

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as "Lease" or "Lease Agreement") is entered into this 18th day of April, 2007, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter referred to as "City"), and LUTHERAN SOCIAL SERVICES OF NEVADA, a Nevada nonprofit corporation, (hereinafter referred to as "Lessee").

WITNESSETH:

WHEREAS, City is the owner of certain real property located at 741 Veterans Memorial and Lessee is the owner of two modular buildings situated on certain real property; and

WHEREAS, the City deems it to be in the public interest to assist in facilitating the activities of the administrative services of the Lessee, and for that purpose desires to lease to Lessee a portion of the property identified above, subject to the terms and conditions set forth below..

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. PREMISES.

City hereby leases to Lessee, and the Lessee leases from the City, the Premises (the "Leased Premises") that are more particularly described or illustrated in Exhibit "A," which is attached hereto and incorporated herein by this reference. In connection therewith, the City also grants to the Lessee reasonable access and parking in connection with the Leased Premises.

2. TERM.

2.1. Length of Term. The term of this Lease shall be for a period of (1) one year beginning on the Commencement Date as hereinafter defined the "Initial Term". Lessee may renew this Lease Agreement for one (1) additional year by mutual written notification and consent. This Lease may be terminated with or without cause by either party providing the other 90-day advance written notice of its intent to terminate. Lessee shall vacate the Leased Premises and remove both modular buildings from the land or deed the modular buildings to the City of Las Vegas.

2.2. Commencement Date. The Commencement Date for this Lease Agreement will begin on the first day of the first month following date first above written.

2.3 Execution Date. The Execution Date for this Lease Agreement is the date on which both parties have signed the agreement.

3. RENT.

Lessee agrees to pay to City rent in the amount of \$1.00 per year, payable in advance, for the use of the Leased Premises.

4. USE.

Lessee shall use the Leased Premises solely for the purpose of conducting its business, which is expressly limited to administrative services. Direct client services will be precluded from provision on the Premises. Lessee shall not use or permit the Premises to be used for any other purpose or purposes except with the prior written consent from the City.

5. MAINTENANCE.

Lessee shall maintain the Leased Premises and every part thereof in a clean, neat and orderly condition, free of objectionable noise, odors or nuisances and will in all respects and at all times fully comply with health, safety and police regulations, including all laws, regulations, statutes or codes concerning the use, storage or maintenance of hazardous materials on the Premises. Lessee shall further not suffer or permit any person to commit any waste on the Property. Lessee shall be responsible for the cost of providing any and all maintenance and security for the Premises.

6. ALTERATIONS.

Lessee agrees not to alter the Leased Premises or construct any improvements thereon without the City's prior written consent. Any permanent improvements made to the Leased Premises by the Lessee shall remain with the Leased Premises upon termination of this Lease Agreement, unless otherwise agreed by the parties.

7. MECHANIC'S LIEN.

Should any mechanic's or other lien be filed against the Premises or any part thereof by reason of Lessee's acts or omissions or because of a claim against Lessee, Lessee shall cause the same to be canceled and discharged of record by bond or otherwise within thirty (30) days after notice by City.

8. UTILITIES AND SERVICES.

Lessee shall provide and pay for all utilities and custodial services for the Leased Premises during the Lease term, including any and all telephone services, gas, electric, water, cable, garbage pick up, security alarms, security cameras, security guards, sewer, and any landscaping service that it may require.

9. ASSIGNMENT.

The Lessee shall not assign, transfer or sublet its interest (or any portion thereof) in the Leased Premises without the prior written consent of the City.

10. INDEMNITY.

Lessee hereby agrees to indemnify, defend and hold the City, its officers, agents and employees harmless from and against any liability, loss, damages, costs, claim, suit, lien, judgment or similar demand, or any expense related thereto, that may arise out or in connection with Lessee's use or occupancy of the Leased Premises or use of the access and parking rights connected therewith.

11. INSURANCE.

The Lessee agrees to procure and maintain comprehensive liability insurance, in a form and with an insurer acceptable to the City, with respect to the Lessee's use and occupancy of the Leased Premises, with a combined single limit of one million dollars (\$1,000,000.00) for any death, injury or damage to property. Such coverage shall name the City as an additional insured and shall not be revocable or capable of reduction except upon at least 60 days' written notice to the City. The Lessee also agrees to provide adequate fire and casualty coverage with respect to its interest in the modulars that occupy the leased premises.

12. MISCELLANEOUS PROVISIONS.

12.1. No Partnership. City does not by this Lease, in anyway or for any purpose, become a partner or joint venturer of Lessee in the conduct of its business or otherwise. The provisions of this Lease relating to percentage rent are included solely for the purpose of providing a method whereby rent is to be measured and ascertained.

