

City of Las Vegas

REAL ESTATE COMMITTEE MEETING
CITY HALL, 400 STEWART
CITY MANAGER'S CONFERENCE ROOM
CITY OF LAS VEGAS INTERNET ADDRESS: <http://www.ci.las-vegas.nv.us>
MONDAY, NOVEMBER 15, 1999
3:00 P.M.

REAL ESTATE COMMITTEE - COUNCILMEN REESE AND M. McDONALD

CALL TO ORDER:

ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

MINUTES: Approval of the Minutes of the Regular meeting of November 2, 1999.

NEW BUSINESS:

- 1 Discussion and possible action to approve an interlocal agreement with the University of Nevada, Las Vegas, College of Extended Studies for the lease of approximately 4,700 square feet located at 400 South Las Vegas Boulevard (Fifth Street School)
2. Discussion and possible action to approve an interlocal agreement with the University of Nevada, Las Vegas, College of Architecture for the lease of approximately 975 square feet located at 400 South Las Vegas Boulevard (Fifth Street School)

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

46 ✓

**ANNOTATED MINUTES
REAL ESTATE COMMITTEE MEETING
CITY HALL, 400 EAST STEWART AVENUE
8TH FLOOR CONFERENCE ROOM
3:00 P.M.
MONDAY, NOVEMBER 15, 1999**

CALL TO ORDER: Councilman Reese called the meeting to order at 3 11 p m

ATTENDANCE: Gary Reese, City Councilman
Michael McDonald, City Councilman
Teri Ponticello, Deputy City Attorney
Jeff Maresh, Director, Office of Business Development
David Roark, Manager, Real Estate & Asset Management
Steve Houchens, Deputy City Manager

MINUTES:

The Minutes of the Regular meeting of November 2, 1999, were approved by reference

(3.11)
1-9

- 1 DISCUSSION AND POSSIBLE ACTION TO APPROVE AN INTERLOCAL AGREEMENT WITH THE UNIVERSITY OF NEVADA, LAS VEGAS, COLLEGE OF EXTENDED STUDIES FOR THE LEASE OF APPROXIMATELY 4,700 SQUARE FEET LOCATED AT 400 SOUTH LAS VEGAS BOULEVARD (FIFTH STREET SCHOOL)

Jeff Maresh, Director, Office of Business Development, noted that the University of Las Vegas Nevada will begin offering study courses at the Fifth Street School. This use is consistent with the goals and objectives of the City's Downtown Redevelopment Plan and will provide an alternate location for those wishing to continue or enhance their education. The term of the lease is for two years at \$1.00 per month with UNLV paying their pro-rata share of the utility costs. He introduced Dr. Paul Aizely, Dean of the College of Extended Studies for UNLV.

Dr. Aizely explained that the College of Extended Studies is the Division of Continuing Education and the Summer Program through self-funded and certificate programs. Additionally, a Degree Completion Program serving the Downtown area will be offered. There are several people employed in the area who have a two-year college education and would like to complete their degrees.

Deputy City Attorney Terri Ponticello corrected for the record that the lease is not \$1.00 per month, but is based on a rental with the City receiving \$3.00 per student per course. This will be documented and calculated on a semester basis by UNLV and the rental fee will be submitted to the City.

Tom McGowan, 720 South Casino Center Boulevard, requested a copy of the interlocal agreements. He asked the total number of students that will be attending the College of Extended Studies, how tuition is funded, where the students will reside and their age range. He also asked about the amount of handicapped parking spaces available and what portion of the land area is dedicated to landscaping.

REAL ESTATE COMMITTEE MEETING

November 15, 1999

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Mr. McGowan further asked where the current occupants of the Fifth Street School would be relocated, the cost, and why the Union Pacific Railroad property was not considered as an alternative site. Even though he approves of UNLV extended activities, this agreement should be denied. The City needs to look at what curriculum might best serve the interests of the people of this City and the community at-large, such as nursing and hospitality courses.

Deputy City Manager Steve Houchens thanked Dr. Aizley and Mike Forche of the City Centre Development Corporation for their help. This is a pilot program for Downtown and is anticipated to be very successful. Even though the agreement is for a two-year lease, the program could be expanded to offer more classes Downtown, which will be a real benefit. Councilman Reese clarified with Deputy City Manager Houchens that there is no operating cost to the City and the areas to be used for the College of Extended Studies are currently used for storage and not occupied. There is already landscaping in place and the City has agreed to provide some parking, although most of the students will be parking on the street. There is handicapped parking available at the site.

There was no further discussion.

NOTE. All related discussion for Item 1 and 2 took place under Item 1.

