

Interlocal Agreement between University Medical Center of Southern Nevada and Clark County

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement"), is made by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes ("NRS") ("UMC") and CLARK COUNTY, NEVADA, a political subdivision of the State of Nevada ("County"), and individually and collectively referred herein as the "Party" and "Parties", respectively, is effective on the later of the date ("Effective Date") approved by the Board of County Commissioners ("BCC") and the UMC Board of Trustees ("BOT").

RECITALS

WHEREAS, NRS Section 277.180 provides that one or more public agencies may enter into an agreement to perform any governmental service, activity or undertaking which any of the public agencies entering the contract is authorized by law to perform;

WHEREAS, County is the owner of property with a commonly known address of 300 South Martin Luther King Boulevard, Las Vegas, NV 89106 (Assessor's Parcel Number 139-33-202-003), ("Property"), as depicted in Exhibit "A".

WHEREAS, the Property contains an existing +/-35,550 square foot warehouse building ("Building"), as depicted in Exhibit "B";

WHEREAS, the County purchased the Property to utilize the Building for County purposes and UMC has expressed a need for the Property and Building to fulfill its mission in support of the main UMC campus;

WHEREAS, UMC shall reimburse County for its acquisition cost of nine million dollars (\$9,000,000)("Reimbursement");

WHEREAS, UMC shall utilize the Property and Building for UMC related purposes in support of its mission through a Memorandum of Understanding ("MOU") until the Reimbursement obligation has been fulfilled;

NOW, THEREFORE, for and in consideration of the promises and mutual covenants herein contained, each Party relying on the Recitals set forth above, each Party agrees and acknowledges as follows:

ARTICLE I. COUNTY AGREES AND ACKNOWLEDGES

1. To enter into an MOU allowing UMC to use the Property and Building until such time that all Reimbursement payments under this Agreement have been satisfied.

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2. To transfer all Property and Building responsibility to UMC upon successful Reimbursement payments completion.

ARTICLE II. UMC AGREES AND ACKNOWLEDGES

1. The total Reimbursement amount owed to County is nine million dollars (\$9,000,000).
2. UMC shall initiate Reimbursement payments to County in three (3) equal payments of three million dollars (\$3,000,000) each.
3. The first (1st) Reimbursement payment shall occur within three (3) business days of the Effective Date of this Agreement.
4. The second (2nd) Reimbursement payment shall occur no later than the first anniversary date of this Agreement.
5. The third (3rd) and final Reimbursement payment shall occur no later than the expiration date of this Agreement.

ARTICLE III. IT IS MUTUALLY AGREED AND ACKNOWLEDGED

1. The term of this Agreement shall commence upon the Effective Date and shall expire two (2) years thereafter ("Expiration Date").
2. All responsibility for the improvements and structures on the Property and Building shall be conveyed to UMC in an "as-is" condition, with no warranties or representations as to suitability for any particular use, occupancy, activity, operation or other purpose, and shall not be altered in any material fashion upon the expiration of this Agreement.
3. The Parties agree upon successful fulfillment of this Agreement the MOU shall automatically terminate and be of no further force or effect.
4. The Parties agree that UMC at its sole discretion may expedite Reimbursement payments to County at any time prior to the Expiration Date.
5. The Parties agree that either Party may terminate this Agreement for any reason at any time with thirty (30) day written notice to the other Party, and this action shall automatically terminate the MOU. Any funds received by County from UMC shall be returned to UMC within thirty (30) days, less the cost of rent, determined at a cost of forty thousand dollars (\$40,000) per month.

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6. Each Party shall be responsible for its own negligence subject to the limitations on liability provided under NRS, Chapter 41. 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.
7. This Agreement is subject to the final review and approval of the BCC and BOT at a publicly noticed meeting of the BCC and BOT in accordance with Nevada law and the policies and procedures governing the BCC and BOT.
8. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or electronic mail with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other Party at the address set forth below:

For County: Attn.: Shauna Bradley
Director of Real Property Management
Clark County, Nevada
500 South Grand Central Parkway, 4th Floor
Las Vegas, Nevada 89155-1825
Box 551825
Telephone: (702) 455-2980
E-mail: SDB@ClarkCountyNV.gov

For UMC: Attn.: Mason Van Houweling
CEO
University Medical Center of Southern Nevada
1800 West Charleston Boulevard
Las, Vegas, NV 89106

9. No joint venture is contemplated or established hereby, and neither of the Parties shall be deemed to be the agent of the other for any purpose by virtue of this Agreement.
10. This Agreement shall not be deemed to be for the benefit of any entity or person who is not a Party hereto, and neither this Agreement, nor any interest therein, may be assigned without the prior written consent of the non-assigning Party.
11. Each Party warrants to the other that they have the authority and capacity to perform the provisions hereof.

