

RESOLUTION OF INTENT TO LEASE CLARK COUNTY-OWNED REAL PROPERTY
2610 Needles Highway, Laughlin, Nevada
A portion of Assessor's Parcel Number 264-21-601-002

WHEREAS, County of Clark, a political subdivision of the State of Nevada ("County"), holds fee simple title to Assessor's Parcel Number 264-21-601-002 (±19.83 acres), located at Mountain View Park, 2610 Needles Highway, Laughlin, Nevada ("Property"); and

WHEREAS, the Clark County Board of Commissioners ("Board") finds it desirable to lease ±10,890 square feet of the Property ("Premises") to the University of Nevada Cooperative Extension ("UNCE") to use for a community garden, as shown on the attached Exhibit "A"; and

WHEREAS, pursuant to NRS 277.050, County may lease real property to a governmental entity without advertising for public bids on such terms as authorized by the Board after holding a public hearing at which objections by the public may be heard.

NOW THEREFORE, be it resolved by the Board that:

1. The Board has determined that it will be in the best interest of the County and the Laughlin residents to lease the Premises to UNCE without requiring UNCE to pay rent.
2. The lease term shall be for four (4) years.
3. The proposed lease is available for review at the Department of Real Property Management, Clark County Government Center, 500 S. Grand Central Parkway, 4th Floor, Las Vegas, Nevada, or on Clark County's website at http://www.clarkcountynv.gov/depts/real_property/Pages/PublicHearings.aspx
4. Any objections to the lease shall be heard on June 2, 2015 at 10:00 a.m. in the Commission Chambers at the Clark County Government Center, 500 S. Grand Central Parkway, Las Vegas, Nevada, during the regular Commission Meeting.

PASSED, ADOPTED AND APPROVED this 5th day of May, 2015.

ATTEST:

CLARK COUNTY, NEVADA
BOARD OF COUNTY COMMISSIONERS

BY: _____
Lynn Marie Goya, County Clerk

BY: _____
Steve Sisolak, Chairman

APPROVED AS TO FORM:
Steven B. Wolfson
District Attorney

BY: Sham Wittenberg
Deputy District Attorney

**INTERLOCAL LEASE AGREEMENT
BETWEEN PUBLIC AGENCIES**

THIS AGREEMENT is made and entered into this _____ day of _____, 2011, by and between CLARK COUNTY (“COUNTY”), a political subdivision of the State of Nevada, as lessor, and the BOARD OF REGENTS OF NEVADA SYSTEM OF HIGHER EDUCATION on behalf of UNIVERSITY OF NEVADA COOPERATIVE EXTENSION (“UNCE”), as lessee (collectively the “Parties”).

WHEREAS, the COUNTY may lease real property to a governmental entity pursuant to the authority of NRS 244.281(1)(e)(2) and 277.050 on terms authorized by the Board of County Commissioners (“Board”) without conducting a public auction as otherwise required by NRS 244.283 if the real property is used for a public use and the Board adopts a resolution declaring its intention to lease it, describing the real property to be leased, specifying the lease terms, finding that the lease will be in the best interest of the COUNTY, and setting a time for a public hearing at which objections to the Lease may be made (“Resolution”);

WHEREAS, the Resolution adopted by the Board has been published as required by NRS 277.050;

WHEREAS, it is deemed that the lease of real property hereinafter set forth for a community garden is in the best interest of the COUNTY and its inhabitants; and

NOW, THEREFORE, in consideration of the aforesaid premises, the Parties mutually agree as follows:

1. DESCRIPTION OF PREMISES.

COUNTY will lease to UNCE approximately 10,890 square feet of space at Mountain View Park owned by the COUNTY, as shown on the attached Exhibit “A,” located at 2610 Needles Highway, Laughlin, Clark County, Nevada (“Leased Area”).

2. TERM.

2.1 The term of this Agreement is four (4) years commencing upon approval of this Agreement by the Board and terminating on June 30, 2019 unless extended or sooner terminated as set forth herein.

2.2 In the event COUNTY’s future development of the Leased Area affects UNCE’s use described herein as determined solely by COUNTY, UNCE will relocate at its own expense, but not earlier than after the notice period specified below in Section 10 unless mutually agreed otherwise by the Parties.

3. RENT.

3.1 In consideration of UNCE's provision of valuable services to the Laughlin community, COUNTY agrees to lease the Leased Area to UNCE without requiring the payment of any rent.

4. USE OF THE PREMISES.

4.1 UNCE shall use the Leased Area only for a public use as a community garden. UNCE is solely responsible for adopting and enforcing criteria for nondiscriminatory selection for who may use the individual garden plots. Storage of UNCE's equipment and supplies shall be allowed in an area specifically designated by COUNTY for storage. No other use of the Premises shall be allowed unless prior written consent is obtained from the Director of Real Property Management or his designee (hereinafter referred to as "Director") in his sole discretion.