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

(3:11 - 3:19)

1-12

- 2 DISCUSSION AND POSSIBLE ACTION TO APPROVE AN INTERLOCAL AGREEMENT WITH THE UNIVERSITY OF NEVADA, LAS VEGAS, COLLEGE OF ARCHITECTURE FOR THE LEASE OF APPROXIMATELY 975 SQUARE FEET LOCATED AT 400 SOUTH LAS VEGAS BOULEVARD (FIFTH STREET SCHOOL)

NOTE. All related discussion for Item 1 and 2 took place under Item 1.

There was no further discussion.

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

(3:11 - 3:19)

1-12

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November 15, 1999

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CITIZENS PARTICIPATION:

Tom McGowan, 720 South Casino Center Boulevard, commended the CCDC and UNLV for their excellent work regarding the College of Extended Studies. He referred to the 11/17/99 City Council Agenda Item #3, appointments of City Council members for Wards 5 and 6, which process may be not be a solid block for reasons not necessarily related to the appointment process per se. Also, any approved appointment action may not be sustainable subsequent to Friday, 11/19/99. He requested a brief and personal meeting with Councilman McDonald immediately following adjournment regarding an important and unrelated matter.

(3.19 - 3 20)
1-250

ADJOURNMENT:

The meeting adjourned at 3:19 p.m.

/ac

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: NOVEMBER 15, 1999

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT

DIRECTOR: JEFF MARESH **CONSENT** **DISCUSSION**

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilmen Reese and M. McDonald:

Discussion and possible action to approve interlocal agreement with the University of Nevada, Las Vegas, College of Extended Studies for the lease of approximately 4,700 square feet located at 400 South Las Vegas Boulevard (Fifth Street School)

Fiscal Impact

<input checked="" type="checkbox"/>	No Impact	Amount:
<input type="checkbox"/>	Budget Funds Available	Dept./Division:
<input type="checkbox"/>	Augmentation Required	Funding Source:

PURPOSE/BACKGROUND:

For the past several months, representatives of the College of Extended Studies of the University of Nevada, Las Vegas, the City Center Development Corporation, and the City of Las Vegas have had discussions regarding the location of an extended studies program downtown. As a result of those discussions, a tentative agreement has been reached to conduct a pilot program at the Fifth Street School. The City has agreed to make available approximately 4,700 square feet, consisting of three classrooms and connected ancillary space, for two years in exchange for a nominal fee.

RECOMMENDATION:

We respectfully request that the City Council approve the attached interlocal agreement with the University of Nevada, Las Vegas, College of Extended Studies for use of the Fifth Street School for a downtown campus. We anticipate that this property will be available for use by April 1, 2000.

BACKUP DOCUMENTATION:

1. Interlocal agreement.
2. Floorplan.

**INTERLOCAL CONTRACT FOR THE
LEASE OF PROPERTY AT FIFTH STREET SCHOOL
FOR UNLV CONTINUING EDUCATION**

THIS INTERLOCAL CONTRACT ("Lease"), made and entered into this _____ day of _____, 1999, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter referred to as "Lessor"), and the BOARD OF REGENTS, UNIVERSITY AND COMMUNITY COLLEGE SYSTEM OF NEVADA, on behalf of the UNIVERSITY OF NEVADA, LAS VEGAS, COLLEGE OF EXTENDED STUDIES (hereinafter referred to as "Lessee").

WITNESSETH:

WHEREAS, Lessor owns the real property and improvements located on certain real property commonly known as the Fifth Street School, and located commonly at 400 Las Vegas Boulevard South, Las Vegas, Nevada 89101; and

WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, that certain premises at the Fifth Street School that is depicted on the attached Site Map, Exhibit "A" (hereinafter referred to as the "Premises") for the purpose of providing academic and continuing education courses to residents of and employees working in the central core of downtown Las Vegas; and

WHEREAS, pursuant to NRS 277.180, the Lessor may enter into interlocal contracts with other public agencies for the performance of any government service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, one of the goals of the Lessor is to provide needed public services to the central core of downtown Las Vegas; and

WHEREAS, Lessee, by utilizing the Premises, will contribute to Lessor in its efforts to revitalize the central core of downtown Las Vegas; and

WHEREAS, Lessor determines that the lease of the Premises to Lessee for the purposes as hereinafter set forth in the Lease will provide a substantial benefit to the inhabitants of the City; and

WHEREAS, the Lessor agrees to lease the Premises upon the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of the foregoing and the covenants, terms and conditions herein contained, the parties agree as follows:

1. **LEASE OF PREMISES.** Subject to the provisions of this Lease, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises at Fifth Street School consisting of approximately 4,700 square feet. The location and dimensions of the Premises are shown more particularly on the Site Map, Exhibit "A". In addition to the Premises, the Lessor shall designate two (2) parking spaces on the South Lot of the Fifth Street School for use by Lessee in accordance with Section 9 hereof..

