

# City of Las Vegas

REAL ESTATE COMMITTEE MEETING  
CITY HALL, 400 EAST STEWART - 8<sup>TH</sup> FLOOR CONFERENCE ROOM  
MONDAY, APRIL 19, 1999 - 3:00 P.M.

## REAL ESTATE COMMITTEE - COUNCILMEN ADAMSEN AND REESE

### CALL TO ORDER:

### ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

MINUTES. Approval of the Minutes of the Regular meeting of March 29, 1999.

### NEW BUSINESS.

- 1 Discussion and possible approval of a revised lease agreement between the City of Las Vegas and LNL Limited Medical Investments LTD, having offices at Desert West Surgery, 1111 Shadow Lane
- 2 Discussion and possible approval of an agreement to purchase approximately three (3) acres of land identified as Parcel Number 139-29-501-012, located off Vegas Drive and adjacent to the Advanced School of Technology
3. Discussion and possible approval of the sixth amendment to the Municipal Golf Course management agreement to hold manager financially responsible for any and all repairs to water well(s) on golf course
- 4 Discussion and possible approval of a lease agreement between the City of Las Vegas and Baby Doodads, Inc in the Incubator Program at the Las Vegas Business Center
- 5 Discussion and possible approval of a lease agreement between the City of Las Vegas and Penny A Jackson, dba Counseling Services Plus, Inc. in the Incubator Program at the Las Vegas Business Center
6. Discussion and possible approval of a lease agreement between the City of Las Vegas and Gwendolyn M. Jackson & Associates, dba Primerica Financial Services in the Incubator Program at the Las Vegas Business Center
7. Discussion and possible approval of a lease agreement between the City of Las Vegas and Word of Mouth Marketing Group in the Incubator Program at the Las Vegas Business Center

### CITIZENS PARTICIPATION

ITEMS RAISED UNDER THIS PORTION OF THE AGENDA CANNOT BE DELIBERATED OR ACTED UPON UNTIL THE NOTICE PROVISIONS OF THE OPEN MEETING LAW HAVE BEEN MET. IF YOU WISH TO SPEAK ON A MATTER NOT LISTED ON THE AGENDA, PLEASE CLEARLY STATE YOUR NAME AND ADDRESS. IN CONSIDERATION OF OTHERS, AVOID REPETITION, AND LIMIT YOUR COMMENTS TO NO MORE THAN THREE (3) MINUTES. TO ENSURE ALL PERSONS EQUAL OPPORTUNITY TO SPEAK, EACH SUBJECT MATTER WILL BE LIMITED TO TEN (10) MINUTES.

THIS MEETING HAS BEEN PROPERLY NOTICED AND POSTED AT THE FOLLOWING LOCATIONS:

Downtown Transportation Center, City Clerk's Board  
Senior Citizens Center, 450 E. Bonanza  
Clark County Government Center, 500 S. Grand Central Parkway  
Court Clerk's Office Bulletin Board, City Hall Plaza  
City Hall Plaza, Special Outside Posting Bulletin Board

7/14

**AFFIDAVIT OF MAILING**

**(Mailing required under the provisions of NRS Chapter 241)**

STATE OF NEVADA        )  
  ) ss  
COUNTY OF CLARK     )

**Eva Cotton**, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the **13<sup>th</sup>** day of **April 1999**, a copy of NOTICE, the attached of which is a true and correct copy of the Public Hearing - re **Real Estate Committee Meeting** to be held on the **19<sup>th</sup>** day of **April, 1999**, was deposited in the United States Mail, Postage prepaid, First Class Mail, to each person and/or organization whose name appears on the list maintained in the Office of the City Clerk.

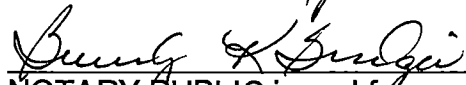


\_\_\_\_\_  
**SIGNATURE**

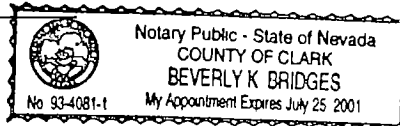
**City Clerk**

\_\_\_\_\_  
**DEPARTMENT**

Subscribed and sworn to before me  
this 13<sup>th</sup> day of April, 1999.



**NOTARY PUBLIC** in and for  
said County and State



AFFIDAVIT OF POSTING

(Posting required under the provisions of NRS Chapter 241)

STATE OF NEVADA )  
 ) ss  
COUNTY OF CLARK )

**Eva Cotton**, an employee of the City of Las Vegas, Nevada being first duly sworn, depose and say that on the **13<sup>th</sup> day of April 1999**, at the hour of **8:00 A.M.**, there were posted copies of a NOTICE, the attached of which is a true and correct copy of a **Real Estate Committee Meeting** to be held on the **19<sup>th</sup> day of April, 1999, at 3:00 P.M.** in **City Hall, 8<sup>th</sup> Floor Conference Room, 400 E. Stewart Avenue, Las Vegas, Nevada**; to be posted on Public Bulletin Boards at the following locations:

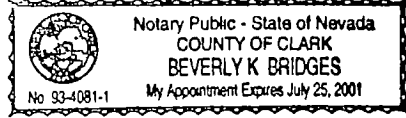
1. *qr* On the City Clerk's Bulletin Board at the Downtown Transportation Center;
2. *qr* Senior Citizens Center, 450 E. Bonanza Road;
3. *qr* On the Special Bulletin Board at the Plaza Level of City Hall, 400 E. Stewart Avenue (near the entrance to the Court Clerk's Office);
4. *qr* On the Special Bulletin Board at the Plaza Level of City Hall, 400 E. Stewart Avenue (in the walkway area between Metro and Municipal Court).
5. *qr* Clark County Government Center, 500 S. Grand Central Parkway (sent by fax to the County Manager's Office for posting).

*[Handwritten Signature]*  
\_\_\_\_\_  
**SIGNATURE**

City Clerk  
\_\_\_\_\_  
**DEPARTMENT**

Subscribed and sworn to before me  
this 13<sup>th</sup> day of April, 1999.

*[Handwritten Signature]*  
\_\_\_\_\_  
NOTARY PUBLIC in and for said County and State



**ANNOTATED MINUTES  
REAL ESTATE COMMITTEE MEETING  
CITY HALL, 400 EAST STEWART AVENUE  
8TH FLOOR CONFERENCE ROOM  
3:00 P.M.  
MONDAY, APRIL 19, 1999**

**CALL TO ORDER:** Councilman Reese called the meeting to order at 3 06 p m

**ATTENDANCE:** Gary Reese, City Councilman  
Steve Houchens, Deputy City Manager  
Terri Ponticello, Deputy City Attorney  
David Roark, Manager, Real Estate & Asset Management  
Peggy Proestos, Development Project Officer, Neighborhood Services

**EXCUSED:** Arnie Adamsen, City Councilman

**MIINUTES:**

The Minutes of the Regular meeting of March 29, 1999, were approved by reference  
(3:06)  
1-4

- 1 DISCUSSION AND POSSIBLE APPROVAL OF A REVISED LEASE AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND LNL LIMITED MEDICAL INVESTMENTS LTD, HAVING OFFICES AT DESERT WEST SURGERY, 1111 SHADOW LANE

Mr. Roark, stated that the Fire Department wishes to continue with the lease, revising it to include the use of an additional 200 square feet at an increase in monthly rent of \$206. He recommended approval.

No one appeared to speak on the matter.

There was no further discussion.

**Councilman Reese recommended that Item 1 be forwarded to the Full Council with a “Do Pass” recommendation.**

(3.06 - 3 07)  
1-9

2. DISCUSSION AND POSSIBLE APPROVAL OF AN AGREEMENT TO PURCHASE APPROXIMATELY THREE (3) ACRES OF LAND IDENTIFIED AS PARCEL NUMBER 139-29-501-12, LOCATED OFF VEGAS DRIVE AND ADJACENT TO THE ADVANCED SCHOOL OF TECHNOLOGY

Mr Roark indicated that the subject three-acre property is surrounded by residential with an adjacent technological school. It is zoned for residential and has been vacant for quite some time. He recommended the property be purchased to avoid development that might be detrimental to the area and for the potential development of a park.

No one appeared to speak on the matter.

There was no further discussion

**Councilman Reese recommended that Item 2 be forwarded to the Full Council with a “Do Pass” recommendation.**

(3:07 - 3:09)

**1-48**

3. DISCUSSION AND POSSIBLE APPROVAL OF THE SIXTH AMENDMENT TO THE MUNICIPAL GOLF COURSE MANAGEMENT AGREEMENT TO HOLD MANAGER FINANCIALLY RESPONSIBLE FOR ANY AND ALL REPAIRS TO WATER WELL(S) ON GOLF COURSE

Mr. Roark explained that the subject amendment would ensure that the City is reimbursed for any water well maintenance expenses on the golf course. He recommended approval Deputy City Manager Houchens interjected that the subject water wells also serve the adjacent Ed Fountain Park.

No one appeared to speak on the matter.

There was no further discussion.

**Councilman Reese recommended that Item 3 be forwarded to the Full Council with a “Do Pass” recommendation.**

(3:09 - 3:10)

**1-95**

4. DISCUSSION AND POSSIBLE APPROVAL OF A LEASE AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND BABY DOODADS, INC , IN THE INCUBATOR PROGRAM AT THE LAS VEGAS BUSINESS CENTER

Ms Proestos indicated that Baby Doodads was on the list to move into office space. She recommended approval.

No one appeared to speak on the matter

There was no further discussion

**Councilman Reese recommended that Item 4 be forwarded to the Full Council with a “Do Pass” recommendation.**

(3.10 - 3.11)

**1-141**

5. DISCUSSION AND POSSIBLE APPROVAL OF A LEASE AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND PENNY A JACKSON, DBA COUNSELING SERVICES PLUS, INC., IN THE INCUBATOR PROGRAM AT THE LAS VEGAS BUSINESS CENTER

Ms Proestos explained that staff created additional incubator space by adding office equipment to the space that was left vacant by the incubator support team. She recommended approval of the subject lease agreement so that Ms Jackson, who has been on the waiting list for some time, can work as a counselor in the neighborhood.

No one appeared to speak on the matter

There was no further discussion

**Councilman Reese recommended that Item 5 be forwarded to the Full Council with a “Do Pass” recommendation.**

(3 11 - 3 12)

**1-163**

- 6 DISCUSSION AND POSSIBLE APPROVAL OF A LEASE AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND GWENDOLYN M. JACKSON & ASSOCIATES, DBA PRIMERICA FINANCIAL SERVICES IN THE INCUBATOR PROGRAM AT THE LAS VEGAS BUSINESS CENTER

Ms. Proestos commented that Ms. Jackson is another tenant that is benefiting by the additional space that was created by staff She recommended approval

No one appeared to speak on the matter

There was no further discussion

**Councilman Reese recommended that Item 6 be forwarded to the Full Council with a “Do Pass” recommendation.**

(3.12 - 3 13)

**1-194**

- 7 DISCUSSION AND POSSIBLE APPROVAL OF A LEASE AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND WORD OF MOUTH MARKETING GROUP IN THE INCUBATOR PROGRAM AT THE LAS VEGAS BUSINESS CENTER

Ms. Proestos recommended approval so that Word of Mouth Marketing Group can acquire office space

Mr. Roark noted that the line item for the City Council meeting agenda should read Approval of the First Amendment to the existing lease and management agreement.

No one appeared to speak on the matter

There was no further discussion

**Councilman Reese recommended that Item 7 be forwarded to the Full Council with a “Do Pass” recommendation.**

(3 13 - 3:14)

**1-216**

**CITIZENS PARTICIPATION:**

None

**ADJOURNMENT:**

The meeting adjourned at 3 14 p m

/gpb

## INTER-OFFICE MEMORANDUM

April 19, 1999

## TO:

COUNCILMAN ARNIE ADAMSEN  
COUNCILMAN GARY REESE  
REAL ESTATE COMMITTEE

## FROM:

DAVID ROARK, MANAGER  
REAL ESTATE & ASSET MGMT DIVISION

## SUBJECT:

April 19, 1999, Real Estate Committee Agenda Item/Discussion and possible approval of a revised lease agreement between the City of Las Vegas and LNL Limited Medical Investments LTD, having offices at Desert West Surgery, 1111 Shadow Lane

## COPIES TO:

MAYOR JAN LAVERTY JONES  
COUNCILMAN MICHAEL J MCDONALD  
COUNCILMAN LARRY BROWN  
VIRGINIA VALENTINE  
STEVEN P. HOUCHENS  
JOHN MCNELLIS  
JEFF MARESH

**BACKGROUND:**

In May 1996, Fire Services began leasing space from LNL Limited Medical Investments LTD., at Desert West Surgery, 1111 Shadow Lane, to perform physical examinations and fitness tests on its personnel.

Fire Services requests to expand into another area of the clinic increasing their square footage. If approved, the attached lease will increase our dedicated leased space by twenty-five percent (25%), to four hundred and fourteen (414) square feet, increase rent by twenty-five percent (25%) to one thousand, thirty-nine dollars (\$1,039) per month, and change the leasing term to the period from May 1, 1999, to April 30, 2000, with four (4) options to renew of one (1) year each.

**FISCAL IMPACT:**

Rent will increase by \$206 per month

**STAFF RECOMMENDATION**

The Real Estate & Asset Management Division and the Fire Department recommend approval of the revised lease agreement.

041999 re lnl medical

## COMMERCIAL LEASE AGREEMENT

This Agreement of Lease is made this \_\_\_\_ day of \_\_\_\_\_, 1999, by and between LNL LIMITED MEDICAL INVESTMENTS LTD, having offices at Desert West Surgery, 1111 Shadow Lane, Las Vegas, Nevada 89102 (Lessor), and CITY OF LAS VEGAS, NEVADA, having offices at 400 E Stewart Avenue, Las Vegas, Nevada 89101 (Lessee)

1. **Premises/Use.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, 2,733 square feet consisting of 414 square feet dedicated floor space and 2,319 square feet of common area at the premises commonly known as Desert West Surgery, 1111 Shadow Lane, Las Vegas, Nevada 89102. Floor plans are attached hereto and incorporated herein as Exhibit A and B. The Premises are leased for the express purpose of City of Las Vegas Fire Services medical examinations, minor surgical procedures, and office administration.

2. **Term.** The Term of this Lease (the Term) shall be for a period of ONE (1) year, from May 1, 1999 (the Commencement Date) to April 30, 2000 (the Expiration Date). Lessor grants to Lessee the right to renew this Lease for FOUR (4) additional terms of ONE (1) year each. In order to exercise this renewal option, Lessee shall deliver to Lessor written notice of Lessee's intent to renew this Lease not less than forty-five (45) days prior to the expiration of the then-current lease term.

3. **Rent.** The Rent for the 1st year of the Term and every renewal Lease term thereafter, shall be \$1,039.00 per month, paid monthly in advance, which Lessee shall pay to Lessor at such place as Lessor shall designate to Lessee in writing. If the Term does not begin on the first day or end on the last day of a month, the Rent for that partial month shall be prorated by multiplying the monthly Rent by a fraction, the numerator of which is the number of days of the partial month included in the Term and the denominator of which is the total number of days in the full calendar month.

4. **Ingress and Egress.** Lessor hereby grants to Lessee ingress, egress and regress over the property of Lessor as may be required for the purpose of conducting City of Las Vegas Fire Department medical examinations, minor surgical procedures, and office administration. The term of this Lessee ingress, egress and regress shall commence upon execution of this Lease and shall continue until the last to occur of (i) expiration of the Lease term, or (ii) removal by Lessee of all of its property from the Premises after expiration of the Lease term. The location and configuration of the ingress, egress and regress shall be agreed upon by the parties within ten (10) business days of the date of execution of this Lease, and shall be included in any recorded Memorandum of this Lease.

Notwithstanding any other provision of this Lease, Lessor shall have reasonable access to Lessee's work area and equipment to the extent such access does not interfere with the operations or equipment of the Lessee, subject to the following conditions. (i) Lessor shall assume the risk of loss relating to any damage or theft of Lessee's equipment.

5. **Possession.** If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this lease if possession is not delivered within thirty (30) days of the commencement of the term hereof.

6. **Care and Maintenance of Premises.** Subject to the provisions of this Lease, Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain the premises in good and safe condition, including any systems or equipment used upon the premises and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear expected. Lessor shall be responsible for all building system repairs such as architectural, electrical, mechanical, plumbing, landscaping, and structural elements.

7. **Lessee Improvements.** Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements, in, to or about the premises. Except as otherwise agreed by the parties in writing at the time of termination of this Lease, Lessee's improvements, including but not limited to equipment, shall remain the property of Lessee. Nothing in the Section shall be construed to eliminate the necessity of obtaining development-related permits and approvals from the appropriate governmental agencies. The parties agree that Lessee shall not be required to remove any permanent improvements whose installation as such was approved by Lessor.

8. **Ordinances and Statutes.** During the term of this Lease, Lessee shall comply with all applicable statutes, ordinances, and requirements of all municipal, state, and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee. Lessor shall provide for and comply with the Americans with Disabilities Act on the premises.

9. **Assignment and Subleasing.** Lessee shall not assign this Lease or sublet any portion of the premises without the prior written consent of Lessor, which shall not be unreasonably withheld, delayed, or conditioned. Any such assignment or subletting without consent, shall be void, and at the option of the Lessor, may terminate this lease.

