



**TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH**  
**DATE: March 22, 2018**

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

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**PETITION #07-18**

**That the Southern Nevada District Board of Health** *approves the attached Interlocal Facility Use Agreement between the City of Henderson and the Southern Nevada Health District for the Health District to use property known as Wells Park and the Downtown Recreation Center for its Immunization Mobile Clinic.*

**PETITIONERS:**

**Joann Rupiper, RN, Chief Administrative Nurse** *JR*  
**Fermin Leguen, MD, Director of Clinical Services** *FL*  
**Andrew J. Glass, FACHE, MS, Director of Administration** *AGJ*  
**Joseph P. Iser, MD, DrPH, MSc, Chief Health Officer** *Ko*

**DISCUSSION:**

This Facility Use Agreement is from signature through December 31, 2020 and will allow the Health District to park its Immunization Mobile Clinic at the Wells Park and Downtown Recreation Center locations to administer public health services (immunizations at this time) to the public.

**FUNDING:**

There is no cost for this Facility Use Agreement.

**INTERLOCAL FACILITY USE AGREEMENT  
FOR  
MOBILE IMMUNIZATION SERVICES  
BETWEEN  
CITY OF HENDERSON  
AND  
SOUTHERN NEVADA HEALTH DISTRICT  
CMTS # \_\_\_\_\_**

This Interlocal Facility Use Agreement for Mobile Immunization Services (“Agreement”) is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2018 (“Effective Date”), by and between the City of Henderson, a municipal corporation and political subdivision of the State of Nevada (the “City”), and Southern Nevada Health District (“Organization”) a political subdivision of the State. City and Organization may be referred to individually as “Party,” or collectively as “Parties.”

**Recitals**

WHEREAS, pursuant to the Nevada Revised Statutes (“NRS”) 277.180, public agencies may enter into contracts with other public agencies for the performance of any government service, activity, or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, pursuant to NRS Chapter 439, Organization is the public health authority for Clark County, Nevada, with jurisdiction over all public health matters therein; and

WHEREAS, City is the owner of certain real property located at 1640 Price Street, Henderson, also known as Wells Park, and 105 West Basic Road, Henderson, also known as Downtown Recreation Center (together the “Property”); and

WHEREAS, Organization provides, among other things, mobile immunization services through its Mobile Health Services Program (the “Mobile Clinic” or “Program”) in Southern Nevada and desires to temporarily place and operate its Mobile Clinic on Property; and

WHEREAS, in a collaborative effort to increase access to health services, City desires to permit and Organization desires to temporarily locate its Mobile Clinic on the Property consistent with a mutually agreed upon schedule; and

WHEREAS, Organization has specialized knowledge in the field of public health services and the laws governing the same and acknowledges that the City has agreed to enter into this Agreement, in material part, because of such knowledge and experience; and

WHEREAS, Organization and City recognize the value of the Mobile Clinic to the community and City has agreed to permit Organization to utilize the designated parking area at the Property depicted on Exhibit “C” attached hereto and incorporated herein by this reference (the “Parking Area”) for purposes of parking the Mobile Clinic associated with the Program pursuant to the terms and conditions more fully set forth below.

## **AGREEMENT**

Now, therefore, the foregoing recitals are incorporated herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

### **SECTION 1. SCOPE OF SERVICES, TERM AND CONSIDERATION**

The specific Scope of Services for Organization, the term of this Agreement, and the terms and provisions relating to consideration are more specifically set forth in Exhibit "A" attached hereto and incorporated herein by this reference. Organization agrees to perform all of the duties and responsibilities of this Agreement in conformity with the covenants and conditions enumerated in Exhibit "A." The term of this Agreement commences upon the Effective Date and shall continue until December 31, 2020, unless otherwise terminated as provided herein.

### **SECTION 2. FORCE MAJEURE**

In the event Organization's use of Property is interrupted or cancelled because such Property or any part thereof is destroyed, damaged, or rendered unusable in the sole opinion of City's designated representative due to fire, flood, storm, earthquake or in the event that any other casualty of unforeseen circumstances, including but not limited to strikes, labor disputes, war, acts of vandalism, destruction, public disobedience, terrorism, or the action of civil or military authorities, shall make the fulfillment of this Agreement by City difficult or impossible, this Agreement may be terminated by the City. City shall not in any case be held liable or responsible to Organization for any damage caused by such termination and City shall be relieved from any further liability by reason of this Agreement.