2. **TERM OF LEASE.** Unless earlier terminated in accordance with Section 40 hereof, this Lease shall be for a period of two (2) years beginning on the Commencement Date as defined in Section 3. This Lease may be renewed by Lessor for two (2) additional one (1) year periods by providing written notice to Lessee at least ninety (90) days prior to the expiration date of the initial term or the applicable renewal period.

3. **EFFECTIVE DATE AND COMMENCEMENT DATE.** This Lease shall be effective on the date both parties have signed this Lease. The Commencement Date shall be the date that Lessee starts occupancy of the Premises.

4. **RENTAL FEE.**

A. Commencing on the Commencement Date, Lessee agrees to pay a Rental Fee to Lessor which is based upon a fee of Three and No/100ths Dollars (\$3.00) paid for each student enrolled in each course, program, workshop, seminar, clinic or other similar classroom arrangement (collectively "class program") held at the Premises. If there is no charge for the class program, no Rental Fee will be assessed for each student enrolled in the class program. The Rental Fee shall be paid at the end of each school semester. At the time the Rental Fee is paid to Lessor, Lessee agrees to submit documentation evidencing the number of students enrolled in class programs which are held at the Premises. The parties agree that Lessee is authorized to waive the Rental Fee to be charged for cases of hardship and other justifiable reasons. Such waivers shall be authorized by the Dean of the College of Extended Studies and will be maintained as part of the documentation required of this Section.

B. The Lessor and Lessee agree that the procedures outlined in Section 4A above shall be utilized for two (2) semesters immediately following the Commencement Date. The parties agree to evaluate this procedure for Rental Fee at the conclusion of the two semesters and to make any modifications or changes thereto.

5. **UTILITIES AND SERVICES.** Lessee shall pay for its use of all sewer, electricity and gas utilities at the Premises by reimbursing Lessor its pro-rata share of the Lessor's total utility bill at the Fifth Street School. Lessee's pro-rata share is based upon a percentage of the square footage occupied by each tenant at the Fifth Street School. Lessor shall invoice the Lessee no later than forty-five (45) days from the date of receipt from the appropriate utility companies, and Lessee shall make payment within thirty (30) days of receipt of such invoice. Lessee shall be responsible

for all costs of telephone, cable and other telecommunication services at the Premises.

6. **REPAIRS AND MAINTENANCE.**

A. **Lessor's Obligations.** Lessor shall keep the Premises, interior and exterior walls, roof and common areas and the equipment whether used exclusively for the Premises or in common with the other premises, in good condition and repair; provided, however, Lessor shall not be obligated to paint, repair or replace wall coverings or to repair or replace any improvements that are not ordinarily a part of the Premises.

B. **Lessee's Obligations.**

(1) Notwithstanding Lessor's obligation to keep the Premises in good condition and repair, Lessee shall be responsible for payment of the cost thereof to Lessor as additional rent for that portion of the cost of any maintenance and repair of the Premises, or any equipment (wherever located) that serves only Lessee or the Premises, to the extent such cost is attributable to causes beyond normal wear and tear. Lessee shall be responsible for the cost of painting, repairing or replacing wall coverings, and to repair or replace any Premises improvements that are not ordinarily a part of the Premises. Lessor may, at its option, upon reasonable notice, elect to have Lessee perform any particular such maintenance or repairs, the cost of which is otherwise Lessee's responsibility hereunder.

(2) On the last day of the term hereof, or on any sooner termination, Lessee shall surrender the Premises to Lessor in the same condition as received, ordinary wear and tear excepted, clean and free of debris. Any damage or deterioration of the Premises shall not be deemed ordinary wear and tear if the same could have been prevented by good maintenance practices by Lessee. Lessee shall repair any damage to the Premises occasioned by the installation or removal

of Lessee's trade fixtures, alterations, furnishings and equipment. Except as otherwise stated in this Lease, Lessee shall leave the air lines, power panels, electrical distribution systems, lighting fixtures, air conditioning, window coverings, wall coverings, carpets, wall paneling, ceilings and plumbing on the Premises and in good operating condition.

7. **USE OF PREMISES.** Lessee agrees to use the Premises solely for the purpose of conducting academic and continuing education class courses and computer laboratory work. Lessee shall not use or permit the Premises to be used for any other purpose, except with the prior written consent of Lessor.

8. **CONDITION OF PREMISES.** The Premises are leased to Lessee on an "as-is" basis. Lessor makes no other warranty concerning the Premises and shall have no obligation to construct any improvements other than those that presently exist.

9. **USE OF PARKING AND OTHER AREAS.** In connection with its use of the Premises pursuant to this Lease, Lessee is entitled to two (2) reserved parking spaces on the South Lot at Fifth Street School. All facilities in or about the Fifth Street School shall be subject to the exclusive control and management of Lessor. Lessor 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 close all or any portion of said area 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. Lessor shall operate and maintain the parking area in such manner as Lessor in its discretion shall determine. Lessor 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.

