LEASE AGREEMENT
BETWEEN
BOULDER CITY
AND
CLARK COUNTY

This Lease is made and entered into this ___ day of ______, 2011, by and between
BOULDER CITY (hereinafter “Lessor”) and CLARK COUNTY (hereinafter “County”), both of
which are political subdivisions of the State of Nevada.

WITNESSETH:

This Lease is made upon the following terms, conditions and covenants, to which the
parties agree:

1. Premises.

   Lessor owns the Boulder City Court complex located at 501 Avenue G, Boulder City,
   Nevada and commonly described as Assessor’s Parcel Number 186-09-510-006 (the “Lessor’s
   Property”). Lessor hereby leases to County, and County hereby leases from Lessor those portions
   of Lessor’s Property (the “Premises”) described as follows:

   The Lessor is currently leasing to County approximately 1,088 square feet of office
   space (the “Existing Site”) for daily exclusive use and approximately 1,352 square feet of
   courtroom space, each Tuesday afternoon, within the Lessor’s Property as depicted on Exhibit
   “A”, attached hereto and made a part hereof.

   Upon completion of the Tenant Improvements (as defined below), the County will
   relocate from the Existing Site into approximately 1340 square feet of new office space (the
   “New Site”). The County will continue to use the approximately 1,352 square feet of courtroom
   space each Tuesday afternoon. The County shall also have access to the secured restrooms and
   conference rooms within the Municipal Court Building at all times.

2. Term.

   2.1 Initial Term. The term of this Lease shall commence on the latest date this
   agreement has been approved and executed by both parties (“Commencement Date”) and shall
   expire ten (10) years from the date the Tenant Improvements (as defined below) have been
   completed on the New Site, and the County receives the Certificate of Occupancy, unless
   terminated earlier pursuant to paragraph 4 below. The County will send the Lessor a letter
notifying the Lessor that the County is in receipt of the Certificate of Occupancy memorializing the “Commencement Date”.

2.2 Extended Term. County may, at its option, extend this Lease for two (2) additional five (5)-year periods, under the same terms and conditions as the Initial Term. County will notify the Lessor at least two (2) months prior to the end of the Initial or Extended Terms of its desire to exercise the option to extend.

3. Purpose.

3.1 County agrees to use and occupy the Premises during the term of this Lease for the purpose of operation of the Boulder City Township Justice Court and Constable’s Office and for no other purpose or purposes without the written consent of Lessor. County 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 lessees or occupants of the Lessor’s Property.


4.1 The County, as a local governmental entity, is subject to the requirements of NRS 244.230 and NRS 354.626, which require County to budget annually for its expenses and which prohibit County from obligating itself to expend money or incur liability in excess of the amounts appropriated for a particular function or purpose. All County’s financial obligations under this Lease are subject to those statutory requirements and subparagraphs 4.2 and 4.3 below (hereinafter “Fund Out Clause”).

4.2 Notwithstanding the monetary obligations of this Lease, the total amount of County’s payment obligations hereunder for any fiscal year shall not exceed the amounts that County has appropriated for rent, maintenance of space and related liabilities for the Boulder Township City Justice Court and Constable’s Office and associated office space. County reasonably believes that sufficient funds can be obtained for this Lease from the budget for the fiscal years covered by the term of this Lease, and tenant County department or Department of Real Property Management staff shall take all appropriate actions to obtain funding for each fiscal year to satisfy County’s financial obligations under this Lease.

4.3 Notwithstanding the monetary obligations of this Lease, this Lease shall terminate and County’s liability and payment obligations hereunder shall be extinguished at the end of the fiscal year (June 30) in which the County’s governing body fails to appropriate monies for the ensuing year for the payment of all amounts which will then become due.
5. **Monthly Rental Amount.**

5.1 Subject to the Fund Out Clause, County agrees to pay, on the first day of each calendar month, the monthly rental amount of ONE THOUSAND FIVE HUNDRED EIGHTY SIX AND 00/100 DOLLARS ($1,586.00) throughout the term of this Lease.

5.2 The base rent set forth in subparagraph 5.1 will be adjusted annually beginning on the first anniversary of the Commencement Date and each subsequent anniversary during the initial term and any extended terms based on the change in the Consumer Price Index (CPI).

5.3 In the event the term of this Lease commences other than on the first day of a calendar month, or if the termination date is not the last day of a month, a prorated monthly amount shall be paid for the fractional month during which this Lease commences and/or terminates. Payment of rent shall be made by County to Lessor at the address listed in paragraph 16 below. At the beginning of each month Lessor shall bill the County at the following address:

Clark County Real Property Management  
Attn: Letty Snyder  
500 S. Grand Central Parkway, 4th Floor  
P.O. 551825  
Las Vegas, NV 89155-1825

6. **Security Deposit.**

Lessor hereby waives payment of any security deposit.