12.2. Force Majeure. City shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from so doing by cause or causes beyond City's control, including labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, or acts of God.

12.3. No Waiver. Failure of City to insist upon the strict performance of any provision or to exercise any option hereunder shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed to have been waived unless such waiver be in writing signed by City.

12.4. Notices. Any notice, demand, request or other instrument which may be or is required to be given under this Lease shall be delivered in person or sent by United States certified or registered mail, postage prepaid, and shall be addressed; (a) if to City, at the place specified for payment of rent and the addresses set forth below and (b) if to Lessee, either at the Premises, at the current address for Lessee as set forth below which is known to City. Either party may designate such other address as shall be given by written notice.

To City: City of Las Vegas
 Attn: Real Estate and Utilities Superintendent
 400 Stewart Ave., 4th Floor
 Las Vegas, Nevada 89101
 (702) 229-1021 phone
 (702) 466-4522 fax

With additional copies to:

 City of Las Vegas
 City Manager's Office
 400 East Stewart Ave., 8th Floor
 Las Vegas, Nevada 89101
 (702) 229-6629
 (702) 388-1807 fax

To Lessee: Lutheran Social Services of Nevada
 P.O. Box 1360
 Las Vegas, Nevada 89125-1360
 (702) 639-1730 phone
 (702) 639-1736 fax

12.5. Recording. Lessee shall not record this Lease or a memorandum thereof without the written consent of City.

12.6. Partial Invalidity. If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid, the remainder of this Lease or the application of such provision to person or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

12.7. Broker's Commissions. Lessee represents and warrants that there are no claims for brokerage commissions or finder's fees in connection with this Lease and agrees to indemnify City against and hold it harmless from all liabilities arising from such claim, including any attorney's fees connected therewith.

12.8. Provisions Binding. Except as otherwise provided, all provisions herein shall be binding upon and shall inure to the benefit of the parties, their representatives, heirs, successors and assigns.

12.9. Entire Agreement. This Lease, including any exhibits attached hereto, sets forth the entire agreement between the parties. Any prior conversations or writings concerning the Leased Premises are merged herein and extinguished.

13. AUTHORITY OF SIGNATORIES.

Each person executing this Lease individually and personally represents and warrants that he is duly authorized to execute and deliver the same on behalf of the entity for which he is signing (whether it be a corporation, general or limited partnership, or otherwise) and that this Lease is binding upon said entity in accordance with its terms.

14. DISCLOSURE OF PRINCIPALS.

Pursuant to Resolution R-105-99 adopted by the City of Las Vegas City Council effective October 1, 1999, Lessee warrants that it has disclosed on the form attached as Exhibit "B", all principals and partners of LUTHERAN SOCIAL SERVICES OF NEVADA, a Nevada Nonprofit Corporation, as well as all persons and entities holding more than a one percent (1%) interest in LUTHERAN SOCIAL SERVICES OF NEVADA, a Nevada Nonprofit Corporation, or any principal of LUTHERAN SOCIAL SERVICES OF NEVADA, a Nevada Nonprofit Corporation. Throughout the term hereof, LUTHERAN SOCIAL SERVICES OF NEVADA, a Nevada Nonprofit Corporation, shall notify City in writing of any material change in the above disclosure within 15 days of any such change.

...
...

15. MODIFICATIONS OR AMENDMENTS.

Upon approval of this initial contract by the City Council and after it has been fully executed by signature of all parties, staff of the Real Estate & Utilities Section shall have the authority to complete and execute any additional documents necessary for the completion of the intent of this contractual obligation during the original term of this agreement. As an example, this may include amendments, changes of address, escrow document signature authority, adjustments to monetary revenue or expenditure not to exceed ten thousand (\$10,000.00) dollars, filing and recording of appropriate documents with the County Recorders Office or the County Tax Assessors Office, and recordings and filing with the City Clerk's Office. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.

GUARANTEED:

FOR VALUE RECEIVED, the undersigned hereby unconditionally guarantees the prompt and faithful execution and performance by Lessee of all of the obligations of Lessee set forth within this Lease and any modifications of said Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date and year set forth above.

