

RESOLUTION NO. 4236
(Interlocal Space Lease Agreement – Henderson City Hall,
Southern Nevada Health District)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HENDERSON, CLARK COUNTY, NEVADA, EXPRESSING ITS INTENT TO ENTER IN TO AN INTERLOCAL SPACE LEASE AGREEMENT WITH SOUTHERN NEVADA HEALTH DISTRICT TO LEASE APPROXIMATELY 345 SQUARE FEET OF OFFICE SPACE LOCATED IN THE DEVELOPMENT SERVICES CENTER ON THE FIRST FLOOR OF HENDERSON CITY HALL, LOCATED AT 240 WATER STREET, HENDERSON, NEVADA 89015.

- WHEREAS, the City of Henderson, a municipal corporation and political subdivision of the State of Nevada, is the owner of real property known as the Henderson City Hall, located at 240 Water Street, in the City of Henderson, Nevada; and
- WHEREAS, the Southern Nevada Health District, a political subdivision of the State of Nevada, wishes to lease office space for use by the Southern Nevada Health District to provide services to the public; and
- WHEREAS, there is no current or proposed City use for the space; and
- WHEREAS, the use of space within the Henderson City Hall by the Southern Nevada Health District to provide such services is in the public interest and provides a benefit to the City and its residents; and
- WHEREAS, pursuant to NRS 277.050, the City may lease real property to another public agency, without advertising for public bids and for such consideration as authorized by the City Council, provided that before ordering the lease, the City Council must, in a regular open meeting, adopt a resolution declaring its intention to lease, describing the real property to be leased and the consideration and terms upon which it will be leased, and fixing a time not less than two weeks thereafter for a public meeting at which objections to the lease may be made; and
- WHEREAS, pursuant to NRS 277.050, notice of the adoption of the resolution of intent to lease and the time and place of the public meeting at which the objections to the lease may be made must be published, in a newspaper of general circulation published in Clark County, not less than twice, on successive days, with the last publication to be not less than seven days before the date of the public meeting; and

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WHEREAS, pursuant to Section 2.320(2) of the Charter of the City of Henderson, the City may lease real property only by resolution, and following the adoption of a resolution to lease, the City Council must cause a notice of its intent to lease, stating the date, time and place of the proposed lease, to be published once in a qualified newspaper at least 30 days before the date set by the City Council for the lease; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Henderson, Nevada, that:

SECTION 1. The City Council hereby declares its intention to enter into an Interlocal Space Lease Agreement with Southern Nevada Health District to lease approximately 345 square feet of office space located in the Development Services Center on the first floor of Henderson City Hall, located at 240 Water Street, Henderson, Nevada 89015, for use by the Southern Nevada Health District to provide services to the public, the terms and conditions of which are set forth in the draft lease, identified as Exhibit "A", consisting of ten (10) pages, which is by reference incorporated herein and made a part of this Resolution.

SECTION 2. The City Council will consider and possibly accept the Interlocal Space Lease Agreement with Southern Nevada Health District, and any objections to the lease may be made, at the regular meeting of the City Council to be held on December 13, 2016, at 6 p.m., or as soon after such time as practical, in the City Council Chambers, 240 Water Street, Henderson, Nevada 89015.

SECTION 3. The City Clerk is hereby authorized and directed to publish the Notice of Public Meeting Regarding Approval of the Interlocal Space Lease Agreement in accordance with NRS 277.050(5) and Section 2.320(2) of the Charter of the City of Henderson, which notice, identified as Exhibit "B", consisting of two (2) pages, is by reference incorporated herein and made a part of this Resolution. A copy of this resolution and such notice can be obtained in the Office of the City Clerk, 240 Water Street, Henderson, Nevada.

SECTION 4. This resolution is effective upon adoption unless stated otherwise in the notice.