10. **LAWS, WASTE, NUISANCE.** Lessee covenants that it:

A. Will not use or suffer or permit any person or persons to use the Premises or any part thereof for conducting thereon any activity not authorized in this Lease;

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 on the Premises.

11. **ALTERATIONS, ADDITIONS AND IMPROVEMENTS.** At any time during the Lease term, Lessee, subject to the prior written approval of Lessor and at the expense of Lessee, may make alterations, additions or improvements in and to the interior of the Premises. No alterations, additions or improvements shall be authorized for the exterior of the Premises. Any such alteration, addition or improvement shall be performed in a workmanlike manner, in accordance with all applicable governmental regulations and requirements, and shall not weaken or impair the structural strength or lessen the value of the Premises.

All alterations, additions or improvements that may be erected or installed in or on the interior of the Premises shall become part thereof and the sole property of Lessor, except that all

moveable fixtures that may be installed by the Lessee shall be and remain its or their property and shall not become the property of Lessor if it is removed in a timely manner after abandonment or surrender of the Premises.

12. **SIGNAGE.** Lessee shall have the right to place, construct and maintain one or more signs identifying its name at the Premises. All signage shall conform to the design of signs at Fifth Street School and shall be approved by Lessor prior to the sign's placement at the Premises.

13. **CHANGES TO COMPLEX.** Lessor reserves the right at all times to exercise reasonable control over, and from time to time make changes, alterations or additions to, the Fifth Street School. Lessor shall endeavor to do so with a minimum of disruption to the Lessee's rights under this Lease.

14. **ACCESS TO PREMISES.** Lessor 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 Fifth Street School and which are the Lessor's responsibilities. Lessor shall also have the right to enter the Premises upon reasonable notice to inspect or to exhibit the same to prospective purchasers and to make such repairs, additions, alterations or improvements as Lessor may deem desirable.

Lessor may enter the Premises at any time, without notice, in the event of an actual emergency. Lessor shall at all times have and retain a key with which to unlock all of the doors of the Premises, and Lessor shall have the right to use any and all means which Lessor 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 Lessee

from the leased Premises or any portion thereof.

15. **PAYMENT OF TAXES.** Lessor shall not be responsible for any real property taxes on, or real property-related assessments to, the Premises. Lessor shall have no responsibility or liability to pay any personal property taxes because of any personal property brought upon or used by Lessee in connection with the Premises, and Lessee agrees to pay, and to indemnify Lessor concerning, any such taxes that may be assessed.

16. **COMPLIANCE WITH THE LAW.** The Lessee shall promptly execute and comply with all applicable statutes, rules, orders, building codes, ordinances, requirements, and regulations of the city, county, state and federal governments, including OSHA, the Americans with Disabilities Act of 1990 (42 USC Sections 12101 through 12213 and 47 USC Section 225.611) and their underlying regulations and rules, which are applicable to the Premises. Nothing herein contained shall be construed to restrict the Lessee from contesting the validity of any such regulation, rule or ordinance, provided the Lessee indemnifies the Lessor to its reasonable satisfaction against the consequences of noncompliance during the period of dispute.

17. **NON-CREDIT COURSES—RIGHT OF FIRST REFUSAL.** For one half (½) of the non-credit courses, programs, workshops or clinics ("courses") to be held at the Premises, the Lessor reserves the right to have Lessor's employees teach these courses, subject to Lessor's employees possessing the appropriate qualifications for teaching such courses. In the event Lessor's employees teach such courses, the Lessee agrees to pay the Lessor the instructor's stipend or salary for teaching each course. Such instructor's stipend or salary shall be paid to Lessor in accordance with Lessee's policies and rules for payments to instructors.

18. **INDEMNIFICATION.** To the extent limited by NRS Chapter 41, Lessee will be

responsible for, and will indemnify, defend and hold the Lessor and its agents and employees harmless from and against, any loss, damage, liability, cost or expense to the extent of Lessee's liability provided by law that results from Lessee's use of the Premises and that is caused by the actions or nonactions of Lessee, or any employee, servant or agency of either. To the extent limited by NRS Chapter 41, Lessor will be responsible for, and will indemnify, defend and hold the Lessee and its agents and employees harmless from and against, any loss, damage, liability, cost or expense to the extent of Lessor's liability provided by law that results from Lessor's use of the Premises and that is caused by the actions or nonactions of Lessor, or any employee, servant or agency of either.

19. **INSURANCE.** As a state-supported institution of higher education, the Lessee is a self-insured agency of the State of Nevada. Lessee certifies that, as a state-supported institution of higher education, it is a self-insured entity and that, with respect to workers' compensation, the Lessee is qualified pursuant to statutory authority. Requirements and claims are handled in accordance with NRS Chapter 41.