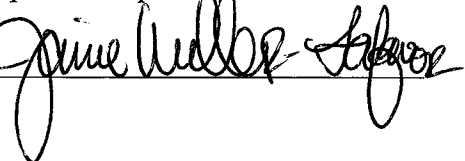
ATTEST:

"City" CITY OF LAS VEGAS


BEVERLY K. BRIDGES CMC, ACTING CITY CLERK

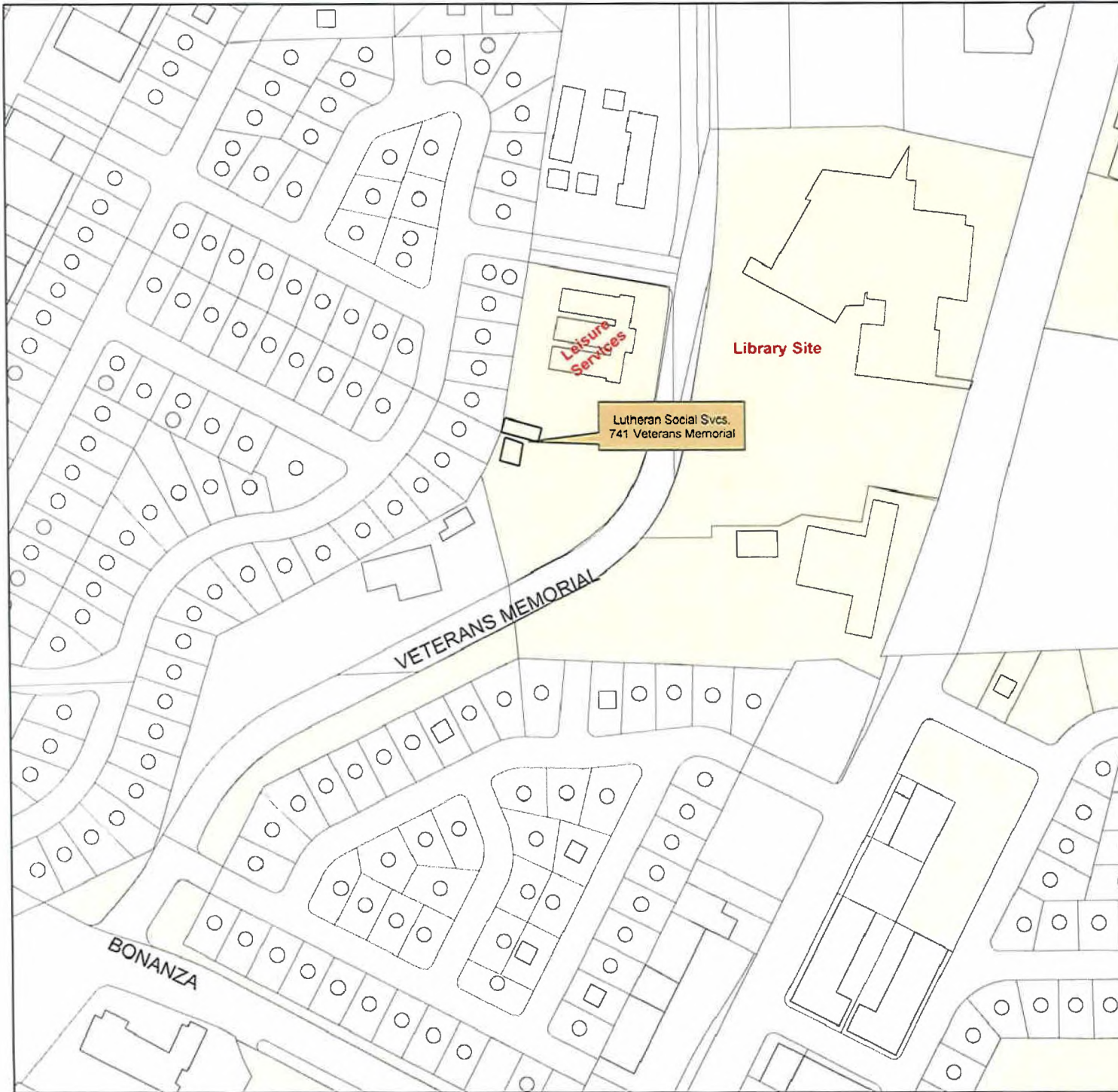
By 
OSCAR B GOODMAN, MAYOR

"Lessee" LUTHERAN SOCIAL
SERVICES OF NEVADA, a Nevada
Nonprofit Corporation

By 

APPROVED AS TO FORM:

 3/28/07
DEPUTY CITY ATTORNEY/DATE
Thomas R. Green



Site Map

Legend

- Street Centerline
- Parcels
- ▭ Building Footprints
- City of Las Vegas

Facilities Management
Real Estate & Utilities



3/20/07

EXHIBIT "B"

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1 Contracting Entity
Name Lutheran Social Services of Nevada
Address P.O. Box 1360 Las Vegas, NV 89125
Telephone 702-639-1730 ext.11
EIN or DUNS 86-0845241 or 86-812-8331

Block 2 Description Subject Matter of Contract/Agreement
<u>Lease Agreement</u>
RFP#

Block 3	Type of Business				
<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Nonprofit Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Other:

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 Disclosure of Ownership and Principals

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: ____

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity

Jaime Weller-Lefavor

Name

MARCH 29, 2007

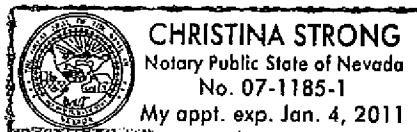
Date

State of Nevada
County of Clark

Subscribed and sworn to before me this 29th day of March, 2007 by Jaime Weller-Lefavor

Christina Strong

Notary Public



LUTHERAN SOCIAL SERVICES OF NEVADA

Business Entity Information			
Status:	Active	File Date:	12/20/1996
Type:	Domestic Non-Profit Corporation	Corp Number:	C26353-1996
Qualifying State:	NV	List of Officers Due:	12/31/2007
Managed By:		Expiration Date:	

Resident Agent Information			
Name:	LIONEL SAWYER & COLLINS, LTD	Address 1:	300 SOUTH FOURTH STREET
Address 2:	#1700	City:	LAS VEGAS
State:	NV	Zip Code:	89101
Phone:		Fax:	
Email:		Mailing Address 1:	
Mailing Address 2:		Mailing City:	
Mailing State:		Mailing Zip Code:	

Financial Information			
No Par Share Count:	0	Capital Amount:	\$ 0
No stock records found for this company			

Officers <input type="checkbox"/> Include Inactive Officers			
Treasurer - GARY HECKMANN			
Address 1:	9325 W DESERT INN RD #104	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89117	Country:	
Status:	Active	Email:	
President - GARY LENKEIT			
Address 1:	272 GREAT DUKE AVE	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89123	Country:	
Status:	Active	Email:	
Secretary - HELEN SMITH			
Address 1:	28 QUAIL HOLLOW DR	Address 2:	
City:	HENDERSON	State:	NV
Zip Code:	89014	Country:	
Status:	Active	Email:	
Director - JAIME WELLER-LAFAVOR			
Address 1:	4025 AMBERDALE AVE	Address 2:	
City:	NORTH LAS VEGAS	State:	NV
Zip Code:	89031	Country:	
Status:	Active	Email:	

Actions\Amendments			
Action Type:	Articles of Incorporation	# of Pages:	2
Document Number:	C26353-1996-001	Effective Date:	
File Date:	12/20/1996		
(No Notes for this action)			

Action Type:	Annual List		
Document Number:	C26353-1996-010	# of Pages:	1
File Date:	01/19/1998	Effective Date:	
(No Notes for this action)			
Action Type:	Amendment		
Document Number:	C26353-1996-003	# of Pages:	4
File Date:	06/09/1998	Effective Date:	
CERTIFICATE OF AMENDMENT FILED, ARTICLE 11 (IRS)& VI (POWERS) - 4 PGS BMC			
Action Type:	Annual List		
Document Number:	C26353-1996-009	# of Pages:	2
File Date:	12/05/1998	Effective Date:	
(No Notes for this action)			
Action Type:	Annual List		
Document Number:	C26353-1996-011	# of Pages:	2
File Date:	12/21/1999	Effective Date:	
(No Notes for this action)			
Action Type:	Annual List		
Document Number:	C26353-1996-008	# of Pages:	1
File Date:	12/15/2000	Effective Date:	
(No Notes for this action)			
Action Type:	Annual List		
Document Number:	C26353-1996-006	# of Pages:	1
File Date:	10/17/2001	Effective Date:	
(No Notes for this action)			
Action Type:	Annual List		
Document Number:	C26353-1996-007	# of Pages:	1
File Date:	01/03/2002	Effective Date:	
(No Notes for this action)			
Action Type:	Annual List		
Document Number:	C26353-1996-005	# of Pages:	2
File Date:	01/27/2003	Effective Date:	
(No Notes for this action)			
Action Type:	Annual List		
Document Number:	C26353-1996-012	# of Pages:	2
File Date:	05/08/2003	Effective Date:	
(No Notes for this action)			
Action Type:	Annual List		
Document Number:	C26353-1996-004	# of Pages:	2
File Date:	03/26/2004	Effective Date:	
(No Notes for this action)			
Action Type:	Annual List		
Document Number:	C26353-1996-002	# of Pages:	2
File Date:	12/23/2004	Effective Date:	
List of Officers for 2004 to 2005			
Action Type:	Annual List		
Document Number:	20050638354-06	# of Pages:	2
File Date:	12/22/2005	Effective Date:	
(No Notes for this action)			
Action Type:	Annual List		
Document Number:	20060830933-14	# of Pages:	2
File Date:	12/26/2006	Effective Date:	
(No Notes for this action)			