare Health District in breach of the Agreement, terminate the Agreement, and designate RDA as non-responsible.

12. MODIFICATION OR AMENDMENTS

No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all the Parties hereto.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

RDA

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY, an
agency of the City of Las Vegas, Nevada

By: _____
Name: Carolyn G. Goodman
Title: Chairwoman

DISTRICT

SOUTHERN NEVADA HEALTH DISTRICT,
a political subdivision of the state of Nevada

By: _____
Name: Joseph P. Iser, MD, DrPH, MSc
Title: Chief Health Officer

ATTEST:

Name: LuAnn D. Holmes
Title: Secretary

APPROVED AS TO FORM:


Name: Michael Niarchos, Esq. Date

9-22-15

APPROVED AS TO FORM:

Name: Annette L. Bradley, Esq.
Attorney for Southern Nevada Health District

. EXHIBITS

Exhibit "A" – Premises Depiction

Exhibit "B" – Renovation Plans and Specs

Exhibit A
Premises Depiction
278-286 S. Decatur Blvd

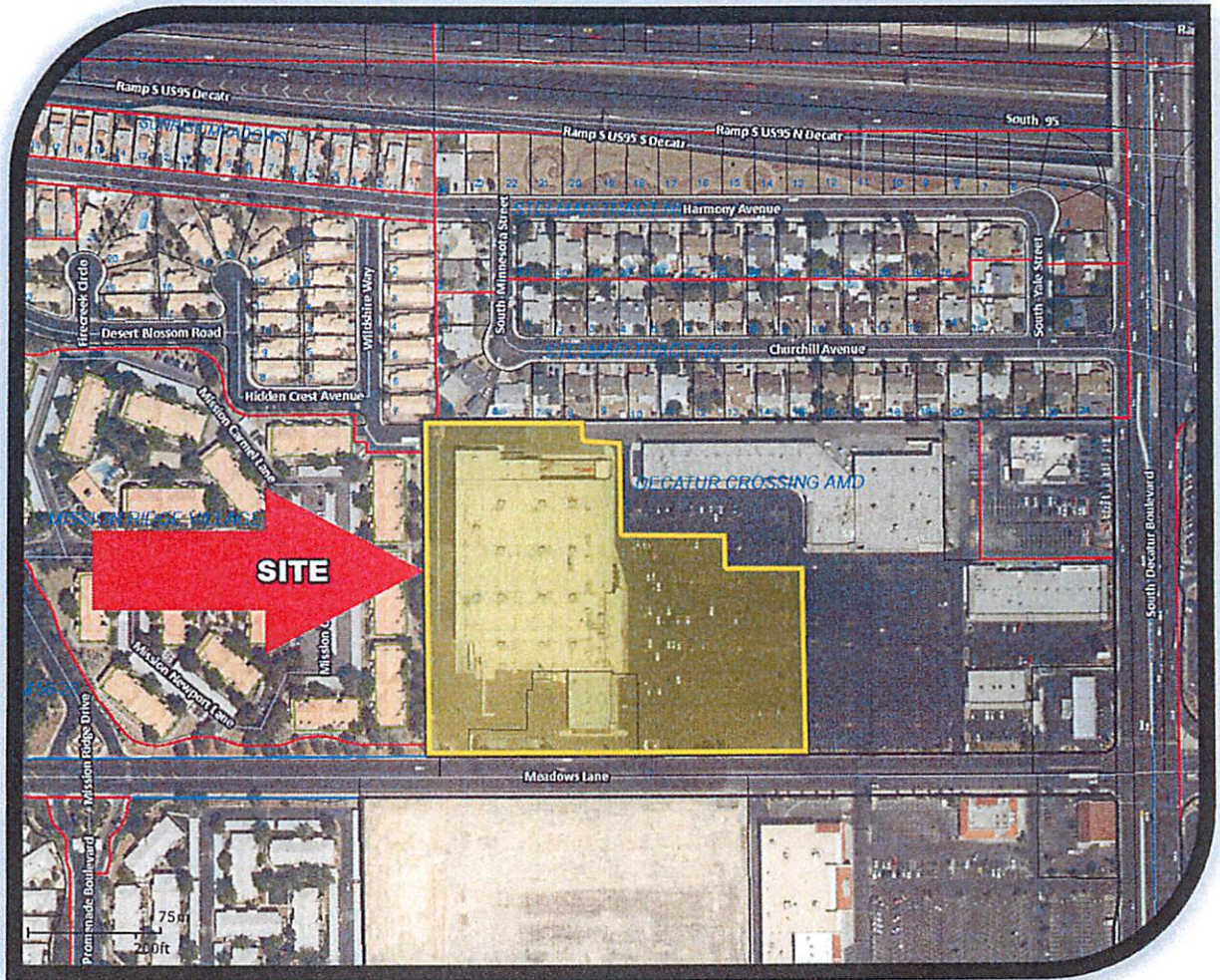


Exhibit B
Renovations Plans and Specs



September 22, 2015

Andrew J. Glass
Director of Administration
Southern Nevada Health District
330 S. Valley View Blvd
Las Vegas, NV 89127

Re: Proposed RDA Improvements
Southern Nevada Health District Headquarters -
• 278 S. Decatur Blvd.
• 280 - 286 S. Decatur

Dear Andy:

The following is a summary of the scope of improvements to convert the former Target store and adjacent retail strip building into the new SNHD headquarters.