20. **WAIVER OF SUBROGATION.** Lessor hereby waives, and Lessee hereby waives, any rights each may have against the other for loss or damage to its property or property in which it may have an interest, where such loss is caused by a peril of the type generally covered by fire or hazard insurance with extended coverage or arising from any cause which the claiming party was obligated to insure against under this Lease, and the Lessor and Lessee each waives any right of subrogation that it might otherwise have against the other party.

21. **SURRENDER OF PREMISES.** Upon expiration or other authorized termination of this Lease, Lessee shall surrender the Premises in the same condition as they were in at the commencement of this Lease, except for additions, alterations or changes specifically authorized by

Lessor and reasonable wear and tear, and shall deliver all keys to Lessor. Before surrendering the Premises, Lessee shall remove all of its personal property and trade fixtures and such alterations or additions to the Premises made by Lessee as may be specified for removal by Lessor, and shall repair any damage caused by such property or the removal thereof. If Lessee fails to remove such personal property and fixtures upon the expiration or other authorized termination of this Lease, the same shall be deemed abandoned and shall become the property of Lessor.

22. **HOLDING OVER.** Any holding over by the Lessee, with the Lessor's consent, after the expiration of the term hereof or of any renewal term shall be construed to be a tenancy from month to month, terminable on one month's written notice.

23. **SALE OF PREMISES.** Lessor reserves the right at any time to sell, convey or otherwise transfer its interest in the Premises or any portion thereof.

24. **EMINENT DOMAIN.** In case the whole of the Premises, or such part thereof as shall substantially interfere with Lessee'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 Lessor or Lessee may terminate this Lease effective as of the date possession is required to be surrendered to said authority. Lessee shall not because of such taking assert any claim against Lessor or the taking authority for any compensation because of such taking, and Lessor shall be entitled to receive the entire amount of any award without deduction for any estate or interest of Lessee. In the event the amount of property or the type of estate taken shall not substantially interfere with the conduct of Lessee's business, Lessor shall be entitled to the entire amount of the award without deduction for any estate or interest of Lessee. In such event, Lessor shall promptly proceed to restore the Premises to substantially their condition prior to such partial taking.

25. **DAMAGE OR DESTRUCTION.**

A. Lessee shall give prompt notice to Lessor in case of fire or accidents in or near the Premises or in any common area.

B. If the Premises are partially damaged by fire or other casualty, Lessor shall repair such damage at its cost, subject to Lessor'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 Lessee until such repairs are completed.

C. If the Premises or common areas are substantially or totally destroyed, or if the Premises are damaged so extensively that they cannot, in Lessor's opinion, be repaired within sixty (60) days after commencement of such repairs, or if Lessor shall decide to rebuild the Premises or common areas so that they will be substantially different structurally or architecturally, then Lessor may, at its option, within thirty (30) days after such damage or destruction, give Lessee written notice thereof and this Lease shall thereupon be canceled effective as of the date of the occurrence of such damage or destruction.

D. If any damage referred to in this Section is due in whole or in part to the act, neglect, fault or omission of Lessee, there shall be no abatement of rent.

26. **LIENS AND ENCUMBRANCES.** Lessee agrees to keep the Premises and its interest therein free from liens and encumbrances and to indemnify and hold Lessor harmless therefrom. If any lien or other encumbrance is filed against the Premises or any part thereof by reason of Lessee's acts or omissions or because of a claim against Lessee, Lessee shall cause the same to be canceled and discharged of record by bond or otherwise within ten (10) days after notice by Lessor. The failure of Lessee 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 Lease.

27. **ASSIGNMENT AND SUBLETTING.** Lessee shall not transfer, assign, delegate, mortgage or hypothecate this Lease, in whole or in part, or permit the use of the Premises by any person or persons other than Lessee, or sublet the Premises, or any part thereof, without the prior written consent of Lessor in each instance. Such consent shall not be unreasonably withheld. The prohibition against transfer or assignment contained in this Section includes any transfer or assignment by operation of law.

28. **BREACH, DEFAULT AND REMEDIES.** If Lessor or Lessee fails to perform or comply with any covenant, term or condition that this Lease requires said party to perform or comply with, the defaulting party shall have thirty (30) days after it receives written notice of such default or breach within which to remove or cure said default or breach, except that such period in the case of Lessee's failure to pay rent in a timely fashion shall be fifteen (15) days after the date the rent payment is due. If a breach or default on the part of Lessee is not removed or cured within the applicable time limit set forth above, Lessor may, in addition to any other remedy it may have under law or equity at its option, terminate this Lease or re-enter and retake possession, with or without terminating the Lease. In the case of re-entry and retaking of possession, Lessor shall give Lessee a thirty (30) day notification so that arrangements for the removal of property can be made.

