



TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH **DATE:** August 24, 2017

RE: *Approval of License Agreement between the City of North Las Vegas and Southern Nevada Health District*

PETITION #21-17

That the Southern Nevada District Board of Health *approves the attached License Agreement between the City of North Las Vegas and the Southern Nevada Health District for the Health District to use property known as the Skyview Multi-Generational Center for its Immunization Mobile Clinic.*

PETITIONERS:

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

DISCUSSION:

This License Agreement is for three years and will allow the Health District to park its Immunization Mobile Clinic at the Skyview location to administer public health services (immunizations at this time) to the public one time per week.

FUNDING:

This cost for this three year license agreement is \$1.00.

LICENSE AGREEMENT
C1800021

This License Agreement (“License”) by and between the City of North Las Vegas, a Nevada municipal corporation (the “Licensor”) and Southern Nevada Health District, a health district pursuant to NRS Chapter 439 (the “Licensee”) (individually “Party”, collectively, the “Parties”) is made effective on this ____ day of _____, 2017 (“Effective Date”).

R E C I T A L S

WHEREAS, the Licensor owns that property known as APN 124-24-701-001, located at 3050 E. Centennial Parkway, North Las Vegas, NV 89081, and more particularly described in Exhibit A (the “Property”);

WHEREAS, the Licensor owns the Skyview Multi-Generational Center (“Recreational Center”) located on the Property; and

WHEREAS, the Licensee desires to temporarily place a certain vehicle or mobile unit on the Property as part of its efforts to administer public health services to, and improve the health and safety of, the citizens of the City of North Las Vegas.

A G R E E M E N T

NOW, THEREFORE, for and in consideration of the mutual covenants contained in this License and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Licensor and the Licensee agree as follows:

1. **Grant of License.** The Licensor grants the Licensee, its agents, contractors, or employees, a non-exclusive, temporary and revocable license for the following (which will be collectively referred to as the “Use”):
 - a. Ingress and egress to the Property,
 - b. Placement of a certain vehicle or mobile unit on the Property as described in Exhibit A,
 - c. Administration of public health services to the public, and
 - d. Parking on the Property for the Licensee’s employees, agents and patients as described in Exhibit A, or as allowed by an authorized designee of the Licensor.

provided such Use and associated activities comply with all applicable federal, state and local laws, regulations, ordinances, health and safety codes and other governmental rules and regulations, including, without limitation, all present and future federal, state and local laws, ordinances, regulations, standards, rules, policies, and other governmental requirements, administrative rulings, court judgments, and decrees, and all amendments thereto, relating to the Use, pollution, protection of human health and safety, natural resources or the environment (including ambient air, surface water, ground water, land surface, or subsurface strata).

The Licensee’s aforementioned Use will improve the health, safety and quality of life of the citizens of the City of North Las Vegas.

The Use on the Property shall only occur at times and on dates agreed to by the Licensor and the Licensee. The Licensee shall provide the Licensor with a proposed schedule of times and dates to perform the Use 30 days prior to the Use.

The Use shall not interfere with the operation of the Recreational Center in any manner.

The Licensee shall not employ, or otherwise allow, subcontractors to perform any of the Use allowed in this License.

2. License Fee. The Licensee shall pay the Licensor One and 00/100 Dollar (\$1.00) as a License Fee.

3. Term of License. The Term of this License shall commence on the Effective Date and expire three (3) years after the Effective Date unless earlier terminated by either Party pursuant to Section 6 of this License. This License can be renewed for an additional term upon mutual agreement of the Parties.

4. As-Is Condition. The Licensee accepts the Property in its current condition, as-is, where-is, with all faults. The Licensor has not made, and does not make, any warranties or representations as to the condition of the Property.