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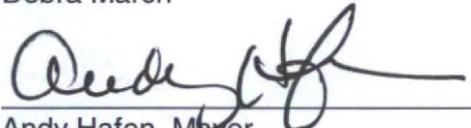
Resolution No. 4236

Interlocal Space Lease Agreement – Henderson City Hall, Southern Nevada Health District

PASSED, ADOPTED, AND APPROVED THIS 1ST DAY OF NOVEMBER, 2016, BY THE FOLLOWING ROLL-CALL VOTE OF COUNCIL.

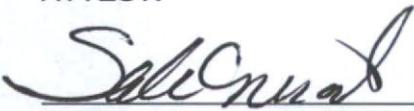
Those voting aye: Andy Hafen, Mayor
 Councilmembers:
 Sam Bateman
 John F. Marz
 Gerri Schroder

Those voting nay: None
Those abstaining: None
Those absent: Debra March



Andy Hafen, Mayor

ATTEST:



Sabrina Mercadante, MMC, City Clerk

Exhibit A
Interlocal Space Lease Agreement with Southern Nevada Health District

Exhibit A
INTERLOCAL SPACE LEASE AGREEMENT

Henderson City Hall
Southern Nevada Health District

THIS INTERLOCAL SPACE LEASE AGREEMENT ("Agreement") is dated as of January 1, 2017 (the "Effective Date") and is made and entered into by and between the CITY OF HENDERSON, a municipal corporation and political subdivision of the State of Nevada, hereinafter referred to as "Lessor," and the SOUTHERN NEVADA HEALTH DISTRICT, a political subdivision of the State of Nevada, hereinafter referred to as "Lessee." Lessor and Lessee are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Lessor is the owner of real property known as the Henderson City Hall, located at 240 Water Street, in the City of Henderson, Nevada; and

WHEREAS, Lessee wishes to lease office space for use by the Southern Nevada Health District to provide services to the public as more particularly set forth herein; and

WHEREAS, Lessor believes that the use of space within the Henderson City Hall by the Southern Nevada Health District to provide such services is in the public interest and provides a benefit to Lessor and its residents;

WHEREAS, NRS 277.050 provides authority and procedures for the leasing of real property between public agencies;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

1. DESCRIPTION OF PREMISES.

Lessor leases to Lessee and Lessee leases 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, as depicted on the attached Exhibit A, incorporated herein by reference (the "Premises"). Lessee has provided the furniture set forth on Schedule 1. Lessee is under no obligation to repair or replace such furniture, which shall be maintained by Lessor in good condition, reasonable wear and tear excepted, and returned at the end of the Term. Lessor shall provide and maintain any other furniture and any equipment necessary for Lessee's use of the Premises.

2. TERM.

The initial term of this Agreement is one year (1) year, beginning on the Effective Date, and terminating on the first anniversary of the Effective Date at 12:01 a.m. midnight (the

"Initial Term").

3. OPTION TO RENEW TERM.

The term of this Agreement may be extended for three (3) additional one-year periods (each, an "Extension Term") upon mutual agreement by Lessor and Lessee. The Initial Term and any approved Extension Terms are collectively referred to herein as the "Term". In the event that Lessee desires to extend the Term of this Agreement, Lessee shall provide written notice to Lessor not less than ninety (90) days prior to the expiration of the Initial Term or the then-current Extension Term. Any such extension is subject to approval by the governing body of the Lessor and shall be evidenced by a written amendment extending the Term.

4. RENT.

From and after the Effective Date, Tenant shall pay Minimum Rent to Lessor of \$293 per month (calculated for 345 square feet at \$0.85 per square foot) in advance at the address set forth herein or upon written notice from Lessor, to Lessor's assignee, or such other place, as Lessor may from time-to-time designate in writing to Tenant, without prior demand, deduction or set off, as set forth in this Section. Tenant shall pay to Lessor Minimum Rent on the Effective Date and thereafter on the first day of each calendar month during the Lease Term. If the Effective Date occurs on a day other than the first day of a calendar month, Minimum Rent for the first and last partial months shall be prorated on the basis of the number of actual days in such month.

