



**TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH      DATE: May 22, 2025**




**RE: Interlocal Agreement between the Southern Nevada Health District and The City of North Las Vegas.**

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**PETITION #32-25**

**That the Southern Nevada District Board of Health** *approves the interlocal agreement for acquisition and relocation of modular structures between the Southern Nevada Health District and the City of North Las Vegas.*

**PETITIONERS:**

**Dr. Cassius Lockett, District Health Officer**   
**Kim Saner, Deputy District Health Officer- Administration**   
**Sean Beckham, Chief Facilities Officer** 

**DISCUSSION:**

The City of North Las Vegas shall acquire the two modular structures from SNHD at no cost.

**FUNDING:**

The City of North Las Vegas shall be responsible for all costs associated with the disassembly, transportation and reassembly of the structures

## **INTERLOCAL AGREEMENT FOR ACQUISITION AND RELOCATION OF MODULAR STRUCTURES**

This Interlocal Agreement for Acquisition and Relocation of Modular Structures (“Agreement”) is made and entered into as of the date of the last signature affixed hereto (“Effective Date”) by and between the City of North Las Vegas, a Nevada Municipal corporation (“City”) and the Southern Nevada Health District, a political subdivision of the State of Nevada (hereinafter referred to as (“SNHD”) for the purpose of the acquisition of surplus modular structures components and their relocation.

### **RECITALS**

WHEREAS, Nevada Revised Statutes (NRS) 277.180 authorizes public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, SNHD is the public health entity for Clark County, Nevada and is organized pursuant to Nevada Revised Statutes (NRS) Chapter 439, has jurisdiction over all public health matters in Clark County, Nevada, and is governed by the Southern Nevada District Board of Health; and

WHEREAS, SNHD purchased two (2) modular structures during the COVID-19 pandemic with Federal Emergency Management Agency (“FEMA”) funds but the structures are no longer needed by the SNHD; and

WHEREAS, One modular structure is 108’ x 48’ (“Asset #1”) and the other is 36’ x 36’ (“Asset #2”) (collectively, the “Assets”) and SNHD has offered these structures, including associated air conditioning and electrical transformer and panels, to the City at no cost; and

WHEREAS, at its own risk, the structures are to be reduced to modular components by the City and its qualified sub-contractor (“Sub-Contractor”), thereby removing the Assets from SNHD’s property at 280 S. Decatur, Las Vegas, Nevada, 89107 (“Removal Site”) and transporting same to a City location for reassembly by City and its Sub-Contractor.

NOW, THEREFORE, the parties mutually agree to the following terms and conditions:

### **SECTION 1 SCOPE OF WORK**

1.1. The City shall acquire the two modular structures from SNHD at no cost and the City shall be responsible for all costs associated with the disassembly, transportation and reassembly of the structures.

1.2. The City shall ensure the removal of these structures from SNHD’s property located at 280 South Decatur Boulevard Las Vegas, NV 89107 no later than October 31, 2025.

1.3. SNHD shall cooperate with the City to facilitate the disassembly, transportation, and re-  
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SNHD Reference C2500137

assembly of the Assets, including providing reasonable access to the property and any necessary assistance to ensure the timely and efficient relocation of the structures. For avoidance of doubt, SNHD employees will not participate in the labor required to disassemble, transport, and/or reassemble the Assets.

## SECTION 2 TERM

This Agreement shall commence on the Effective Date and will continue to be in effect until the modular structures have been relocated to the City of North Las Vegas ("Term"), unless earlier terminated in accordance with the terms herein.

## SECTION 3 NOTICES

Any notice required under this Agreement must be submitted in writing and sent U.S. Mail, postage prepaid, or by hand delivery, and directed to the appropriate party as follows:

Attn: Contract Administrator, Legal Dept.  
Southern Nevada Health District  
280 S Decatur Blvd.  
Las Vegas, Nevada 89107

Attn: City Manager  
City of North Las Vegas  
2250 Las Vegas Blvd., North  
North Las Vegas, NV 89030

## SECTION 4 TERMINATION

Either party may terminate this Agreement without cause, upon ninety (90) days written notice to the other party.

