

TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH DATE: November 16, 2017

RE: Approve Amendment to Interlocal Space Lease Agreement between Public Agencies

# **PETITION #32-17**

That the Southern Nevada District Board of Health approves the first Amendment to the Interlocal Space Lease Agreement between Henderson City Hall and the 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 has leased space at the City of Henderson City Hall for one year (January 1 – December 31, 2017). The leased space is used to allow the Health District to distribute Food Handler Cards. The leased space is 345 square feet, located in the Development Services Center in Henderson City Hall (240 Water Street). Term is for the second year of the lease, January 1, 2018 – December 31, 2018, with option to renew for one additional year.

## **FUNDING:**

\$293 per month (\$.85 per square foot) or \$3,516 per year, including utilities (no change from year one).

### FIRST AMENDMENT TO INTERLOCAL SPACE LEASE AGREEMENT

### Henderson City Hall Southern Nevada Health district C1800033

This First Amendment to Interlocal Space Lease Agreement ("First Amendment") is made effective as of January 1, 2018, by and between the City of Henderson, a municipal corporation and political subdivision of the State of Nevada ("Lessor"), and Southern Nevada Health District, a political subdivision of the State of Nevada, ("Lessee") (collectively "Parties"):

#### **RECITALS**

- A. The Parties entered into that certain Interlocal Space Lease Agreement effective as of January 1, 2017 (the "Lease"), pursuant to which Lessor leased to Lessee and Lessee leased from Lessor approximately three hundred forty-five (345) square feet of office space, located in the Development Services Center in Henderson City Hall, located at 240 Water Street, Henderson, Nevada 89015; and
- B. The term of the Lease was for a period of one (1) year with an option to renew for three (3) additional one-year periods upon mutual agreement of the Parties; and
- C. Lessee desires to exercise the first of its three (3) options to extend the Initial Term pursuant to Paragraph 3 of the Lease and, in connection therewith, the Parties desire to provide for such Extension Term and the amendment of the Lease as more fully set forth herein.

**NOW THEREFORE,** in consideration of the mutual promises herein contained, the Parties agree to the following as of the effective date of this First Amendment shown above:

- 1. The Extension Term of this Agreement is one (1) year, beginning at the end of the Initial Term, and terminating on the first anniversary of the Extension Term at 12:01 a.m. midnight (the "First Extension Term").
- 2. As Lessee has exercised the first of the three (3) one-year options to extend the Initial Term under the Lease, Lessee hereby acknowledges and agrees that as of the effective date of this First Amendment, only two (2) such options to extend remain.
- 3. All other terms and conditions of the Lease shall remain unchanged.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

LESSOR: CITY OF HENDERSON	
By:Robert Murnane, P.E. City Manager	Date
Attest:	
Sabrina Mercadante, MMC City Clerk	
Date of City Council Approval: Item No:	-
Approved as to form:	
Josh M. Reid	
City Attorney	
Approved as to funding:	
Richard Derrick Chief Financial Officer	
LESSEE: SOUTHERN NEVADA HEA	LTH DISTRICT
By:Andrew J. Glass, FACHE, N Director of Administration	MS Date
Approved as to form  Annette I. Bridley, Esq.	