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12. Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to causes beyond its control which may include strikes, failure of public transportation, civil or military authority, public health emergency, epidemic, pandemic, act of public enemy, accidents, fires, explosions, or acts of God, including without limitations, earthquakes, floods, winds or storms. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.
13. Delay in declaring a breach of this Agreement does not constitute a waiver of the breach. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach.
14. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.
15. This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The Parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.
16. Pursuant to NRS Section 239.010, information or documents in connection with this Agreement may be open to public inspection and copying. The Parties will have the duty to disclose unless a particular record is confidential by law.
17. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the Parties shall not exceed those monies appropriated and approved the County for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and UMC's obligations under it shall be extinguished at the end of any of fiscal years in which UMC's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. The Parties agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. Termination under this section shall not relieve UMC of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.
18. This Agreement constitutes the entire agreement of the Parties, and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this

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Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.

19. The Parties to this Agreement, and each of them, acknowledge that: a) this Agreement and its reduction in final written form are a result of good faith negotiations between the Parties to this Agreement through their respective attorneys; b) the Parties to this Agreement and their attorneys have reviewed and examined this Agreement before execution by said Parties or any of them; and c) the rule of construction that ambiguities are to be construed against the drafting Party will not be employed in the interpretation of this Agreement.
20. This Agreement may be executed in counterparts, all such counterparts will constitute the same Agreement and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.
21. This Agreement shall only become effective upon approval by both the BCC and BOT or designee, provided approval by one (1) Party is within ninety (90) calendar days of approval by the other Party.

[Signatures on Next Page]

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date herein set forth below.

UNIVERSITY MEDICAL CENTER

CLARK COUNTY, NEVADA

APPROVED


Mason VanHouweling, CEO

Tick Segerblom, Chair
Clark County Board of County Commissioners

Approved as to Form:

Approved as to Form:

Susan Pitz
General Counsel, UMC



Nichole Kazimirovicz
Deputy District Attorney

Date of Board of Trustees or Designee Approval:

Date of Clark County Commission Approval:



EXHIBIT A

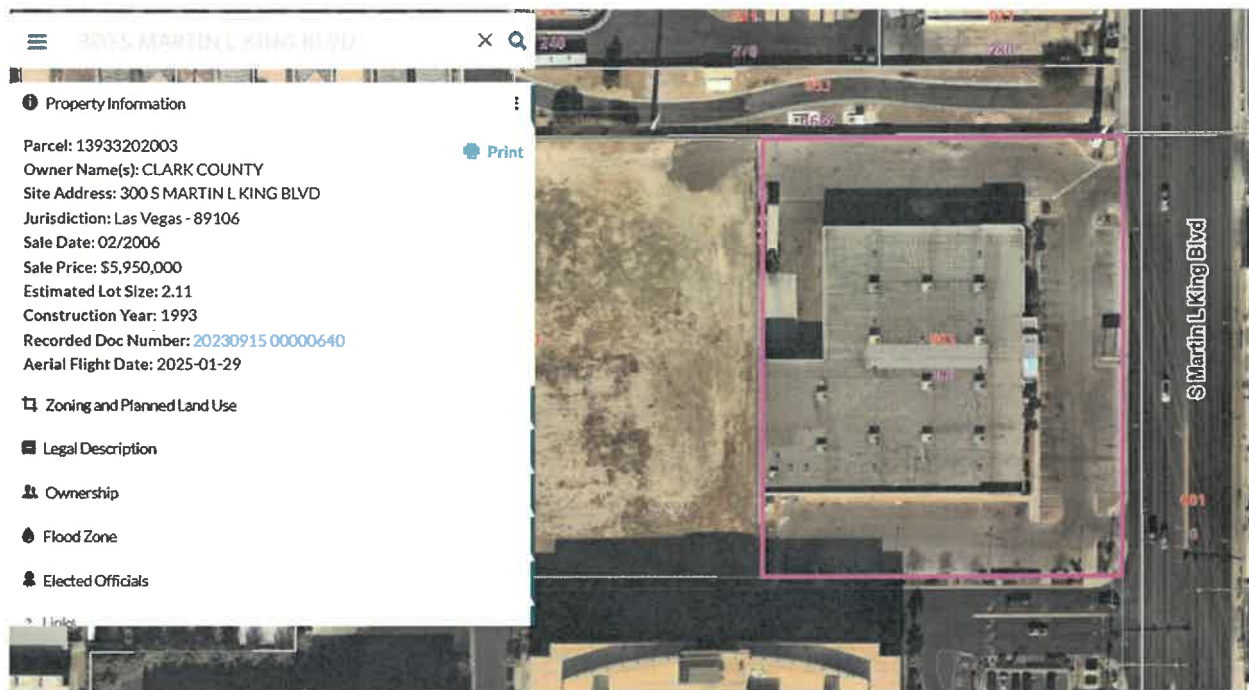
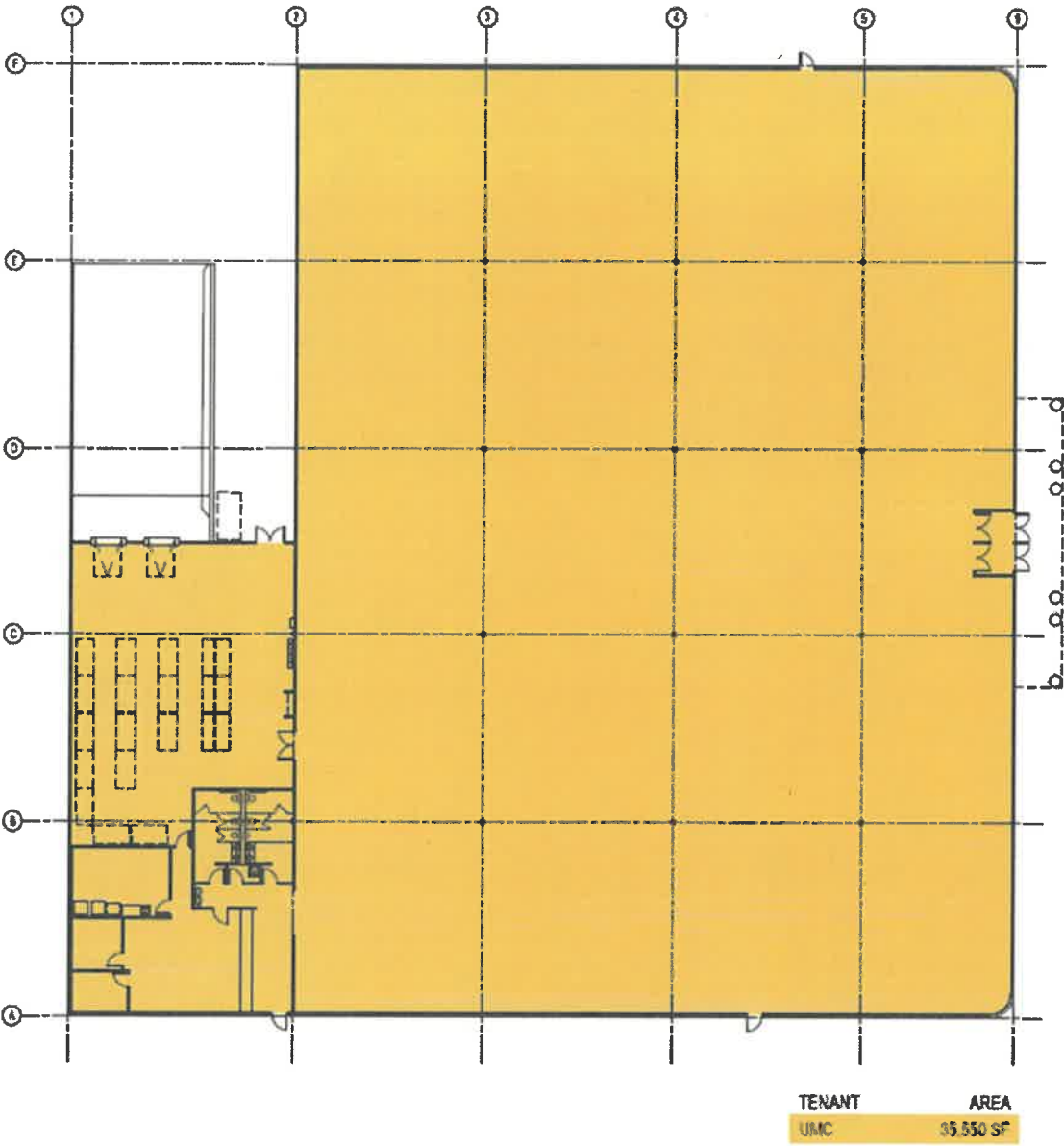


EXHIBIT B



FLOOR PLAN
300 S MLK BLVD, LAS VEGAS 89106

NOT TO SCALE
6/5/2025