278 S. Decatur Blvd. (Former Target Store)

Exterior

1. **Upgrade security.** We propose to add exterior security cameras around the building to improve and enhance security for staff and visitors; as well as the surrounding neighbors.
2. **Paint the exterior of the building.** The existing building has the coloring and appearance of the former Target store. Within the contract we will repaint all "Target" red elements and upgrade the appearance along with provide a more recognizable SNHD facility.
 - a. The upgrades are proposed to include adding some metal "panels" in the SNHD colors to help break up and enliven the front façade of this massive building. These are shown on the colored elevations provided.
 - b. The SNHD sign as proposed is placed over a metal screen to tie the main entry together with the proposed decorative metal panels. This backdrop screening will help disguise the former target "stripes."
 - c. Monument signs will be installed at each curb entry point from Meadows Lane and the update the existing retail center's pylon signs along Decatur and Meadows Lane with SNHD logos.
 - d. The previous garden center shade fabric will be replaced for use as an outdoor staff break area and exterior entry awnings' fabric replaced.
 - e. Exterior doors will be retrofit with new hardware and refinished to match the SNHD color scheme.
3. **Parking Lot:** Seal the existing asphalt parking lot and repainting the parking stripes and pavement markings.

PGAL, LLC



- a. An Electrical Vehicle charging station and secure parking gates/fence is added on the back of the building for SNHD owned vehicles.
4. **Landscaping:** The existing landscaping around the building and in the parking lot is lacking. We propose to replace all of the trees in the parking lot and make sure that the irrigation systems are working adequately to keep the landscaping alive.
 - a. Additionally, we propose to add planters with seating at the entrance to the facility to improve the appearance, help soften the entry along with providing seating for people as they wait.
 - b. The raised planters will also provide security to prevent vehicles from driving up on the sidewalk and/or into the building itself.
5. **Rooftop:** The improvements include replacement of several HVAC units and supplemental units for specialty clinical space requiring HEPA filtration and negative air pressure.

Interior

1. **Lobby Improvements:** As the main entry to the Health District offices, it will be important to provide a welcoming and comfortable lobby; but also one that is well designed and reflective of a major public institution as the Southern Nevada Health District.
 - a. The Health District has a collection of antique apothecary jars that the District would like to showcase. We could incorporate these items in a protected display case that would add interest to the Lobby, while also providing a wonderful teaching tool about the history of medicine in Southern Nevada as well as about the people who have worked in medicine here.
 - b. The focal wall of the lobby will receive an upgraded stone veneer finish material that will add durability to the high traffic area.
2. **Cafeteria:** The existing cafeteria will be remodeled and kitchen equipment replaced to provide healthy menu food service available to staff and the public. The finishes and seating will be renovated to blend with the new building color scheme.
3. **Skylights -Solotubes:** With this large "big box" space comes the challenge of providing natural light within the building. Exterior windows would help in certain areas, but not enough. The addition of Solotubes strategically placed in internal corridors, waiting and office areas will bring this natural light and brighten these areas. A further benefit will be that we can minimize the use of lights during daylight hours.

280 - 286 S. Decatur Blvd. (Former retail strip center)

The four (4) retail spaces to the south of the former Target store will be used by the Health District to provide services to the public, accessed on a more regular basis. This group of spaces may be open at different hours providing easier public access while the main facility is closed. Thus this building, labeled 280 S. Decatur by the CLV Fire Department, with the 4 suites should match the main facility.

Exterior

1. **Upgrade security.** Add exterior security cameras around the building to improve and enhance security for staff and visitors; as well as the surrounding neighbors.
2. **Paint exterior of the building.** We propose to paint the exterior of 280 W. Decatur to match 278 S. Decatur the same SNHD colors. This will tie the two buildings together.
 - a. There are existing awnings on the SE corner of the 280 building. These will be changed to a dark blue to match the SNHD colors.
 - b. The signage for each suite will complement the main SNHD facility and if funds are available, be placed over similar metal screening. Again, this provides continuity between the two buildings.
3. **Parking Lot:** Recoating the existing asphalt parking lot associated with the 280 building to match that at 278.
 - a. Accessibility ramps and new parking adjacent to the retail suites will provide compliance with current accessibility guidelines and add convenience to customers seeking assistance with common non-clinical functions of the SNHD without the need to travel thru the larger main structure.
4. **Landscaping:** Similar to 278 S. Decatur, the landscaping at 280 W. Decatur will be enhanced with new trees in the parking lot, replacing those that may have died. Existing landscaping along Meadow Lane will be cleaned up and irrigation system repaired as needed.
 - a. Where appropriate and space permitting, planters with seating will be added along the front walkway of this building.

Interior

1. **Lobby Improvements:** It is anticipated that public traffic in the Food Cards, and Vital Records will be quite high. Thus with additional funding the Health District can upgrade the flooring to a more durable high-traffic finish. This material will last longer and be more easily maintained.

Mr. Andrew J. Glass
Southern Nevada Health District
September 22, 2015
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If you have any questions regarding the above or the attached images, please don't hesitate to contact us. If the City would prefer hard copies of the image sheets, please let me know and I'll have them delivered straight away.

Sincerely yours,

PGAL, LLC



Christopher W. Larsen, AIA
Principal