### **SECTION 3. INSURANCE**

Organization shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it and the City against liability arising from activities involved in use of Property and operation of Program. Coverage under such insurance shall not be less than One Million Dollars (\$1,000,000) for each occurrence and Three Million Dollars (\$3,000,000) aggregate each for professional liability insurance and comprehensive general liability insurance. Organization shall provide City with a certificate of insurance evidencing the insurance coverage required under this SECTION 3 and providing for not less than thirty (30) days' notice to City of the cancellation of such insurance. Organization shall promptly notify City of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

### **SECTION 4. INDEMNIFICATION**

To the extent permitted by applicable law, Organization shall indemnify, defend and hold harmless the City and its volunteers, agents, officers, officials and employees (collectively, "City Parties") from and against any claim, demand, suit, liability, loss, judgment, damage, expense, penalty, fine, proceeding and cost, including, without limitation, including the ability to seek reasonable attorneys' fees and costs (collectively, "Claims"), arising out of (i) any act or omission of Organization or its employees or contractors arising out of this Agreement, (ii) Organization's failure to perform as required by this Agreement, and/or (iii) any negligence or willful misconduct by Organization or its employees or contractors, in each case so long as the event is not otherwise due to the negligence or willful misconduct of the City.

To the extent permitted by applicable law, City shall indemnify, defend and hold harmless Organization and its employees, interns, volunteers, agents, officers, and officials (collectively, "Organization Parties") from and against any claim, demand, suit, liability, loss, judgment, damage, expense, penalty, fine, proceeding

and cost, including, without limitation, including the ability to seek reasonable attorneys' fees and costs (collectively, "Claims"), arising out of (i) any act or omission of City or its employees or contractors arising out of this Agreement, (ii) City's failure to perform as required by this Agreement, and/or (iii) any negligence or willful misconduct by City or its employees, agents, or contractors, in each case so long as the event is not otherwise due to the negligence or willful Organization misconduct.

This Section **Error! Reference source not found.** shall survive the expiration or earlier termination of this Agreement.

## **SECTION 5. LIABILITY LIMITED, NON-WAIVER**

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

## **SECTION 6. ASSIGNMENT**

City and Organization each binds itself and its partners, successors, administrators, and assigns to the other Party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other Party in respect to all covenants of this Agreement, except neither City nor Organization shall assign, sublet, or transfer its interest in this Agreement without prior written consent of the other. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a Party hereto.

## **SECTION 7. WAIVER**

No consent or waiver, express or implied, by either Party to this Agreement or any breach or default by the other in the performance of any obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default by such Party hereunder. Failure on the part of any Party hereto to complain of any act or failure to act of the other Party or to declare that other Party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such Party hereunder.

## **SECTION 8. DESIGNATION OF REPRESENTATIVE**

City hereby designates Sean Robertson, as City representative with respect to rights and obligations under this Agreement. Such representative shall have complete authority to transmit instructions, receive information, interpret and define City policies and decisions with respect to this Agreement and the obligations of Organization.

Organization hereby designates Sean Beckham, Facilities Services Manager, as its representative and logistic coordinator and JoAnn Rupiper, Chief Administrative Nurse, as its representative with respect to the immunization services provided under this Agreement. Such representative(s) or coordinator(s) shall have complete authority to act on behalf of Organization.

## **SECTION 9. ORGANIZATION REPRESENTATIONS AND WARRANTIES**

Organization represents that it is financially solvent, able to pay its debts as they mature, and possesses sufficient working capital to complete this Agreement, and that it is qualified to provide the services contemplated by this Agreement.

Organization shall be responsible for maintaining standards of employee competency, conduct and integrity customary in its industry, compliant with all applicable laws, and shall be solely responsible for

taking such disciplinary action in accordance with Organization's policies and procedures with respect to its employees as may be reasonably necessary.

Organization represents and warrants that it has obtained any licenses or permits required by any applicable laws or governing bodies related to the use of the Property, administration of the Program, and performance under this Agreement.

Organization shall utilize the Property in a manner so as to avoid blocking the flow of traffic in the Property parking lots. Organization will ensure that no trash is left at the Property upon its departure.

