

ADDENDUM TO U.S. HOUSE OF REPRESENTATIVES DISTRICT OFFICE LEASE

This Addendum to U.S. House of Representatives District Office Lease (this "Addendum") is made between the City of North Las Vegas, a Nevada municipal corporation (the "City") and Steven Horsford, a Member-Elect of the U.S. House of Representatives ("Tenant"), is effective as of January 3, 2019 and is intended to be an addendum to that certain U.S. House of Representatives District Office Lease between the parties of even date herewith (the "Lease").

RECITALS

A. The City owns certain real property located at 2250 Las Vegas Boulevard North, North Las Vegas, Nevada 89030, which is within the City's Redevelopment Area ("City Hall").

B. The City desires to lease a portion of City Hall to Tenant to foster economic development by expanding public facilities and operations within the City as contemplated under NRS 268.063.

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 his business activities pursuant to the terms and conditions of the Lease and this Addendum.

AGREEMENT

In addition to the terms and conditions set forth in the Lease, City and Tenant agree as follows:

1. Premises. City agrees to permit Tenant use approximately two thousand three hundred (2,300) square feet of City Hall as more particularly described on Exhibit A, attached and incorporated hereto this Addendum (the "Premises").

2. Security Deposit. Tenant will not pay any security deposit.

3. Permitted Uses.

3.1. Tenant shall only use the Premises as administrative offices. Tenant shall not use the Premises for any other use without the prior written consent of City.

3.2. 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. Tenant shall be permitted to use portions of City Hall outside of the Premises upon prior written consent of the City and the use is consistent with current City rules, regulations and policies.

3.3. 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.

3.4. Tenant shall have access to the Premises twenty-four (24) hours a day, seven (7) days a week, unless otherwise agreed by the parties. The City shall provide security access cards for Tenant and Tenant's employees. The cost for providing security access cards will be a one-time flat fee of \$600 (30 security access badges at \$20.00/each). Any additional security access cards for Tenant and Tenant's employees shall be paid by Tenant at his sole cost and expense.

3.5. Tenant shall comply with all City rules, regulations and policies currently in effect or which City may hereafter adopt for the safety, care and orderly operation of the Premises and for the benefit and comfort of other tenants or neighbors.

4. Taxes. Tenant shall promptly pay and discharge when due all taxes, assessments and other governmental charges, if any, levied on or attributable to Tenant's personal property or Tenant's use of the Premises that are imposed on the City and that the City has passed on to Tenant.

5. 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. Tenant has satisfied himself 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, television and data service to the Premises. 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 shall be included in the Rent.

6. Maintenance and Condition. Tenant shall keep the Premises clean, safe, and in as good order and repair as the Premises during the Term. 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, his employees or agents, ordinary wear and tear excepted. Tenant agrees to maintain and repair the Premises in compliance with all laws, ordinances, and regulations. Routine maintenance to the Premises' building systems shall be included in the Rent. Janitorial service to the Premises, to the same extent provided for other City departments, shall be included in the Rent.

7. 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 Thursday from 8 am PST to 7 pm PST, the proportionate share of these costs shall be included in the Rent. Tenant shall not secure any additional security services without prior written approval of the City Manager.

8. Tenant Improvements.

8.1. The City agrees to allow Tenant to use city-owned furniture and fixtures currently located in the Premises, as agreed upon by the parties. All the costs for the use of these fixtures and furniture shall be included in the Rent. Any furniture and fixtures supplied by the City shall remain on the Premises at the expiration or termination of this Agreement.

8.2. Except for limited tenant improvements negotiated prior to the execution of this Addendum, Tenant shall not paint or deface the Premises, or make any alterations, additions, or improvements without obtaining the prior written consent of City. Unless otherwise agreed to in writing, all alterations, additions, and improvements shall become the property of City and shall remain on the Premises at the expiration or termination of this Agreement.

8.3. The City shall not provide any exterior signage on City Hall for the Tenant. The City shall provide interior signage in City Hall for Tenant to the same extent provided for other City departments.

9. 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. § 61 *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 *et seq.*; NRS Ch. 444; and NRS Ch 459.

10. 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.

11. Omitted.

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

12.1. 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

12.2. Failure to perform or observe any other covenant, term or condition of the Lease or this Addendum 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.

13. No Waiver. The failure of the City or Tenant to require strict performance by the other of any covenant, term or condition of this Addendum 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.

14. 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.

15. Surrender. At the expiration or sooner termination of this Agreement, Tenant will remove its effects and peaceably deliver possession of the Premises to the City in as good repair and condition as they were at the commencement of this Addendum, 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.

16. Notices. All notices and communications under this Addendum 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: City Manager

2250 Las Vegas Boulevard North, Suite 900

North Las Vegas, Nevada 89030

Tenant:

Congressman Steven Horsford

2250 Las Vegas Boulevard North, Suite 500

North Las Vegas, Nevada 89030

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

17. Entire Agreement. The Lease, this Addendum and the House District Office Lease Attachment contain 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 Addendum may only be amended in writing and signed by both City and Tenant.

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

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

20. 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.

21. No Assignment. Tenant shall not and have no power to, either voluntarily or by operation of law, sell, assign, transfer or hypothecate this Agreement, 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 his employees without the prior written consent of the City.

22. Fiscal Funding Out. Both the City and Tenant reasonably believe that sufficient funds can be obtained to make all payments during the term of this Agreement. Pursuant to NRS Chapter 354, if the City or Tenant do not allocate funds to meet the obligations contemplated by this Agreement, said Agreement will be terminated when appropriated funds expire.

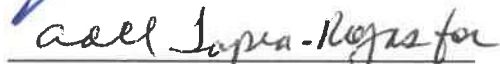
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

CITY OF NORTH LAS VEGAS,
a Nevada municipal corporation

By:


John J. Lee, Mayor

Attest:


Catherine A. Raynor, MCC, City Clerk

Steven Horsford,

a Member Elect of the U.S. House of
Representatives

By:


Steven Horsford

APPROVED AS TO FORM:

By:


Micaela Rustia Moore, City Attorney

EXHIBIT A

Description of Premises

The Premises is approximately 2,300 square feet located on the Fifth Floor of the North Las Vegas City Hall, as further depicted on the diagram below.