10. **Notices.** All notices, demands, or other writings which this Lease requires to be delivered, or which may be delivered by either party hereto to the other, shall be deemed to have been fully delivered, when made in writing and deposited in the United States mail, registered and postage prepaid, and addressed as follows:

To Lessor                    LNL Limited Medical Investments LTD  
                                    c/o Desert West Surgery  
                                    1111 Shadow Lane  
                                    Las Vegas, Nevada 89102  
                                    Attn: James V Lovett MD

To Lessee                    City of Las Vegas, Nevada  
                                    c/o Fire Department  
                                    500 N. Casino Center Blvd.  
                                    Las Vegas, Nevada 89101  
                                    Attn: Director of Fire Services

With a copy to:            City of Las Vegas, Nevada  
                                    c/o City Attorney  
                                    400 E. Stewart Avenue  
                                    Las Vegas, Nevada 89101  
                                    Attn: City Attorney

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

11. **Insurance.** In accordance with section 41.038 of the Nevada Revised Statutes, the Lessee (City of Las Vegas) adopted a self-insured liability program effective July 1, 1985. The Lessee (City of Las Vegas) self-insures each occurrence with the limits of liability as established and in accordance with section 41.035 of the Nevada Revised Statutes. At all times during the term(s) of this Lease, Lessee shall maintain the self-insured liability program as established on July 1, 1985.

12. **Eminent Domain.** If the premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the premises, shall be taken by eminent domain, this lease shall terminate on the date that the Lessee is divested of occupancy and possession as a result of such taking. The rent, and any additional rent shall be apportioned as of the date of such divestiture, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

13. **Destruction of Premises.** In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the premises. If such repairs cannot be made within said sixty (60) days, Lessor, at his option, may make the same within reasonable time, this lease continuing in effect with the rent proportionally abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this lease whether the premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease.

14. **Operating Expense.** Lessor shall fully and promptly pay for all water, sewer, gas, heat, light, power, telephone service, and other public utilities furnished to the Premises and used by Lessee throughout the term hereof. Lessee shall fully and promptly pay for all other costs and expenses of every kind whatsoever in connection with the use (including long distance telephone service), and activities conducted thereon.

15. **Common Area / Dedicated Floor Space Expenses.** Lessee agrees to pay the monthly rent as defined herein, which shall include all expenses associated with maintenance, taxes, and insurance for the common area and dedicated floor space.

16. **Taxes.** Lessor shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Lessor's facilities. Lessor shall also pay when due any real property taxes that are levied against Lessor's leasehold interest in the Premises.

17. **Hold Harmless.** Lessor shall be held harmless by Lessee from any liability (including reimbursement of reasonable legal fees and all costs) for damages to any person or any property in or upon the Premises at Lessee's invitation, or for damages to any person or property resulting from actions of Lessee, unless such damages are caused by, or are the result of, the misconduct or negligence of Lessor or any of Lessor's agents, servants, employees or licensees. Notwithstanding any provisions herein to the contrary, it is understood and agreed that all property kept, installed, stored or maintained in or upon the Premises by Lessee shall be so installed, kept, stored or maintained at the risk of Lessee. Lessor shall not be responsible for any loss or damage to equipment owned by Lessee which might result from tornadoes, lightning, wind storms, or other Acts of God, provided, however, Lessor shall be responsible for, and agrees to hold Lessee harmless from any liability (including reimbursement of reasonable legal fees and all costs), for damages to any person or any property in or upon the Premises arising out of the misconduct or negligence of Lessor or any of Lessor's agents, servants, employees or licensees. Neither Lessor nor Lessee shall in any event be liable in damages for each other's business loss, business interruption or other consequential damages of whatever kind or nature, regardless of the cause of such damages, and each party, and anyone claiming by or through them, expressly waives all claims for such damages.

18. **Lessee's Performance and Surrender.** Lessee shall pay the rent and all other sums required to be paid by Lessee hereunder in the amounts, at the times, and in the manner herein provided, and shall keep and perform all terms and conditions hereof on its part to be kept and performed, and at the expiration or sooner termination of this Lease, surrender to Lessor the Premises subject to the other provisions of this Lease

19. **Lessor's Remedies on Default.** If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within sixty (60) days, after giving such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this lease on not less than sixty (60) days' notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor. Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects.

20. **Right to Terminate.** Lessee may terminate this Lease, at its option, after giving not less than thirty (30) days notice to Lessor, if:

(a) any governmental agency denies a request by Lessee for a permit, license or approval which is required for Lessee to conduct City of Las Vegas Fire Services medical examinations, minor surgical procedures, and office administration on the Premises or such permit shall be revoked,

(b) Lessee determines that technical problems which cannot reasonably be corrected, preclude Lessee from using the Premises for its intended purpose,

Exercise of Lessee's right of termination under this Section and surrender of the Premises in accordance with this Lease shall relieve Lessee of all further liability hereunder except with respect to Lessee's obligations under Section 15. Lessor may retain any rent paid prior to the termination date

21. **Binding on Successors.** The covenants and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

22. **Governing Law.** The parties intend that this Lease and the relationship of the parties shall be governed by the laws of the State of Nevada

23. **Bio-Hazardous Waste.** Lessee shall properly dispose of all bio-hazardous waste generated on the Premises in an approved containment location as designated by Lessor. Lessor shall provide for and dispose of as required by, federal, state, or local law, all bio-hazardous waste in approved containers off premises. Lessor shall indemnify Lessee and its officers, agents and employees, and hold them harmless from all claims, demands, causes, losses, damages and expenses, including attorneys' fees, arising directly or indirectly from a breach of this covenant

24. **Time of Essence.** Time is of the essence of Lessor's and Lessee's obligations under this Lease
25. **Severability.** If any section, subsection, term or provision of this Lease or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of the Lease or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Lease shall be valid and enforceable to the fullest extent permitted by law
26. **Further Assurances.** Each of the parties agree to do such further acts and things and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence or confirm this Agreement or any other agreement contained herein in the manner contemplated hereby
27. **Right to Register or Record.** Upon the request of Lessee, Lessor agrees to promptly execute and deliver to Lessee a Memorandum of Lease in recordable or registerable form setting forth the general terms of the Lease, and such other information as Lessee shall request
28. **Attorney's Fees.** In case suit should be brought for recovery of the premises, or for any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee
29. **Waiver.** No failure of Lessor to enforce any term hereof shall be deemed to be a waiver
30. **Subordination.** This lease is and shall be subordinate to all existing and future liens and encumbrances against the property
31. **Entire Agreement.** All of the representations and obligations of the parties are contained herein, and no modification, waiver or amendment of this Lease or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that party or a duly authorized agent of that party empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Lease shall not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Lease

32. **Date of Agreement.** The parties acknowledge that certain obligations of Lessor and Lessee are to be performed within certain specified periods of time which are determined by reference to the date of execution of this Lease. The parties therefore agree that wherever the term "date of execution of this Lease," or words of similar import are used herein, they shall mean the date upon which this Lease has been duly executed by Lessor or Lessee whichever is the later to so execute this Lease. The parties further agree to specify the date on which they execute this Lease beneath their respective signatures in the space provided and warrant and represent to the other that such a date is in fact the date on which each duly executed this Lease

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

LESSOR:

LESSEE.

CITY OF LAS VEGAS, NEVADA

LNL LIMITED MEDICAL INVESTMENTS LTD.

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
Jan Laverty Jones

By: \_\_\_\_\_  
James V Lovett M D.

Title: Mayor

Title: President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

I, \_\_\_\_\_, do hereby certify that

I, \_\_\_\_\_, do hereby certify that

\_\_\_\_\_ personally appeared before me this day and acknowledged the due execution of the foregoing instrument

\_\_\_\_\_ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_

Witness my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Approved as to form  
*Thomas R. Green*  
4-8-99 Date

## INTER-OFFICE MEMORANDUM

April 19, 1999

## TO:

COUNCILMAN ARNIE ADAMSEN  
 COUNCILMAN GARY REESE  
 REAL ESTATE COMMITTEE

## FROM:

DAVID ROARK, MANAGER  
 REAL ESTATE & ASSET MGMT. DIVISION

## SUBJECT:

April 19, 1999, Real Estate Committee Agenda Item/Discussion and possible approval of an agreement to purchase approximately three (3) acres of land identified as Parcel Number 139-29-501-012, located off Vegas Drive and adjacent to the Advanced School of Technology

## COPIES TO:

MAYOR JAN LAVERTY JONES  
 COUNCILMAN MICHAEL J MCDONALD  
 COUNCILMAN LARRY BROWN  
 VIRGINIA VALENTINE  
 STEVEN P. HOUCHEMS  
 JOHN MCNELLIS  
 JEFF MARESH

**BACKGROUND:**

Approximately three (3) acres of land are situated adjacent to the Advanced School of Technology just off Vegas Drive. This property has unusual characteristics in regards to the entrance to the property off Vegas Drive (please refer to attached site map) Right in front of the property there are many houses already built, facing Vegas Drive. This property is currently zoned R1 and the owner was purporting that he would bring forward a plan of development for high density housing to be built on the property within the next several months.

Representatives of the Planning Department, the Council Liaison Office, and the Real Estate and Asset Management Office have physically viewed this location. It is our collective opinion that any type of development within this particular area would be detrimental to the existing neighborhood and could cause serious problems with the Advanced School of Technology. Because of the way this property is situated within the already constructed neighborhood, it is our opinion that any type of building project would be inappropriate. However, the current zoning would allow for such a development

It is our recommendation that this property remain as an open space and eventually make the property into a small park setting for use by the school and to compliment the school's surroundings. It would also enhance the look and appearance for the existing home dwellers already living in front of the property. A park setting would also effectively co-exist with the school's playground area and parking lot. The asking price for the property was one hundred and forty-five thousand dollars (\$145,000.00). An appraisal was performed and the property was valued at one hundred and thirty-five thousand dollars (\$135,000.00). The seller has agreed to sell the property for this amount. Staff is presenting this purchase agreement to the Committee and then to Council for approval to proceed with the purchase of the property.

**FISCAL IMPACT:**

Purchase price not to exceed one hundred and thirty-five thousand dollars (\$135,000.00), plus our pro-rata share of escrow closing costs. The funding source for this acquisition has been identified as Special Improvements/Land.

**STAFF RECOMMENDATION:**

Staff recommends approval of the agreement

AGREEMENT FOR THE PURCHASE AND SALE  
OF REAL PROPERTY AND ESCROW INSTRUCTIONS

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 1999, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (herein the "Buyer") and the Byrd Family Trust, (herein the "Seller").

W I T N E S S E T H :

WHEREAS, the Seller is the owner of the real property referred to as Parcel Number 139-29-501-012, as indicated on Exhibit "A" attached hereto and incorporated herein as a part of this Agreement which the Buyer desires to acquire pursuant to this Agreement;

NOW, THEREFORE, for and in consideration of the above premises and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, Seller and Buyer hereby covenant and agree as follows:

ARTICLE I  
REAL PROPERTY

Section 1.1. **AGREEMENT TO PURCHASE AND SELL.** The Seller agrees to sell and the Buyer agrees to purchase subject to the terms and conditions set forth herein that certain real property (herein the "Real Property") located in the County of Clark, State of Nevada, which is legally described in Exhibit "B" attached hereto and hereby made a part hereof.

ARTICLE II  
PURCHASE PRICE AND PAYMENT

Section 2.1. **PURCHASE PRICE.** The cash purchase price (herein the "Purchase Price") for the Real Property is ONE HUNDRED AND THIRTY-FIVE THOUSAND DOLLARS (\$135,000.00).

Section 2.2. **PAYMENT OF PURCHASE PRICE.** The Purchase Price for the Real Property shall be payable in cash on Close of Escrow, to Seller.

ARTICLE III  
OPENING AND CLOSING OF ESCROW

Section 3.1. **OPENING OF ESCROW AND ESCROW INSTRUCTIONS.** (a) Upon execution of this Agreement by both parties, the parties hereto shall deposit one (1) executed counterpart of this Agreement with National Title Company, Attn.: Marilyn Roberts, 714 E. Sahara Avenue, Las Vegas, Nevada, 89104, (herein the "Escrow Agent"). This instrument shall serve as the joint instructions to Escrow Agent for opening of an escrow to consummate the transaction contemplated

herein. The parties agree to execute such additional escrow instructions as may be appropriate to enable Escrow Agent to comply with the terms of this Agreement; provided, however, that in the event of any conflict between the provisions of this Agreement and Escrow Agent's instructions, the terms of this Agreement shall control. Escrow Agent shall be responsible only for undertaking such matters in connection with the Close of Escrow as are specifically provided for herein or in any additional escrow instructions executed by the parties.

Section 3.2. **CLOSING DATE.** (a) The payment of the ONE HUNDRED AND THIRTY-FIVE THOUSAND DOLLARS (\$135,000.00) purchase price contemplated by this Agreement shall occur within thirty (30) days after the execution of this Agreement.

Section 3.3. **CLOSING COSTS AND FEES.**

- A) The Seller shall pay for the cost of an CLTA owners coverage of title insurance.
- B) All other normal costs and charges associated with the closing of this escrow shall be shared equally.
- C) Any outstanding amount due on any bonds, assessments, taxes, or other similar charge imposed upon the Real Property by Clark County or any other governmental entity or special district shall be paid by the Seller as of the Closing Date.
- D) Any unspecified cost shall be the responsibility of the party customarily bearing such costs in Clark County as such custom is declared by the Escrow Agent.
- E) Any and all debts, liens, and encumbrances against such property shall be paid in full by Seller at the Close of Escrow.
- F) All Closing Costs shall be paid at the Close of Escrow.

Section 3.4. **DISBURSEMENT OF FUNDS.** After Close of Escrow, the Escrow Agent shall disburse the Purchase Price less Seller's share of costs of Escrow.

Section 3.5. **CLOSING STATEMENTS.** Immediately after Close of Escrow, the Escrow Agent shall deliver to the Seller at the address provided in Section 7.2 a true, correct and complete copy of the Seller's Closing Statement, in form customarily prepared by the Escrow Agent and shall deliver to the Buyer at the address provided in Section 7.2 a true, correct and complete copy of the Buyer's Closing Statement, in form customarily prepared by the Escrow Agent.

ARTICLE IV  
TITLE TO THE REAL PROPERTIES

Section 4.1. **TITLE.** The Seller agrees to convey to the Buyer the Real Property and to execute the Deed subject to easements and other exceptions identified by Escrow Agent.

Section 4.2. **TITLE INSURANCE.** The Seller agrees that as a condition to closing, National Title Company, Attn.: Marilyn Roberts, 714 E. Sahara Avenue, Las Vegas, Nevada, 89104 will issue its

CLTA insurance coverage owner's policy with such endorsements as requested by the Buyer insuring fee simple title in the name of the Buyer, subject to the exceptions set forth in such policy, and in an amount not exceeding value of ONE HUNDRED AND THIRTY-FIVE THOUSAND DOLLARS (\$135,000.00).

## ARTICLE V CONDITIONS TO CLOSE OF ESCROW

Section 5.1. **GENERAL.** The provisions of this Article are conditions precedent to the Close of Escrow.

Section 5.2. **APPROVAL OF TITLE.** Upon the execution of this Agreement and prior to Close of Escrow, the Escrow Agent shall provide to the Buyer a preliminary title report, indicating that the Real Property is subject to those easements and exceptions and that Escrow Agent is prepared to issue its CLTA title insurance policy subject to such exceptions. In the event Buyer disapproves the preliminary title report, Buyer may terminate this Agreement without penalty or costs (except its share of escrow fees up to the termination date).

Seller agrees not to cause, allow or permit any new lien, encumbrance, easement or other exceptions to the title to be placed against the Real Property subsequent to the execution of this Agreement and Close of Escrow without the written approval of the Buyer.

## ARTICLE VI REPRESENTATIONS AND WARRANTIES

Section 6.1. **REPRESENTATIONS AND WARRANTIES BY THE SELLER.** The Seller hereby represents and warrants to the Buyer the following:

- A) As far as is known to Seller, the Seller owns the Real Property subject to the easements and exceptions identified in the Preliminary Title Report and has no knowledge of any unrecorded or undisclosed legal or equitable interest therein owned or claimed by any person, firm or corporation. The Seller has taken no action prior to the Execution of this Agreement which would adversely affect title to the Real Property.
- B) This Agreement and all documents executed by the Seller which are to be delivered to the Buyer at the Close of Escrow are intended to be legal, valid, and binding obligations of the Seller and are enforceable in accordance with their respective terms.
- C) The Seller is not aware of any violation of any applicable laws, ordinances, rules, regulations, judgments, orders or covenants, conditions or restrictions, whether federal, state, local or private, with respect to the Real Property.

Section 7.3. **SUCCESSORS AND ASSIGNS.** This Agreement shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, subject to the provisions of this Agreement regarding assignment.

Section 7.4. **ASSIGNMENT.** Neither party shall assign any of the rights nor delegate any of the duties under this Agreement without the express written consent of the other party.

Section 7.5. **NONLIABILITY OF CITY OFFICIALS AND EMPLOYEES.** No official or employee of the Buyer shall be personally liable to the Seller for any default or breach by the Buyer, for any amount which may become due to the Seller or for any obligation of the Buyer under the terms of this Agreement.

Section 7.6. **AMENDMENTS.** This Agreement may not be amended or modified except by a written instrument executed by the parties hereto.

Section 7.7. **MERGER OF PRIOR AGREEMENTS.** This Agreement (including the exhibits hereto) constitutes the final and only agreement between the parties with respect to the purchase and sale of the Real Property and supersedes all prior and contemporaneous agreements and understandings between the parties hereto relating to the subject matter hereof.

Section 7.8. **TIME OF THE ESSENCE.** Time is of the essence of this Agreement and each and every term, condition and provision hereof.

Section 7.9. **NO WAIVER.** No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

Section 7.10. **COUNTERPARTS.** This Agreement may be executed in three counterparts, each of which shall be deemed to be an original. One original will be filed with the City Clerk, one original will be delivered to Seller, and one original will be delivered to Escrow Agent. This Agreement may not be recorded in the Clark County Recorder's Office unless and until the payment set forth in Section 3.1 is made to Seller.