Organization shall enforce all internal rules and regulations governing its staff in performing Program services contemplated by this Agreement and shall ensure that its staff will comply with: (i) all applicable federal, state, and local laws, rules and/or regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996, as it may from time to time be amended, and the Federal Occupational Health and Safety Act, and all state and federal laws prohibiting and/or related to discrimination by reason of race, sex, color, age, religion, ancestry, national origin, marital status, status as a disabled veteran, or veteran of the Vietnam era, disability, sexual orientation, and gender identity or expression; (ii) the Parks and Recreation Patron Code of Conduct (the "Code of Conduct"), attached hereto as Exhibit "B" and incorporated by reference herein; and (iii) Section 2.27 of the Henderson Municipal Code ("HMC") which may be found online at [https://www.municode.com/library/nv/henderson/codes/code\\_of\\_ordinances](https://www.municode.com/library/nv/henderson/codes/code_of_ordinances) (collectively, the "Requirements"). By signing this Agreement, Organization agrees and acknowledges that Organization has received, and has had ample time to and, in fact, has read, fully understands, and agrees to abide by the Requirements and shall cause all staff to do the same prior to the first Program session. Staff shall, at all times, conduct themselves in a courteous and professional manner.

Organization represents and warrants that the person signing this Agreement on behalf of Organization has all requisite authority to bind Organization to the terms and obligations of this Agreement and, once executed and approved by its governing body, shall constitute a binding obligation of Organization.

The provisions of this Section 9 shall survive the expiration or earlier termination of this Agreement.

## **SECTION 10. DISCLAIMER**

The Parties acknowledge and agree that City is not involved in the administration of the Program or any medical advice or services provided by Organization to persons as a result of its participation in the Program.

## **SECTION 11. INDEPENDENT ENTITIES**

It is hereby expressly agreed and understood that, in the performance of this Agreement, Organization and any other person employed by it hereunder, including all staff, shall be deemed to be an independent organization and not an agent or employee of City. The Parties acknowledge that they will not hold themselves out as an agent, partner, or co-venturer of the other and that this Agreement is not intended to, and does not, create an agency, partnership, joint venture or other type of relationship except the contractual relationships established hereby. City is neutral on matters of religion and does not endorse any religion or religious view point by permitting the use of this Property.

## **SECTION 12. NON-EXCLUSIVITY**

Nothing in this Agreement shall be construed as creating any duty or obligation of either Party. Parties may contract with other local governmental agencies or commercial enterprises for the provision of services which are the same or similar to those contemplated hereunder.

### **SECTION 13. APPLICABLE LAW, VENUE AND JURY TRIAL WAIVER**

This Agreement shall be governed and construed in accordance with the laws of the State of Nevada, excluding its choice-of-law rules, and all liabilities relating to or arising out of this Agreement, or the breach hereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of the State of Nevada, excluding its choice-of-law rules. The Parties agree to submit to the jurisdiction of the state and federal courts located in Clark County, Nevada, as the exclusive venue for the resolution of any disputes arising under or related to this Agreement.

Each Party acknowledges and agrees that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, to the fullest extent permitted by applicable law, the Parties hereby irrevocably and unconditionally waive any right such Party may have to a trial by jury in respect of any litigation directly or indirectly arising out or relating to this Agreement. Each Party certifies and acknowledges that: (i) such Party understands and has considered the implications of such waiver, (ii) such Party makes such waiver voluntarily, and (iii) such Party has been induced to enter into this Agreement by, among other things, the mutual waiver and certification in this Section 13.

### **SECTION 14. SEVERABILITY**

In the event any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the Parties hereto.

### **SECTION 15. PUBLICITY**

Neither Party shall cause the publication of any press release or other announcement with respect to this Agreement without the prior consent of the other Party.

### **SECTION 16. NOTICES**

All notices which are required or permitted to be given hereunder must be given in writing and must either be delivered personally to the Party to whom such notice is given or sent to it by certified mail, postage prepaid and return receipt requested, addressed to such Party at the address which is designated below (or such other address as may hereafter be designated by either Party by written notice thereof to the other) and shall be deemed received upon confirmation of delivery or refusal:

City: City of Henderson  
Attn: Sean Robertson  
240 Water Street  
P.O. Box 95050  
Henderson, NV 89009-5050

Organization: Southern Nevada Health District  
Financial Services Department  
Attn: Materials Management Supervisor  
280 S. Decatur Blvd.  
Las Vegas, NV 89107-2936

### **SECTION 17. MODIFICATION**

All modifications or amendments to this Agreement are null and void unless reduced to writing and signed by the Parties hereto.

## **SECTION 18. TERMINATION**

This Agreement may be terminated by either Party at any time, for any reason, or for no reason.