Additional Rent. All monetary obligations of Tenant under this Lease that are in addition to Minimum Rent, including but not limited to any amounts incurred and/or expended by Lessor to cure a breach of Tenant hereunder, shall be deemed "Additional Rent." Minimum Rent and Additional Rent are sometimes collectively referred to herein as "Rent."

Manner of Payment. Rent required to be paid pursuant to the provisions of this Lease shall be paid in lawful currency of the United States of America. All payments of Rent shall be to Lessor's Rent Address set forth in Section 21.

5. DISTRICT'S BUDGETARY LIMITS AND FISCAL FUND OUT.

Lessee, as a local governmental entity, is subject to the requirements of NRS 244.230 and NRS 354.626, which require the Lessee to budget annually for its expenses and which prohibit the Lessee from obligating itself to expend money or incur liability in excess of the amounts appropriated for a particular function or purpose. Notwithstanding any provision of Section 17 to the contrary, this lease shall terminate at the end of any fiscal year (June 30) in which the Lessee's governing body fails to appropriate monies for the ensuing year for the payment of all amounts which will then become due. Lessee shall immediately notify Lessor in writing of such failure to appropriate funds. Upon such termination, the provisions of this Agreement which expressly or by their nature survive expiration or termination will remain in effect.

6. USE OF PREMISES.

The Premises are to be used for the purposes of providing services to the general public by the Southern Nevada Health District and for related public purposes. Lessee shall restrict its use to such purposes, and shall not use or permit the use of the Premises for any other purpose without the prior written consent of Lessor.

Lessee agrees to cooperate in good faith with Lessor to address any customer or citizen complaints with respect to Lessee's use of the Premises.

7. HOURS; ACCESS.

The Premises may be open to the public, at the discretion of the Lessee, during any time in which the Henderson City Hall is open to the public (excluding any time in which access is granted only to City Council Chambers or another designated area for the purpose of a public meeting). The Henderson City Hall is currently open to the public Monday through Thursday from 7:30 a.m. to 5:30 p.m., excluding State of Nevada holidays and dates when such holidays are observed by the City; however, such days and hours are subject to change at the discretion of the Lessor, with reasonable notice.

At the discretion of Lessor, Lessee's designated employees may be issued identification badges, key cards and/or other entry devices permitting entry into Henderson City Hall to access to the Premises during non-business hours. Lessee shall be responsible for providing to Lessor a list of all employees who are authorized to access the Premises and updating such list as necessary, provided that Lessor shall not be responsible for the unauthorized use of any issued entry devices issued to Lessee's employees.

8. RESTRICTIONS ON USE.

Lessee shall not use the Premises in any manner that will increase risks covered by insurance on the Premises and result in an increase in the rate of insurance or a cancellation of any insurance policy, even if such use may be in furtherance of Lessee's permitted purposes. Lessee shall not keep, use or sell anything prohibited by any policy of fire insurance covering the Premises, and shall comply with all requirements of the insurers applicable to the Premises necessary to keep in force the fire and liability insurance.

9. UTILITIES AND MAINTENANCE.

Lessor shall provide and pay for all dry utilities (i.e., electricity, gas and solid waste removal) for the Premises, including heated and cooled central air and excluding telephone service and internet access. Additionally, Lessor shall provide and pay for building security, maintenance and janitorial services, consistent with normal office use, provided that Lessee shall not leave any hazardous or noxious materials within the Premises, and further provided that Lessee shall be responsible for removing and disposing of any excessive waste or abnormally large items. Additionally, Lessee shall have access to public restroom facilities within Henderson City Hall.

10. ALTERATIONS.

Lessee shall not make any alterations to the Premises without first obtaining Lessor's prior

written consent, which shall not be unreasonably withheld. Alterations made to the Premises to accommodate Lessee's use shall be paid for by Lessee at Lessee's sole cost. Any alterations shall become a part of the building and belong to the Lessor, subject however, to Lessor's right to require removal and restoration as provided in Section 11 of this Agreement.