...  
...  
...

Section 7.11. **SURVIVAL.** The representations and warranties contained in this Agreement, and the covenants that extend beyond the conveyance of title, shall survive the recordation of any deed and shall not be deemed merged into such deed.

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

ATTEST

“Buyer” CITY OF LAS VEGAS

\_\_\_\_\_  
BARBARA JO RONEMUS, CITY CLERK

By \_\_\_\_\_  
JAN LAVERTY JONES, MAYOR

APPROVED AS TO FORM.

*Thomas R. Green 4-5-99*  
DEPUTY CITY ATTORNEY/DATE

“Seller” BYRD FAMILY TRUST

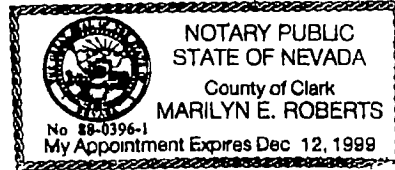
By *Edgar F. Byrd trustee 4/7/99*  
EDGAR F. BYRD DATE

ACKNOWLEDGMENT

STATE OF NEVADA )  
 )ss.  
COUNTY OF CLARK )

On this 7th day of April, 1999, personally appeared before me, the undersigned a Notary Public in and for the County of Clark, State of Nevada, EDGAR F. BYRD, who acknowledged that he executed the above instrument.

Marilyn E Roberts  
NOTARY PUBLIC, in and for said County and State



ACKNOWLEDGMENT

STATE OF NEVADA )  
 )ss.  
COUNTY OF CLARK )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1999, personally appeared before me, the undersigned a Notary Public in and for the County of Clark, State of Nevada, JAN LAVERTY JONES, who acknowledged that she executed the above instrument.

\_\_\_\_\_  
NOTARY PUBLIC, in and for said County and State

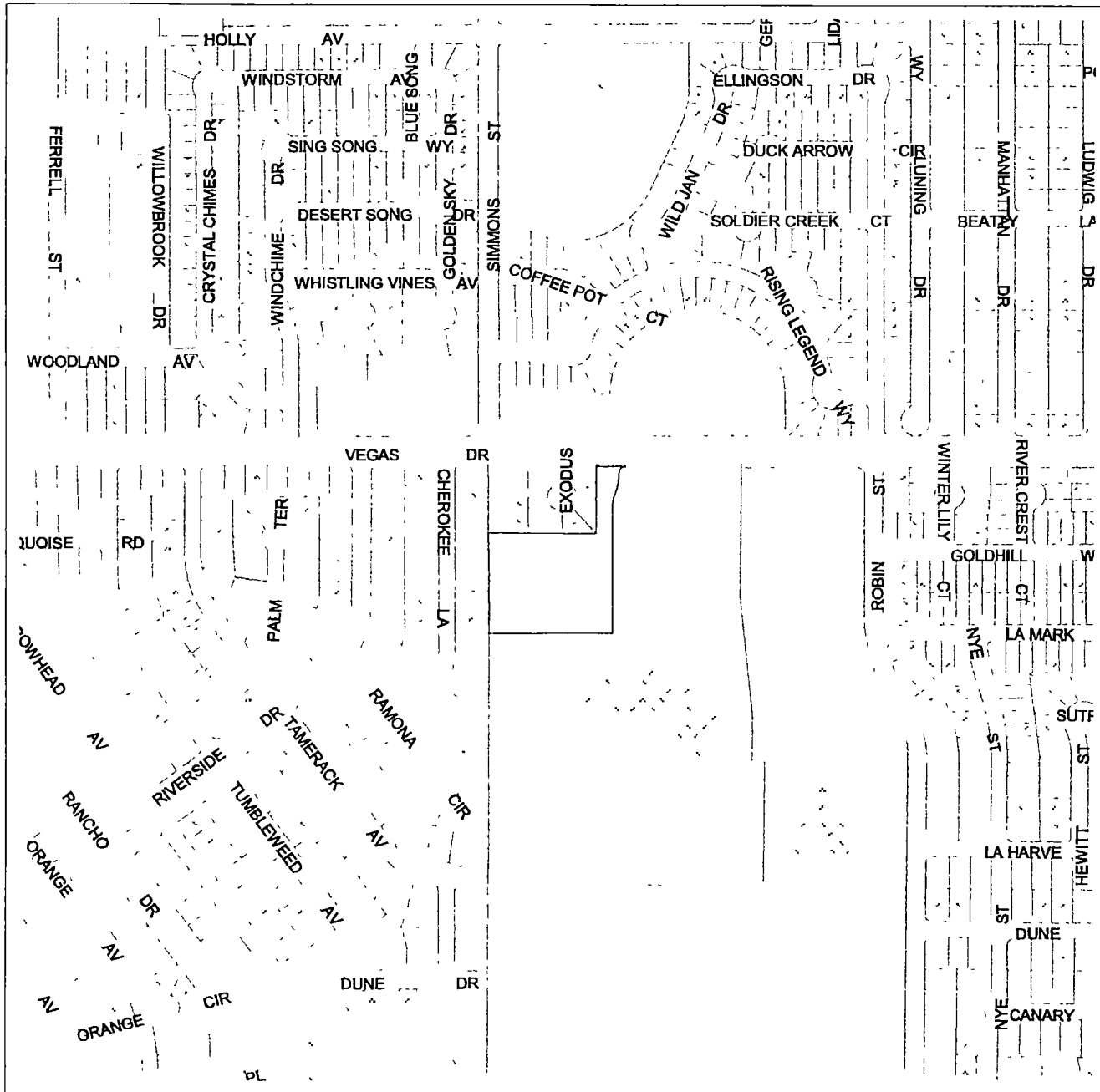
THE UNDERSIGNED Escrow Agent acknowledges receipt of this Agreement and agrees to act in accordance therewith.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 1999.

\_\_\_\_\_

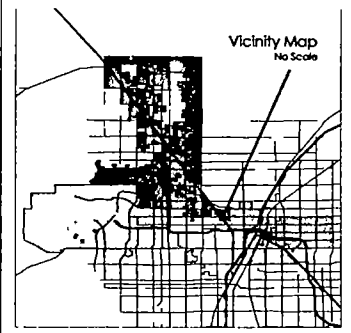
By: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT "A"



Site Map

-  Building Footprints
-  Selected Parcel
-  Parcels
-  Right of Way



Real Estate & Asset Management



1 6000



Date of Data: 1999/02/25

22

EXHIBIT B

situate in the City of Las Vegas, County of Clark, State of Nevada, described as follows:

That portion of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section 29, Township 20 South, Range 61 East, M.D.M., described as follows:

BEGINNING at the Southeast corner of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of said Section 29, thence North 0°02'35" West along the East line of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of said Section 29, a distance of 390.00 feet; thence South 89°59'15" West 474.00 feet; thence South 0°02'35" East 390.00 feet more or less to a point in the south line of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of said Section 29; thence North 89°59'15" East along with said south line a distance of 474.00 feet to the True Point of Beginning.

EXCEPTING THEREFROM the East 30.00 feet as granted to the City of Las Vegas for roads, utilities and other public purposes.

CLARK COUNTY, NEVADA  
JOAN L. SWIFT, RECORDER  
RECORDED AT REQUEST OF

*B. Lorne Coy*  
JAN 9 4 43 PM '86

FEE *6-* DEPUTY *ck*  
OFFICIAL RECORDS  
BOOK INSTRUMENT

*ick*

## INTER-OFFICE MEMORANDUM

April 19, 1999

**TO:**

COUNCILMAN ARNIE ADAMSEN  
 COUNCILMAN GARY REESE  
 REAL ESTATE COMMITTEE

**FROM:**

DAVID ROARK, MANAGER  
 REAL ESTATE & ASSET MGMT. DIVISION

**SUBJECT:**

April 19, 1999, Real Estate Committee Agenda Item/Discussion and possible approval of the sixth amendment to the Municipal Golf Course management agreement to hold manager financially responsible for any and all repairs to water well(s) on golf course.

**COPIES TO:**

MAYOR JAN LAVERTY JONES  
 COUNCILMAN MICHAEL J. MCDONALD  
 COUNCILMAN LARRY BROWN  
 VIRGINIA VALENTINE  
 STEVEN P. HOUCHENS  
 JOHN MCNELLIS  
 JEFF MARESH

**BACKGROUND:**

In November 1998, Council approved a sixth amendment to the existing Las Vegas Municipal Golf Course lease. This allowed the City's maintenance personnel to maintain the well pumps that furnish the golf course and Lorenzi Park with water. We now wish to void that sixth amendment and replace it with the language presented as attached.

The new sixth amendment clarifies more clearly that the management of Las Vegas Municipal Golf Course will not have to reimburse the City for City employees' labor, but will have to reimburse the City for any out-of-pocket costs associated with materials or parts used for maintaining the pumps. Also, in the event that the City or the golf course has to hire an outside contractor for some type of major repairs, the management of the golf course would be responsible for such repairs.

**FISCAL IMPACT:**

None.

**STAFF RECOMMENDATION**

Staff recommends approval to void the existing sixth amendment and replace it with the revised sixth amendment.

MAYOR  
JAN LAVERTY JONES  
  
COUNCILMEN  
ARNIE ADAMSEN  
MICHAEL J. McDONALD  
GARY REESE  
LARRY BROWN  
  
CITY MANAGER  
VIRGINIA VALENTINE



# CITY of LAS VEGAS

April 7, 1999

Mr. Theodore F Kahan, Esquire  
American Golf Corporation  
2951 28<sup>th</sup> Street  
Santa Monica, CA 90405

**Subject: 6<sup>th</sup> Amendment to the Muni Golf Course Management Agreement**

Dear Mr. Kahan.

Please find enclosed two original Sixth Amendment to the Municipal Golf Course Management Agreements. Please obtain signature and return both agreements in the enclosed envelope.

This item will appear on the April 19, 1999, Real Estate Committee Agenda and the April 26, 1999, City Council Agenda. A fully executed original will be returned to you for your files once the agreements are signed by the Mayor.

If you have any questions, you may contact me at (702) 229-6923

Sincerely,

David Roark, Manager  
Real Estate & Asset Management Division

DR:jm

originals to kahan for muni



**SIXTH AMENDMENT TO THE MUNICIPAL GOLF COURSE  
MANAGEMENT AGREEMENT**

THIS AMENDMENT to the Municipal Golf Course Agreement, made and entered into on this 26<sup>th</sup> day of October, 1998, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, (hereinafter referred to as the "City"), and GOLF ENTERPRISES, INC., a Kansas corporation, (hereinafter referred to as the "Manager"),

**W I T N E S S E T H:**

WHEREAS, Colbert-Fogler Golf Enterprises, Inc. and the City of Las Vegas have heretofore, on the 5<sup>th</sup> day of November, 1980, as amended on August 3, 1983, July 3, 1991, April 15, 1992, and April 21, 1993, entered into that certain agreement which is entitled "Golf Course Management Agreement" (hereinafter referred to as the "Agreement") and provides for the operation and maintenance by the Manager of that certain real property which is commonly known as the Las Vegas Municipal Golf Course (the "Golf Course"), including all permanent buildings and all permanent structures which are situated thereon; and

WHEREAS, Manager is the successor in interest to the rights and responsibilities of Colbert-Fogler Gold Enterprises, Inc in the contract entered into with the City of Las Vegas as set forth and amended herein; and

WHEREAS, the parties desire by this Sixth Amendment to the Agreement to provide water well maintenance and financial responsibility,

NOW, THEREFORE, for and in consideration of the premises, of the mutual promises and agreements which are hereinafter contained and of good and valuable considerations, the receipt of which is hereby acknowledged by the respective parties, the parties to hereby agree as follows;

- 1 Paragraph 4 B - The fourth sentence is hereby amended and new fifth through seventh sentences, inclusive, shall be inserted to read as follows:

Manager shall make all necessary repairs, without limitation, to fixtures, buildings, and any other appurtenances to the Golf Course, excluding the water well(s) on said property The City of Las Vegas shall, without reimbursement for City of Las Vegas labor costs, be responsible for maintenance of water well(s) on the Golf Course Manager shall be responsible for out of pocket material costs incurred by the City in connection with the maintenance of water well(s) on the

Golf Course City shall provide Manager an itemized statement for such material costs relating to said water wells and Manager shall submit payment of said statement within thirty (30) days of receipt.

Except as hereinabove set forth, the Original Agreement shall remain valid and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed by their duly authorized representatives the day and year first herein above written

CITY OF LAS VEGAS

By \_\_\_\_\_  
JAN LAVERTY JONES, Mayor  
"City"

ATTEST

\_\_\_\_\_  
BARBARA JO RONEMUS, City Clerk

GOLF ENTERPRISES, INC.

By \_\_\_\_\_

Approved as to form:

*J. P. [Signature]*  
4/6/99

## INTER-OFFICE MEMORANDUM

April 19, 1999

## TO:

COUNCILMAN ARNIE ADAMSEN  
 COUNCILMAN GARY REESE  
 REAL ESTATE COMMITTEE

## FROM:

DAVID ROARK, MANAGER  
 REAL ESTATE & ASSET MGMT. DIVISION

## SUBJECT:

April 19, 1999, Real Estate Committee Agenda  
 Item/Discussion and possible approval of a lease  
 agreement between the City of Las Vegas and  
 Baby Doodads, Inc. in the Incubator Program at  
 the Las Vegas Business Center

## COPIES TO:

MAYOR JAN LAVERTY JONES  
 COUNCILMAN MICHAEL J. MCDONALD  
 COUNCILMAN LARRY BROWN  
 VIRGINIA VALENTINE  
 STEVEN P. HOUCHEMS  
 JOHN MCNELLIS  
 JEFF MARESH

**BACKGROUND:**

The Incubator Program at the Las Vegas Business Center has been a success since it first opened on March 2, 1998. From the first day, all of the office units have been occupied and there has been a waiting list. Due to a recent vacancy, the Tenant has the ability to move into Suite #19 of the Incubator program. The above tenant, Baby Doodads, Inc ("Tenant") was approved by the City Council as an industrial tenant in late 1998, which put the company at the top of the waiting list for office space as it became available.

Tenant will occupy Suite 19, as shown on Exhibit "A" of the Lease Amendment. Tenant will provide marketing and sales of its baby products. Tenant will be eligible for all other benefits enjoyed by other incubator tenants. Tenant's Lease Agreement is on a month-to-month basis for a maximum period of 24 months.

**FISCAL IMPACT:**

The fiscal impact will be \$14,400 over a 24 month period

**STAFF RECOMMENDATION:**

Staff recommends approval of the Lease Agreement between the City of Las Vegas and Baby Doodads, Inc. in the Incubator Program at the Las Vegas Business Center.

**FIRST AMENDMENT TO  
Lease and Management Agreement  
Las Vegas Business Center**

THIS FIRST AMENDMENT TO LEASE AND MANAGEMENT AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 1999, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("City"), and BABY DOODADS, INC. ("Tenant")

**RECITALS**

WHEREAS, the City and Tenant entered into a Lease and Management Agreement ("Agreement") dated November 1, 1998, for the lease of certain Premises at the Las Vegas Business Center; and

WHEREAS, the City and Tenant desire to change certain provisions of the Agreement concerning the term of tenancy, condition of premises and tenant improvements to the Premises.

NOW, THEREFORE, in consideration of the foregoing premises and covenant and conditions set forth herein, the City and Tenant agree to amend the Agreement as follows:

1. In Section 1, delete the entire section and replace with the following:

Subject to the provisions of this Agreement, City hereby leases to Tenant, and Tenant hereby leases from City, certain space within the Incubator commonly known as 1951 Stella Lake Street, Suite 19, Las Vegas, Nevada. The suite (hereinafter the "Premises") consists of approximately 200 square feet and its location and dimensions are shown particularly on the copy of the Floor Plan of the Business Center which is attached hereto as Exhibit "A" and incorporated herein by this reference. Included in the Premises are: desk, hutch, return, executive chair, two guest chairs, file cabinet, computer software and hardware, and telephone.

2. In Section 3, delete entire section and replace with the following:

City will provide the Premises and Services as detailed in this section. Services shall include:

- a) all utilities;
- b) basic telephone system;
- c) staff support;
- d) business counseling to Tenant or refer Tenant to persons with the needed business skills;
- e) shared computer printer;
- f) fax and copy machines;
- g) limited reception services; and
- h) a minimum of six free training seminars

3. In Section 4, delete Item a) and replace with the following:

- a) Attend a minimum of six classes of business skill training during the first year, which training will be agreed to by Tenant and City staff;

4. In Section 5, delete the entire section and replace with the following:

Tenant agrees to pay City at such place as City may designate, without prior demand therefor and without any deductions or setoff whatsoever, and as minimum monthly rent, the sum of Six Hundred Dollars and No/Hundredths (\$600.00) in advance, on the first day of each calendar month of the Agreement. Tenant agrees to pay City, on February 1, 1999, the first full month's rent and, if the Commencement Date occurs on a day other than the first day of the month, additional rent for the initial fractional month prorated on a per diem basis. Rental payments made by Tenant to City may be by check or draft and are subject to collection. If payment of any rent by check or draft is dishonored upon presentation for payment, Tenant shall pay a Twenty-five and No/hundredths (\$25.00) return check charge, which shall be payable to City, as additional rent, together with Tenant's next monthly rental payment. If the square footage of the Premises is increased or decreased by mutual written agreement during the term of this Agreement, the minimum rent shall be adjusted accordingly.