Upon the effective date of termination of this Agreement, all of Organization's rights under this Agreement and all of Organization's rights under and relating to the use of the Property shall cease and terminate, and Organization shall forthwith vacate the Property. Any property not removed may, at the option of the City, be removed at Organization's sole and actual cost and expense. Notwithstanding anything to the contrary, Organization's liability under this Agreement shall survive any termination of this Agreement.

## **SECTION 19. REMEDIES**

The various right, options, elections, powers, and remedies of the respective Parties hereto contained in, granted, or reserved by this Agreement are in addition to any others that said Parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law. Neither Party shall be liable to the other for any punitive, special, or consequential damages including, without limitation, loss of use or loss of profits incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, negligent act or omission, or any other act of either of them. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of any public body.

## **SECTION 20. EXECUTION IN COUNTERPARTS**

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but which together shall constitute one instrument. Facsimile or electronic transmissions of documents and signatures shall have the same force and effect as originals.

## **SECTION 21. ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between the Parties hereto with respect to the matters covered thereby. All prior negotiations, representations and agreements with respect thereto not incorporated in this Agreement are hereby nullified.

## **SECTION 22. TIME OF ESSENCE**

Time is of the essence as to each and every provision of this Agreement.

## **SECTION 23. NO THIRD-PARTY BENEFICIARIES**

No provisions of this Agreement, expressed or implied, are intended or shall be construed to confer upon or give to any person other than City and Organization, any rights, remedies, or other benefits unless specifically provided herein.

## **SECTION 24. PUBLIC RECORDS**

Pursuant to NRS Chapter 239, information or documents, including this Agreement, may be opened by the Parties to public inspection and copying. The Parties may be required to disclose such documents unless a particular record is made confidential by law or a common law balancing of interests.

## **SECTION 25. 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 with City during the



course of this Agreement. Consistent with state and federal privacy laws, City 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.

IN WITNESS WHEREOF, this Agreement shall be effective as of the Effective Date.

CITY:

CITY OF HENDERSON  
CLARK COUNTY, NEVADA,  
a municipal corporation and political subdivision of the State of Nevada

\_\_\_\_\_  
RICHARD DERRICK  
Interim City Manager

\_\_\_\_\_  
Date

ATTEST:

APPROVED AS TO FUNDING:

\_\_\_\_\_  
SABRINA MERCADANTE, MMC  
City Clerk

\_\_\_\_\_  
JIM MCINTOSH  
Finance Director

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

\_\_\_\_\_  
ROBERT C. HERR, P.E.  
Director  
Public Works, Parks and Recreation

\_\_\_\_\_  
JOSH M. REID  
City Attorney


\_\_\_\_\_  
CAO  
Review

ORGANIZATION:

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

\_\_\_\_\_  
ANDREW J. GLASS, FACHE, MS  
Director of Administration

Approved as to Form:

  
\_\_\_\_\_  
Annette L. Bradley, Esq.  
General Counsel



**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**A. SCOPE**

Organization is permitted to use the Property for the purpose of parking the Mobile Clinic associated with the Program during the dates and times specified below and as designated in Exhibit "C":

Name of Facility: Wells Park  
Area: See Exhibit C-1  
Address of Facility: 1640 Price Street, Henderson  
Days/Dates of Use: To be determined

Name of Facility: Downtown Recreation Center  
Area: See Exhibit C-2  
Address of Facility: 105 W. Basic Road  
Days/Dates of Use: To be determined

Subject to the limitation above, the City hereby grants Organization a non-exclusive, revocable license to occupy the Property during the above-specified times for the purpose of parking the Mobile Clinic associated with the Program in the Parking Areas designated on Exhibit "C" attached hereto. The Property and all areas thereof shall at all times be under the control of the City and authorized representatives of the City, who shall have the right at all times to enter the Property to examine the same and perform their duties. Further, the City shall retain the right to cause interruption of the Program or to evacuate the Property on the basis of public safety and to likewise cause the termination of the Program without liability when, in the sole judgment of authorized City staff, such action is deemed necessary or in the public interest.

**B. BASIS OF CONSIDERATION**

In exchange for the benefits provided to the residents of the City by the Organization, there shall be no charge to the Organization for the use of the Property pertaining to this Agreement.