The remedies provided for in this Lease shall be cumulative, and the exercise of any remedy by a party shall not be to the exclusion of any other remedy.

29. **NO PARTNERSHIP.** Lessor does not by this Lease, in any way or for any purpose, become a partner or joint venturer of Lessee in the conduct of its business or otherwise.

30. **FORCE MAJEURE.** Lessor and Lessee shall each 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.

31. **NO WAIVER.** Failure of either the Lessor or Lessee to insist upon the strict performance of any provision or to exercise any option hereunder in any one or more instances shall not be deemed a waiver or relinquishment of its right to do so in the future. No provision of this Lease shall be deemed to have been waived by Lessor/Lessee unless such waiver is in writing.

32. **BROKER'S COMMISSIONS.** The parties represent and warrant that there are no claims for brokerage commissions or finder's fees in connection with this Lease and each agrees to indemnify the other against and hold it harmless from all liability arising from such claims, including any attorney's fees connected therewith.

33. **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, heirs, successors and assigns.

34. **NON-DISCRIMINATION.** Lessee agrees that the Premises will not be segregated with respect to race, color, religion or national origin; that it will not segregate or discriminate on such grounds with respect to public utilization of or access to the Premises; and that it will comply with all applicable federal laws and regulations that prohibit discrimination in connection with federally-funded programs.

35. **ENTIRE AGREEMENT.** This Lease, including any exhibits attached hereto, sets

forth the entire agreement between the parties. Any prior conversations or writings concerning the lease of the Premises are merged herein and extinguished.

36. **AMENDMENT OR MODIFICATION.** No amendment to or modification of this Lease shall be binding upon Lessor or Lessee unless it has been reduced to writing.

37. **CAPTIONS AND SECTION NUMBERS.** 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.

38. **ATTORNEY'S FEES.** In the event Lessor/Lessee institutes any judicial proceeding against Lessee/Lessor relating to any default, the prevailing party shall be entitled to an award of reasonable attorney's fees as determined by the court.

39. **NOTICES.** Any notice, demand, request, or other instrument which may be or is required to be given under this Lease shall be delivered in person or sent by certified mail, return receipt requested, and shall be sent to the following addresses or to such other addresses as the parties may from time to time designate in writing:

If to the Lessor:	Office of Business Development City of Las Vegas 400 Las Vegas Boulevard South Las Vegas, Nevada 89101
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If to the Lessee:	University of Nevada, Las Vegas, College of Extended Studies 4505 S. Maryland Parkway Las Vegas, Nevada 89154 Attention: Dean, Continuing Education
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40. **EARLY TERMINATION.** This Lease may be canceled by either party for any reason by providing one hundred eighty (180) days written notification. In the event this Lease is

terminated early, the Lessor will use its reasonable best efforts to assist the Lessee in finding a new location in the downtown Las Vegas area. The foregoing does not obligate or commit the Lessor to any further obligations under this Lease or a new lease other than providing assistance in finding

...

...

...

a new location in the downtown Las Vegas area.

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

CITY OF LAS VEGAS

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

"Lessor"

BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

J. Pincus 11/4/99
Deputy City Attorney Date

PASSED, ADOPTED AND APPROVED THIS ____ DAY OF _____, 1999.

BOARD OF REGENTS
University and Community College System of Nevada,
on behalf of the University of Nevada, Las Vegas