It is understood and agreed that the monthly rental payments may be paid to the City of Las Vegas on behalf of Tenant by the Southern

Nevada Enterprise Community (SNEC ) in accordance with the terms of the Interlocal Agreement between Clark County (Grantee Agency for the Southern Nevada Enterprise Community Program) and City of Las Vegas for State of Nevada Social Services Block Grant Title XX Grant Funds. In the event that the monthly rents are paid by SNEC, it shall be as follows.

| <b>Schedule</b>           | <b>Tenant</b> | <b>SNEC</b> |
|---------------------------|---------------|-------------|
| First six (6) months      | \$200.00      | \$400.00    |
| Second six (6) months     | \$300.00      | \$350.00    |
| Second twelve (12) months | \$400.00      | \$300.00    |

In exchange for the supplemental rent provided by SNEC, Tenant will cooperate with other Tenants and Incubator Manager to develop a series of workshops to benefit Enterprise Community residents by providing training about starting a business or getting a job.

Except as expressly set forth in this First Amendment, all provisions of the Agreement shall remain valid and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Lease and Management Agreement as of the date first above written.

CITY OF LAS VEGAS

By: \_\_\_\_\_  
JAN LAVERTY JONES, Mayor

ATTEST:

\_\_\_\_\_  
BARBARA JO RONEMUS, City Clerk

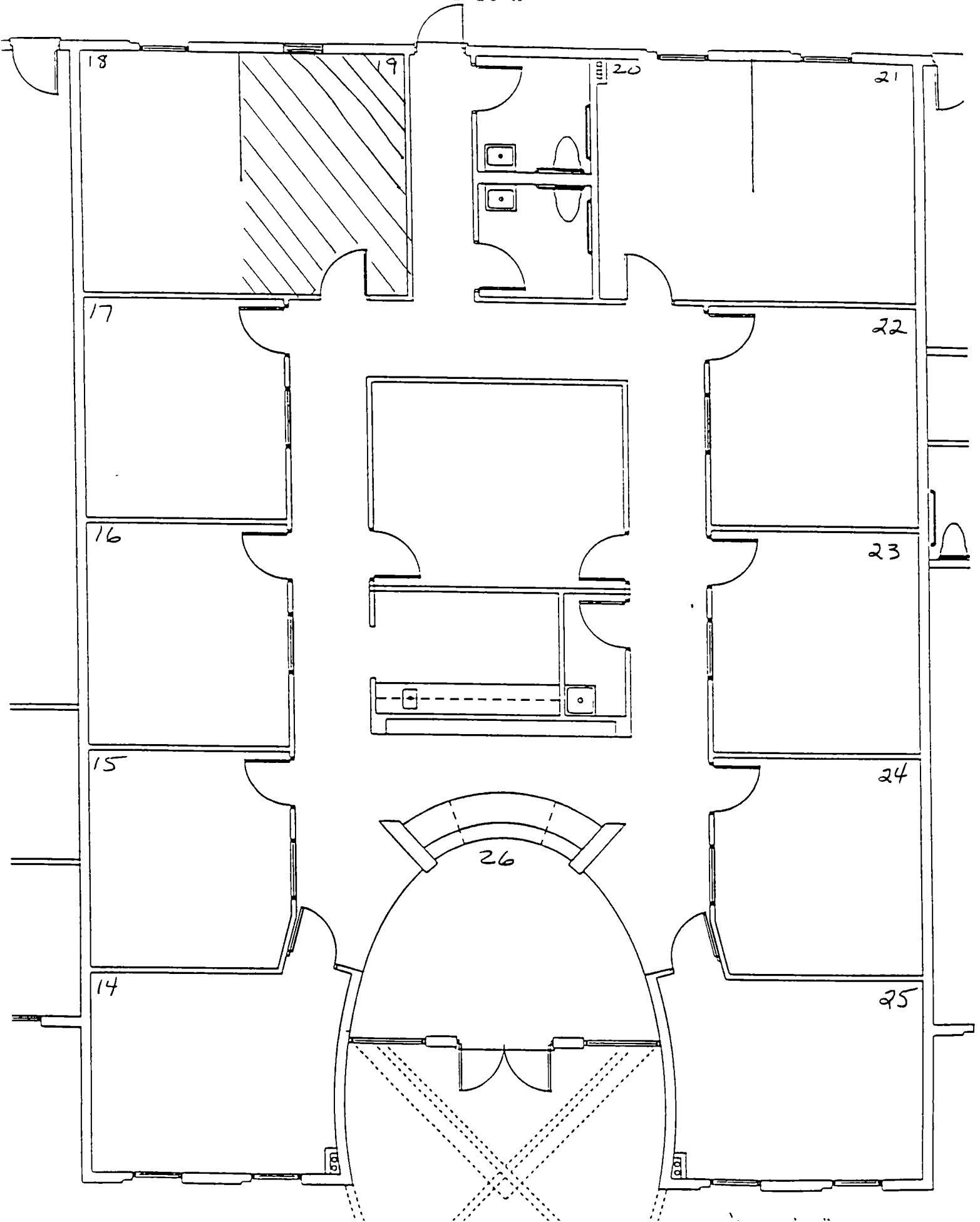
APPROVED AS TO FORM:

J. Ponticello      3/18/99  
Date

BABY DOODADS, INC.

By: Linda Martinelli  
Linda Martinelli, President

LAS VEGAS BUSINESS CENT  
1951 Stella Lake St.  
"Exhibit A"



## INTER-OFFICE MEMORANDUM

April 19, 1999

## TO:

COUNCILMAN ARNIE ADAMSEN  
 COUNCILMAN GARY REESE  
 REAL ESTATE COMMITTEE

## FROM:

DAVID ROARK, MANAGER  
 REAL ESTATE & ASSET MGMT DIVISION

## SUBJECT:

April 19, 1999, Real Estate Committee Agenda Item/Discussion and possible approval of a lease agreement between the City of Las Vegas and Penny A. Jackson, dba Counseling Services Plus, Inc. in the Incubator Program at the Las Vegas Business Center

## COPIES TO:

MAYOR JAN LAVERTY JONES  
 COUNCILMAN MICHAEL J. MCDONALD  
 COUNCILMAN LARRY BROWN  
 VIRGINIA VALENTINE  
 STEVEN P HOUCHENS  
 JOHN MCNELLIS  
 JEFF MARESH

**BACKGROUND:**

The Incubator Program at the Las Vegas Business Center has been a success since it first opened on March 2, 1998. From the first day, all of the office units have been occupied and there has been a waiting list. Due to the need for additional office space to accommodate the proposed tenants, NSD management decided to convert the office space in the front of Suite 9 to four office-cubicle spaces, known as Incubator Office #2. The above proposed tenant, Penny A. Jackson, dba Counseling Services Plus, Inc. ("Tenant") has been on the waiting list since February, 1998.

The four desks located in Office #2 have been designated as areas A, B, C, and D. Tenant will occupy desk "C", as shown on Exhibit A of the Lease Amendment. Tenant will provide counseling services for persons regarding AIDS, substance abuse, and behavior disorders. Tenant will be eligible for all other benefits enjoyed by tenants. Tenant's Lease Agreement is on a month-to-month basis for a maximum period of 24 months.

**FISCAL IMPACT:**

The fiscal impact will be \$12,000 over a 24 month period.

**STAFF RECOMMENDATION:**

Staff recommends approval of the Lease Agreement between the City of Las Vegas and Penny A. Jackson, dba Counseling Services, Plus in the Incubator Program at the Las Vegas Business Center.

## LEASE AND MANAGEMENT AGREEMENT

### Las Vegas Incubator

THIS LEASE AND MANAGEMENT AGREEMENT (hereinafter "Agreement") entered into this 26th day of April, 1999, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter "City"), and PENNY A JACKSON, DBA COUNSELING SERVICES PLUS, INC. a for-profit Nevada corporation (hereinafter "Tenant")

#### WITNESSETH:

WHEREAS, City is the owner of the Las Vegas Business Center ("Business Center"), located at 1951 Stella Lake Drive in Las Vegas, Nevada, and

WHEREAS, City has established the Las Vegas Incubator ("Incubator") within the Business Center to provide a supportive environment to improve the management skills of small and new businesses to stabilize them and provide for eventual expansion; and

WHEREAS, City proposes to improve the business environment to enhance the economic well-being of the community and provide employment opportunities for area residents who are of low to moderate income; and

WHEREAS, City desires to make available to Incubator Tenant ("Tenant"), by means of this Agreement, certain space within the Incubator on the terms and conditions set forth herein; and

WHEREAS, the Business Center was constructed in part with funds from the Economic Development Administration ("EDA") in the form of a grant (#07-01-03025), whose general and special purpose (hereinafter referred to as the purpose of the EDA grant) was to construct a light industrial/office building for multiple tenants in the Las Vegas Special Impact Area; and

WHEREAS, the Business Center was also constructed in part with funds from the U. S. Department of Housing and Urban Development ("HUD") Community Development Block Grant ("CDBG") as a capital improvement project; and

WHEREAS, the operations of the Incubator are being jointly funded through Business Center Program Income, a grant from Wells Fargo Bank, and a grant from the Southern Nevada Enterprise Community, and

WHEREAS, this Agreement is consistent with the purpose of the separate and various federal and private funds provided for that purpose.

NOW, THEREFORE, in consideration of the foregoing and the covenants and conditions set forth herein, the parties agree as follows:

#### 1. AGREEMENT OF PREMISES

Subject to the provisions of this Agreement, City hereby leases to Tenant, and Tenant hereby leases from City, certain space within the Incubator commonly known as 1951 Stella Lake Drive, Suite 9C, Las Vegas, Nevada. The suite (hereinafter the "Premises") consists of approximately 100 square feet and its location and dimensions are shown particularly on the

copy of the Floor Plan of the Business Center which is attached hereto as Exhibit "A" and incorporated herein by this reference. Included in the Premises are: desk, executive chair, a guest chair, file cabinet, computer software and hardware, and telephone.

## 2. TERM

Unless earlier terminated in accordance with the provisions of this Agreement, the term of this Agreement shall be on a month to month basis. The term shall begin on May 1, 1999 (the "Commencement Date") and shall end on April 30, 2001. In the event that either City or Tenant desires to terminate this Agreement, City (or its designated representative) or Tenant shall terminate this Agreement by providing fifteen (15) days notice without cause. Such notice will not negate the obligations of the Tenant to pay any rent that is due and payable for term that the Premises are occupied. However, under no circumstances, shall this Agreement exceed twenty-four months from the Commencement Date.

## 3. OBLIGATIONS OF THE CITY

City will provide the Premises and Services as detailed in this section. Services shall include:

- a) all utilities;
- b) basic telephone system;
- c) staff support;
- d) business counseling to Tenant or refer Tenant to persons with the needed business skills;
- e) shared computer printer;
- f) fax and copy machines,
- g) limited reception services; and
- h) a minimum of six free training seminars.

## 4. OBLIGATIONS OF THE TENANT

In exchange for the Rent and Services provided by this Agreement, Tenant agrees to the following:

- a) Attend a minimum of one class of business skill training per month during the first six months of occupancy, which training will be agreed by Tenant and City staff;
- b) Develop a Business Plan by the end of the first year of occupancy;
- c) Purchase a City of Las Vegas business license within 30 days after Commencement of this agreement;
- d) Attend a mandatory "round table" discussion each month of related business topics established and designated by City in advance and with sufficient and proper notice.

## 5. MINIMUM RENT

Tenant agrees to pay City at such place as City may designate, without prior demand therefor and without any deductions or setoff whatsoever, and as minimum monthly rent, the sum of Five Hundred Dollars and No/Hundredths (\$500.00) in advance, on the first day of each

calendar month of the Agreement. Tenant agrees to pay City, on May 1, 1999, the first full month's rent and, if the Commencement Date occurs on a day other than the first day of the month, additional rent for the initial fractional month prorated on a per diem basis. Rental payments made by Tenant to City may be by check or draft and are subject to collection. If payment of any rent by check or draft is dishonored upon presentation for payment, Tenant shall pay a Twenty-five and No/hundredths (\$25.00) return check charge, which shall be payable to City, as additional rent, together with Tenant's next monthly rental payment. If the square footage of the Premises is increased or decreased by mutual written agreement during the term of this Agreement, the minimum rent shall be adjusted accordingly.

It is understood and agreed that the monthly rental payments may be paid to the City of Las Vegas on behalf of Tenant by the Southern Nevada Enterprise Community (SNEC ) in accordance with the terms of the Interlocal Agreement between Clark County (Grantee Agency for the Southern Nevada Enterprise Community Program) and City of Las Vegas for State of Nevada Social Services Block Grant Title XX Grant Funds. In the event that the monthly rents are paid by SNEC, it shall be as follows:

| <b>Schedule</b>           | <b>Tenant</b> | <b>SNEC</b> |
|---------------------------|---------------|-------------|
| First six (6) months      | \$150.00      | \$350.00    |
| Second six (6) months     | \$175.00      | \$325.00    |
| Second twelve (12) months | \$200.00      | \$300.00    |

It is understood that that the supplemental rent will be provided by SNEC because Tenant has agreed to provide discounted services as agreed by Incubator Manager and Tenant to a minimum of 5 Enterprise Community residents per month.

## 6. NON-RELOCATION

It is understood and agreed that 34% of the funds to reconstruct the Business Center were received by means of a grant from EDA. Sixty-six (66%) of the funds were received from the United States Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program. It is a condition of the EDA grant that the building on the Premises not be leased to a company which has relocated its facility from one commuting area to another. Tenant represents and warrants that it has not relocated its business facility from a location outside the Las Vegas Metropolitan Statistical Area ("Area") to the Business Center. Tenant agrees to comply with EDA policies concerning nonrelocation by furnishing to City, a "Employer's Certificate of Nonrelocation", the form of which is attached as Exhibit "B" and provided by the City.

This condition does not apply to businesses which:

- (i) relocated to the Area prior to the date of the Tenant's application for Agreement;
- (ii) have moved or will move into the Area primarily for reasons which have no connection to the Agreement of the Las Vegas Business Center;
- (iii) will expand employment in the Area substantially beyond employment in the area in which the business had originally been located;

- (iv) are relocating from technologically obsolete facilities to be competitive;
- (v) are expanding into the Area by adding a branch, affiliate, or subsidiary while maintaining employment levels in the old areas; or
- (vi) are determined by EDA to be exempt (13 CFR Section 316.4(b)).

7 EMPLOYMENT

- A. It is understood, acknowledged and agreed by Tenant that funds to reconstruct the Business Center were received from the EDA and the CDBG Program. Consistent with the requirements of those funding sources, Tenant agrees that it will implement a program to offer and provide jobs to persons of low and moderate incomes.
- B. In order for Tenant to comply with the requirements of subsection A of this Section 7, Tenant either must fill at least fifty-one percent (51%) of the job openings that are created after the Commencement Date of this Agreement with persons of low to moderate income, as defined by HUD regulations, or make openings available to such persons. In order to assure that the latter alternative is met, the requirement of special skills or education may not be used as a barrier to such openings, and first consideration for filling those openings must be accorded to low to moderate income persons. Tenant may, but is not required to, fulfill this requirement of "first consideration" through the use of a referral agency that has been approved by City as being capable of identifying and placing eligible persons, such as Nevada Business Services. Tenant may fulfill its obligation under subsection A of this Section 7 by complying with alternative job creation plans that may be adopted and approved by City and the federal funding agencies described in said subsection.
- C. In order to demonstrate compliance with this Section 7, Tenant shall, for each person who is hired or considered for hire, either obtain and keep on file for verification the necessary information about the person to determine low to moderate income status or otherwise document satisfaction of the requirements of this Section.
- D. Tenant agrees to repay to City any costs which may be disallowed by City or the United States Government in connection with Tenant's failure to comply with the provisions of this Section 7.

8. CONDITION OF PREMISES

The Premises are leased to Tenant on an "as-is" basis, except that City warrants that the building complies with applicable building-related codes. City makes no other warranty concerning the Premises and shall have no obligation to construct any improvements other than those that presently exist.

9. RENT DEFINED

The terms "rent" and "rental" as used in this Agreement means the minimum rent as described in Section 5, any rental adjustment to reflect increases or decreases in the area of the Premises, any additional rents, any amounts to be reimbursed by Tenant and any and all other sums, no matter how designated, that are required to be paid by Tenant under this Agreement.

10. LATE CHARGES

In the event Tenant is delinquent in the payment of rent for a period in excess of ten (10) days, there shall be added to the rent a late charge equal to three percent (3%) of the monthly rent.

11. USE OF PREMISES

Tenant agrees to use the Premises solely for the purpose of conducting its business, which is expressly limited to AIDS, substance abuse, and behavior disorder counseling services, that can be approved under the City Business License. Except as expressly consented to in writing by City, Tenant shall not use or permit the Premises to be used for any purpose, and shall not operate under any name, other than those which are set forth in this Section 11. In addition, Tenant agrees not to use the Premises or permit its use for any purpose that is inconsistent with the purpose of the EDA and CDBG grants. Tenant agrees to maintain Premises in good condition and to not use any nails, bolts, or any other materials to change the walls, floors, or any other portion of the Premises, without the written consent of City. In addition, Tenant agrees to not add any computer software or any other computer materials to the computer provided by the City without written consent of City. Tenant agrees to use reasonable caution and respect other Tenants' confidentiality when using shared equipment and space. Because the building was constructed with federal funds, Tenant agrees to maintain a drug free environment and will sign the Drug Free Certification, the form of which is attached hereto as Exhibit C.

12. LAWS, WASTE, NUISANCE

Tenant covenants that it:

- A. Will not use or suffer or permit any persons or persons to use the Premises or any part thereof for conducting thereon any activity not authorized in this Agreement;
- B. Will comply with all laws, ordinances, regulations and requirements, now in force or which hereafter may be in force, of any lawful governmental body or authority having jurisdiction over the Premises;
- C. Will keep the Premises and every part thereof in a clean, neat and orderly condition, and will in all respects and at all times fully comply with all health and police regulations; and
- D. Will not suffer, permit or commit any nuisance or waste.