**C. OBLIGATIONS OF ORGANIZATION**

1. Organization will provide janitorial and cleaning services necessary to keep and maintain the property in a clean, neat, and sanitary condition suitable for a properly operated Mobile Clinic.
2. Organization may not store or leave Organization's equipment on City grounds, without prior approval by City. Notwithstanding the forgoing, City shall not be responsible for lost, stolen, or damaged items.
3. Organization will exercise due care in the use of the Property, and at the end of each day will cause all trash and other non-hazardous materials generated on the Property to be placed in a dumpster furnished by, or other receptacle designated by, City.
4. During any scheduled use period, Organization is responsible for all damages to the Property caused by reason of Organization's use and occupancy thereof. Repair costs shall include any necessary parts and a \$40.00 per hour labor rate for repair. Once repair costs are determined by City, Organization shall be given an invoice for the repairs. Payment not received within 30 days shall be considered delinquent. Failure to pay repair invoices shall result in the immediate termination of this Agreement, except for those provisions that expressly survive Agreement termination and a rejection of any future request by Organization to use any of City's facilities. The above notwithstanding, City will provide Organization an opportunity to confirm any claimed damages to Property. It is Organization's responsibility to collect any charges from Program participant(s) responsible for the damage.
5. Organization will provide its own equipment for the Program.

6. Organization will ensure all staff are appropriately trained and qualified to provide Program services.
7. Organization will not encumber, assign or transfer any rights under this Agreement, as security or otherwise, or sublet the Property or any part thereof.
8. Organization will not interfere in any manner with operations of the Property.
9. Organization, at the end of any scheduled use period, will surrender possession of the Property in the same condition as the Property was in when Organization first occupied, ordinary wear and tear excepted.

**D. OBLIGATIONS OF CITY**

City will grant the Organization, its agents, contractors, or employees a non-exclusive temporary right for the following:

1. Ingress and egress to the Property;
2. Appropriate space for safe operation of the Mobile Clinic on the Property;
3. Provide adequate parking on the Property for the Organization's employees, agents, and clients;
4. During any scheduled use period, City agrees to provide space for setup of Mobile Clinic services, equipment, and access to electrical power, water/sink, and toilet facilities; and
5. Provide trash and refuse removal services which shall consist of the removal from the Property of normal quantities of trash and other non-hazardous materials discarded by Organization, provided that such trash and material are placed in designated dumpsters or other appropriate receptacles.

**E. MUTUAL OBLIGATIONS**

1. The Parties will bear and be responsible solely for their own costs and expenses necessary to comply with this Agreement.
2. The Parties will develop a mutually agreed upon schedule for use of the Property within 30 days of the Effective Date of the Agreement.

**EXHIBIT "B"**  
**PARKS AND RECREATION - PATRON CODE OF CONDUCT**

**A. Purpose**

City has established a policy to ensure that all patrons have the opportunity to safely enjoy parks, events, and facilities without infringement from those who fail to follow established rules and regulations. The Patron Code of Conduct identifies behaviors that infringe upon the rights of others. Violations of the City's Patron Code of Conduct will not be tolerated.