4.2 UNCE shall observe and enforce all established rules and regulations of COUNTY in connection with UNCE's use of the Leased Area. UNCE shall not use or occupy the Leased Area in violation of any law, covenant, condition, restriction, rule or regulation affecting the Leased Area. Upon notice from COUNTY, UNCE shall immediately discontinue any use of the Leased Area which is declared by any governmental authority having jurisdiction to be a violation of a law, covenant, condition or restriction, rule or regulation.

4.3 UNCE shall not knowingly do or permit to be done anything which will increase the risk of fire or create a hazard on or about the Leased Area, and shall comply with all rules, orders, regulations, requirements and recommendations of COUNTY's risk manager, or any other person or organization performing a similar function.

4.4 UNCE shall not do or permit anything to be done in or about the Leased Area which will in any way obstruct or interfere with the rights of other Mountain View Park users, or injure or annoy them, or use or allow the Leased Area to be used for any unlawful purposes.

4.5 UNCE shall not cause, maintain or permit any nuisance or waste in, on or about the Leased Area.

5. REPAIRS, MAINTENANCE AND ACCESS

5.1 UNCE shall take good care of the Leased Area, any equipment and fixtures therein so the Leased Area does not become unsightly.

5.2 UNCE shall, at its sole cost and expense, repair and maintain any storage building, raised garden beds, fruit trees, irrigation systems, solar powered lights, fences, park benches, picnic tables, composting areas, trash containers and 8-foot barrier around the perimeter of garden and any common areas in good repair and tenantable condition. UNCE'S failure to repair and maintain the Leased Area to COUNTY's satisfaction gives COUNTY the right to terminate this Agreement in accordance with Section 11.

5.3 UNCE shall also be responsible for any repairs which arise out of (a) UNCE's use or occupancy of the Leased Area; (b) the installation, removal, use or operation of UNCE's property; (c) the moving of UNCE's property into or out of the Leased Area; or (d) the act, omission, misuse or negligence of UNCE, its officers, agents, employees or invitees. If UNCE fails to repair any damage to the Leased Area within thirty (30) days of written notice, COUNTY may at its option terminate this Agreement.

5.4 Upon the expiration or earlier termination of this Agreement, UNCE shall return the Leased Area to COUNTY in the same condition as on the date UNCE took possession, except for normal and ordinary wear and tear. Any damage to the Leased Area, including any damage resulting from UNCE's use of the Leased Area or resulting from the removal of UNCE's property from the Leased Area shall be repaired by UNCE at its expense. If UNCE fails to repair any damage to the Leased Area before vacating the Leased Area, UNCE agrees to pay for such repairs performed by COUNTY or its contractor within thirty (30) days of receipt of COUNTY invoice.

5.5 UNCE shall comply with all applicable laws, ordinances and rules of any public authority relating to its use and occupancy of the Leased Area.

5.6 UNCE shall access the Leased Area from the established walking paths only. Any damage to the remainder of the park resulting from UNCE's traveling to and from the Leased Area on any other park property shall be the sole responsibility of UNCE to repair. If after UNCE receives written notice from the COUNTY of repairs and fails to repair any damage within thirty (30) days of notice, UNCE agrees to pay for such repairs performed by COUNTY or its contractor upon receipt of COUNTY invoice.

6. SERVICES AND UTILITIES.

6.1 UNCE shall be responsible for and pay their own utilities and services which may include water, sewer, gas, electricity and normal trash removal.

6.2 UNCE shall be responsible for staffing the Leased Area and shall be responsible for any and all administrative and overhead cost associated with its operations on the Leased Area. UNCE shall provide and pay the cost of all supplies and equipment required for its use of the Leased Area.

7. ALTERATIONS AND IMPROVEMENTS.

7.1 UNCE shall have the right, at its expense, to make any non-structural improvements to the Leased Area, provided (a) UNCE requests permission, in writing, to make such improvements, and provided (b) Director, in his sole discretion, gives written approval of the requested non-structural improvements, and (c) all necessary permits and approvals have been obtained by UNCE.

7.2 UNCE will install their own water line and meter for water usage and pay any and all costs of permits, inspections or other costs associated with installation and or construction of the water line or any additional requirements to obtain any permits necessary for any construction on site. If any of the existing park is damaged by installation of the new line and or meter or any other construction completed by UNCE, UNCE agrees to repair park land to the same or better condition prior to the construction or installation of the line and to contact Facilities Work Order Help Desk at (702) 455-8580 prior to commencing any work as not to damage any existing sprinkling or water lines.

7.3 Upon the termination of this Agreement, UNCE shall have the right, at its expense, to remove any personal property or fixtures which UNCE has installed or placed on the Premises. UNCE shall completely repair, at its expense, any and all damage resulting from such removal as provided above in Section 6.

