

## LEASE

This Lease (the "Lease") is made effective as of the \_\_\_\_\_ (the "Effective Date") by and between the City of North Las Vegas, a Nevada municipal corporation (the "City") and Leadership Institute of Nevada, a Nevada non-profit corporation (the "Tenant").

### RECITALS

A. The City owns certain real property located at 2250 Las Vegas Boulevard North, North Las Vegas, Nevada 89030 ("City Hall").

B. Tenant has expressed a desire to lease office space on the sixth floor of City Hall.

C. The City has determined that it is in the best interests of its citizens to permit Tenant to use certain portions of City Hall to conduct its operations as set forth under the terms and conditions of this Lease.

IN CONSIDERATION of the mutual covenants contained in this Lease and for other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

### AGREEMENT

1. Lease. The City leases to Tenant certain portions of City Hall, as more particularly described below and shown on the attached Exhibit A (collectively, the "Premises"):

1.1. Tenant shall lease approximately Two Thousand, Six Hundred Forty-Five square feet (2,645 ft<sup>2</sup>) on the sixth floor of City Hall, as depicted in Exhibit A, comprised of a reception area, small workroom, large workroom, two cubicles, seven offices, and use of the common areas, including the hallways, restrooms, wellness center, and sixth floor break rooms. Tenant may use designated conference rooms, City Council chambers, and public spaces, when available, by advanced request to and coordination with City staff and after receiving written approval by the City Manager. If such requested use is for dates and times outside of the City's normal business hours, Tenant shall cover the cost of security and any Information Technology personnel that may be needed.

1.2. Tenant will not be permitted to remove the existing furniture in the Premises and the space will be leased "as is" except as identified in this Lease. The City shall retain ownership of furniture, furnishings and fixtures. Tenant agrees all existing built-in furniture remains on Premises. Tenant and City staff will walk the Premises to determine which movable furniture can remain.

1.3. The City shall provide name identification signage on the first floor directory upon request by Tenant.

2. Term and Renewal.

2.1. The term of this Lease shall commence on August 1, 2022 and shall continue for three (3) years, unless earlier terminated as provided herein (the "Term").

2.2. The City shall deliver possession of the Premises to Tenant on August 1, 2022.

2.3. Unless earlier terminated as provided herein, at the expiration of the Term, Tenant shall be entitled to two (2) renewal terms of twelve (12) months each, under the terms and conditions set forth by the City, including, without limitation, an adjustment to the rent. Tenant shall provide prior written notice to the City at least one hundred and twenty (120) days prior to the expiration of the Term as to whether Tenant intends to renew this Lease, so that the City may provide the terms and conditions of such renewal term.

3. Rent Payments.

3.1. Tenant shall pay Rent to the City without any prior demands, deductions or set-offs whatsoever. During the first year of the Term, the monthly rent shall be Seven Thousand, Ninety-Nine Dollars and 18/100 (\$7,099.18) for a total of Eighty-Five Thousand, One Hundred Ninety Dollars and 16/100 (\$85,190.16) for the first year. After the first year of the Term, the rent shall increase by 3% annually. During the second year of the Term, the monthly rent shall be Seven Thousand, Three Hundred Twenty-Five Dollars and 06/100 (\$7,325.06) for a total of Eighty-Seven Thousand, Nine Hundred Dollars and 72/100 (\$87,900.72) for the second year. During the third year of the Term, the monthly rent shall be Seven Thousand, Five Hundred Fifty Dollars and 95/100 (\$7,550.95) for a total of Ninety Thousand, Six Hundred Eleven Dollars and 40/100 (\$90,611.40) for the third year. Should this Lease be renewed after the Term, the Rent shall be negotiated prior to the beginning of the renewal term. All of the payments and any other payment obligations of Tenant described anywhere else in this Agreement, shall be considered "Rent" pursuant to the provisions of Nevada law.