11. DELIVERY, ACCEPTANCE, AND SURRENDER OF PREMISES.

Lessor shall deliver possession of the Premises in a condition fit for use by Lessee. Acceptance of the Premises by Lessee shall be construed as recognition that that the Premises are in a good state of repair and in sanitary condition.

Lessee shall surrender the Premises at the end of the lease term, or any Extension Term, in the same condition as when Lessee took possession, allowing for reasonable use and wear. Before surrender, Lessee shall remove all furniture, equipment and fixtures placed in the Premises by Lessee and restore the Premises to the condition as when received, allowing for reasonable use and wear.

12. ENTRY ON PREMISES BY LESSOR.

Lessor reserves the right to enter the Premises at reasonable times for inspection and to perform required maintenance and repairs, or to make additions, alterations, or modifications to any part of the building in which the Premises are located, and Lessee shall permit Lessor to do so. Lessor may erect scaffolding, fences, and similar structures, post relevant notices, and place moveable equipment in connection with making alterations, additions, or repairs, all without incurring liability to Lessee for disturbance of quiet enjoyment of the Premises, or loss of occupancy of the Premises.

13. PARKING

All public parking areas located near the building or in the public parking garages are available to Lessee on a first come first served basis, provided that Lessee's employees and staff shall park only in spaces available for Henderson City Hall staff (unassigned) and not in any designated visitor parking spaces.

14. INSURANCE.

Lessee shall, at its expense, carry and maintain insurance policies in a company or companies satisfactory to Lessor of the following types and of not less than the following amounts:

- (a) Statutory Workers' Compensation Insurance, including Employers' Liability Insurance with limits of One Hundred Thousand Dollars (\$100,000) each accident, covering all of Lessee's personnel performing work upon the property of Lessor, and
- (b) Comprehensive General Liability Insurance covering all operations (including products and completed operations) and covering all vehicles and equipment used in the performance of any work on the property of Lessor (whether owned, rented or

borrowed) with combined limits of One Million Dollars (\$1,000,000) for bodily injury, including death, and property damage as to any one occurrence or as to any one claim.

The Comprehensive General Liability Policy shall name Lessor as additional insured with respect to any entry onto the Premises under this Agreement, but only to the extent of indemnities assumed by, or obligations of, Lessee hereunder. Such policy shall include contractual liability coverage for the indemnity provisions contained in Section 15.2, shall contain a broad form property damage endorsement and the coverage of such policy shall be primary without regard to any insurance carried and maintained by Lessor, but only to the extent of indemnities assumed by Lessee hereunder.

Prior to entry upon the Premises, Lessee shall furnish Lessor with Certificates of Insurance evidencing the above coverages and endorsements and containing the following statement:

Should any of the above coverages be cancelled before their expiration date there, notice will be delivered in accordance with the provision of the forms.

Lessee further agrees to provide Lessor with any special insurances and additional coverages or limits which Lessor may by notice to Lessee reasonably require; provided that such special or additional coverages are available to Lessee upon commercially reasonable terms.

Lessee shall cause each contractor and subcontractor to carry insurance equivalent to subparagraphs (a) and (b) above covering such contractor's or subcontractor's work. Further, each contractor and subcontractor shall furnish to Lessor, via the Lessee, the certificates of insurance and endorsements described hereinabove.

The consent of Lessor to the insurance and limits insured as shown in this Section shall not be considered as a limitation of Lessee's liability under this Lease nor an agreement by Lessor to assume liability in excess of said amounts or for risks not insured against.

15. INDEMNIFICATION

15.1 Up to the limitation of law, including, but not limited to, NRS Chapter 41 liability, each Party shall be responsible for all liability, claims, actions, damages, losses, and expenses, caused by the negligence, errors, omissions, recklessness or intentional misconduct of its own officers and employees. The Parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages.