13. CHANGES TO AND OPERATION OF BUSINESS CENTER

City reserves the right at all times to exercise reasonable control over, and from time to time to make changes, alterations or additions to, the Business Center. City shall endeavor to do so with a minimum of disruption to Tenant's rights under this Agreement. This Section does not diminish Tenant's right to seek any remedy available at law or in equity for injury or damage that Tenant may suffer because of City's alteration of the interior of the Premises.

City shall maintain the structural components of the Business Center. The structural components of the Business Center shall consist of the following: the foundations, bearing and exterior walls, the roof; the electrical, plumbing and sewage systems lying outside the Premises; gutters and downspouts and other structural improvements made by City to the building in which the Premises are located. If City is required to make structural repairs by reason of Tenant's negligent act or omission, Tenant shall pay City's cost for making such repairs within fifteen (15) days after presentation of a bill therefor. Failure of Tenant to do so shall constitute a default

by Tenant hereunder. City's obligation of repair as provided for herein is expressly conditioned upon City's receipt of written notice, given in the manner set forth in Section 42, of the need for such repair. City shall have no liability to Tenant based upon City's failure to repair in the absence of the notice hereby required to be given.

#### 14. ALTERATIONS

Tenant shall not make or cause to be made to the Premises any alterations, additions or improvements, or install or cause to be installed any trade fixtures, exterior signs, floor coverings, interior or exterior lighting, plumbing fixtures, or shades or awnings, or make any other changes, without first obtaining City's written approval. Tenant shall present to the City plans and specifications for such work at the time approval is sought. In the event City consents to the making of any alterations, additions or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense. All such work with respect to any alterations, additions and changes shall be done in a good and workmanlike manner and diligently prosecuted to completion such that, except as absolutely necessary during the course of such work, the Premises shall at all times be a complete operating unit. Any such alterations, additions or changes shall be performed and done strictly in accordance with all laws, regulations and ordinances relating thereto. In performing the work of any such alterations, additions or changes, Tenant shall have the same performed in such a manner as not to obstruct access to any portion of the Premises or the Business Center. Any alterations, additions or improvements to the Premises including wall covering, paneling and built-in cabinet work, but excepting movable furniture and trade fixtures, shall at once become a part of the realty and shall be surrendered with the Premises and to become the property of City unless City otherwise elects at the end of the term hereof.

#### 15. UTILITIES

City shall provide all utilities, including gas, electricity, water, sewer, and the basic telephone system. Tenant shall be responsible for and shall promptly pay all additional charges to the monthly telephone bills, such as second line or voice mail, in excess of the basic telephone system which is provided by the City, including long distance fax charges. City shall not be liable in the event of any interruption in the supply of any utility services to the Premises or Business Center except and unless said interruption is due City's negligence. Tenant agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities and that if any equipment installed by Tenant shall require additional utility facilities, the same shall be installed at Tenant's expense in accordance with plans and specifications previously approved in writing by City.

#### 16. USE OF PARKING AND OTHER AREAS

In connection with its use of the Premises pursuant to this Agreement, Tenant is entitled to reasonable use of the parking lot for the Business Center under a revocable license. All facilities in or about the Business Center shall be subject to the exclusive control and management of City. City shall have the right to construct, maintain and operate lighting and other facilities on all said areas and improvements; to police the same; to change the area, level, location and arrangements of the parking area and other common facilities; to restrict parking by Tenants, their officers, agents, and employees; to close all or any portion of said areas or facilities to such extent as may be legally sufficient to prevent a dedication thereof or the accrual of any right to any person or the public therein; and to close temporarily all or any portion of the

parking areas or facilities to discourage non-customer parking. City shall operate and maintain the parking area in such manner as City in its discretion shall determine. City shall have full right and authority to employ and discharge all its personnel with respect thereto, and shall have the right, through reasonable rules, regulations and/or restrictive covenants promulgated by it from time to time, to control use and operation of the parking area in order that the same may occur in a proper and orderly fashion. No such rules, regulations or restrictive covenants may be enforced against Tenant unless notice thereof is first provided to Tenant.

#### 17. TAXES

Subject to applicable exemptions from tax, Tenant shall be solely responsible for and shall pay before delinquency any and all taxes of any nature that may be levied, assessed or imposed upon the possession or use of the Premises or buildings, structures, improvements, personal property and other taxable interests located in or upon the Premises.

#### 18. RESPONSIBILITY AND LIABILITY

Tenant will be financially responsible to City for liability or claims for damages or injury resulting from negligent or intentional acts or omissions by Tenant and its employees in connection with an occurrence upon the Premises during the term of this Agreement, and Tenant will resist and defend at its own expense any actions or proceeding brought against City by reason of such claims.

#### 19. INSURANCE

Tenant agrees to procure and maintain, at its sole cost and expense by the end of the first year of this Agreement and any renewal period thereof, the following:

- A. Fire insurance and extended coverage insurance to cover the replacement cost of Tenant's improvements, trade fixtures, furnishings, equipment and all other personal property;
- B. Worker's compensation coverage as required by law, whether by self-insurance or otherwise.
- C. General liability and property damage coverage with respect to the Premises with combined single limits of not less than \$1,000,000 per person and per occurrence for bodily injury and a limit of not less than \$1,000,000 per accident or occurrence for property damage. The liability coverage may be provided through self-insurance.

Tenant agrees that City shall be an additional named insured with respect to the property damage coverage described in subsection C of this Section 19. Tenant further agrees to deliver to City evidence of the coverages required herein no later than 30 days after the Commencement Date of the Second Year, April 1, 2000. The policy or policies that provide property damage coverage shall contain a provision that the insurer will not cancel or reduce the required coverage without first providing City at least 30 days' written notice.

#### 20. ACCESS TO PREMISES

City shall have the right to place, maintain and repair all utility equipment of any kind in, upon and under the Premises as may be necessary for the servicing of the Premises and other portions of the Business Center. City shall also have the right to enter the Premises upon reasonable notice to inspect or to exhibit the same to prospective purchasers, and Tenants, and to make such repairs, additions, alterations or improvements as City may deem desirable. During

the two (2) months prior to the expiration of this Agreement, City may place upon the Premises signs indicating the availability of the Premises for Agreement, which Tenant shall permit to remain thereon.

City may enter the Premises at any time, without notice, in the event of an actual or believed emergency. City shall at all times have and retain a key with which to unlock all of the doors of the Premises, excluding Tenant's vaults and safes, and City shall have the right to use any and all means which City may deem proper to open said doors in an emergency in order to obtain entry to the Premises. Any entry to the Premises by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of the Premises, or an eviction of Tenant from the leased Premises or any portion thereof.

21. SURRENDER OF PREMISES

Upon expiration or other authorized termination of this Agreement, Tenant shall surrender the Premises in the same condition as they were in at the commencement of this Agreement, except for additions, alterations or changes specifically authorized by City and reasonable wear and tear, and shall deliver all keys to City. Before surrendering the Premises, Tenant shall remove all of its personal property and trade fixtures and such alterations or additions to the Premises made by Tenant as may be specified for removal by City, and shall repair any damage caused by such property or the removal thereof.

22. HOLDING OVER

There will be no holding over after the twenty-four month term. Prior to the end of the twenty-four month term, Tenant will receive a thirty (30) day notice to vacant on or before April 30, 2001.

23. SALE OF BUSINESS CENTER

City reserves the right at any time to sell, convey or otherwise transfer its interest in the Business Center or any portion thereof. In the event of a sale, conveyance or transfer of its interest (other than a transfer for purposes of creating a security interest), City must include, as part of the documents transferring its interest, a provision obligating its successor to honor City's obligations under this Agreement.

24. EMINENT DOMAIN

In case the whole of the Premises, or such part thereof as shall substantially interfere with Tenant's use and occupancy thereof, shall be taken by any lawful power or authority by exercise of the right of eminent domain, or sold to prevent such taking, either Party may terminate this Agreement effective as of the date possession is required to be surrendered to said authority. Tenant shall not because of such taking assert any claim against City or the taking authority for any compensation because of such taking, and City shall be entitled to receive the entire amount of any award without deduction for any estate or interest of Tenant. In the event the amount of property or the type of estate taken shall not substantially interfere with the conduct of Tenant's business, City shall be entitled to the entire amount of the award without deduction for any estate or interest of Tenant. In such event, City shall promptly proceed to restore the Premises to substantially their condition prior to such partial taking, and a proportionate allowance shall be made to Tenant for the rent corresponding to the time during which, and to the part of the Premises of which, Tenant is so deprived on account of such taking and restoration. Nothing

contained in this Section 24 shall be deemed to give City any interest in, or prevent Tenant from seeking any award against the taking authority for, the taking of personal property and fixtures belonging to Tenant or for relocation expenses recoverable against the taking authority.

## 25 DAMAGE OR DESTRUCTION

- A. Tenant shall give prompt notice to City in case of fire or accidents in or near the Premises or in the common areas.
- B. If the Premises are partially damaged by fire or other casualty, City shall repair such damage at its cost, subject to City's option contained in subsection C of this Section, and rent shall be abated according to the part of the Premises which remains unusable by Tenant until such repairs are completed.
- C. If the Business Center or common areas are substantially or totally destroyed, or if the Premises are damaged so extensively that they cannot, in City's opinion, be repaired within sixty (60) days after commencement of such repairs, or if City shall decide to rebuild the Business Center or common areas so that they will be substantially different structurally or architecturally, then either party, at its option and within thirty (30) days after such damage or destruction, may give the other party written notice thereof and this Agreement shall thereupon be canceled effective as of the date of the occurrence of such damage or destruction. If the Agreement is not canceled and City elects to repair and rebuild, this Agreement shall remain in effect and rent shall be abated in proportion to the part of the Premises which are unusable by Tenant.
- D. If any damage referred to in this Section 25 is due in whole or in part to the act, neglect, fault or omission of Tenant, there shall be no abatement of rent.

## 26. LIENS AND ENCUMBRANCES

Tenant agrees to keep the Premises and its interest therein free from liens and encumbrances. If any lien or other encumbrance is filed against the Premises or any part thereof by reason of Tenant's acts or omissions or because of a claim against Tenant, Tenant shall cause the same to be canceled and discharged of record by bond or otherwise within ten (10) days after notice by City. The failure of Tenant to obtain a cancellation or discharge of record by bond or otherwise as provided herein within the time limit hereby established shall constitute a default of the terms of this Agreement.

## 27. ASSIGNMENT AND SUBLETTING

Tenant shall not transfer, assign, delegate, mortgage or hypothecate this Agreement, in whole or in part, or permit the use of the Premises by any person or persons other than Tenant, or sublet the Premises, or any part thereof, without the prior written consent of City in each instance. In accordance with 13 C.F.R. Part 314, Tenant also agrees not to transfer, assign, delegate, mortgage or hypothecate this Agreement, in whole or in part, or sublet the Premises, in whole or in part, for any purpose, or with any effect, that is inconsistent with the purpose of the EDA and CDBG grants.

Any assignment or subletting without City's consent shall be voidable by City and shall constitute a default hereunder which, at the option of City, shall result in the termination of this

Agreement or the exercise of City's other remedies hereunder, or both Consent to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting. The terms of any such consent shall be binding upon any persons holding by, under or through Tenant.

28. DEFAULT BY CITY

In the event City fails to fulfill any obligation under this Agreement, Tenant shall, before exercising any right or remedy available to it, give City written notice of the claimed breach, default or noncompliance, which City shall have the right to cure for the thirty (30) days following the giving of the notice. Subject to the provisions of Section 25 if City fails or refuses to make repairs or provide services which are required hereunder within thirty (30) days after receiving written notice from Tenant of the need therefor, Tenant may exercise any right or remedy available to it under Nevada law.

29. DEFAULT BY TENANT

A Upon the occurrence of any of the following events, City shall have the remedies set forth in subsection B

- 1) Tenant's failure to pay any rental or any other sum due hereunder within thirty (30) days after the same shall be due.
- 2) Tenant's failure to perform any other term, condition, or covenant to be performed by it pursuant to this Agreement within thirty (30) days after written notice of such default shall have been given to Tenant by City.
- 3) The falsification by Tenant or its agents of any document required to be furnished to City hereunder.

B. Upon the occurrence of any of the events set forth in subsection A, City shall have the option to take any or all of the following actions, without further notice or demand of any kind to Tenant or any other person:

- 1) Terminate this Agreement by written notice to Tenant. In the event of such termination, Tenant agrees to immediately surrender possession of the Premises.
- 2) Seek damages and any other remedy, legal or equitable, available under Nevada law.

30. GOVERNING LAW

This Agreement shall be governed by and interpreted according to the laws of the State of Nevada.

31. NO PARTNERSHIP

City does not by this Agreement, in any way or for any purpose, become a partner or joint venturer of Tenant in the conduct of its business or otherwise.

32. FORCE MAJEURE

Each of the parties shall be excused for the period of any delay in the performance of any obligation hereunder when prevented from doing so by cause or causes beyond that party'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.

33. 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 its right to do so in the future. No provision of this Agreement shall be deemed to have been waived by City unless such waiver is in writing.

34. PARTIAL INVALIDITY

If any provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by Law.

35. BROKER'S COMMISSIONS

Tenant represents and warrants that there are no claims against it for brokerage commissions or finder's fees in connection with this Agreement. If any such instances do occur, brokerage commissions or finder's fees will be paid entirely by the Tenant.

36. PROVISIONS BINDING

Except as otherwise provided, all provisions herein shall be binding upon and shall inure to the benefit of the parties, their legal representatives, successors and assigns. In the event of any sale or assignment (except for purpose of security or collateral) by City of the Business Center, the Premises or this Agreement, City shall, from and after the effective date thereof (irrespective of when such sale or assignment occurs), be entirely relieved of all of its obligations which shall, as of the time of such sale or assignment or on the effective date, whichever is later, automatically pass to City's successor in interest. The preceding sentence applies only if City's successor-in-interest is required by the transfer documents to honor City's obligations under this Agreement.

37. NON-DISCRIMINATION

City and Tenant each assures that the Premises are not segregated with respect to race, color, religion or national origin, and each agrees that it will not segregate or discriminate on such grounds with respect to public utilization of or access to the Premises. Tenant agrees to comply with EDA policies concerning nondiscrimination and civil rights by furnishing to City, for transmittal to EDA, a properly executed "Assurance of Compliance with Civil Rights and Other Legal Requirements" form and such other civil rights materials as EDA may require in order to analyze Tenant's civil rights posture and practices. City agrees to provide Tenant with any forms that Tenant may be required to furnish hereunder.

38. ENTIRE AGREEMENT

This Agreement, including any exhibits and addenda attached hereto, set forth the entire agreement between the parties. All such exhibits and addenda mentioned in this Agreement are incorporated herein by reference. Any prior conversations or writings concerning the Agreement of the Premises are merged herein and extinguished. No amendment to this Agreement shall be binding upon City or Tenant unless reduced to writing and executed by the Parties and, in the

case of the Tenant, executed with the same formality as attended Tenant's execution of this Agreement

39. SUBMISSION OF THIS AGREEMENT

Submission of this Agreement for examination by Tenant does not constitute an option for the Premises and becomes effective as an Agreement only upon execution and delivery thereof by City to Tenant. If any provision contained in an amendment or addendum is inconsistent with a provision in the body of this Agreement, the provision contained in said amendment or addendum shall control. The captions and section numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any section or paragraph.

40. AUTHORITY OF SIGNATORIES

Each signatory to this Agreement represents that he or she is duly authorized to execute and deliver the same on behalf of the entity for which he or she is signing and that this Agreement is binding upon said entity in accordance with its terms.

41. NOTICES

Any notice, demand, request, or other instrument which may be or is required to be given under this Agreement shall be delivered in person or sent by United States certified or registered mail, postage prepaid, and shall be sent to the following address:

If to the City:                      City of Las Vegas  
    Attn: City Manager, c/o Director  
    Neighborhood Services Department  
    400 East Stewart Avenue,  
    Las Vegas, Nevada 89101

If to the Tenant:                      Counseling Services Plus, Inc.  
    Penny Jackson, president  
    1951 Stella Lake Drive, Suite #9C,  
    Las Vegas NV 89106

Either party may designate a different address by giving written notice to the other Party.

42. EDA APPROVAL OR WAIVER THEREOF

This Agreement shall not be binding on the parties or take effect until it has been approved by the Assistant Secretary of EDA or his designee, or until such approval has been waived in writing; provided, however, that if such approval or waiver is obtained, the Commencement Date of this Agreement shall be as set forth herein.

43. APPROVAL OR CONSENT BY CITY

Whenever the approval or consent of City is required by this Agreement, such approval or consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first set forth above.

