FIRST AMENDMENT TO INTERLOCAL AGREEMENT
FOR USE OF THE MESQUITE JUSTICE FACILITY

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR USE OF THE
MESQUITE JUSTICE FACILITY (hereinafter “First Amendment”) is made by and between
the CITY OF MESQUITE, NEVADA, a Political Subdivision of the State of Nevada
(hereinafter referred to as “LESSOR”), and CLARK COUNTY, NEVADA, a Political
Subdivision of the State of Nevada (hereinafter referred to as “LESSEE”), hereinafter
collectively referred to as “the Parties” and is legally effective when signed by both Parties.

RECITALS

WHEREAS, on or about August 20, 2002, LESSOR and LESSEE entered into an Interlocal
Lease Agreement whereby LESSOR agreed to lease certain shared and certain exclusive use
space to LESSOR for the Mesquite Township Justice Court and other County services in the
Mesquite Justice Facility located at 500 Hillside Drive in the City of Mesquite in Clark County,
Nevada (hereinafter “the Building”); and

WHEREAS, on June 28, 2012, LESSEE exercised its option to extend the Interlocal Lease
Agreement and lease term for five (5) years through August 31, 2017; and

WHEREAS, the Interlocal Lease Agreement between the Parties provides that it may be
modified by their respective governing bodies and requires that such modification must be
evidenced by a written addendum; and

WHEREAS, the Interlocal Lease Agreement provided for a ±1,500 square foot addition to the
Building to be constructed by LESSOR after the Parties entered into the agreement and to be
used exclusively by LESSEE (hereinafter the “Addition” or “New Addition”); and

WHEREAS, the Addition constructed by LESSOR in 2003 is more accurately displayed in
Exhibit “1” to this First Amendment; and

WHEREAS, the Parties wish to modify their respective rights with respect to use of the Addition
and to substitute Exhibit “1” to this First Amendment for Exhibit “A” to the Interlocal Lease
Agreement and to extend the term of the Lease; and

WHEREAS, the Parties also wish to provide for the replacement of LESSEE’s telephones and
installation of the associated telephone lines into LESSOR’S telephone system.
NOW, THEREFORE in consideration of the mutual promises, covenants and stipulations contained in this First Amendment, the Parties hereto agree to amend the Interlocal Lease Agreement as follows:

AMENDMENTS

1. Exhibit “A” to the Interlocal Lease Agreement is hereby deleted and replaced in its entirety with Exhibit “1” attached to this First Amendment and incorporated herein by reference.

2. Section 1 of the Interlocal Lease Agreement is amended to read in full as follows:

   “LESSOR shall lease to LESSEE a portion of the office space within the Building, consisting of a new ±1,500 square foot addition constructed by LESSOR, as further described in Section 10 below (hereinafter “the Addition” or “the New Addition”). LESSOR further agrees to allow LESSEE to share with LESSOR the use of the existing public areas, the existing courtroom in the Building, and the area labeled “Jury/Multi-Purpose” in Exhibit “B” to this Interlocal Lease Agreement. The Addition and existing shared space are shown on Exhibits “1,” “A-1,” and “B,” which are attached hereto and incorporated herein by reference (hereinafter the “Premises”).”

3. Section 10 of the Interlocal Lease Agreement is amended to read in full as follows:

   “LESSOR has constructed, at no cost to LESSEE, an addition to the Building consisting of approximately ±1,500 square feet (hereinafter “the Addition”). The Addition may be used for judicial chambers, a reception area, staff office space, storage, employee bathrooms, and a lobby. Except as otherwise provided below, the Addition shall be for the exclusive use and quiet enjoyment of LESSEE, provided that LESSEE performs all its obligations hereunder.

   Notwithstanding the foregoing, LESSOR’s municipal court staff shall have access to the Addition for the purpose of using the employee bathrooms in the Addition at any time.

   Notwithstanding the foregoing, LESSOR, at its sole option, and upon thirty (30) days written notice to LESSEE, shall have unlimited access to and the exclusive use of the judicial chambers in the Addition labeled in Exhibit “1” as “Chambers for Future Municipal Court Use” during the duration of this Interlocal Lease Agreement.”
4. Section 8 of the Interlocal Lease Agreement is amended to add the following sentence:

"LESSOR will replace all four (4) of LESSEE’s telephones with equipment comparable to LESSOR’s existing telephone system. Furthermore, LESSOR will connect LESSEE’s new telephones into LESSOR’s telephone line system. LESSEE will pay LESSOR Seventy Five and no/100 Dollars ($75.00) per month to cover the cost of the four (4) telephones and lines, telephone support, long distance charges, and the replacement of one (1) telephone."

5. Section 2 of the Interlocal Lease Agreement is amended to read in full as follow:

“The term of this Lease shall commence on the day this First Amendment is approved by both Parties (the "Commencement Date") and shall expire five (5) years after the Commencement Date."

6. Section 3 of the Interlocal Lease Agreement is amended to read in full as follow:

“LESSEE may, at its option, extend the term of this Lease for five (5) additional one (1) year periods under the same term and conditions as the initial term of the Lease. LESSEE shall notify the LESSOR ninety (90) days prior to the end of the prior Lease term of its desire to exercise the option to extend.”

7. Except as expressly amended in this First Amendment, the Interlocal Lease Agreement shall remain in full force and effect.

[SIGNATURES APPEAR ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be signed and executed and duly attested by the Mesquite City Clerk. This First Amendment has been signed in duplicate on the date or dates set forth opposite the signature of each party.

CITY OF MESQUITE

Mark Wier, Mayor

Dated:

Attest:

Cherry Lawson
City Clerk, City of Mesquite

Approved as to form:

Cheryl Truman Hunt
City Attorney, City of Mesquite

CLARK COUNTY

Jerome A. Stueve, Director
Department of Real Property Management

Dated:

Attest:

Diana Alba
County Clerk

Approved as to form:

Steven B. Wolfson, Clark County District Attorney

By Leslie A. Nielsen
Deputy District Attorney
Exhibit "1"

Chambers for the future Municipal Court.