



**TO:** SOUTHERN NEVADA DISTRICT BOARD OF HEALTH      **DATE:** August 25, 2016

**RE:** *Interlocal Agreement between the City of Henderson and Southern Nevada Health District*

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**PETITION #30-16**

**That the Southern Nevada District Board of Health** *approve the Interlocal Agreement CMTS#19123 between the City of Henderson (COH) and the Southern Nevada Health District (SNHD) for the use of the City of Henderson premises for the set-up and use of SNHD Alternate Department Operations Center (ADOC).* *JS*

**PETITIONERS:**

**Jeff Quinn, MPH** *Public Health Preparedness Manager*  
**Michael Johnson, PhD,** *Director of Community Health*  
**Andrew J. Glass, FACHE, MS,** *Director of Administration*  
**Joseph P. Iser, MD, DrPH, MSc,** *Chief Health Officer*

**DISCUSSION:**

With the closure of Southern Nevada Health District (SNHD) Clinic in Henderson and relocation of services to alternate locations the Office of Public Health Preparedness needed to identify a location that may serve as SNHD's Alternate Department Operations Center (ADOC). The agency staffs a primary Department Operations Center (DOC) at 280 S. Decatur to support response operations following natural disasters or public health emergencies that pose a significant threat to community. The equipment to be relocated to the proposed location was purchased using federal, Public Health Emergency Preparedness (PHEP) grant dollars and continues to be maintained by the Health District.

In partnership with the City of Henderson (COH) Water Reclamation Facility, the proposed Interlocal Agreement with SNHD will allow us unrestricted access and use, without compensation, the training room within the Water Reclamation Facility. This agreement also proposes that SNHD be able to relocate the necessary equipment, that we currently own, to this space to ensure we can support the Health District's communications and continuity of operations. Equipment includes television monitors,

communications equipment, radios and non-penetrating roof mounted antennas. Additional equipment will be secured and stored on site. This includes laptop computers, chart plotter printer, administrative supplies. The ADOC has video conferencing capability and this resource may be used by both the Health District and City of Henderson. The City of Henderson Water Reclamation Facility will be able to continue to use this location for trainings and regular meetings. It may serve as the Water Departments primary DOC during local disasters or emergencies as it is unlikely that both agencies would need to use the ADOC at same time.

### **FUNDING:**

There is no funding associated with this Interlocal Agreement.

**INTERLOCAL AGREEMENT  
BETWEEN THE  
CITY OF HENDERSON AND  
THE SOUTHERN NEVADA HEALTH DISTRICT  
CMTS#19123**

This Interlocal Agreement (“ILA”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016 (the “Effective Date”) by and between the City of Henderson, a municipal corporation and political subdivision of the State of Nevada (the “City”) and the Southern Nevada Health District, a public health entity organized pursuant to Nevada Revised Statutes, Chapter 439 (the “Health District”). The City and Health District may be individually referred to as a “Party” or collectively as the “Parties”.

**RECITALS**

**WHEREAS**, the City owns certain real property and improvements, identified as Assessor’s Parcel Number 179-17-404-001, located at 414 S. Water Street, Building 100, Henderson, NV 89015 (the “Building”) which is utilized as part of the City’s Water Treatment Plant (the “Water Plant”). The Building contains various rooms including a conference room located on the ground level of the Building (referred to herein as the “Premises”); and,

**WHEREAS**, NRS 277.180 provides that two or more public agencies may enter into an interlocal agreement for the joint use of resources for the promotion and protection of the safety, welfare and property of the inhabitants of the Parties; and,

**WHEREAS**, the Health District owns certain equipment associated with its Alternate Department Operations Center (“ADOC”), including television monitors, radios, antennas, laptop computers, chart plotter printer, video conferencing, computers, etc. (collectively referred to as the “Equipment”) to be fully identified in an Equipment List pursuant to Section 2.1 below; and,

**WHEREAS**, the Health District desires to transfer its Equipment from its current location into the Premises and to utilize the Premises for the purpose of housing its ADOC; and,

**WHEREAS**, the City desires to utilize the Health District’s Equipment at the Premises for the purpose of housing its ADOC for Utility Services; and,

**WHEREAS**, the Parties desire to enter into this ILA for the joint use of the Premises and Equipment for the Parties’ respective ADOC purposes.