3.2. Commencing on August 1, 2022 and continuing every month thereafter, each of the Rent payments shall be payable in advance on the first (1st) day of each calendar month. Tenant shall remit the monthly rent payment to the City's Finance Department in City Hall, 2250 Las Vegas Boulevard, N., Suite 700.

3.3 The parties acknowledge and agree that the Rent payments set forth in Section 3.1 shall cover Tenant's share of utility costs, light janitorial services, use of common areas, security personnel from 7:30 a.m. to 7:00 p.m. Monday through Friday, and parking as more particularly described herein. Notwithstanding the foregoing, Tenant shall be solely responsible for the cost and expenses of telephone, internet service connection and usage fees, and computer installation and usage.

3.4. Prior to moving into the Premises, Tenant will pay a security deposit in the amount of Seven Thousand, Ninety-Nine Dollars and 18/100 (\$7,099.18).

4. Late Charges. If Tenant fails to pay any installment of Rent within fifteen (15) days of the due date, Tenant shall pay the City a late payment charge equal to five percent (5%) of any overdue amount (“Late Charge”). The parties acknowledge that the Late Charge is a fair and reasonable amount to compensate the City in the event of a late payment.

5. Acceptance of the Premises. Tenant has had the full opportunity to inspect and approve the condition of the Premises. Other than the Tenant Improvements described below in Section 14, Tenant accepts the Premises in its current condition, “as-is”, “where is” and with all faults. The City shall not be responsible for improvements of any type on the Premises. During the Term and any renewal term of this Lease, Tenant agrees to maintain the Premises in the same or better condition as of the Commencement Date, at Tenant’s sole cost and expense.

6. Permitted Use.

6.1. Tenant shall only use the Premises as administrative offices for Tenant’s personnel and its customers. Tenant shall not use the Premises for any other use without the prior written consent of the City. Tenant may request the use of additional meeting space within City Hall by contacting City Staff and reserving such space in accordance with City policies.

6.2. Tenant shall not hold any community events or other public events on the Premises or on any portion of City Hall without prior written consent of the City.

6.3. Tenant shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises, properties or any other portion of City Hall.

6.4. Tenant shall not disturb, solicit, or canvass any occupant of City Hall and shall cooperate with the City to prevent the same.

6.5. The Premises shall be open to the general public Monday through Friday, 8:00am PST to 5:45pm PST. Tenant shall have access to the Premises on Monday through Friday from 7:30am PST to 7:00pm PST, unless otherwise approved by the City Manager. Tenant may use designated conference rooms, City Council chambers, and public spaces, when available, by advanced request to and coordination with City staff and after receiving written approval by the City Manager. If such requested use is for dates and times outside of the City’s normal business hours, Tenant shall cover the cost of security and any Information Technology personnel that may be needed. The City shall provide security access cards for the Tenant’s employees at a cost to the Tenant of Fifteen Dollars and 00/100 (\$15.00) for each security access card needed for its personnel. Lost security access cards will be replaced at a cost to Tenant of Twenty-Five Dollars and 00/100 (\$25.00) for each card. Tenant shall designate one person to serve as a liaison to communicate with the City regarding the Premises, including, without limitation, to request security access cards, to plan lock changes and to request building maintenance assistance.

6.6. Tenant shall comply with all City rules, regulations and policies currently in effect or which the City may hereafter adopt for the safety, care and orderly operation of the

Premises and for the benefit and comfort of other occupants of the Premises. The City shall make available to Tenant a copy of the current and applicable rules, regulations and policies in effect as of the Effective Date. The City will provide written notice of any changes or additions to the rules, regulations, and policies that will impact the Premises.

6.7. Tenant may use all appliances, furniture and furnishings owned by the City in the Premises during the term of this Lease, and any renewal term of this Lease. Any additional appliances, furniture, fixtures and equipment necessary for Tenant's intended use of the Premises shall be provided by Tenant, at its sole cost and expense; provided, however, that Tenant shall obtain the City's written approval prior to installing any appliances not otherwise addressed in this Lease. The City provides no warranty for, nor will it replace, any appliances during the term.