5. Nuisance, Liens, Removal of Equipment and Treatment of Property. The Licensee shall not cause any noisy or offensive use of the Property, or cause any nuisance or use that might interfere with the enjoyment of other neighbors or the Licensor. The Licensee shall not permit any lien or encumbrance arising out of the Use or activities to be placed on the Property and shall cause the release of any liens recorded against the Property as a result of the Use or activities thereon, whether recorded before or after the termination of the License. Upon termination of this License, the Licensee shall remove the certain vehicle or mobile unit, whichever is applicable, from the Property and leave the Property in a clean and safe condition and substantially in the same condition as of the Effective Date. This Section 5 survives the termination or expiration of this License until the applicable statutes of limitation expire.

The Licensee shall not damage or destroy the Property in any manner. The Licensee shall be responsible for providing all equipment, personnel and all other tangible or intangible things required to perform the Use. The Licensee shall dispose of all trash created by Licensee's officers, agents, employees or patients. Licensee shall provide all security, utilities, water and all other tangible or intangible things required to be a self-contained operation.

6. Termination of the License. Either Party may terminate the License at any time upon thirty (30) days prior written notice to the Licensee.

7. Insurance.

A. The Licensee shall procure and maintain at all times during the Use, at its own expense, the following insurances:

i. Workers' Compensation Insurance as required by applicable legal requirements, covering all persons employed in connection with the matters contemplated hereunder and with respect to whom death or injury claims could be asserted against the Licensor or the Licensee.

- ii. Comprehensive General Liability (bodily injury and property damage) insurance in a policy limit of not less than \$1,000,000 for combined single limit per occurrence. Such General Liability insurance policy shall be endorsed as to include the Licensor as an additional insured.
 - iii. Professional Liability insurance in a policy limit of not less than \$1,000,000 for combined single limit per occurrence, for the protection from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable.
- B. The Licensee shall deliver certificates of insurance indicating that the above referenced insurances are in effect to the Licensor before Use has begun under this License. If the Licensee is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the date of this License, and the certificate of insurance shall state that coverage is claims-made and the retroactive date. The Licensee shall provide the Licensor with 30-day advance written notice of policy cancellation of any insurance policy required to be maintained by the Licensee.
- C. All insurance policies required hereunder, and all renewals, shall be provided by a company or companies authorized to do business in Nevada and shall expressly:
- i. Waive subrogation against the Licensor, its officers, agents, servants and employees;
 - ii. Provide that they are primary and noncontributing with any insurance which the Licensor may carry;
 - iii. Include or be endorsed to cover the Licensee's contractual liability to the Licensor;
 - iv. Disclose all deductibles and self-insured retentions in the Certificate of Insurance. No deductible or self-insured retention may exceed \$250,000 without the written approval of the Licensor.

8. Indemnification. To the extent permitted by law, the Licensee shall protect, defend, indemnify and hold harmless the Licensor, its officers, agents and employees, from any liabilities, claims, damages, losses, expenses, proceedings, actions, judgments, reasonable attorneys' fees, and court costs which the Licensor may suffer, or its officers, agents or employees suffer, as a result of, or arising out of, the Use, any work or conduct engaged in by the Licensee or the Licensee's agents, employees, and contractors pursuant to the License or related to the Licensee's commission or omission of any act in connection with such conduct. This Section 8 shall survive the termination or expiration of this License until such time as the applicable statutes of limitation expire.

9. Loss of Property. The Licensor shall not be responsible for the Licensee's property that is lost, stolen, or damaged before, during or after, or related to, the Licensee's Use of the Property under this License.

10. Relationship. The Licensee, or any of its officers, agents and employees, shall not be considered an employee, agent, representative or independent contractor of the Licensor. The Licensee shall be fully and solely responsible for any and all actions or omissions the Licensee or its officers, agents, employees or patients make related to the Licensee's Use of the Property. Furthermore, the Licensee shall be solely responsible for its officers', agents' and employees' compensation, worker's compensation insurance, all other employment related insurances, retirement benefits, and all other employment related benefits at all times, including before, during and after the Licensee's Use of the

Property. There is no employment contract or other contract of hire between the Licensor and the Licensee.