7. **Utilities and Services.**

7.1 Lessor shall provide, at no additional cost to County, the following utilities and services: electricity, water, gas, sewer, and normal trash removal.

7.2 For any utilities or services not enumerated above in subparagraph 7.1, County shall subscribe to or arrange for and pay directly for such services to the appropriate public utility or other provider, subject to the Fund Out Clause. The Boulder City Township Justice Court and the Constable’s Office shall be responsible for the payment of security alarm services and janitorial services.

8. **Alterations, Additions or Improvements to Premises.**

8.1 The Lessor will construct an addition of approximately 1340 square feet within the Lessor’s Property (New Site) as depicted in Exhibit “A” according to the preliminary space plan depicted in Exhibit “B” unless otherwise mutually agreed by the parties. Lessor
AGREEMENT NO. 11-1351

agrees to perform the work described in Exhibits “B” and “C”, attached hereto and incorporated herein by reference (hereinafter “Tenant Improvements”), at a cost (hereinafter the “Total Tenant Improvement Costs”) not to exceed FOUR HUNDRED TWENTY THOUSAND AND 00/100 DOLLARS ($420,000.00). Within thirty (30) days after this Lease is fully executed, the Lessor shall provide to the County, for its approval, a final space plan and final estimate of the Total Tenant Improvement Costs based on a signed contract with the contractor. Any change to the space plan and Total Tenant Improvement Costs requires the approval of both parties. Upon termination of the Tenant Improvements, which time should not be later than October 1, 2011, the County will relocate from the Existing Site into the New Site. The County will continue to use approximately 1,352 square feet of courtroom space, each Tuesday afternoon.

8.2 County shall not, without Lessor’s prior written consent, make any alterations, additions or improvements to or on the Premises.

9. Repairs and Maintenance.

9.1 County, at its sole expense, subject to the Fund Out Clause, shall repair and maintain all equipment and trade fixtures furnished by County, in good, safe and sanitary condition, and shall have no obligation to repair those portions of the Lessor’s Property and Premises which Lessor is obligated to or agrees to maintain and repair as set forth in subsection 9.2 below.

9.2 Lessor shall, at its sole expense, repair and maintain the Lessor’s Property and Premises, including the heating and 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 and appurtenances furnished by Lessor under this Lease, in good repair and tenantable condition, except that County shall reimburse Lessor, subject to the Fund Out Clause and liability limitations in NRS Chapter 41, for any costs incurred by Lessor in repair and maintenance of damage to said portions caused by the intentional or negligent acts of County, its officers, or employees. Lessor shall also be responsible for compliance with current fire department regulations, inspections, maintenance of fire-suppression facilities and applicable fees, all applicable federal, state, and local law and ordinances.

9.3 Lessor shall not be liable to County for any damage, injury, or expense incurred by County that is caused by Lessor’s failure to repair or maintain the portions of the Premises described in subparagraph 9.2 hereinabove, unless County has given Lessor written notice of the need to repair said portions and Lessor has failed to make said repairs within thirty (30) days after receiving written notice. Should Lessor fail to perform its maintenance and repair responsibilities within said period, County may, but is not obligated to, provide maintenance and make repairs thereon and thereto which it deems necessary in the sole discretion of the Director of the Clark County Department of Real Property Management (the “Director”), charging the same to the expense of Lessor. In case of an emergency, County is not obligated to give Lessor
notice and may provide such maintenance and repairs as County deems necessary, charging the actual cost thereof to the expense of Lessor. An event which constitutes an emergency shall be determined solely in the discretion of the Director. Any maintenance or repair expenses paid by the County may be either charged to Lessor or deducted from County’s rental payment at the County’s option.

9.4 In the event the Lessor fails to perform any service, to provide any item, to provide repairs or maintenance as provided in subparagraph 9.2 and 9.3 hereinafore, or to provide any requirement of this Lease, County may perform the service, provide the item, make the repair, provide the maintenance or meet the requirement, either directly or through a contract. County shall deduct any costs incurred for such services or items, including administrative costs, from the rental payments.

10. County’s Liability Insurance.

County is self-insured and shall provide Lessor with proof of County’s coverage, if requested by Lessor, upon approval of this Lease by County’s governing board.

11. Parking Space(s).

At no additional cost to County, Lessor shall provide parking spaces adjacent to the Premises for County visitors and employees.