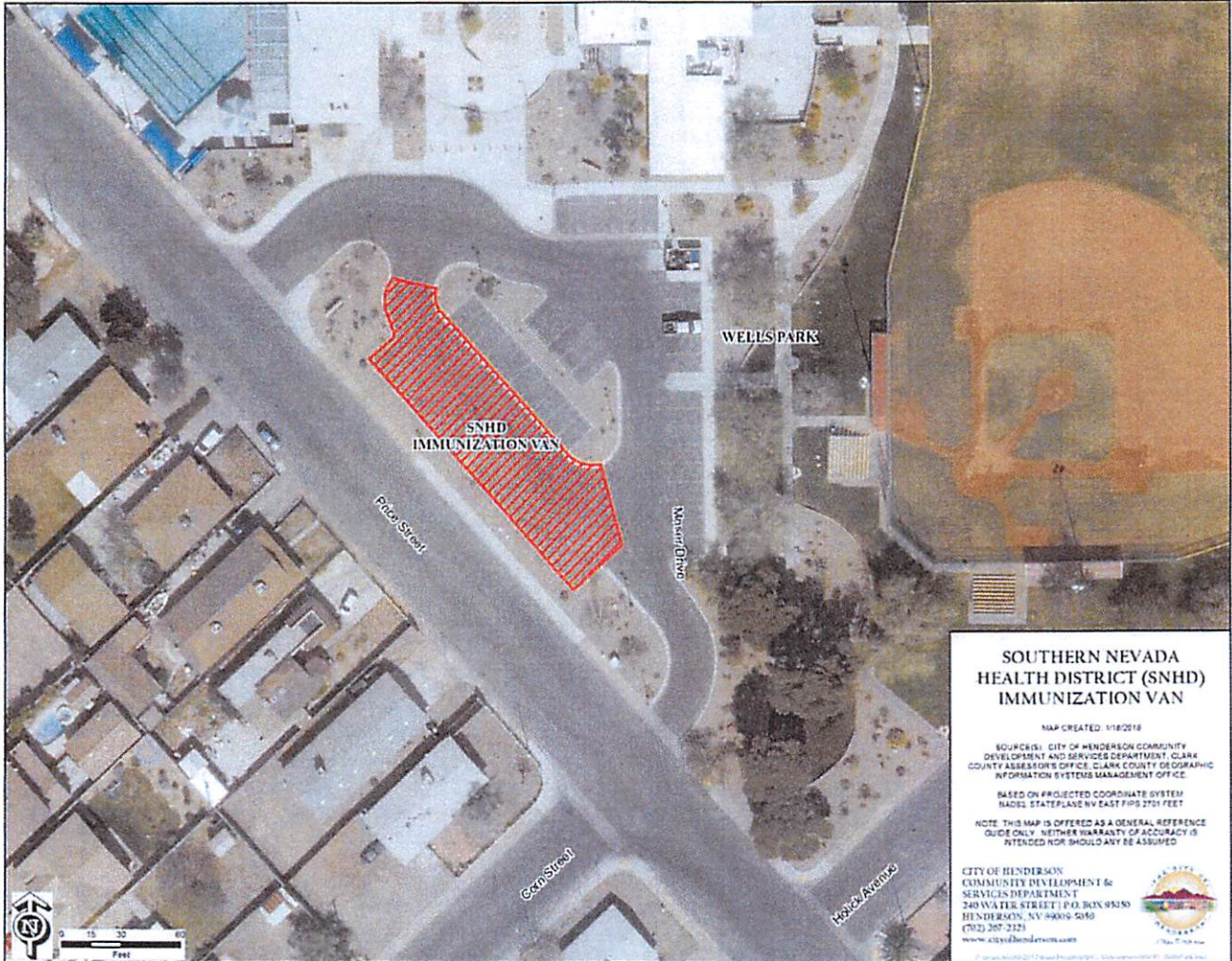
City staff is authorized to address any violation of the Patron Code of Conduct by informing the patron that they must stop the behavior or they will be asked to leave the event, park, or facility. The violation will then be reviewed by City's management staff and progressive action taken as appropriate. Further actions may include, but are not limited to, expulsion from the event, suspension, or trespass. When patrons fail to comply with rules, regulations, laws, and/or ordinances, staff is directed to call the Henderson Police Department, or school police, as appropriate.

Violations of the City's Patron Code of Conduct include, but are not limited to, the following:

1. Failure to obey any city laws or ordinances (Henderson Municipal Code).
2. Failure to obey posted or published event, park, or facility rules or follow staff member instructions.
3. Misuse, destruction, theft, or damage of materials, equipment, furniture or other of City's property or property of others.
4. Vandalism or littering.
5. Any action that constitutes a violation of federal, state, or county laws and ordinances.
6. Possession of weapons, instruments used as weapons, fireworks, or explosives.
7. Harassment/bullying (racial, religious, or sexual) of participants or staff.
8. Inappropriate behavior, language, hygiene, or clothing that impacts the ability of participants or patrons to be able to enjoy or use a park, event, or facility.
9. Smoking in areas designated as "no smoking".
10. Possession, use, or sale of alcohol or controlled substances.
11. Being under the influence of alcohol or a controlled substance.
12. Inconsiderate or discourteous behavior toward staff or participants.
13. Sleeping in a facility or in a park.
14. Soliciting money or panhandling.
15. Bringing luggage, sleeping bags, or carts into a recreation center (unless it is for a City-organized activity).
16. Parking in non-designated areas.
17. Unnecessary rough actions against an opposing player, staff, official or spectator such as pushing, shoving or physical violence during sporting events or other activities.
18. Abusive or threatening language or gestures, whether or not directed at a person.
19. Intentionally throwing equipment in anger or disgust or with the intent to strike another person.
20. Any action that disrupts or obstructs any league contest program or event, or a Parks and Recreation event or activity.
21. Entering any facility when prohibited to do so.
22. Any activity, in the judgment of a staff member, which places oneself or others at risk of injury or infringes upon the rights of other participants or staff.

**EXHIBIT "C"**  
**THE PARKING AREA(S)**

**C-1**  
**WELLS PARK**





C-2  
DOWNTOWN RECREATION CENTER