15.2 Without limiting the generality of the foregoing, Lessee hereby agrees to assume liability for and, to the maximum extent and duration permissible by law, to protect, indemnify and save and hold Lessor, its councilmembers, officers and employees harmless from and against any and all liability, claims, demands, losses, fines, expenses or causes of action of any kind to the extent arising out of the acts or omissions of Lessee or its employees, agents or contractors or subcontractors while on the Premises, including, without limitation (i) loss of or damage to the Premises or other property of Lessor; (ii) loss

of or damage to third party property, (iii) loss attributable to bodily or personal injury, disease or death suffered by representatives, employees or agents of Licensor or its contractors and their subcontractors; and (iv) damage or harm to the environment. Licensee's obligations under this Section 15 shall survive the expiration or termination of this Lease.

16. DEFAULT AND REMEDIES

16.1 Lessee Default; Termination. If Lessee defaults in any obligation pursuant to Section 4 or Section 6 of this Agreement and fails to cure the default within thirty (30) days after Lessor delivers a notice of default to Lessee, Lessor may terminate this Agreement upon an additional fifteen (15) days' written notice; provided, however, that if such default cannot reasonably be cured within thirty (30) days, the defaulting party shall have sufficient time to cure the default, if such cure is commenced within said thirty (30) day-period and promptly completed.

16.2 Lessee Default; Injunction. The breach by Lessee of any term, covenant or condition of this Agreement, except the covenant by the Lessee to pay rent as set forth in Section 4 and the restrictions on Lessee's use of the Premises set forth in Section 6, shall not entitle Lessor to a forfeiture of the leasehold granted to Lessee under the terms of this Agreement (including, without limitation, Lessee's right of use, enjoyment and possession). Notwithstanding the foregoing, Lessor retains the right to seek injunctive relief or monetary damages for violations of the Lessee's covenants herein.

16.3 Lessor Default. If Lessor defaults in any obligation under this Agreement and fails to cure the default within thirty (30) days after Lessee delivers a notice of default to Lessor, Lessee may terminate this Agreement upon an additional fifteen (15) days' written notice; provided, however, that if the default cannot reasonably be cured within thirty (30) days, the defaulting party shall have sufficient time to cure the default, if such cure is commenced within said thirty (30) day period and promptly completed.

17. TERMINATION.

Notwithstanding any other provision of this Agreement, this Lease may be canceled and terminated by either party without penalty, upon giving a written notice of the intent to terminate ninety (90) days prior to the date of the intended termination. Written notice will be sent by registered or certified mail, return receipt requested, to the party's address specified in this Lease.

18. REMEDIES CUMULATIVE.

The various rights, options, elections, and remedies of the Parties contained in this Lease shall be cumulative and no one of them shall be construed as exclusive of any other, or of any right, priority or remedy allowed or provided by law.

19. ASSIGNABILITY.

This Lease is not assignable by either Party.

20. GOVERNING LAW.

The laws of the State of Nevada shall govern the validity, construction, and effect of this Lease.

21. NOTICES.

Any notices required or appropriate under this Lease shall be in writing and, with the exception of termination notice pursuant to Section 17, shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, or the United States mail at the following addresses:

CITY/LESSOR:

City of Henderson
Public Works Parks and Recreation
Survey/Right of Way
Attn: Property Management
240 Water Street
Henderson, NV 89015

CITY/LESSOR RENT ADDRESS:

City of Henderson
Attn: Finance
240 Water Street
Henderson, NV 89015

SNHD/LESSEE:

Southern Nevada Health District
Attn: Andrew J. Glass
280 S. Decatur Blvd.
Las Vegas, NV 89107-2936

22. ENTIRE AGREEMENT.

This Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

23. MODIFICATION.

Any modification of this Agreement or additional obligations assumed by either Party in connection with this Agreement shall be binding only if approved by the Parties' respective governing bodies and evidenced by a written addendum hereto.