## SECTION 5 AMENDMENT

The Agreement shall not be modified, amended, or altered except by written agreement of the parties.

## SECTION 6 SEVERABILITY

Should any part of this Agreement be rendered void, invalid, or unenforceable by any court of competent jurisdiction for any reason, such determination shall not render void, invalid, or unenforceable under any other part of this Agreement.

SECTION 7  
NO EXPRESS OR IMPLIED WARRANTY

7.1 Except as expressly set forth herein, SNHD makes no representations or warranties of any kind, express or implied, with respect to the physical condition of the Assets, or any other matter and, in particular, SNHD makes no express or implied warranty of merchantability or fitness for a particular purpose.

SECTION 8  
NO FUTURE OBLIGATIONS

It is specifically recognized and agreed by all parties hereto, that this Agreement is not to be interpreted or constructed as establishing a precedent for any further agreement, covenant or commitment on the part of any party hereto and should be considered a stand-alone document without establishing any future obligations, other than as described herein, on the part of any party hereto.

SECTION 9  
NO THIRD PARTY BENEFICIARY

This Agreement is intended only to benefit the parties hereto and does not create any rights, benefits, or causes of action for any other person, entity or member of the general public.

SECTION 10  
ASSIGNMENT

No assignment of rights, duties or obligations of this Agreement shall be made by either party without the express written approval of the other party.

SECTION 11  
LIMITED LIABILITY

Subject to the limitation of law, and to the extent allowed by law, each party shall be responsible for the acts or omissions, negligent or intentional, of its officers, directors, agents, representatives, members and employees, as a result of, or arising out of this Agreement. Neither party waives any rights or defenses to indemnification that may exist in law or equity.

SECTION 12  
INDEPENDENT CONTRACTOR

SNHD and the City are independent entities and nothing contained in this Agreement shall be construed or deemed to create a relationship of employer and employee or principal and agent or any relationship other than that of independent parties, contracting with each other solely for the purpose of carrying out the provisions of this Agreement.

SECTION 13  
GOVERNING LAW AND VENUE

The laws of the State of Nevada govern the validity, construction, performance and effect of this Agreement, without regard to conflicts of law. All actions shall be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada.

SECTION 14  
ASSESSMENT, INSURANCE, AND KEY PERSONNEL

14.1 **Assessment.** Prior to removal of the Assets from the Removal Location, the City will assess the Assets and the land beneath them at the Removal Location to determine whether removal without incident is achievable, and will plan the removal process accordingly to ensure appropriate safety measures are applied.

14.2 **Insurance.** City will provide and maintain at its own expense a program of self-insurance or insurance in commercially reasonable amounts calculated to protect itself from any and all claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from activities performed by this Agreement, whether these activities are performed by the City, or anyone directly or indirectly engaged or employed by the City. Likewise, City will ensure that Sub-Contractor and any other entity directly or indirectly engaged or employed by the City for the purpose of performing Agreement-related work at the Removal Location are adequately insured in a similar manner, and in accordance with any applicable federal, state, and local laws.

14.3 **Key Personnel.** SNHD's Chief Facilities Officer or their designee shall be the overall manager of this Agreement, will assign all tasks and due dates for all work, and be the single point-of-contact for resolution of Agreement related issues Scott Jarvis, Manager, Engineering Services (jarviss@cityofnorthlasvegas.com), shall be the single point of contact for the City.

[The remainder of this page is left intentionally blank. Signature page to follow.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

City of North Las Vegas,  
a Nevada municipal corporation

Southern Nevada Health District,  
a political subdivision of the State of Nevada

By: \_\_\_\_\_  
Micaela Rustia-Moore, City Manager

By: \_\_\_\_\_  
District Health Officer  
Cassius Lockett, PhD

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Jackie Rodgers, City Clerk

Approved as to form:

Approved as to form:

This document is approved as to form.  
SNHD signatures to be affixed after  
approved by the Southern Nevada District  
Board of Health.

By: \_\_\_\_\_  
Andy Moore, City Attorney

By: \_\_\_\_\_  
Heather Anderson Fintak, Esq.  
General Counsel  
Southern Nevada Health District