**NOW THEREFORE**, in consideration of the mutual promises herein contained, the above recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to the following:

## Terms and Conditions

### **Section 1. Use of Premises and Equipment**

1.1 General. The Premises is located within a secured facility and the Parties agree to follow all City security procedures to maintain enhanced security and to ensure all persons onsite during an emergency are accounted for. The Health District shall comply with, and ensure that all of its employees, agents, representatives and other personnel ("Personnel") accessing the Premises under this ILA comply with all security, usage and access requirements and procedures of the City's facilities, including the Premises. Consistent with the City's policies and procedures, the Parties will jointly operate and occupy the Premises, and shall each have access to utilize the Equipment for maintenance and operations of an ADOC, as set forth below.

1.2 Health District Access. As provided herein, the City agrees to provide the Health District Personnel access to the Premises for ADOC operations or maintenance during the Water Plant's regular business hours or at any time necessary for the Health District to respond to a Public Health Event which requires the Health District to set up ADOC operations. The Health District shall be assigned a point of contact from the City's Department of Utility Systems ("DUS Contact") to assist and facilitate the Health District Personnel's access to the Premises. The City reserves the right to deny the Health District access to the Premises for any good faith reason.

a. Access Responsibilities. While on the Premises for any purpose in connection with this ILA, the acting Health District supervisor, or highest ranking member of its Personnel, shall be responsible for physically escorting Health District Personnel through the access gate, for maintaining an accurate count as to who is on the Premises and communicating this information to the DUS Contact. The Health District personnel must sign in and out with the Department of Utility Services and must wear visible Health District-issued ID badges and/or City-issued ID badges at all times while on the Premises.

b. Identification Badges. Fingerprints for NCIC background checks and City-issued identification badges ("ID Badge") will be made available for all Health District Supervisors that may be on or require access to a the Premises after Regular Business Hours ("After Hours"). The City shall provide the Health District supervisors with then-current HPD 0087B applications (Henderson Police Department Criminal Background Authorization - CJIS Vendors / Volunteers) for the appropriate Health District Personnel to complete. To acquire an ID Badge, Health District supervisors must report to the City's fingerprint facility for the background investigations and the issuance of the ID Badge. Fingerprints and photos will be taken and submitted to the Nevada State Repository and to the FBI. ID Badges and access cards remain the property of the City, and the City may require their return at any time or deny access to Health District Personnel issued an ID Badge or access card for any good-faith reason. Each ID Badge is separately issued to an individual and cannot be shared or transferred. Misuse of identification and access cards may be cause for termination of this ILA.

c. Regular Business Hours Access. To access the Premises during Regular Business Hours (Monday through Thursday; 6:00 a.m. to 4:00 p.m.), the Health District shall notify and make arrangements with their DUS Contact prior to entering the Premises. To gain entry to the Water Plant facility, Health District Personnel shall identify themselves and the name of their DUS Contact to the facility operators by calling from the access gate.

d. After Hours Access. The Health District Personnel, including at least one supervisor who has been issued a City ID Badge, may access the Premises for ADOC operations After Hours by arranging with their DUS Contact, or through an alternative contact as the City may provide, to gain access to the Building and by using the City issued ID Badges to enter the gate.

1.3 City Access. Unless the Premises is otherwise scheduled or utilized by the Health District, the City shall have access to the Premises and the right to utilize the Equipment for ADOC operations, training, or video conferencing.

1.4 Scheduling Conflict. In the event of a scheduling conflict between the Health District and the City for the Premises, the Parties will work together in good faith to accommodate each other's schedule. ADOC operations on the Premises by one Party shall have priority over maintenance or any other uses of the Premises.

1.5 Parking. To allow for necessary and adequate ingress and egress for the Water Plant operations at all times, the Parties agree to park only in designated parking spaces and otherwise refrain from blocking regular access to the property.