CITY OF LAS VEGAS

By \_\_\_\_\_  
JAN LAVERTY JONES, Mayor  
"CITY"

ATTEST:

\_\_\_\_\_  
BARBARA JO RONEMUS, City Clerk

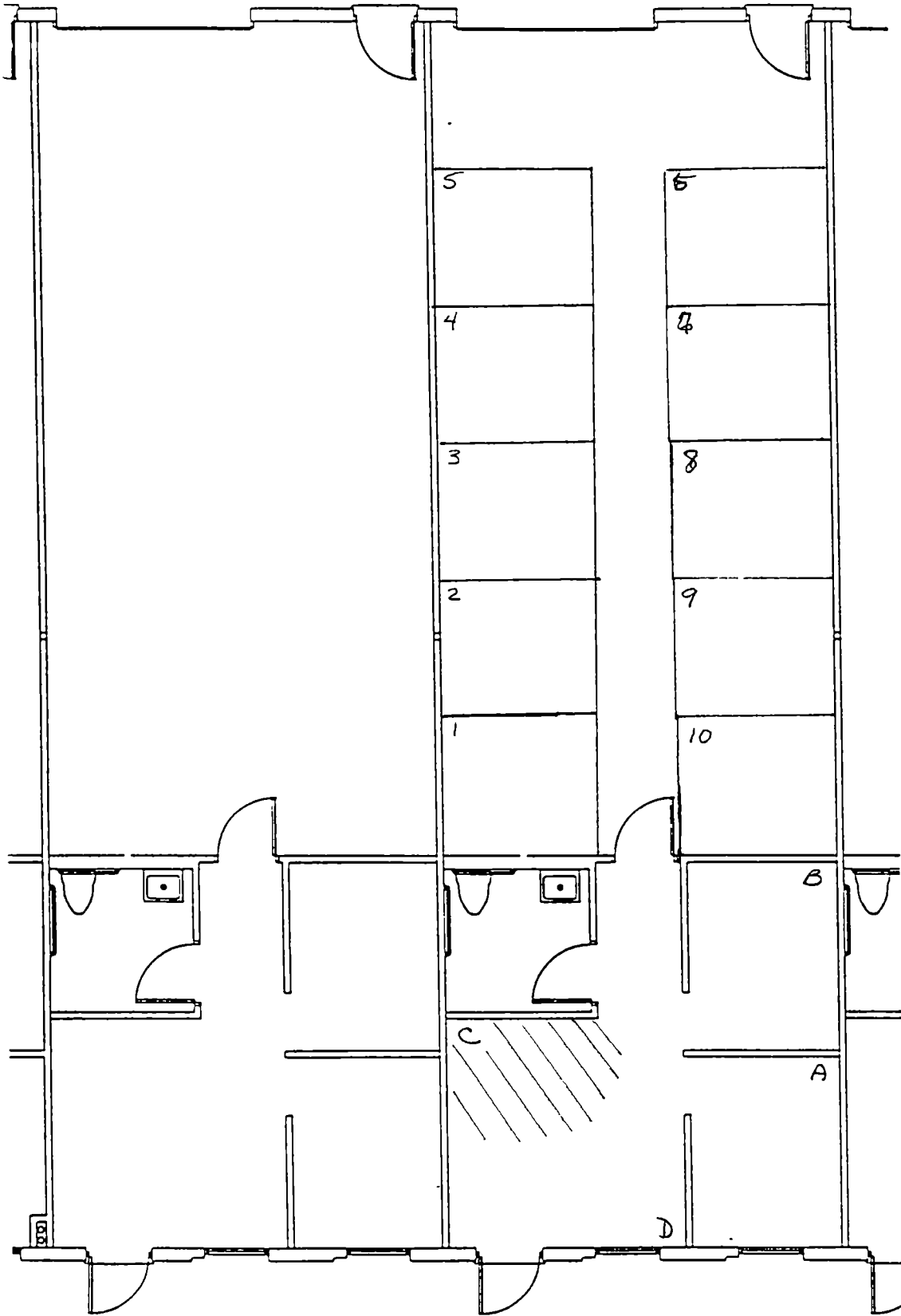
APPROVED AS TO FORM J. P. [Signature]  
3/29/99

COUNSLING SERVICES PLUS, INC.

By Penny A. Jackson, M.A.  
PENNY A. JACKSON, president  
"TENANT"

EXHIBIT A

LAS VEGAS BUSINESS CENTER  
1951 STELLA LAKE ST., LAS VEGAS, NV 89106



N →

SUITE "9"

$\frac{1}{8}'' = 1'-0''$

## Exhibit B

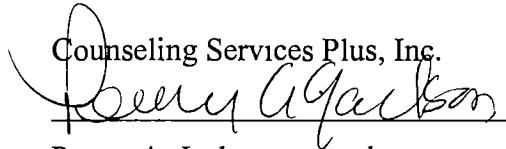
### Employer's Certificate of Nonrelocation

I certify that I have not relocated my business from one commuting area to another. I have not relocated my business from a location outside the Las Vegas Metropolitan Statistical Area ("Area") to the Business Center. I agree to comply with EDA policies concerning nonrelocation by furnishing to City, on this Exhibit D, the "Employer's Certificate of Nonrelocation".

Approved EDA Exemptions from the Nonrelocation:

- (i) relocated to the Area prior to the date of the applicant's application for Lease;
- (ii) moved or will move into the Area primarily for reasons which have no connection to the Lease of the Las Vegas Business Center;
- (iii) expand employment in Area substantially beyond employment in the area in which the business had originally been located;
- (iv) relocating from technologically obsolete facilities to be competitive;
- (v) expanding into the Area by adding a branch, affiliate, or subsidiary while maintaining employment levels in the old areas; or
- (vi) determined by EDA to be exempt (13 CFR Section 316.4(b))

Counseling Services Plus, Inc.



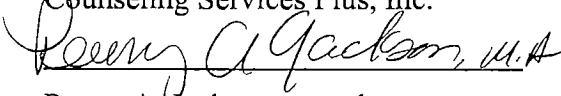
Penny A. Jackson, president

Date 4/7/99

**Exhibit C**  
**Certification Regarding Drug-Free Requirements**  
**City of Las Vegas**  
**Certification**

Tenant certifies that it will provide a drug-free workplace by:

1. Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Premises and specifying the actions that will be taken against employees for violation of such prohibition,
2. Establishing a drug-free awareness program to inform employees about:
  - a the dangers of drug abuse in the workplace;
  - b the Tenant's policy of maintaining a drug-free workplace;
  - c any available drug counseling, rehabilitation, and employee assistance programs;
  - d and
  - e the penalties that may be imposed upon employees for drug violations occurring in the workplace
3. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will:
  - a abide by the terms of the statement; and
  - b notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
4. Notifying the City within ten days after receiving notice under subparagraph 3b from an employee or otherwise receiving actual notice of such conviction;
5. Taking one of the following actions, within 30 days of receiving notice under subparagraph 3b with respect to any employee who is so convicted:
  - a taking appropriate personnel action against such an employee, up to and including termination, or
  - b requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
6. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

Counseling Services Plus, Inc.  
  
Penny A. Jackson, president

## INTER - OFFICE MEMORANDUM

April 19, 1999

## TO:

COUNCILMAN ARNIE ADAMSEN  
COUNCILMAN GARY REESE  
REAL ESTATE COMMITTEE

## FROM:

DAVID ROARK, MANAGER  
REAL ESTATE & ASSET MGMT. DIVISION

## SUBJECT:

April 19, 1999, Real Estate Committee Agenda Item/Discussion and possible approval of a lease agreement between the City of Las Vegas and Gwendolyn M. Jackson & Associates, dba Primerica Financial Services in the Incubator Program at the Las Vegas Business Center

## COPIES TO:

MAYOR JAN LAVERTY JONES  
COUNCILMAN MICHAEL J MCDONALD  
COUNCILMAN LARRY BROWN  
VIRGINIA VALENTINE  
STEVEN P. HOUCHENS  
JOHN MCNELLIS  
JEFF MARESH

**BACKGROUND:**

The Incubator Program at the Las Vegas Business Center has been a success since it first opened on March 2, 1998. From the first day, all of the office units have been occupied and there has been a waiting list. Due to the need for additional office space to accommodate the proposed tenants, NSD management decided to convert the office space in the front of Suite 9 to four office-cubicle spaces, known as Incubator Office #2. The above proposed tenant, Gwendolyn M.. Jackson, dba Primerica Financial Services ("Tenant") has been on the waiting list since October, 1998.

The four desks located in Office #2 have been designated as areas A, B, C, and D. Tenant will occupy desk "B", as shown on Exhibit A of the Lease Amendment. Tenant will provide financial counseling services and job opportunities. Tenant will be eligible for all other benefits enjoyed by tenants. Tenant's Lease Agreement is on a month-to-month basis for a maximum period of 24 months.

**FISCAL IMPACT:**

The fiscal impact will be \$12,000 over a 24 month period.

**STAFF RECOMMENDATION:**

Staff recommends approval of the Lease Agreement between the City of Las Vegas and Gwendolyn M. Jackson, dba Primerica Financial Services in the Incubator Program at the Las Vegas Business Center.

041999 re g jackson

## **LEASE AND MANAGEMENT AGREEMENT**

Las Vegas Incubator

THIS LEASE AND MANAGEMENT AGREEMENT (hereinafter "Agreement") entered into this 12th day of April, 1999, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter "City"), and GWENDOLYN M. JACKSON & ASSOCIATES, a for-profit Nevada proprietorship (hereinafter "Tenant").

### **WITNESSETH:**

WHEREAS, City is the owner of the Las Vegas Business Center ("Business Center"), located at 1951 Stella Lake Drive in Las Vegas, Nevada; and

WHEREAS, City has established the Las Vegas Incubator ("Incubator") within the Business Center to provide a supportive environment to improve the management skills of small and new businesses to stabilize them and provide for eventual expansion; and

WHEREAS, City proposes to improve the business environment to enhance the economic well-being of the community and provide employment opportunities for area residents who are of low to moderate income; and

WHEREAS, City desires to make available to Incubator Tenant ("Tenant"), by means of this Agreement, certain space within the Incubator on the terms and conditions set forth herein; and

WHEREAS, the Business Center was constructed in part with funds from the Economic Development Administration ("EDA") in the form of a grant (#07-01-03025), whose general and special purpose (hereinafter referred to as the purpose of the EDA grant) was to construct a light industrial/office building for multiple tenants in the Las Vegas Special Impact Area; and

WHEREAS, the Business Center was also constructed in part with funds from the U. S. Department of Housing and Urban Development ("HUD") Community Development Block Grant ("CDBG") as a capital improvement project; and

WHEREAS, the operations of the Incubator are being jointly funded through Business Center Program Income, a grant from Wells Fargo Bank, and a grant from the Southern Nevada Enterprise Community; and

WHEREAS, this Agreement is consistent with the purpose of the separate and various federal and private funds provided for that purpose:

NOW, THEREFORE, in consideration of the foregoing and the covenants and conditions set forth herein, the parties agree as follows:

#### **1. AGREEMENT OF PREMISES**

Subject to the provisions of this Agreement, City hereby leases to Tenant, and Tenant hereby leases from City, certain space within the Incubator commonly known as 1951 Stella Lake Drive, Suite 9B, Las Vegas, Nevada. The suite (hereinafter the "Premises") consists of approximately 100 square feet and its location and dimensions are shown particularly on the

copy of the Floor Plan of the Business Center which is attached hereto as Exhibit "A" and incorporated herein by this reference. Included in the Premises are: desk, executive chair, a guest chair, file cabinet, computer software and hardware, and telephone.

## 2. TERM

Unless earlier terminated in accordance with the provisions of this Agreement, the term of this Agreement shall be on a month to month basis. The term shall begin on April 1, 1999 (the "Commencement Date") and shall end on March 31, 2001. In the event that either City or Tenant desires to terminate this Agreement, City (or its designated representative) or Tenant shall terminate this Agreement by providing fifteen (15) days notice without cause. Such notice will not negate the obligations of the Tenant to pay any rent that is due and payable for term that the Premises are occupied. However, under no circumstances, shall this Agreement exceed twenty-four months from the Commencement Date.

## 3. OBLIGATIONS OF THE CITY

City will provide the Premises and Services as detailed in this section. Services shall include:

- a) all utilities;
- b) basic telephone system;
- c) staff support;
- d) business counseling to Tenant or refer Tenant to persons with the needed business skills;
- e) shared computer printer;
- f) fax and copy machines;
- g) limited reception services; and
- h) a minimum of six free training seminars.

## 4. OBLIGATIONS OF THE TENANT

In exchange for the Rent and Services provided by this Agreement, Tenant agrees to the following:

- a) Attend a minimum of one class of business skill training per month during the first six months of occupancy, which training will be agreed by Tenant and City staff;
- b) Develop a Business Plan by the end of the first year of occupancy;
- c) Purchase a City of Las Vegas business license within 30 days after Commencement of this agreement;
- d) Attend a mandatory "round table" discussion each month of related business topics established and designated by City in advance and with sufficient and proper notice.

## 5. MINIMUM RENT

Tenant agrees to pay City at such place as City may designate, without prior demand therefor and without any deductions or setoff whatsoever, and as minimum monthly rent, the sum of Five Hundred Dollars and No/Hundredths (\$500.00) in advance, on the first day of each

calendar month of the Agreement. Tenant agrees to pay City, on April 1, 1999, the first full month's rent and, if the Commencement Date occurs on a day other than the first day of the month, additional rent for the initial fractional month prorated on a per diem basis. Rental payments made by Tenant to City may be by check or draft and are subject to collection. If payment of any rent by check or draft is dishonored upon presentation for payment, Tenant shall pay a Twenty-five and No/hundredths (\$25.00) return check charge, which shall be payable to City, as additional rent, together with Tenant's next monthly rental payment. If the square footage of the Premises is increased or decreased by mutual written agreement during the term of this Agreement, the minimum rent shall be adjusted accordingly.

It is understood and agreed that the monthly rental payments may be paid to the City of Las Vegas on behalf of Tenant by the Southern Nevada Enterprise Community (SNEC ) in accordance with the terms of the Interlocal Agreement between Clark County (Grantee Agency for the Southern Nevada Enterprise Community Program) and City of Las Vegas for State of Nevada Social Services Block Grant Title XX Grant Funds. In the event that the monthly rents are paid by SNEC, it shall be as follows:

| <b>Schedule</b>           | <b>Tenant</b> | <b>SNEC</b> |
|---------------------------|---------------|-------------|
| First six (6) months      | \$150.00      | \$350.00    |
| Second six (6) months     | \$175.00      | \$325.00    |
| Second twelve (12) months | \$200.00      | \$300.00    |

It is understood that that the supplemental rent will be provided by SNEC because Tenant is an Enterprise Community resident.

6. NON-RELOCATION

It is understood and agreed that 34% of the funds to reconstruct the Business Center were received by means of a grant from EDA. Sixty-six (66%) of the funds were received from the United States Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program. It is a condition of the EDA grant that the building on the Premises not be leased to a company which has relocated its facility from one commuting area to another. Tenant represents and warrants that it has not relocated its business facility from a location outside the Las Vegas Metropolitan Statistical Area ("Area") to the Business Center. Tenant agrees to comply with EDA policies concerning nonrelocation by furnishing to City, a "Employer's Certificate of Nonrelocation", the form of which is attached as Exhibit "B" and provided by the City.

This condition does not apply to businesses which:

- (i) relocated to the Area prior to the date of the Tenant's application for Agreement;
- (ii) have moved or will move into the Area primarily for reasons which have no connection to the Agreement of the Las Vegas Business Center;
- (iii) will expand employment in the Area substantially beyond employment in the area in which the business had originally been located;
- (iv) are relocating from technologically obsolete facilities to be competitive;

- (v) are expanding into the Area by adding a branch, affiliate, or subsidiary while maintaining employment levels in the old areas; or
- (vi) are determined by EDA to be exempt (13 CFR Section 316.4(b)).

7. EMPLOYMENT

- A. It is understood, acknowledged and agreed by Tenant that funds to reconstruct the Business Center were received from the EDA and the CDBG Program. Consistent with the requirements of those funding sources, Tenant agrees that it will implement a program to offer and provide jobs to persons of low and moderate incomes.
- B. In order for Tenant to comply with the requirements of subsection A of this Section 7, Tenant either must fill at least fifty-one percent (51%) of the job openings that are created after the Commencement Date of this Agreement with persons of low to moderate income, as defined by HUD regulations, or make openings available to such persons. In order to assure that the latter alternative is met, the requirement of special skills or education may not be used as a barrier to such openings, and first consideration for filling those openings must be accorded to low to moderate income persons. Tenant may, but is not required to, fulfill this requirement of "first consideration" through the use of a referral agency that has been approved by City as being capable of identifying and placing eligible persons, such as Nevada Business Services. Tenant may fulfill its obligation under subsection A of this Section 7 by complying with alternative job creation plans that may be adopted and approved by City and the federal funding agencies described in said subsection.
- C. In order to demonstrate compliance with this Section 7, Tenant shall, for each person who is hired or considered for hire, either obtain and keep on file for verification the necessary information about the person to determine low to moderate income status or otherwise document satisfaction of the requirements of this Section.
- D. Tenant agrees to repay to City any costs which may be disallowed by City or the United States Government in connection with Tenant's failure to comply with the provisions of this Section 7.

8. CONDITION OF PREMISES

The Premises are leased to Tenant on an "as-is" basis, except that City warrants that the building complies with applicable building-related codes. City makes no other warranty concerning the Premises and shall have no obligation to construct any improvements other than those that presently exist.

9. RENT DEFINED

The terms "rent" and "rental" as used in this Agreement means the minimum rent as described in Section 5, any rental adjustment to reflect increases or decreases in the area of the Premises, any additional rents, any amounts to be reimbursed by Tenant and any and all other sums, no matter how designated, that are required to be paid by Tenant under this Agreement.

10. LATE CHARGES

In the event Tenant is delinquent in the payment of rent for a period in excess of ten (10) days, there shall be added to the rent a late charge equal to three percent (3%) of the monthly rent.

11. USE OF PREMISES

Tenant agrees to use the Premises solely for the purpose of conducting its business, which is expressly limited to services related to financial and insurance services that can be approved under the City Business License. Except as expressly consented to in writing by City, Tenant shall not use or permit the Premises to be used for any purpose, and shall not operate under any name, other than those which are set forth in this Section 11. In addition, Tenant agrees not to use the Premises or permit its use for any purpose that is inconsistent with the purpose of the EDA and CDBG grants. Tenant agrees to maintain Premises in good condition and to not use any nails, bolts, or any other materials to change the walls, floors, or any other portion of the Premises, without the written consent of City. In addition, Tenant agrees to not add any computer software or any other computer materials to the computer provided by the City without written consent of City. Tenant agrees to use reasonable caution and respect other Tenants' confidentiality when using shared equipment and space. Because the building was constructed with federal funds, Tenant agrees to maintain a drug free environment and will sign the Drug Free Certification, the form of which is attached hereto as Exhibit C.