6.8. Tenant shall, at its cost, maintain all licenses and permits necessary for Tenant to continue operation of its business, including a North Las Vegas business license.

7. Taxes. Tenant shall promptly pay and discharge when due all taxes, assessments and other governmental charges, if any, levied on or attributable to personal property located upon the Premises, or Tenant's use of the Premises. The City shall promptly pay and discharge when due all taxes, assessments and other governmental charges for any utilities or services serving the Premises.

8. City's Insurance. At City's expense, the City shall maintain a self-insurance retention in such an amount to afford the City adequate protection of City Hall. Any proceeds of such insurance shall be the sole property of the City to use as the City determines, in its sole discretion.

9. Tenant's Insurance. During the term of this Lease, Tenant shall obtain and keep in force at its own expense, the following insurances: (a) Workers' Compensation Insurance as required by applicable legal requirements, covering all persons employed in connection with the matters contemplated hereunder and with respect to whom death or injury claims could be asserted against City or Tenant, (b) Commercial General Liability (bodily injury and property damage) insurance in a policy limit of not less than \$2,000,000 for combined single limit per occurrence, and (c) Property Insurance against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision. Such Commercial General Liability insurance policy shall be endorsed as to include the City as an additional insured.

9.1. Certificates of insurance indicating that such insurance is in effect shall be delivered to the City before the Effective Date of this Lease. If Tenant is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the Commencement Date of this Lease, and the certificate of insurance shall state that coverage is claims-made and the retroactive date. It is further agreed that Tenant shall provide the City with 30-day advance written notice of policy cancellation of any insurance policy required to be maintained by Tenant.

9.2. All insurance policies required hereunder, and all renewals thereof, shall be provided by a company or companies authorized to do business in Nevada and having a A.M. Best rating of A+ or higher, and shall expressly: (a) provide that such policies shall not be cancelled or altered without thirty (30) days' prior written notice to the City, (b) waive subrogation against the City, its officers, agents, servants and employees, (c) provide that they are primary and noncontributing with any insurance which City may carry, (d) include or be endorsed to cover Tenant's contractual liability to the City, (e) be signed by a person authorized by that insurer and licensed by the State of Nevada and (f) disclose all deductibles and self-insured retentions in the certificate of insurance. No deductible or self-insured retention may exceed \$250,000 without the written approval of the City.

10. Utilities. The City warrants that the existing electrical and plumbing systems on the Premises shall be in good working order at the commencement of the Term of this Lease. Tenant has satisfied itself as to the adequacy of any City-owned utility equipment and the quantity of telephone lines and other service connections to the Premises available for Tenant's use. Tenant shall make all arrangements for, and pay directly all costs of telephone service on the Premises and data/internet service to the Premises. The City shall make all arrangements for any additional utility services supplied to the Premises, including without limitation, water, waste water, gas, heat, air conditioning, electrical service, sewer and trash, the proportionate share of these costs are included in the Rent.

11. Maintenance and Condition. Tenant shall keep the Premises clean, safe, and in as good order and repair as the Premises during the term of this Lease. Tenant shall use the Premises in a reasonable manner. Tenant shall pay for all damage to the Premises and repairs required due to any act or negligence of Tenant, its employees or agents. Tenant agrees to maintain and repair the Premises in compliance with all laws, ordinances, and regulations.

12. Security. The City agrees to provide limited security services for the Premises to the common areas of City Hall and the parking area on Monday through Friday from 7:30 am PST to 7:00 pm PST, the proportionate share of these costs has been included in the Rent. Tenant shall not secure any additional security services unless Tenant obtains prior written approval from the City Manager.

13. Limited Janitorial Services. Tenant shall be entitled to limited janitorial services of the Premises, including daily cleaning of restrooms, daily cleaning of sixth floor break room, vacuuming of Premises upon a schedule determined by the City, and daily removal of all trash deposited into the large bins in the sixth floor break room. Tenant personnel shall be responsible for all personal work area trash collection. The City's janitorial service does not include emptying trash containers within Tenant's office space.