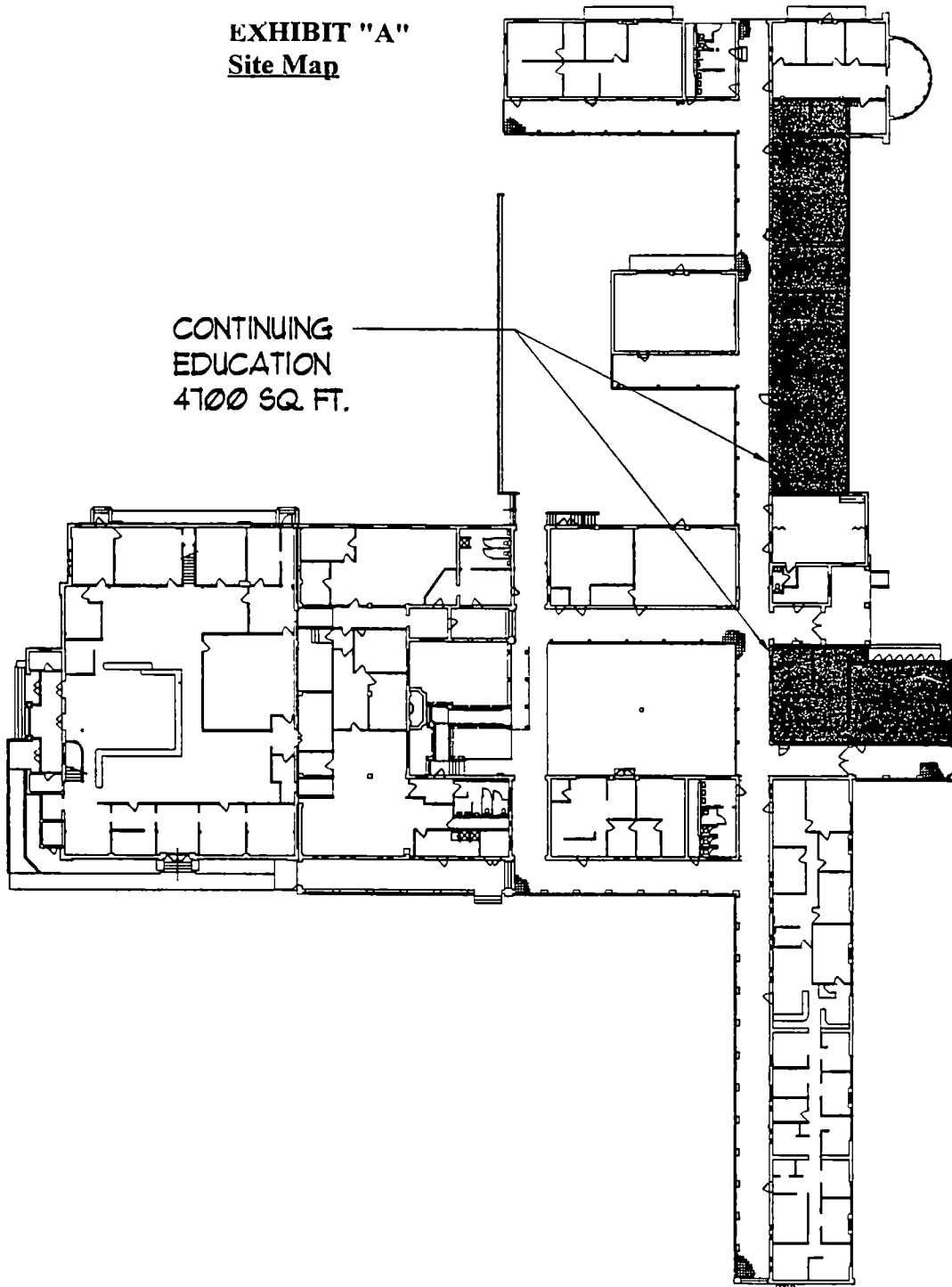
By: _____
PAUL AIZLEY, Dean of Continuing Education

By: _____
DOUGLAS FERRARO, Provost

By: _____
CAROL HARTER, President

"Lessee"

EXHIBIT "A"
Site Map



Floor Plan

Project North ▲

Scale: N.T.S.

DEPARTMENT OF PUBLIC WORKS			
INT NO 2 513-658	SCALE: Full Scale DATE: 1/2/99 FILE: clybridge/lee/bellestaplan DRAWN BY: BREED	DEPARTMENT OF PUBLIC WORKS ARCHITECTURAL SERVICES 400 EAST STEWART AVENUE LAS VEGAS NEVADA 89101 PHONE: (702) 229-6535 FAX: (702) 382-2232 TDD: (702) 386-9108	Fifth Street School Renovation '99 - UNLV Classrooms - Floor Plan



AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: NOVEMBER 15, 1999

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT

DIRECTOR: JEFF MARESH

CONSENT

DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilmen Reese and M. McDonald:

Discussion and possible action to approve interlocal agreement with the University of Nevada, Las Vegas, College of Architecture for the lease of approximately 975 square feet located at 400 South Las Vegas Boulevard (Fifth Street School)

Fiscal Impact

No Impact

Amount:

Budget Funds Available

Dept./Division:

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

For the past several months, representatives of the College of Architecture of the University of Nevada, Las Vegas, the City Center Development Corporation, and the City of Las Vegas have had discussions regarding the location of a classroom to support architecture studies conducted in the City's downtown. As a result of those discussions, a tentative agreement has been reached to provide approximately 975 square feet at the Fifth Street School. The term of the agreement is two years.

RECOMMENDATION:

We respectfully request that the City Council approve the attached interlocal agreement with the University of Nevada, Las Vegas, College of Architecture for the use of 975 square feet in the Fifth Street School. We anticipate that this property will be available for use by April 1, 2000.