12. LAWS, WASTE, NUISANCE

Tenant covenants that it:

- A. Will not use or suffer or permit any persons or persons to use the Premises or any part thereof for conducting thereon any activity not authorized in this Agreement;
- B. Will comply with all laws, ordinances, regulations and requirements, now in force or which hereafter may be in force, of any lawful governmental body or authority having jurisdiction over the Premises;
- C. Will keep the Premises and every part thereof in a clean, neat and orderly condition, and will in all respects and at all times fully comply with all health and police regulations; and
- D. Will not suffer, permit or commit any nuisance or waste.

13. CHANGES TO AND OPERATION OF BUSINESS CENTER

City reserves the right at all times to exercise reasonable control over, and from time to time to make changes, alterations or additions to, the Business Center. City shall endeavor to do so with a minimum of disruption to Tenant's rights under this Agreement. This Section does not diminish Tenant's right to seek any remedy available at law or in equity for injury or damage that Tenant may suffer because of City's alteration of the interior of the Premises.

City shall maintain the structural components of the Business Center. The structural components of the Business Center shall consist of the following: the foundations, bearing and exterior walls, the roof; the electrical, plumbing and sewage systems lying outside the Premises; gutters and downspouts and other structural improvements made by City to the building in which the Premises are located. If City is required to make structural repairs by reason of Tenant's negligent act or omission, Tenant shall pay City's cost for making such repairs within fifteen (15) days after presentation of a bill therefor. Failure of Tenant to do so shall constitute a default

by Tenant hereunder. City's obligation of repair as provided for herein is expressly conditioned upon City's receipt of written notice, given in the manner set forth in Section 42, of the need for such repair. City shall have no liability to Tenant based upon City's failure to repair in the absence of the notice hereby required to be given.

#### 14. ALTERATIONS

Tenant shall not make or cause to be made to the Premises any alterations, additions or improvements, or install or cause to be installed any trade fixtures, exterior signs, floor coverings, interior or exterior lighting, plumbing fixtures, or shades or awnings, or make any other changes, without first obtaining City's written approval. Tenant shall present to the City plans and specifications for such work at the time approval is sought. In the event City consents to the making of any alterations, additions or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense. All such work with respect to any alterations, additions and changes shall be done in a good and workmanlike manner and diligently prosecuted to completion such that, except as absolutely necessary during the course of such work, the Premises shall at all times be a complete operating unit. Any such alterations, additions or changes shall be performed and done strictly in accordance with all laws, regulations and ordinances relating thereto. In performing the work of any such alterations, additions or changes, Tenant shall have the same performed in such a manner as not to obstruct access to any portion of the Premises or the Business Center. Any alterations, additions or improvements to the Premises including wall covering, paneling and built-in cabinet work, but excepting movable furniture and trade fixtures, shall at once become a part of the realty and shall be surrendered with the Premises and to become the property of City unless City otherwise elects at the end of the term hereof.

#### 15. UTILITIES

City shall provide all utilities, including gas, electricity, water, sewer, and the basic telephone system. Tenant shall be responsible for and shall promptly pay all additional charges to the monthly telephone bills, such as second line or voice mail, in excess of the basic telephone system which is provided by the City, including long distance fax charges. City shall not be liable in the event of any interruption in the supply of any utility services to the Premises or Business Center except and unless said interruption is due City's negligence. Tenant agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities and that if any equipment installed by Tenant shall require additional utility facilities, the same shall be installed at Tenant's expense in accordance with plans and specifications previously approved in writing by City.

#### 16. USE OF PARKING AND OTHER AREAS

In connection with its use of the Premises pursuant to this Agreement, Tenant is entitled to reasonable use of the parking lot for the Business Center under a revocable license. All facilities in or about the Business Center shall be subject to the exclusive control and management of City. City shall have the right to construct, maintain and operate lighting and other facilities on all said areas and improvements; to police the same; to change the area, level, location and arrangements of the parking area and other common facilities; to restrict parking by Tenants, their officers, agents, and employees; to close all or any portion of said areas or facilities to such extent as may be legally sufficient to prevent a dedication thereof or the accrual of any right to any person or the public therein; and to close temporarily all or any portion of the

parking areas or facilities to discourage non-customer parking. City shall operate and maintain the parking area in such manner as City in its discretion shall determine. City shall have full right and authority to employ and discharge all its personnel with respect thereto, and shall have the right, through reasonable rules, regulations and/or restrictive covenants promulgated by it from time to time, to control use and operation of the parking area in order that the same may occur in a proper and orderly fashion. No such rules, regulations or restrictive covenants may be enforced against Tenant unless notice thereof is first provided to Tenant.

17. TAXES

Subject to applicable exemptions from tax, Tenant shall be solely responsible for and shall pay before delinquency any and all taxes of any nature that may be levied, assessed or imposed upon the possession or use of the Premises or buildings, structures, improvements, personal property and other taxable interests located in or upon the Premises.

18. RESPONSIBILITY AND LIABILITY

Tenant will be financially responsible to City for liability or claims for damages or injury resulting from negligent or intentional acts or omissions by Tenant and its employees in connection with an occurrence upon the Premises during the term of this Agreement, and Tenant will resist and defend at its own expense any actions or proceeding brought against City by reason of such claims.

19. INSURANCE

Tenant agrees to procure and maintain, at its sole cost and expense by the end of the first year of this Agreement and any renewal period thereof, the following:

- A. Fire insurance and extended coverage insurance to cover the replacement cost of Tenant's improvements, trade fixtures, furnishings, equipment and all other personal property;
- B. Workmen's compensation coverage as required by law, whether by self-insurance or otherwise.
- C. General liability and property damage coverage with respect to the Premises with combined single limits of not less than \$1,000,000 per person and per occurrence for bodily injury and a limit of not less than \$1,000,000 per accident or occurrence for property damage. The liability coverage may be provided through self-insurance.

Tenant agrees that City shall be an additional named insured with respect to the property damage coverage described in subsection C of this Section 19. Tenant further agrees to deliver to City evidence of the coverages required herein no later than 30 days after the Commencement Date of the Second Year, April 1, 2000. The policy or policies that provide property damage coverage shall contain a provision that the insurer will not cancel or reduce the required coverage without first providing City at least 30 days' written notice.

20. ACCESS TO PREMISES

City shall have the right to place, maintain and repair all utility equipment of any kind in, upon and under the Premises as may be necessary for the servicing of the Premises and other portions of the Business Center. City shall also have the right to enter the Premises upon reasonable notice to inspect or to exhibit the same to prospective purchasers, and Tenants, and to make such repairs, additions, alterations or improvements as City may deem desirable. During

the two (2) months prior to the expiration of this Agreement, City may place upon the Premises signs indicating the availability of the Premises for Agreement, which Tenant shall permit to remain thereon.

City may enter the Premises at any time, without notice, in the event of an actual or believed emergency. City shall at all times have and retain a key with which to unlock all of the doors of the Premises, excluding Tenant's vaults and safes, and City shall have the right to use any and all means which City may deem proper to open said doors in an emergency in order to obtain entry to the Premises. Any entry to the Premises by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of the Premises, or an eviction of Tenant from the leased Premises or any portion thereof.

21. SURRENDER OF PREMISES

Upon expiration or other authorized termination of this Agreement, Tenant shall surrender the Premises in the same condition as they were in at the commencement of this Agreement, except for additions, alterations or changes specifically authorized by City and reasonable wear and tear, and shall deliver all keys to City. Before surrendering the Premises, Tenant shall remove all of its personal property and trade fixtures and such alterations or additions to the Premises made by Tenant as may be specified for removal by City, and shall repair any damage caused by such property or the removal thereof.

22. HOLDING OVER

There will be no holding over after the twenty-four month term. Prior to the end of the twenty-four month term, Tenant will receive a thirty (30) day notice to vacate on or before March 31, 2000.

23. SALE OF BUSINESS CENTER

City reserves the right at any time to sell, convey or otherwise transfer its interest in the Business Center or any portion thereof. In the event of a sale, conveyance or transfer of its interest (other than a transfer for purposes of creating a security interest), City must include, as part of the documents transferring its interest, a provision obligating its successor to honor City's obligations under this Agreement.

24. EMINENT DOMAIN

In case the whole of the Premises, or such part thereof as shall substantially interfere with Tenant's use and occupancy thereof, shall be taken by any lawful power or authority by exercise of the right of eminent domain, or sold to prevent such taking, either Party may terminate this Agreement effective as of the date possession is required to be surrendered to said authority. Tenant shall not because of such taking assert any claim against City or the taking authority for any compensation because of such taking, and City shall be entitled to receive the entire amount of any award without deduction for any estate or interest of Tenant. In the event the amount of property or the type of estate taken shall not substantially interfere with the conduct of Tenant's business, City shall be entitled to the entire amount of the award without deduction for any estate or interest of Tenant. In such event, City shall promptly proceed to restore the Premises to substantially their condition prior to such partial taking, and a proportionate allowance shall be made to Tenant for the rent corresponding to the time during which, and to the part of the Premises of which, Tenant is so deprived on account of such taking and restoration. Nothing

contained in this Section 24 shall be deemed to give City any interest in, or prevent Tenant from seeking any award against the taking authority for, the taking of personal property and fixtures belonging to Tenant or for relocation expenses recoverable against the taking authority.

25. DAMAGE OR DESTRUCTION

- A. Tenant shall give prompt notice to City in case of fire or accidents in or near the Premises or in the common areas.
- B. If the Premises are partially damaged by fire or other casualty, City shall repair such damage at its cost, subject to City's option contained in subsection C of this Section, and rent shall be abated according to the part of the Premises which remains unusable by Tenant until such repairs are completed.
- C. If the Business Center or common areas are substantially or totally destroyed, or if the Premises are damaged so extensively that they cannot, in City's opinion, be repaired within sixty (60) days after commencement of such repairs, or if City shall decide to rebuild the Business Center or common areas so that they will be substantially different structurally or architecturally, then either party, at its option and within thirty (30) days after such damage or destruction, may give the other party written notice thereof and this Agreement shall thereupon be canceled effective as of the date of the occurrence of such damage or destruction. If the Agreement is not canceled and City elects to repair and rebuild, this Agreement shall remain in effect and rent shall be abated in proportion to the part of the Premises which are unusable by Tenant.
- D. If any damage referred to in this Section 25 is due in whole or in part to the act, neglect, fault or omission of Tenant, there shall be no abatement of rent.

26. LIENS AND ENCUMBRANCES

Tenant agrees to keep the Premises and its interest therein free from liens and encumbrances. If any lien or other encumbrance is filed against the Premises or any part thereof by reason of Tenant's acts or omissions or because of a claim against Tenant, Tenant shall cause the same to be canceled and discharged of record by bond or otherwise within ten (10) days after notice by City. The failure of Tenant to obtain a cancellation or discharge of record by bond or otherwise as provided herein within the time limit hereby established shall constitute a default of the terms of this Agreement.

27. ASSIGNMENT AND SUBLETTING

Tenant shall not transfer, assign, delegate, mortgage or hypothecate this Agreement, in whole or in part, or permit the use of the Premises by any person or persons other than Tenant, or sublet the Premises, or any part thereof, without the prior written consent of City in each instance. In accordance with 13 C.F.R. Part 314, Tenant also agrees not to transfer, assign, delegate, mortgage or hypothecate this Agreement, in whole or in part, or sublet the Premises, in whole or in part, for any purpose, or with any effect, that is inconsistent with the purpose of the EDA and CDBG grants.

Any assignment or subletting without City's consent shall be voidable by City and shall constitute a default hereunder which, at the option of City, shall result in the termination of this

Agreement or the exercise of City's other remedies hereunder, or both. Consent to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting. The terms of any such consent shall be binding upon any persons holding by, under or through Tenant.

28. DEFAULT BY CITY

In the event City fails to fulfill any obligation under this Agreement, Tenant shall, before exercising any right or remedy available to it, give City written notice of the claimed breach, default or noncompliance, which City shall have the right to cure for the thirty (30) days following the giving of the notice. Subject to the provisions of Section 25 if City fails or refuses to make repairs or provide services which are required hereunder within thirty (30) days after receiving written notice from Tenant of the need therefor, Tenant may exercise any right or remedy available to it under Nevada law.

29. DEFAULT BY TENANT

A. Upon the occurrence of any of the following events, City shall have the remedies set forth in subsection B.

- 1) Tenant's failure to pay any rental or any other sum due hereunder within thirty (30) days after the same shall be due.
- 2) Tenant's failure to perform any other term, condition, or covenant to be performed by it pursuant to this Agreement within thirty (30) days after written notice of such default shall have been given to Tenant by City.
- 3) The falsification by Tenant or its agents of any document required to be furnished to City hereunder.

B. Upon the occurrence of any of the events set forth in subsection A, City shall have the option to take any or all of the following actions, without further notice or demand of any kind to Tenant or any other person:

- 1) Terminate this Agreement by written notice to Tenant. In the event of such termination, Tenant agrees to immediately surrender possession of the Premises.
- 2) Seek damages and any other remedy, legal or equitable, available under Nevada law.

30. GOVERNING LAW

This Agreement shall be governed by and interpreted according to the laws of the State of Nevada.

31. NO PARTNERSHIP

City does not by this Agreement, in any way or for any purpose, become a partner or joint venturer of Tenant in the conduct of its business or otherwise.

32. FORCE MAJEURE

Each of the parties shall be excused for the period of any delay in the performance of any obligation hereunder when prevented from doing so by cause or causes beyond that party'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.

33. 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 its right to do so in the future. No provision of this Agreement shall be deemed to have been waived by City unless such waiver is in writing.

34. PARTIAL INVALIDITY

If any provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by Law.

35. BROKER'S COMMISSIONS

Tenant represents and warrants that there are no claims against it for brokerage commissions or finder's fees in connection with this Agreement. If any such instances do occur, brokerage commissions or finder's fees will be paid entirely by the Tenant.

36. PROVISIONS BINDING

Except as otherwise provided, all provisions herein shall be binding upon and shall inure to the benefit of the parties, their legal representatives, successors and assigns. In the event of any sale or assignment (except for purpose of security or collateral) by City of the Business Center, the Premises or this Agreement, City shall, from and after the effective date thereof (irrespective of when such sale or assignment occurs), be entirely relieved of all of its obligations which shall, as of the time of such sale or assignment or on the effective date, whichever is later, automatically pass to City's successor in interest. The preceding sentence applies only if City's successor-in-interest is required by the transfer documents to honor City's obligations under this Agreement.

37. NON-DISCRIMINATION

City and Tenant each assures that the Premises are not segregated with respect to race, color, religion or national origin, and each agrees that it will not segregate or discriminate on such grounds with respect to public utilization of or access to the Premises. Tenant agrees to comply with EDA policies concerning nondiscrimination and civil rights by furnishing to City, for transmittal to EDA, a properly executed "Assurance of Compliance with Civil Rights and Other Legal Requirements" form and such other civil rights materials as EDA may require in order to analyze Tenant's civil rights posture and practices. City agrees to provide Tenant with any forms that Tenant may be required to furnish hereunder.

38. ENTIRE AGREEMENT

This Agreement, including any exhibits and addenda attached hereto, set forth the entire agreement between the parties. All such exhibits and addenda mentioned in this Agreement are incorporated herein by reference. Any prior conversations or writings concerning the Agreement of the Premises are merged herein and extinguished. No amendment to this Agreement shall be binding upon City or Tenant unless reduced to writing and executed by the Parties and, in the

case of the Tenant, executed with the same formality as attended Tenant's execution of this Agreement.

#### 39. SUBMISSION OF THIS AGREEMENT

Submission of this Agreement for examination by Tenant does not constitute an option for the Premises and becomes effective as an Agreement only upon execution and delivery thereof by City to Tenant. If any provision contained in an amendment or addendum is inconsistent with a provision in the body of this Agreement, the provision contained in said amendment or addendum shall control. The captions and section numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any section or paragraph.

#### 40. AUTHORITY OF SIGNATORIES

Each signatory to this Agreement represents that he or she is duly authorized to execute and deliver the same on behalf of the entity for which he or she is signing and that this Agreement is binding upon said entity in accordance with its terms.

#### 41. NOTICES

Any notice, demand, request, or other instrument which may be or is required to be given under this Agreement shall be delivered in person or sent by United States certified or registered mail, postage prepaid, and shall be sent to the following address:

If to the City:                                City of Las Vegas  
  Attn: City Manager, c/o Director  
  Neighborhood Services Department  
  400 East Stewart Avenue,  
  Las Vegas, Nevada 89101

If to the Tenant:                             Gwen Jackson & Associates  
  Gwen Jackson, owner  
  1951 Stella Lake Drive, Suite #9B  
  Las Vegas NV 89106

Either party may designate a different address by giving written notice to the other Party.

#### 42. EDA APPROVAL OR WAIVER THEREOF

This Agreement shall not be binding on the parties or take effect until it has been approved by the Assistant Secretary of EDA or his designee, or until such approval has been waived in writing; provided, however, that if such approval or waiver is obtained, the Commencement Date of this Agreement shall be as set forth herein.

#### 43. APPROVAL OR CONSENT BY CITY

Whenever the approval or consent of City is required by this Agreement, such approval or consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first set forth above.