## **Section 2. Equipment: Identification, Transfer, and Maintenance**

2.1 Equipment List. The Health District shall maintain a list identifying the various pieces of Equipment transferred to, maintained, or stored at the Premises ("Equipment List"). The Health District shall provide the City with a copy of the Equipment List within thirty (30) days of the Effective Date of this ILA and shall provide the City with updated Equipment Lists in the event of any subsequent additions, substitutions, and/or removal of the pieces of Equipment at the Premises.

2.2 Equipment Transfer and Maintenance. The Health District shall be responsible for moving the Equipment into the Premises and for maintenance of the Equipment during the term of this ILA and while the Equipment is stored at the Premises. The City network outlets located within the Premises shall be limited to public network access, (i.e., Internet only), and shall not have access to the City's internal network.

2.3 Network Security. The City's Department of Information Technology ("IT Department") will work with the Health District to facilitate and oversee the installation of the Equipment to coordinate any technological improvements necessary or prudent for operating the Equipment and to ensure compliance with the IT Department's security policies and procedures. The Health District agrees and acknowledges that the Equipment at the Premises is subject to and shall comply with all IT Department policies and procedures.

2.3 Equipment Transfer and Removal. The Health District agrees to fund any expenses associated with the transfer, installation, and set up of the Equipment moved to the Premises and any expenses that may be incurred during any operational utilization of the Equipment by the Health District as ADOC operations. The Health District shall be responsible for the removal of the Equipment from the Premises upon the termination of this ILA, including any costs associated therewith.

**Section 3. Premises: Alterations, Additions and Improvements**

At any time during the term and subject to the prior written approval of the City, the Health District may make alterations, additions or improvements in and to the interior of the Premises upon receipt of written authorization from the City. Any such alteration, addition or improvement shall be performed in a workmanlike manner, in accordance with all applicable governmental regulations and requirements, and shall not weaken or impair the structural strength or lessen the value of the Premises.

**Section 4. Premises: Utilities, Maintenance, and Insurance**

4.1 Utilities and Maintenance. The City shall pay all utilities and building maintenance expenses, excluding expenses associated with the Equipment, at the Premises throughout the term of this ILA.

4.2 Alterations or Improvements to Premises. All alterations, additions or improvements that may be erected or installed in or on the Premises shall become part thereof and the sole property of the City, except that all moveable fixtures that may be installed by the Health District shall be and remain its property and shall not become the property of the City if it is removed in a timely manner after abandonment or surrender of the Premises.

4.3 Insurance. City at its sole cost and expense agrees to maintain during the life of this ILA, insurance in commercially reasonable amounts calculated to protect itself and the Health District from claims for damage to Equipment caused by fire or other casualty. Said insurance will be considered primary.

**Section 5. Term**

This ILA shall commence on the Effective Date and shall expire on June 30, 2021, unless otherwise terminated as provided below.

**Section 6. Termination**

This ILA may be terminated by either Party with or without cause upon thirty (30) calendar days' notice, in writing, to the other Party unless a lesser time is mutually agreed upon in writing by both Parties.

**Section 7. Notice**

7.1 Notice Method. Unless otherwise specified herein, any notice, demand, request, or other instrument which may be or is required to be given under this ILA shall be in writing and delivered in person by a nationally recognized overnight courier service, or faxed and sent by United States certified or registered mail, postage prepaid, at the following addresses:

To City: **City of Henderson**  
Attention: Priscilla Howell  
Director of Utility Services  
P.O. Box 95050  
Henderson, Nevada 89009-5050  
Fax: 702-267-2501

To Health District: **Southern Nevada Health District**  
Attention: Financial Services Department  
P.O. Box 3902  
Las Vegas, NV 89127  
Fax: 702-759-1214

7.2 Address Change. Either Party may change its address for Notice purposes by giving ten (10) business days' advance notice to the other Party as provided herein.

