



**TO:** SOUTHERN NEVADA DISTRICT BOARD OF HEALTH      **DATE:** February 28, 2019

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

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**PETITION #05-19**

**That the Southern Nevada District Board of Health** *approves the attached amendment between the City of Henderson and the Southern Nevada Health District for the Health District to use property known as Morrell Park for its Mobile Clinic Services.*

**PETITIONERS:**

**Joann Rupiper, Chief Administrative Nurse**  
**Fermin Leguen, MD, MPH, Director of Community Health** *FL*  
**John Shannon, Director of Administration** *JS*  
**Joseph P. Iser, MD, DrPH, MSc, Chief Health Officer** *JS*

**DISCUSSION:**

This Facility Use Agreement is from signature through December 31, 2020 and will allow the Health District to park its Mobile Clinic at Morrell Park location to administer public health services to the community.

**FUNDING:**

There is no cost for this Facility Use Agreement.

**AMENDMENT #1 TO THE  
INTERLOCAL FACILITY USE AGREEMENT  
FOR  
MOBILE IMMUNIZATION SERVICES  
BETWEEN CITY OF HENDERSON  
AND  
SOUTHERN NEVADA HEALTH DISTRICT  
CMTS #: 20701**

THIS AMENDMENT #1 TO THE FACILITY USE AGREEMENT FOR MOBILE IMMUNIZATION SERVICES, CMTS #: 20701 (“AMENDMENT”) is made by and between the CITY OF HENDERSON, a municipal corporation and political subdivision of the State of Nevada (“CITY”), and SOUTHERN NEVADA HEALTH DISTRICT, a political subdivision of the State (“ORGANIZATION”).

**RECITALS**

A. WHEREAS, CITY and ORGANIZATION entered into that certain Facility Use Agreement for Mobile Immunization Services CMTS # 20701 on April 4, 2018 (the “ORIGINAL AGREEMENT”); and

B. WHEREAS, the CITY and ORGANIZATION desire to amend the ORIGINAL AGREEMENT to revise Facility locations under the Scope of Services on the terms and conditions more fully set forth below and as follows.

**AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree that the foregoing recitals are true and correct and incorporated herein by this reference and as follows:

1. The title of the ORIGINAL AGREEMENT is revised as follows:

INTERLOCAL FACILITY USE AGREEMENT FOR MOBILE CLINIC SERVICES BETWEEN  
CITY OF HENDERSON AND SOUTHERN NEVADA HEALTH DISTRICT C1800098

2. The fifth paragraph on the first page of the ORIGINAL AGREEMENT is hereby deleted and replaced with the following:

WHEREAS, Organization provides, among other things, immunization, family planning and outreach 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

3. The second paragraph of SECTION 8, DESIGNATION OF REPRESENTATIVE of the ORIGINAL AGREEMENT, is hereby deleted in its entirety and replaced with the following:

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 Mobile Clinic services provided under this Agreement. Such representative(s) or coordinator(s) shall have complete authority to act on behalf of Organization.

4. Notices. All notices provided under the ORIGINAL AGREEMENT shall be deemed received upon confirmation of delivery. Organization's delivery address in SECTION 16, NOTICES of the ORIGINAL AGREEMENT is hereby revised as follows:

Southern Nevada Health District  
Attn: Contract Administrator, Legal Department  
280 S. Decatur Blvd.  
Las Vegas, NV 89107-2936

5. SCOPE. Section A, "SCOPE", of "Exhibit A" to the ORIGINAL AGREEMENT is hereby deleted in its entirety and replaced with the following:

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: Morrell Park

Area: See Exhibit C-A01

Address of Facility: 500 Harris St.

Days/Dates/Hours of Use: To be determined by mutual agreement between City and Organization

Additional future locations, dates and times may be scheduled by mutual agreement in writing, pursuant to Section 16 "Notices" or via email communication between City and Organization designated representatives.

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-A01" 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.

6. EXHIBIT "C", THE PARKING AREA(S) of the ORIGINAL AGREEMENT is deleted in its entirety and replaced with the attached Exhibit "C-A01".

Except as modified by this AMENDMENT, the ORIGINAL AGREEMENT and all covenants, agreements, terms and conditions thereof shall remain in full force and effect and are hereby in all respects ratified and confirmed. In the event of any conflict between the ORIGINAL AGREEMENT and this AMENDMENT, the terms and conditions of this AMENDMENT shall control. Notwithstanding anything in the ORIGINAL

AGREEMENT to the contrary, the ORIGINAL AGREEMENT shall be amended such that all references in the ORIGINAL AGREEMENT to the term "Agreement" shall be deemed to refer to the ORIGINAL AGREEMENT as amended by this AMENDMENT.

The ORGANIZATION represents and warrants that the person signing this AMENDMENT on behalf of the ORGANIZATION has all requisite power and authority to bind the ORGANIZATION to the terms and obligations of this AMENDMENT.

This AMENDMENT may be executed in any number of counterparts, each of which shall be an original, and all of which taken together shall constitute one and the same agreement. Executed copies hereof may be delivered by facsimile, PDF or email, and, upon receipt, shall be deemed originals and binding upon the Parties.

*[Signatures appear on the following pages]*

IN WITNESS WHEREOF, this AMENDMENT shall be effective as of the Effective Date.  
Date of City Council Approval: \_\_\_\_\_

CITY:

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

\_\_\_\_\_  
RICHARD A. DERRICK  
City Manager/CEO

\_\_\_\_\_  
Date

ATTEST:

APPROVED AS TO FUNDING:

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

\_\_\_\_\_  
JIM MCINTOSH  
Chief Financial Officer

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

\_\_\_\_\_  
SHARI FERGUSON  
Director of Parks and Recreation

\_\_\_\_\_  
NICHOLAS G. VASKOV      CAO  
City Attorney                      Review

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

  
\_\_\_\_\_  
JOHN A. SHANNON  
Director of Administration

APPROVED AS TO FORM:

\_\_\_\_\_  
ANNETTE L. BRADLEY, ESQ.  
General Counsel

EXHIBIT "C-A01"  
THE PARKING AREA(S)

NAME OF FACILITY:  
MORRELL PARK