CITY OF LAS VEGAS

By: \_\_\_\_\_  
JAN LAVERTY JONES, Mayor  
"CITY"

ATTEST:

\_\_\_\_\_  
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

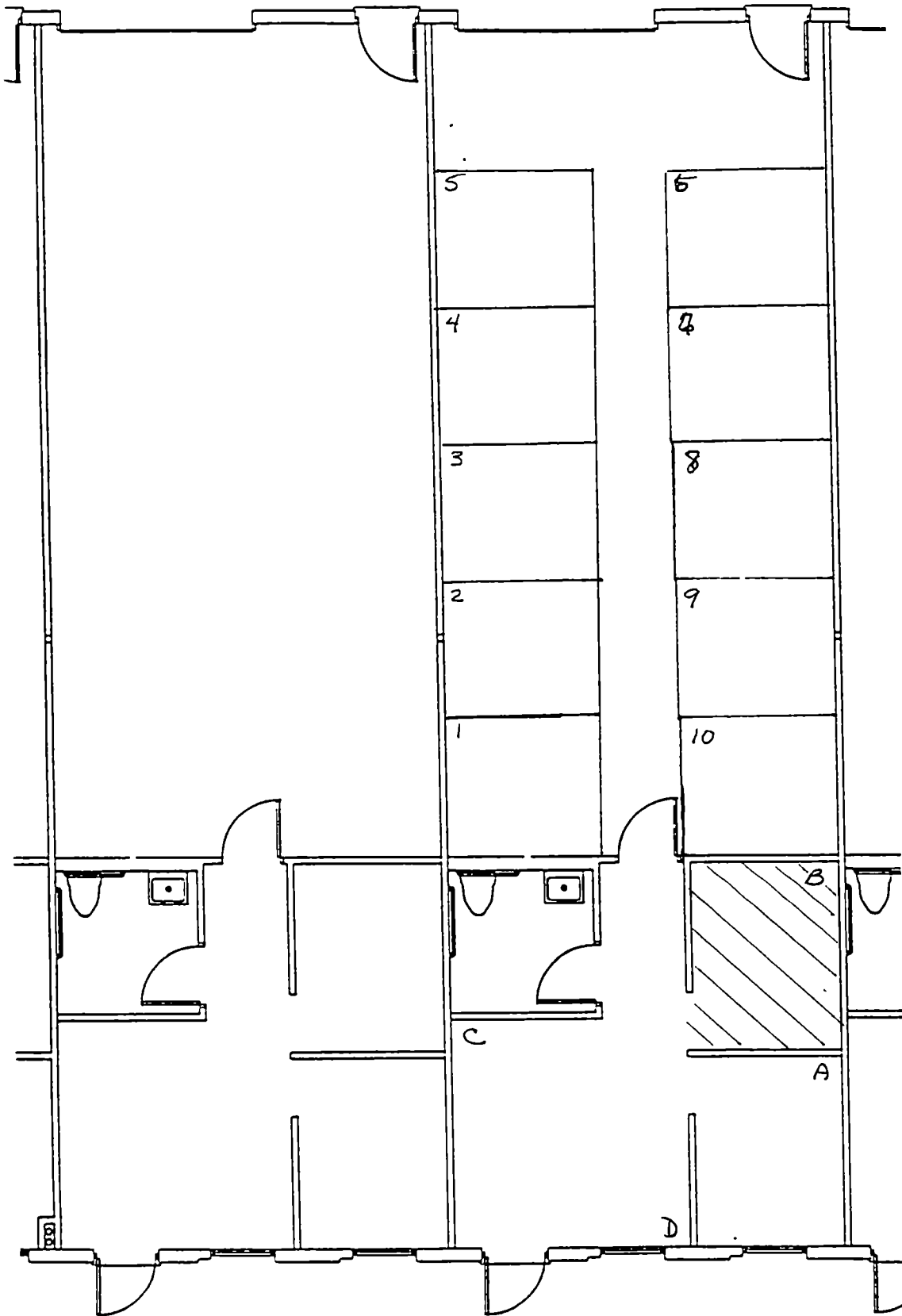
J. Porcetto      3/19/99  
Date

GWENDOLYN M. JACKSON & ASSOCIATES

By: Gwendolyn M. Jackson  
GWENDOLYN M. JACKSON, Owner  
"TENANT"

EXHIBIT A

LAS VEGAS BUSINESS CENTER  
1951 STELLA LAKE ST., LAS VEGAS, NV 89106



SUITE "9"

$\frac{1}{8}'' = 1'-0''$

## Exhibit B

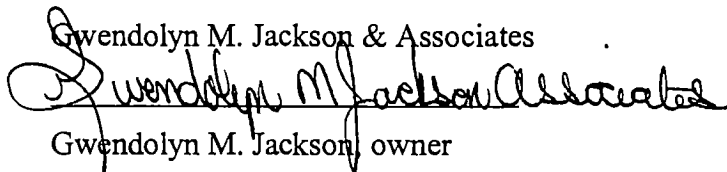
### Employer's Certificate of Nonrelocation

I certify that I have not relocated my business from one commuting area to another. I have not relocated my business from a location outside the Las Vegas Metropolitan Statistical Area ("Area") to the Business Center. I agree to comply with EDA policies concerning nonrelocation by furnishing to City, on this Exhibit D, the "Employer's Certificate of Nonrelocation".

Approved EDA Exemptions from the Nonrelocation:

- (i) relocated to the Area prior to the date of the applicant's application for Lease;
- (ii) moved or will move into the Area primarily for reasons which have no connection to the Lease of the Las Vegas Business Center;
- (iii) expand employment in Area substantially beyond employment in the area in which the business had originally been located;
- (iv) relocating from technologically obsolete facilities to be competitive;
- (v) expanding into the Area by adding a branch, affiliate, or subsidiary while maintaining employment levels in the old areas; or
- (vi) determined by EDA to be exempt (13 CFR Section 316.4(b)).

Gwendolyn M. Jackson & Associates



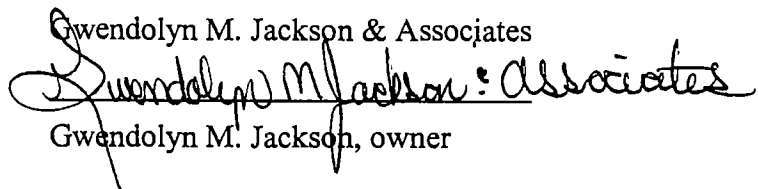
Gwendolyn M. Jackson, owner

Date 04-06-99.

**Exhibit C**  
**Certification Regarding Drug-Free Requirements**  
**City of Las Vegas**  
**Certification**

Tenant certifies that it will provide a drug-free workplace by:

1. Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Premises and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing a drug-free awareness program to inform employees about:
  - a. the dangers of drug abuse in the workplace;
  - b. the Tenant's policy of maintaining a drug-free workplace;
  - c. any available drug counseling, rehabilitation, and employee assistance programs; and
  - d. the penalties that may be imposed upon employees for drug violations occurring in the workplace.
3. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will:
  - a. abide by the terms of the statement; and
  - b. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
4. Notifying the City within ten days after receiving notice under subparagraph 3b from an employee or otherwise receiving actual notice of such conviction;
5. Taking one of the following actions, within 30 days of receiving notice under subparagraph 3b with respect to any employee who is so convicted:
  - a. taking appropriate personnel action against such an employee, up to and including termination; or
  - b. requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
6. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

Gwendolyn M. Jackson & Associates  
  
Gwendolyn M. Jackson, owner

## INTER-OFFICE MEMORANDUM

April 19, 1999

## TO:

COUNCILMAN ARNIE ADAMSEN  
 COUNCILMAN GARY REESE  
 REAL ESTATE COMMITTEE

## FROM:

DAVID ROARK, MANAGER  
 REAL ESTATE & ASSET MGMT DIVISION

## SUBJECT:

April 19, 1999, Real Estate Committee Agenda  
 Item/Discussion and possible approval of a lease  
 agreement between the City of Las Vegas and  
 Word of Mouth Marketing Group in the  
 Incubator Program at the Las Vegas Business  
 Center

## COPIES TO:

MAYOR JAN LAVERTY JONES  
 COUNCILMAN MICHAEL J. MCDONALD  
 COUNCILMAN LARRY BROWN  
 VIRGINIA VALENTINE  
 STEVEN P. HOUCHEMS  
 JOHN MCNELLIS  
 JEFF MARESH

**BACKGROUND:**

The Incubator Program at the Las Vegas Business Center has been a success since it first opened on March 2, 1998. From the first day, all of the office units have been occupied and there has been a waiting list. Due to the need for additional office space to accommodate the proposed tenants, NSD management decided to convert the office space in the front of Suite 9 to four office-cubicle spaces, known as Incubator Office #2. The above proposed tenant, Word of Mouth Marketing Group ("Tenant") has been on the waiting list since it became an industrial tenant in December, 1998.

The four desks located in Office #2 have been designated as areas A, B, C, and D. Tenant will occupy desk "A", as shown on Exhibit A of the Lease Amendment. Tenant will provide marketing and sales of its publications and books. Tenant will be eligible for all other benefits enjoyed by tenants. Tenant's Lease Agreement is on a month-to-month basis for a maximum period of 24 months.

**FISCAL IMPACT:**

The fiscal impact will be \$12,000 over a 24 month period.

**STAFF RECOMMENDATION:**

Staff recommends approval of the Lease Agreement between the City of Las Vegas Word of Mouth Marketing Group in the Incubator Program at the Las Vegas Business Center.

**FIRST AMENDMENT TO  
Lease and Management Agreement  
Las Vegas Business Center**

THIS FIRST AMENDMENT TO LEASE AND MANAGEMENT AGREEMENT is made and entered into this 12<sup>th</sup> day of April, 1999, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("City"), and WORD OF MOUTH MARKETING GROUP ("Tenant")

**RECITALS**

WHEREAS, the City and Tenant entered into a Lease and Management Agreement ("Agreement") dated December 15, 1998, for the lease of certain Premises at the Las Vegas Business Center; and

WHEREAS, the City and Tenant desire to change certain provisions of the Agreement concerning the term of tenancy, condition of premises and tenant improvements to the Premises.

NOW, THEREFORE, in consideration of the foregoing premises and covenant and conditions set forth herein, the City and Tenant agree to amend the Agreement as follows:

- 1 In Section 1, delete the entire section and replace with the following:

Subject to the provisions of this Agreement, City hereby leases to Tenant, and Tenant hereby leases from City, certain space within the Incubator commonly known as 1951 Stella Lake Street, Suite 9a ("office cubicle") and 9 unit 7 ("storage unit), Las Vegas, Nevada. The suite (hereinafter the "Premises") consists of approximately 100 square feet of office and 56 square feet of storage unit, and their location and dimensions are shown particularly on the copy of the Floor Plan of the Business Center which is attached hereto as Exhibits "A" and "A1" and incorporated herein by this reference. Included in the Premises are desk, executive chair, a guest chair, file cabinet, computer software and hardware, and telephone.

2. In Section 2, delete Sentence One and Sentence Two, and substitute with the following: Unless earlier terminated in accordance with the provisions of this Agreement, the term of this Agreement shall be on a month to month basis commencing on April 1, 1999 ("Commencement Date"). Notwithstanding the month to month tenancy, the City and Tenant agree that this

tenancy shall terminate on March 31, 2001.

- 3 In Section 3, delete entire section and replace with the following.

City will provide the Premises and Services as detailed in this section. Services shall include:

- a) all utilities;
- b) basic telephone system;
- c) staff support;
- d) business counseling to Tenant or refer Tenant to persons with the needed business skills,
- e) shared computer printer;
- f) fax and copy machines;
- g) limited reception services; and
- h) a minimum of six free training seminars

4. In Section 5, delete the entire section and replace with the following:

Tenant agrees to pay City at such place as City may designate, without prior demand therefor and without any deductions or setoff whatsoever, and as minimum monthly rent, the sum of Six Hundred Dollars and No/Hundredths (\$500.00) in advance, on the first day of each calendar month of the Agreement Tenant agrees to pay City, on April 1, 1999, the first full month's rent and, if the Commencement Date occurs on a day other than the first day of the month, additional rent for the initial fractional month prorated on a per diem basis. Rental payments made by Tenant to City may be by check or draft and are subject to collection. If payment of any rent by check or draft is dishonored upon presentation for payment, Tenant shall pay a Twenty-five and No/hundredths (\$25.00) return check charge, which shall be payable to City, as additional rent, together with Tenant's next monthly rental payment. If the square footage of the Premises is increased or decreased by mutual written agreement during the term of this Agreement, the minimum rent shall be adjusted accordingly.

It is understood and agreed that the monthly rental payments may be paid to the City of Las Vegas on behalf of Tenant by the Southern Nevada Enterprise Community (SNEC ) in accordance with the terms of the Interlocal Agreement between Clark County (Grantee Agency for the Southern Nevada Enterprise Community Program) and City of Las Vegas

for State of Nevada Social Services Block Grant Title XX Grant Funds. In the event that the monthly rents are paid by SNEC, it shall be as follows:

| Schedule                  | Tenant   | SNEC     |
|---------------------------|----------|----------|
| First six (6) months      | \$150.00 | \$350.00 |
| Second six (6) months     | \$175.00 | \$325.00 |
| Second twelve (12) months | \$200.00 | \$300.00 |

In exchange for the supplemental rent provided by SNEC, Tenant will cooperate with other Tenants and Incubator Manager to develop a series of workshops to benefit Enterprise Community residents by providing training about starting a business or getting a job.

Except as expressly set forth in this First Amendment, all provisions of the Agreement shall remain valid and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Lease and Management Agreement as of the date first above written

CITY OF LAS VEGAS

By: \_\_\_\_\_  
JAN LAVERTY JONES, Mayor

ATTEST:

\_\_\_\_\_  
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

J. Pentecost      3/18/99  
Date

WORD OF MOUTH MARKETING GROUP

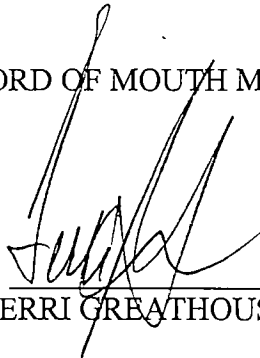
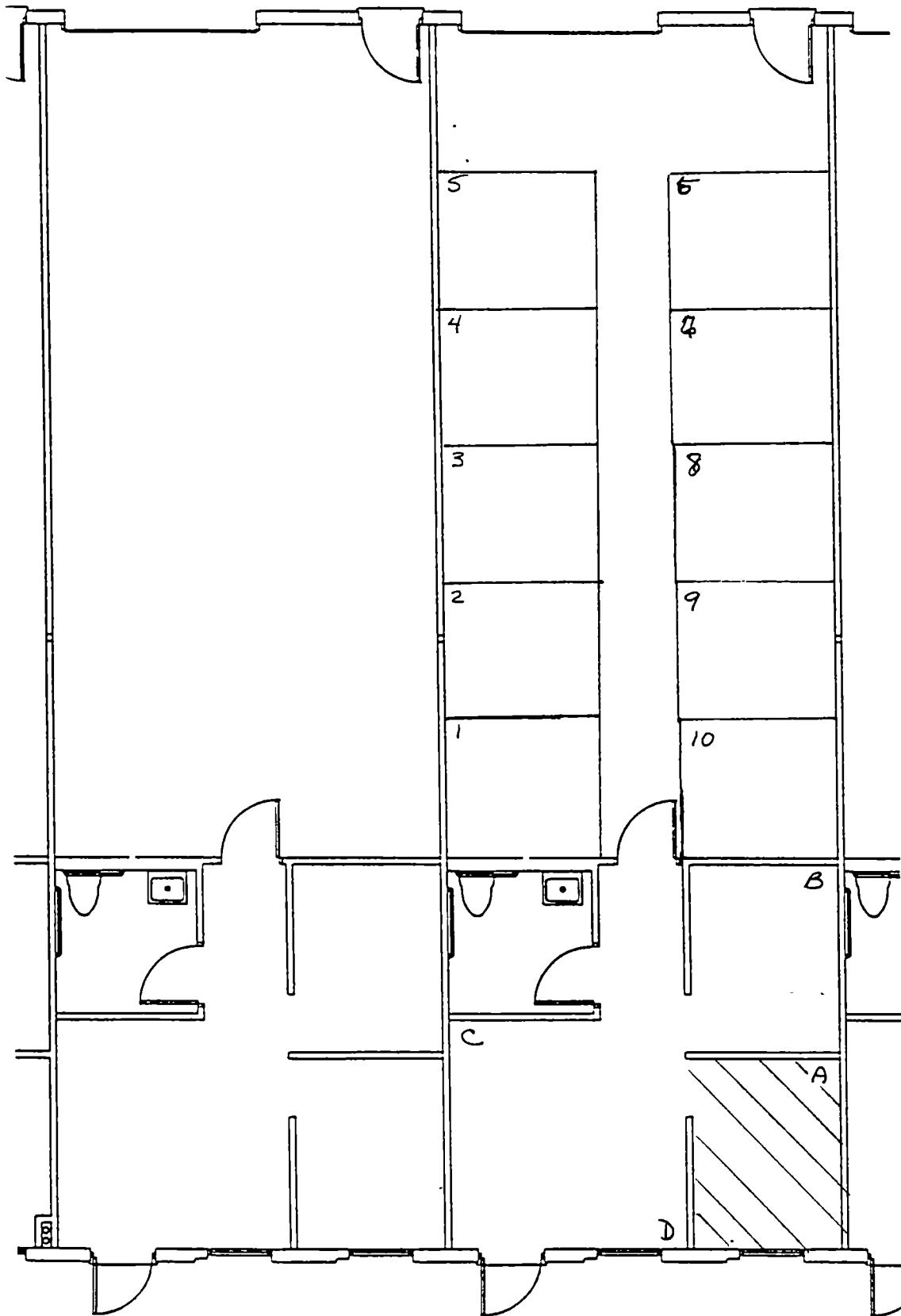
By:   
\_\_\_\_\_  
TERRI GREATHOUSE, owner

EXHIBIT A

LAS VEGAS BUSINESS CENTER  
1951 STELLA LAKE ST., LAS VEGAS, NV 89106



N →

SUITE "9"

1/8" = 1'-0"