[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. Date
City Manager

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 HEALTH DISTRICT

By: _____
Name: _____ Date
Title: _____

Approved as to form

Annette L. Bradley
General Counsel

SCHEDULE 1
Furniture Inventory

Public Counter Area:

- 2 – task chairs - Knoll
- 1 – File/File pedestal - Knoll
- 1 – worksurface with modesty panel - Knoll
- 1 – built-in locking lower cabinets and drawers – custom millwork

Cubicle:

- 1 – task chair - Knoll
- 1 – L-shaped workstation - Knoll
- 1 – File/File pedestal - Knoll
- 1 – Box/Box/File pedestal - Knoll
- 2 – overhead cabinets – Knoll

Private Office:

- 1 – task chair – Knoll
- 1 – L-shape workstation with D-top – Knoll
- 3 – overhead cabinets - Knoll
- 1 – Box/Box/File pedestal - Knoll

EXHIBIT A
PREMISES

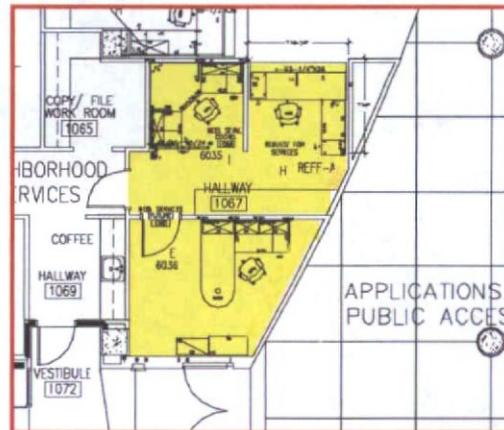
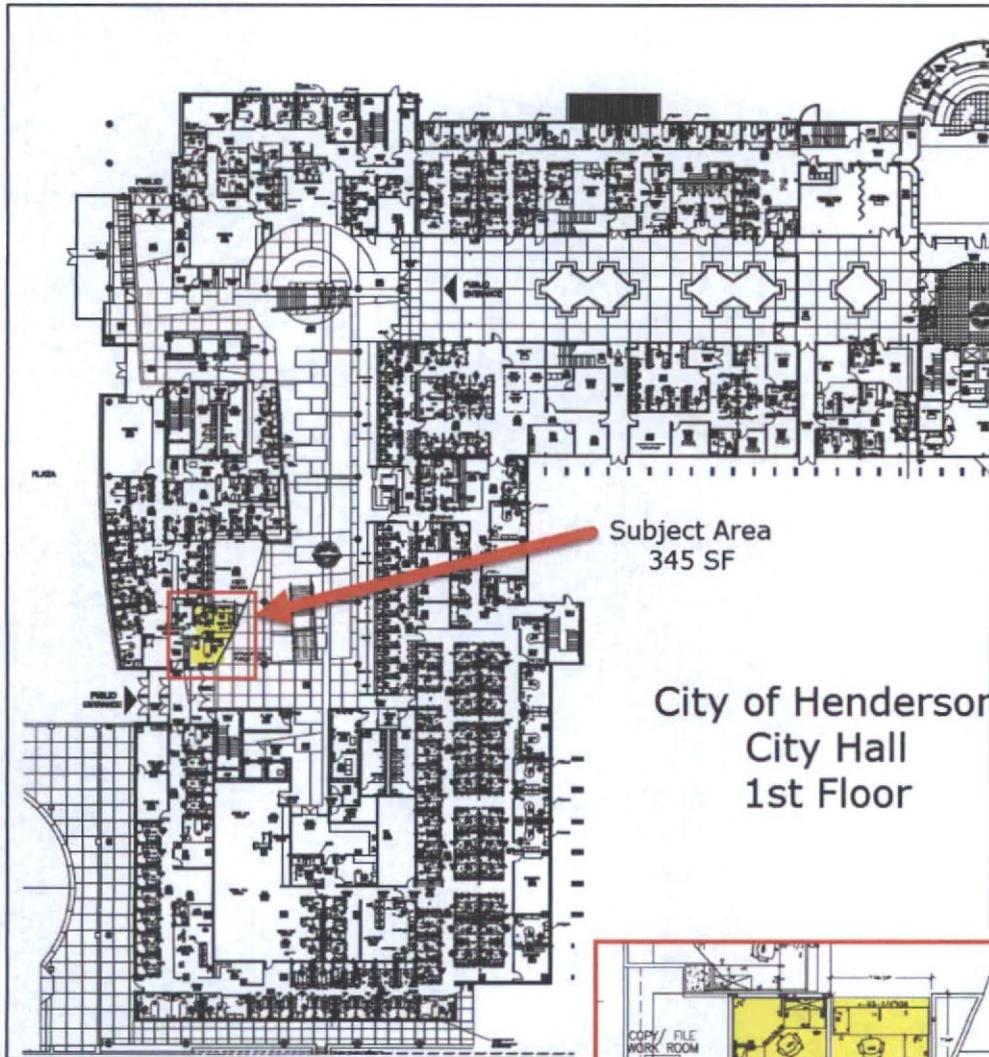