7.4 All fixtures or other improvements remaining upon relocation, expiration or termination of this Agreement shall be deemed to be the property of COUNTY.

8. INSURANCE.

The Board of Regents is self-insured in accordance with the limitations of NRS 41.0305 to NRS 41.039.

8.1 **Insurance & Indemnification.** The Parties shall be responsible for their own negligence subject to the limitations on liability provided under NRS Chapter 41. The Parties hereto shall carry commercial general liability and workers compensation insurance, or shall self-insure, in accordance with NRS. Such insurance shall be written by a company licensed by the state of Nevada, and shall respond in tort in accordance with NRS Chapter 41. The Parties shall also maintain protection (insurance or approved self-insurance) for liability arising in other legal jurisdictions, including federal courts, in which the statutory tort caps of NRS Chapter 41 would not apply.

9. TERMINATION.

For any reason other than breach of this Agreement as provided for in Section 10 herein, either party may terminate this Agreement upon sixty (60) days written notice to the other party.

10. BREACH.

In the event of UNCE's default or breach of this Agreement, COUNTY shall give UNCE written notice of the breach, UNCE shall have thirty (30) days after receipt of said Notice of Breach to cure the breach, or vacate the Leased Area. UNCE'S failure to cure the breach or vacate the Leased Area within such thirty (30) day period, gives COUNTY the right to immediately retake possession of the Leased Area in compliance with Nevada Law.

11. NOTICES.

All notices, approvals and demands allowed or required to be given under this Agreement shall be in writing and deemed duly served or given if personally delivered or sent by certified or registered U.S. mail, postage prepaid and addressed as follows:

To COUNTY:

Clark County Department of Real Property Management
Attention: Director of Real Property Management
500 S. Grand Central Parkway, 4th Floor
Las Vegas, NV 89155

To UNCE:

University of Nevada Cooperative Extension
Southern Clark-County
Eric Killian, Director
8050 Paradise Road, Suite 100
Las Vegas, NV 89123

12. WAIVER.

COUNTY's failure to enforce or delay in the enforcement of any provision hereof or any right hereunder shall not be construed as a waiver of such provision or right. UNCE's exercise of any right hereunder shall not preclude or prejudice the exercise thereafter of the same or any other right.

13. RELATIONSHIP OF PARTIES.

Nothing contained in this Agreement shall be deemed or construed by the Parties or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any other association between COUNTY and UNCE. No provisions of this Agreement, or any acts of the Parties hereto, shall be deemed to create any relationship between COUNTY and UNCE other than as set forth in this Agreement.

14. REMEDIES CUMULATIVE.

The various rights, options, elections and remedies of COUNTY contained in this Agreement 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 and not expressly waived in this Agreement.

15. GOVERNING LAW.

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

16. ENTIRE AGREEMENT.

This Agreement sets forth the entire understanding and agreement between the Parties hereto and supersedes all previous communications, negotiations and agreements, whether oral or written, with respect to the subject matter hereof. No addition to or modification of this Agreement shall be binding on either party unless reduced to writing and duly executed by or on behalf of the Parties hereto. No representation or statement not expressly contained in this Agreement or in any written, properly executed amendment to this Agreement shall be binding upon COUNTY or UNCE as a warranty or otherwise.

17. ASSIGNMENT AND SUBLEASE.

Any attempt by UNCE to assign any rights or delegate any duties arising from this Agreement or to sublease the Leased Area without the written consent of COUNTY shall be void.

18. THIRD PARTY BENEFICIARY.

This Agreement is not intended to create any rights, powers or interest in any third party; and this Agreement is entered into for the exclusive benefit of the undersigned Parties.

19. NON-DISCRIMINATION.

UNCE shall not unlawfully discriminate against any person in the use of the Leased Area.

IN WITNESS WHEREOF, we have executed this Agreement the day and year first written above.

CLARK COUNTY
SYSTEM OF HIGHER EDUCATION OBO UNIVERSITY OF NEVADA COOPERATIVE
EXTENSION

BOARD OF REGENTS OF NEVADA
SYSTEM OF HIGHER EDUCATION OBO UNIVERSITY OF NEVADA COOPERATIVE
EXTENSION

By _____
Jerome A. Stueve, Director
Real Property Management

By _____
Thomas L. Judy
Associate Vice President
Business and Finance

Approved as to form:
STEVEN B. WOLFSON
DISTRICT ATTORNEY

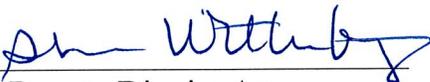
By 
Deputy District Attorney

EXHIBIT "A"

UNCE SITE AT MOUNTAIN VIEW PARK
2610 NEEDLES HIGHWAY, LAUGHLIN, NV
(PORTION OF APN 264-21-601-002)