14. Tenant Improvements.

14.1. The City has authorized certain one-time improvements to the Premises for the installation of a door to enclose the large conference room near the reception desk and the installation of a wall to secure Tenant's office space (near office 619) according to the Proposal from Yack Construction, Inc., which outlines the proposed scope of work, and which was

provided by Tenant to the City. The costs for such improvements are the responsibility of the Tenant.

14.2. Tenant shall not paint or deface the Premises, or make any further alterations, additions, or improvements other than as described in Section 14.1 without obtaining the prior written consent of the City. Prior to any improvements, Tenant must provide the City with plans and work with the City's Building Maintenance Division on any such plans, and Tenant shall be responsible for the costs of such improvements, if approved by the City. The City has the discretion to approve or deny any requests for alterations, additions, or improvements. Unless otherwise agreed to in writing, all alterations, additions, and improvements shall become the property of the City and shall remain on the Premises at the expiration or termination of this Lease.

14.2. The City shall not provide any exterior signage on City Hall from the Tenant. The City shall provide interior signage in City Hall for Tenant to the same extent provided for other City departments. Tenant shall have the option to install temporary signage to identify their location and services within their lease space. Such signage shall be placed in a mutually agreed upon space.

15. Parking. Tenant's personnel are entitled to use the employee parking areas (non-customer identified parking) adjacent to City Hall. Tenant will not have any designated parking spaces. All parking spaces shall be used on a first come, first served basis. Neither Tenant nor its personnel will leave any vehicles overnight in the parking areas adjacent to City Hall.

16. Hazardous Materials Prohibited. Tenant shall not use the Premises, nor permit the Premises to be used, for storing, disposing of, or treating any hazardous substances, hazardous waste, regulated substance, radioactive waste, solid waste as defined by the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.*; the Toxic Substance Control Act, 15 U.S.C. § 2601 *et seq.*, the Federal Hazardous Substances Act, 15 U.S.C. § 1261 *et seq.*; The Occupational Safety and Health Act, 29 U.S.C. § 651 *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 *et seq.*; NRS Ch. 444; and NRS Ch 459.

17. Brokers. The City and Tenant each warrant to the other that it has not dealt with any broker or agent in connection with this Lease.

18. Loss or Damage. Unless caused by the negligence or intentional act or omission of the City or its employees or agents, the City shall not be liable for any loss, damage or theft of any property of Tenant or others kept or stored in or about the Premises.

19. Indemnification. Notwithstanding any of the insurance requirements set forth herein or limits of liability set forth therein, Tenant shall defend, protect, indemnify and hold harmless the City, and its officers, agents, employees, and invitees from any liabilities, claims, damages, losses, expenses, proceedings, suits, actions, decrees, judgments, reasonable attorney fees, and court costs which the City suffers, or its officers, agents or employees suffer, as a result

of, or arising out of, the negligent or intentional acts or omissions of Tenant, its subcontractors, agents, and employees, or anyone employed by any of them, in Tenant's use of the Property, its obligations under this Lease, or its breach of any conditions of this Lease. This Section 19 shall survive the termination or expiration of this Lease until such time as the applicable statutes of limitation expire.

20. Default. Tenant shall be in default of this Lease upon the occurrence of any one of the following events:

20.1. Failure to pay any installment of Rent or any other amount required herein which shall continue for thirty (30) days after the same is due; or

20.2. Failure to perform or observe any other covenant, term or condition of this Lease which shall not be corrected within thirty (30) days after written notice from the City, or for such longer period as may be reasonably necessary to correct such default.

20.3. In the event that Tenant is in default of this Lease, the City shall be entitled to all legal and equitable remedies, including, without limitation, the right to terminate the Lease. Upon such termination, all rights and obligations of the parties hereunder shall cease and the City shall not be liable to Tenant for any cost or expense related to relocating or securing replacement premises.