Exhibit B

NOTICE OF PUBLIC MEETING REGARDING APPROVAL OF THE INTERLOCAL SPACE LEASE AGREEMENT WITH SOUTHERN NEVADA HEALTH DISTRICT TO LEASE SPACE AT HENDERSON CITY HALL FOR USE BY SOUTHERN NEVADA HEALTH DISTRICT TO PROVIDE SERVICES TO THE PUBLIC.

NOTICE IS HEREBY GIVEN pursuant to NRS 277.050 and Section 2.320 of the Charter of the City of Henderson that the City of Henderson, Nevada, a municipal corporation, will hold a public meeting on December 13, 2016 at the regular scheduled City Council Meeting at 6:00 p.m., or as soon thereafter as practical, at the City Council Chambers, Henderson City Hall, 240 Water Street, Henderson, Nevada 89015, regarding its intent to approve and enter into an Interlocal Space Lease Agreement with Southern Nevada Health District to lease office space for use by the Southern Nevada Health District to provide services to the public.

DESCRIPTION OF THE PROPERTY TO BE LEASED

Approximately 345 square feet of office space located in the Development Services Center on the first floor of Henderson City Hall, located at 240 Water Street, Henderson, Nevada 89015.

RENT AND TERMS

The initial term is for a period of one (1) year. The term may be extended for up to three (3) additional one-year periods upon mutual agreement by Southern Nevada Health District and the City of Henderson. Rent shall be \$293 per month (calculated for 345 square feet at \$0.85 per square foot).

Resolution No. _____, and this Notice of Sale shall be posted at the Multigenerational Center, 250 S. Green Valley Parkway; City Hall, 240 Water Street, 1st Floor Lobbies; Whitney Ranch Recreational Center, 1575 Galleria Drive; and Fire Station No. 86, 1996 E. Galleria Drive. Any interested party may obtain copies of the resolution and notice in the Office of the City Clerk, 240 Water Street, Henderson, Nevada.

Comments from electors and residents of the City of Henderson regarding the Interlocal Space Lease Agreement may be made at a public meeting on December 13, 2016, at the regularly scheduled City Council Meeting at 6:00 p.m. or as soon thereafter as practicable, at the City Council Chambers, Henderson City Hall, 240 Water Street, Henderson, Nevada 89015.

THIS NOTICE IS GIVEN pursuant to and subject to NRS 277.050(5) and Section 2.320 of the Charter of the City of Henderson, Nevada. Copies of the complete Resolution and all specific conditions of the Agreement may be obtained from the office of the City Clerk, 240 Water Street, Henderson, Nevada. This Notice shall be published twice, on successive days, not less than 30 days prior to September 20, 2016.

For further information, contact the City Clerk at 240 Water Street, P.O. Box 95050, Henderson, Nevada, 89009-5050.

DATED this ____ day of _____ 2016.

SABRINA MERCADANTE, MMC
CITY CLERK