11. Assumption of Liability. The Licensee shall be solely responsible for any and all claims, losses, liability, damage or costs that may arise out of, or relating to, the Use or any work or conduct engaged in by the Licensee or the Licensee's agents, employees, and contractors pursuant to the License or related to the Licensee's commission or omission of any act in connection with such conduct.

12. Release. The Licensee agrees to fully and forever release and discharge the Licensor, its insurers, employees, officers, directors, and agents, from any and all claims, demands, damages, rights of action, or causes of action, present or future, known or unknown, anticipated or unanticipated, related to any and all injuries, damages and losses, of any type, which may occur to the Licensee, officers, agents and employees and resulting from or arising out of the Use or any work or conduct engaged in by the Licensee or the Licensee's agents, employees, and contractors pursuant to the License or related to the Licensee's commission or omission of any act in connection with such conduct.

13. No Assignment. The Licensee shall not subcontract, sublet, assign, encumber, or otherwise transfer any interest in this License, or any temporary right to the Use or this License, and any such attempted transfer is void ab initio.

14. No Waiver. No waiver of any breach of any provision in this License shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision, nor shall any waiver be implied from any course of dealing between or among the Parties. No extension of time for performance of any obligations or other acts hereunder or under any other agreement shall be deemed to be an extension of the time for performance of any other obligations or any other acts.

15. Cumulative Remedies. The rights and remedies under this License are cumulative, and none exclude any other right or remedy provided by law or any other provision of this License.

16. Governing Law and Venue. The laws of the State of Nevada and the North Las Vegas Municipal Code govern the validity, construction, performance and effect of this License, without regard to conflicts of law. The parties consent to the jurisdiction of any court of competent jurisdiction in Clark County, Nevada to adjudicate any dispute.

17. Partial Invalidity. If any term, provision, covenant or condition of this License, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions, covenants, and conditions of this License, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect.

18. Attorney Fees. In the event any action is commenced by either Party against the other in connection herewith, the prevailing party may seek its costs and expenses, including reasonable attorney fees, as determined by the court, including, without limitation, fees and costs of the Licensor Attorney's Office. This Section 18 survives the termination or expiration of this License until the applicable statutes of limitation expire.

19. Time of Essence. Time is of the essence in the performance of this License and all terms, provisions, covenants and conditions hereof.

20. Further Assurances. The Parties shall each execute and deliver all such documents and perform such acts as are reasonably requested by the other Party to effectuate the transactions contemplated by this License.

21. Entire Agreement. This License constitutes the entire agreement between the Parties and supersedes all prior representations, agreements, and understandings of the parties. No addition to or modification of this License shall be binding unless executed in writing by the Parties. The Licensee expressly agrees that it does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the Property by virtue of the rights granted under this License or by the Licensee's occupancy or Use of the Property under this License.

22. Effect of Agreement Termination. In the event this License is terminated, all rights and obligations of the Parties hereunder cease, other than indemnity obligations and matters that by their terms survive the termination hereof.

23. No Third Party Beneficiary. The terms and conditions of this License, express or implied, exist only for the benefit of the Parties to this License and their respective successors and assigns. No other person or entity will be deemed to be a third party beneficiary of this License.

24. Counterparts. This License may be executed in counterparts.

IN WITNESS WHEREOF, the Licensor and the Licensee have caused this License to be executed as of the day and year first above written.

LICENSOR
CITY OF NORTH LAS VEGAS,
a Nevada municipal corporation

By: _____
Dr. Qiong X. Liu, City Manager

Attest:

By: _____
Catherine A. Raynor, MMC, City Clerk


Approved as to form:

By: _____
Micaela Rustia Moore, City Attorney

SOUTHERN NEVADA HEALTH DISTRICT,
a health district pursuant to NRS Chapter 439


By: _____
Andrew J. Glass, FACHE, MS
Director of Administration

Approved as to form:



Annette L. Bradley, Esq.
General Counsel, Southern Nevada Health District

EXHIBIT A
Skyview Recreation Center
Mobile Clinic Location

Parking for SNHD employees and patients. 

Where the trailer will be set up. 