

**RESOLUTION OF INTENT TO LEASE CLARK COUNTY-OWNED REAL PROPERTY**  
**Laughlin Community Resource Center**  
**55 Civic Way, Laughlin, Nevada**

**WHEREAS**, County of Clark, a political subdivision of the State of Nevada (“County”), holds fee simple title to the Laughlin Community Resource Center, located at 55 Civic Way, Laughlin, Nevada; and

**WHEREAS**, the Clark County Board of Commissioners (“Board”) finds it desirable to lease ±203 square feet of space (“Premises”) to the University of Nevada Cooperative Extension (“UNCE”) to use for office, 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 the 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, 4<sup>th</sup> Floor, Las Vegas, Nevada, or on Clark County’s website at [http://www.clarkcountynv.gov/depts/real\\_property/Pages/PublicHearings.aspx](http://www.clarkcountynv.gov/depts/real_property/Pages/PublicHearings.aspx)
4. Any objections to the lease shall be heard on August 18, 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 21<sup>st</sup> day of July, 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:   
Deputy District Attorney

## **INTERLOCAL LEASE AGREEMENT BETWEEN PUBLIC AGENCIES**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, 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 office space 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 203 square feet of space in the facility owned by the COUNTY, known as the Laughlin Community Resource Center, Suites 126 and 127 (“Premises”) as shown on the attached Exhibit “A,” located at 55 Civic Way, Laughlin, Clark County, Nevada (“Building”).

### **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 or sooner terminated as set forth herein.

2.2 In the event COUNTY’s future development of the Premises 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 9 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 Premises to UNCE without requiring the payment of any rent.

### **4. USE OF THE PREMISES.**

4.1 UNCE shall use the Premises only for office space. 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 Premises. UNCE shall not use or occupy the Premises in violation of any law, covenant, condition, restriction, rule or regulation affecting the Premises. Upon notice from COUNTY, UNCE shall immediately discontinue any use of the Premises 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 Premises, 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 Premises which will in any way obstruct or interfere with the rights of other leases or occupants of the Building, or injure or annoy them, or use or allow the Premises 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 Premises.

4.6 UNCE shall not conduct any activity on the premises which may be construed as recruiting potential students for University of Nevada, Reno.

## **5. REPAIRS, MAINTENANCE AND ACCESS.**

5.1 UNCE shall take good care of the Premises, any equipment and fixtures therein and shall notify the COUNTY promptly if something is not in working order, condition or repair.

5.2 UNCE shall, at its sole cost and expense, repair and maintain the Building, heating, air conditioning equipment, interior and exterior walls, exterior roof, cement-embedded or sub-surface accessible and non-accessible plumbing serving the Premises, sidewalks, driveways, landscaping and parking lots, fixtures in common areas, and appurtenances furnished in common areas by COUNTY under this Agreement, in good repair and tenantable condition, except that UNCE shall reimburse COUNTY, for any costs incurred by COUNTY in repair and maintenance of damage to said portions caused by the intentional or negligent acts of UNCE, its officers, agents or employees. UNCE'S failure to repair and maintain the Premises to COUNTY'S satisfaction gives COUNTY the right to terminate this Agreement in accordance with Section 9.

5.3 UNCE shall also be responsible for any repairs which arise out of (a) UNCE's use or occupancy of the Premises; (b) the installation, removal, use or operation of UNCE's property; (c) the moving of UNCE's property into or out of the Premises; 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 Premises 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 Premises 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 Premises, including any damage resulting from UNCE's use of the Premises or resulting from the removal of UNCE's property from the Premises shall be repaired by UNCE at its expense. If UNCE fails to repair any damage to the Premises before vacating the Premises, 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 Nevada laws, ordinances and rules of any public authority relating to its use and occupancy of the Premises.

## **6. SERVICES AND UTILITIES.**

6.1 COUNTY shall provide, at no additional cost to UNCE, the following utilities and services: water, sewer, gas, electricity and normal trash removal.

6.2 UNCE shall be responsible to provide janitorial services and shall pay for installation and charges for telephone. UNCE shall be responsible for staffing the Premises and shall be responsible for any and all administrative and overhead cost associated with its operations on the Premises. UNCE shall provide and pay the cost of all supplies and equipment required for its use of the Premises.

## **7. ALTERATIONS AND IMPROVEMENTS.**

7.1 UNCE shall have the right, at its expense, to make any non-structural improvements to the Premises, 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 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 5.

7.3 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 Premises. UNCE'S failure to cure the breach or vacate the Premises within such thirty (30) day period, gives COUNTY the right to immediately retake possession of the Premises 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 Laughlin  
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 Premises 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 Premises.

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

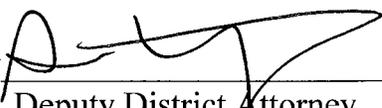
BOARD OF REGENTS OF NEVADA  
SYSTEM OF HIGHER EDUCATION  
OBO UNIVERSITY OF NEVADA  
COOPERATIVE EXTENSION

CLARK COUNTY

By \_\_\_\_\_  
Jerome A. Stueve, Director  
Real Property Management

By  \_\_\_\_\_ 6/16/15  
Thomas L. Judy  
Associate Vice President  
Business and Finance

Approved as to form:  
STEVEN B. WOLFSON  
DISTRICT ATTORNEY

By  \_\_\_\_\_  
Deputy District Attorney



Building: **LAUGHLIN COMMUNITY RESOURCE CENTER**  
 55 CIVIC WAY, LAUGHLIN 89029

Title: **FLOOR PLAN**

Sheet: **1**

Scale: **NOT TO SCALE**

**EXHIBIT A**

Date: **1/21/2010**