21. No Waiver. The failure of the City or Tenant to require strict performance by the other of any covenant, term or condition of this Lease is not a waiver for the future of any breach of the same or any other covenant, term or condition herein. The City's acceptance of rent is not a waiver of any breach by Tenant.

22. Remedies Cumulative. To the extent permitted by law, the rights and remedies of the parties herein are cumulative, and the exercise of any one of them will not be deemed to be in exclusion of any other. The rights and remedies herein are in addition to any other rights and remedies available to the parties at law or equity.

23. Surrender and Holding Over. At the expiration or earlier termination of this Lease, Tenant will remove its effects and peaceably deliver possession of the Premises to the City in as good repair and condition as it was at the commencement of this Lease, ordinary wear and tear excepted. Any property left on the Premises after Tenant vacates or abandons the Premises shall be deemed abandoned, and the City may remove, store, or dispose of the same as it sees fit, subject to applicable law. If Tenant holds over beyond the expiration or termination of this Lease and Rent is accepted by the City, a month to month tenancy only shall be created, which will otherwise be governed by the terms and conditions of this Lease. Nothing in this section shall be construed as consent to any holding over by Tenant.

24. Notices. All notices and communications under this Lease shall be in writing and shall be deemed to be properly given when delivered personally or sent by certified mail, return receipt requested, to the following:

City: City of North Las Vegas  
Attn: Terri Sheridan, Economic Development Specialist  
2250 Las Vegas Boulevard North, Suite 920  
North Las Vegas, Nevada 89030

Tenant: Leadership Institute of Nevada  
Attn: Judith D. Steele  
4350 S. Maryland Parkway  
Las Vegas, Nevada 89119

or to such other address as either party may specify in writing to the other.

25. Entire Agreement. This Lease contains the entire agreement and understanding between the parties regarding the Premises and is subject to no agreements, conditions or representations that are not expressly set forth herein. This Lease may only be amended in writing and signed by both the City and Tenant.

26. Invalid Provision. If any provision of this Lease shall be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

27. Captions. The captions in this Lease are inserted only for convenience and in no way construe or interpret the provisions hereof or affect their scope or intent.

28. Governing Law. The laws of the State of Nevada and the North Las Vegas Municipal Code govern this Lease without regard effect to any choice of law provisions.

29. Access to Premises. The City and its agents shall have the right to enter the Premises during the normal business hours of Tenant upon prior, reasonable notice (provided that no such notice shall be required in case of emergency) for the purpose of examining or inspecting the same, serving or posting and keeping posted thereon notices as required by law and for making such repairs, to the Premises or City Hall as necessary.\_

30. Compliance with Law. Tenant agrees to comply with all applicable federal, state and local laws and that it will not, at any time, during the Term, carry any stock of goods or do anything in or about the Premises that would reasonably tend to increase the insurance rates upon City Hall.

31. No Assignment. Tenant shall not and have no power to, either voluntarily or by operation of law, sell, assign, transfer or hypothecate this Lease, or sublet the Premises or any part thereof, or permit the Premises or any part thereof to be occupied by anyone other than Tenant or its employees without the prior written consent of the City.

32. Prevailing Party. In the event any action is commenced by either party against the other in connection herewith, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court, including without limitation, fees for the services of the City Attorney's Office. This Section shall survive the termination of this Lease until the applicable statutes of limitation expire.