**Section 8. Miscellaneous**

8.1 Governing Law. The laws of the State of Nevada shall govern the validity, construction, performance and effect of this ILA, without giving effect to Nevada's conflict of law provisions. Each Party hereto consents to, and waives any objection to, Clark County, Nevada as the proper and exclusive venue for any disputes arising out of or relating to this ILA or any alleged breach thereof. The City and the Health District 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 ILA, the relationship of the City and Health District, and/or any claim of injury or damage.

8.2 Entire Agreement. This ILA contains the entire agreement between the Parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. No supplement, modification, waiver or termination of this ILA shall be binding unless executed in writing by the Party to be bound. No waiver of any of the provisions of this ILA shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

8.3 Independent Parties. Each Party will operate under its own organization's authority. The Parties are associated with each other only for the purposes and to the extent set forth in this ILA. Nothing in this ILA shall be deemed or construed to create any type of relationship among the Parties or to otherwise create any liability for one Party with respect to the indebtedness and liabilities of the other Party.

8.4 Time is of the essence of this ILA and all of the terms, covenants and conditions hereof.

8.5 Amendments. This ILA may not be amended or modified unless agreed to in writing by both Parties.

8.6 Delivery / Counterparts. The delivery of copies of any Parties' signature hereon, or on any other agreement or instrument to be delivered in connection herewith shall be valid and binding for all purposes. This ILA may be executed in counterparts, each of which executed counterparts shall be deemed an original, but which, together, shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document.

8.7 Third Party Rights. This ILA is made for the benefit of only Health District and City, and not for the benefit for any outside party. There is no third party beneficiary and no third party beneficiary rights created by this ILA. Only the Parties can enforce the terms of this ILA.

8.8 Severability. If any provision in this ILA is held to be unenforceable by a court of law or equity, this ILA shall be constructed as if such provision did not exist and nonenforceability of such provision shall not be held to render any other provision or provisions of this ILA unenforceable.

8.9 Indemnification. Neither Party waives any right or defense to indemnification that may exist in law or equity. Each Party shall remain liable for its own conduct in accordance with the general laws of the state of Nevada.

8.10 Public Records. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying.

8.11 Limited Liability. The Parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. To the extent applicable, actual agreement damages for any breach shall be limited by NRS 353.260 and NRS 354.626. Agreement liability of both Parties shall not be subject to punitive damages.

8.11 Non-Discrimination. As Equal Opportunity Employers, the Parties have an ongoing commitment to hire, develop, recruit and assign the best and most qualified individuals possible. The Parties employ employees without regard to race, sex, color, religion, age, ancestry, national origin, marital status, status as a disabled veteran, or veteran of the Vietnam era, disability, sexual orientation or gender identity or expression. The Parties likewise agree that they will comply with all state and federal employment discrimination statutes, including but not limited to Title VII, and the Americans with Disabilities Act.

8.12 Confidentiality. No protected health information as that term is defined in the Health Insurance Portability and Accountability Act of 1996 or personally identifiable information will be shared by the Parties during the course of this Agreement. Consistent with



state and federal privacy laws, the Parties will at all times have in place procedures to ensure the privacy and maintain the confidentiality of any information received. Accordingly, no Business Associate Agreement is required.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the City and the Health District have executed and delivered this Interlocal Agreement as of the "Date of Council Action" identified below.

Date of Council Action: \_\_\_\_\_, 2016.

For: CITY OF HENDERSON  
CLARK COUNTY, NEVADA

\_\_\_\_\_  
Robert Murnane, P.E.  
City Manager

\_\_\_\_\_  
Date

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Sabrina Mercadante, MMC  
City Clerk

\_\_\_\_\_  
Josh M. Reid  
City Attorney

APPROVED AS TO FISCAL IMPACT:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Richard Derrick  
Chief Financial Officer

\_\_\_\_\_  
Priscilla Howell  
Director of Utility Services

For: SOUTHERN NEVADA HEALTH DISTRICT

Approved by:

\_\_\_\_\_  
Andrew J. Glass, FACHE, MS  
Director of Administration

Date

Approved as to form:

\_\_\_\_\_  
Annette L. Bradley, Esq.  
Attorney for Southern Nevada Health District