12. Rules and Regulations.

County shall, to the extent it has the legal authority to do so, and subject to the Fund Out Clause, comply with the reasonable rules and regulations adopted by Lessor from time to time and all modifications or any additions thereto from time to time put into effect by Lessor.


If the Lessor’s Property or the Premises are partially or totally destroyed by fire or other casualty so that the Premises are untenantable as determined by County, the County may terminate this Lease upon fifteen (15) calendar days written notice to the Lessor and no further payments of base rent shall be due hereunder.

14. Amendment or Modification.

This Lease constitutes the entire agreement between the parties and may be amended or modified only with the mutual consent of the parties hereto, which amendment or modification must be in writing, executed and dated by the parties hereto, and approved by the County’s governing board.
15. Assignment or Sublease.

15.1 In the event Lessor sells or refinances the Lessor’s Property, the Director or her designee shall have the authority and discretion, on behalf of the County, to consent to any assignment, and to execute subordination and attornment agreements, estoppel certificates and other documents as requested by Lessor related to change of ownership or financing.

15.2 County shall not sublet the whole or any part of the Premises without the written consent of Lessor, which consent shall not be unreasonably withheld.


Any notice required to be given hereunder shall be deemed effective when received by the party to whom it is directed. All such notices shall be in writing and may be delivered in person by one party to the other party at the Premises, or may be sent by certified mail, return receipt requested, to the other party at its respective address set forth below, or to such other address as may hereafter be designated by either party in writing:

**LENDER:** Real Estate Office  
Boulder City  
P.O. Box 61350  
Boulder City, Nevada 89006-1212  
Telephone 702-293-9250  
Fax: 702-293-9433

**COUNTY:** Clark County Real Property Management  
c/o Director of Real Property Management  
500 Grand Central Parkway, 4th Floor  
PO Box 551825  
Las Vegas, NV  89155-1825

17. Nevada Law.

The validity, construction, interpretation and effect of this Lease shall be governed by the laws of the State of Nevada, and any dispute or legal proceeding is subject to the jurisdiction of the state courts in the State of Nevada.

18. Covenant of Quiet Enjoyment.

Lessor represents that if County performs all its obligations under this Lease, County shall have and enjoy throughout the term of this Lease the quiet and undisturbed enjoyment of the Premises.
19. **Prior Approval of Governing Boards.**

This Lease is contingent upon prior approval by the Clark County Board of Commissioners and Boulder City Council and is not binding upon the parties hereto or effective until such approval has been obtained.

20. **Liability of County and Lessor.**

20.1 Lessor shall not be liable to County for any damage to County’s property, or for damage or injury to persons or property arising under this Lease, except Lessor shall be liable to County as provided in subparagraph 9.3 hereinabove, and for damage or injury to County resulting from negligent or intentional acts or omissions of the Lessor or its authorized representative arising under this Lease.

20.2 County shall not be liable to Lessor for any damage to Lessor’s Property, or for damages to persons or property arising under this Lease, except County shall be liable to Lessor as provided in subparagraph 9.2 hereinabove, and for damage or injury to Lessor resulting from negligent or intentional acts or omissions of County, its officers and employees arising under this Lease, subject to the Fund Out Clause and the liability limitations in NRS chapter 41.

21. **Structural Compliance with the Americans with Disabilities Act.**

Lessor shall be responsible to guarantee that the Premises is structurally compliant with the Americans with Disabilities Act (ADA), within sixty (60) calendar days of the Commencement Date of this Lease. In the event that any required structural changes are not made within that time to bring the Premises into compliance with the ADA, the County shall make such changes as to comply with the ADA, and shall deduct the cost of those changes from rent payments until the County is reimbursed in full for the cost of said changes.

IN WITNESS WHEREOF, the parties have executed this Lease the day and year first above written.

**County:**
CLARK COUNTY

**Lessor:**
CITY OF BOULDER CITY, NEVADA

By ___________________________ By ___________________________
Carel Carter, Director Vicki G. Mayes, MMC
Real Property Management City Manager
AGREEMENT NO. 11-1351

ATTEST:

Lorene Krumm, City Clerk

Approved as to form:

Deputy District Attorney

Approved as to form:

City Attorney

EXHIBIT “A”: LESSOR’S PROPERTY
EXHIBIT “B”: FLOOR PLAN (TENANT IMPROVEMENTS)
EXHIBIT “C”: ESTIMATE OF TENANT IMPROVEMENTS
RAFI and Palmetto Construction, Inc. are pleased to submit a cost of $324,772.19 for design and construction of the Boulder City Municipal Court Addition. Please see below for a detailed cost breakdown.

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<th>Discipline</th>
<th>Base Bid</th>
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<td>General Requirements</td>
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<td>2 - Sitework</td>
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