33. Counterparts. This Lease may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date set forth above.

CITY OF NORTH LAS VEGAS,  
a Nevada municipal corporation

LEADERSHIP INSTITUTE OF  
NEVADA  
a Nevada non-profit corporation

By: \_\_\_\_\_  
John J. Lee, Mayor

By: Judith Steele

Attest: \_\_\_\_\_  
Jackie Rodgers, City Clerk

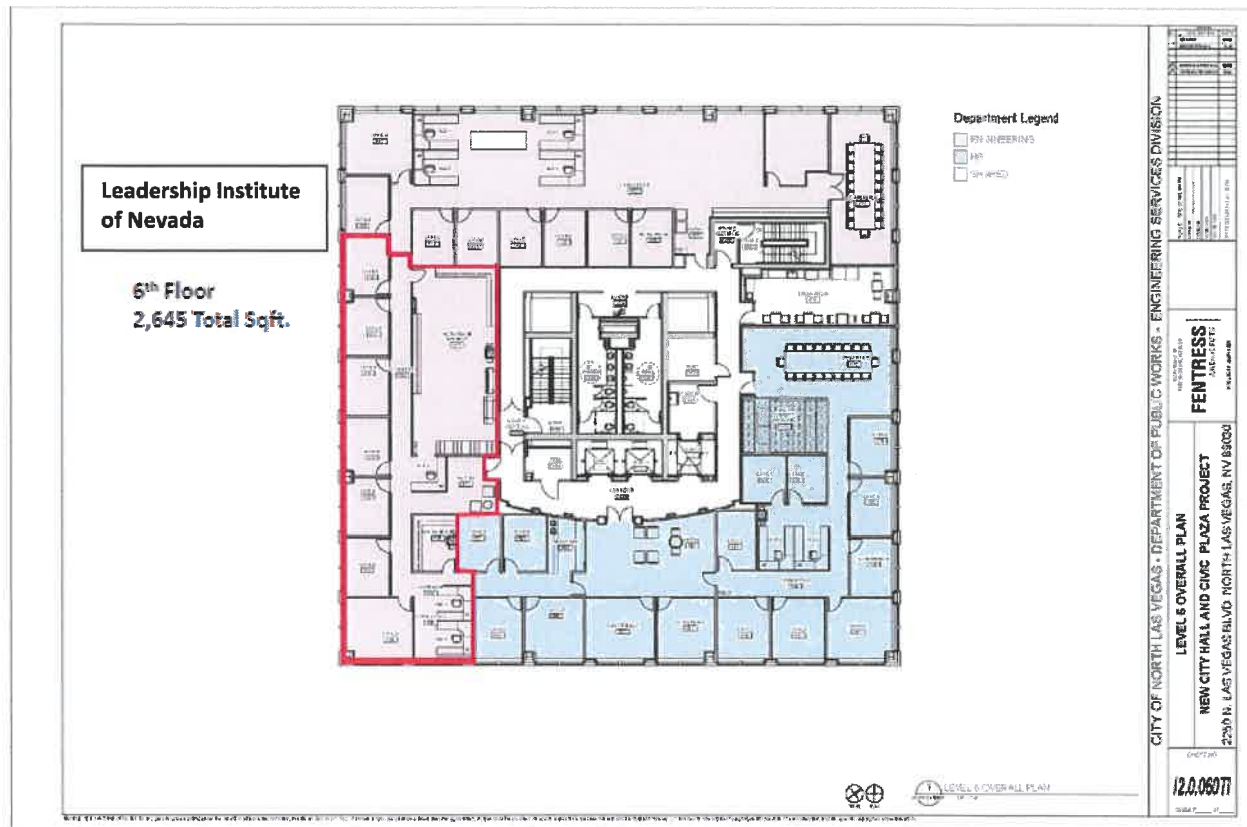
Name: Judith Steele

Title: Pres / CEO

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Micaela Rustia Moore, City Attorney

## Exhibit A



### LOCATION OF SPACE: 6<sup>th</sup> Floor

- Portion of 6<sup>th</sup> Floor to include:
  - Reception Area, Small Workroom, Large Workroom, 2 cubicles, 7 offices
- Total Usable Square Feet: 2,645 square feet

**USEABLE SPACE:** 2,645 Sq ft

**TOTAL RENTABLE SPACE\*:** Useable Space of 2,645 Sq ft X Load Factor 1.22 = 3,226.90 Sq ft

\*Includes Common Space and Load Factor (bathroom and hallways)

**TOTAL MONTHLY RENT:** Total Rentable Space of 3,226.90 Sq ft X Rent Rate Per Sq ft of \$2.20 = \$7,099.18