BACKUP DOCUMENTATION:

1. Interlocal agreement.
2. Floorplan.

**INTERLOCAL CONTRACT FOR THE
LEASE OF PROPERTY AT FIFTH STREET SCHOOL
FOR UNLV SCHOOL OF ARCHITECTURE**

THIS INTERLOCAL CONTRACT ("Lease"), made and entered into this _____ day of _____, 1999, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter referred to as "Lessor"), and the BOARD OF REGENTS OF THE UNIVERSITY AND COMMUNITY COLLEGE SYSTEM OF NEVADA, on behalf of the UNIVERSITY OF NEVADA, LAS VEGAS, SCHOOL OF ARCHITECTURE (hereinafter referred to as "Lessee").

WITNESSETH:

WHEREAS, Lessor owns the real property and improvements located on certain real property commonly known as the Fifth Street School, and located commonly at 400 Las Vegas Boulevard South, Las Vegas, Nevada 89101; and

WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, that certain premises at the Fifth Street School that is depicted on the attached Site Map, Exhibit "A" (hereinafter referred to as the "Premises") for the purpose of providing classroom space to students in the University of Nevada, Las Vegas' School of Architecture; and

WHEREAS, pursuant to NRS 277.180, the Lessor may enter into interlocal contracts with other public agencies for the performance of any government service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, one of the goals of the Lessor is to provide needed public services to the central core of downtown Las Vegas; and

WHEREAS, Lessee, by utilizing the Premises, will contribute to Lessor in its efforts to revitalize the central core of downtown Las Vegas; and

WHEREAS, Lessor determines that the lease of the Premises to Lessee for the purposes as hereinafter set forth in the Lease will provide a substantial benefit to the inhabitants of the City; and

WHEREAS, the Lessor agrees to lease the Premises upon the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of the foregoing and the covenants, terms and conditions herein contained, the parties agree as follows:

1. **LEASE OF PREMISES.** Subject to the provisions of this Lease, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises at Fifth Street School consisting of approximately 975 square feet. The location and dimensions of the Premises are shown more particularly on the Site Map, Exhibit "A".

2. **TERM OF LEASE.** Unless earlier terminated in accordance with Section 39 hereof, this Lease shall be for a period of two (2) years beginning on the Commencement Date as defined in Section 3. No later than ninety (90) days prior to the expiration date of this Lease, the Lessor and Lessee agree to negotiate in good faith a new lease agreement to be mutually agreeable to both parties; however, the foregoing does not obligate or commit the Lessor to provide a new lease to Lessee.

3. **EFFECTIVE DATE AND COMMENCEMENT DATE.** This Lease shall be effective on the date both parties have signed this Lease. The Commencement Date shall be the date that Lessee starts occupancy of the Premises.

4. **RENT.** Commencing on the Commencement Date, Lessee agrees to pay One Dollar (\$1.00) per month as Rent to Lessor. The Rent shall be due and payable twelve (12) months in advance and shall be due on the Commencement Date and the anniversary date of the Commencement Date.

5. **UTILITIES AND SERVICES.** Lessee shall pay for its use of all sewer, electricity and

gas utilities at the Premises by reimbursing Lessor its pro-rata share of the Lessor's total utility bill at the Fifth Street School. Lessee's pro-rata share is based upon a percentage of the square footage occupied by Lessee at the Fifth Street School. Lessor shall invoice the Lessee no later than forty-five (45) days from the date of receipt from the appropriate utility companies, and Lessee shall make payment within thirty (30) days of receipt of such invoice. Lessee shall be responsible for all costs of telephone, cable and other telecommunication services at the Premises.

6. **REPAIRS AND MAINTENANCE.**

A. **Lessor's Obligations.** Lessor shall keep the Premises, interior and exterior walls, roof and common areas and the equipment whether used exclusively for the Premises or in common with the other premises, in good condition and repair; provided, however, Lessor shall not be obligated to paint, repair or replace wall coverings or to repair or replace any improvements that are not ordinarily a part of the Premises.

B. **Lessee's Obligations.**

(1) Notwithstanding Lessor's obligation to keep the Premises in good condition and repair, Lessee shall be responsible for payment of the cost thereof to Lessor as additional rent for that portion of the cost of any maintenance and repair of the Premises, or any equipment (wherever located) that serves only Lessee or the Premises, to the extent such cost is attributable to causes beyond normal wear and tear. Lessee shall be responsible for the cost of painting, repairing or replacing wall coverings, and to repair or replace any Premises improvements that are not ordinarily a part of the Premises. Lessor may, at its option, upon reasonable notice, elect to have Lessee perform any particular such maintenance or repairs, the cost of which is otherwise Lessee's responsibility hereunder.

(2) On the last day of the term hereof, or on any sooner termination, Lessee shall

surrender the Premises to Lessor in the same condition as received, ordinary wear and tear excepted, clean and free of debris. Any damage or deterioration of the Premises shall not be deemed ordinary wear and tear if the same could have been prevented by good maintenance practices by Lessee. Lessee shall repair any damage to the Premises occasioned by the installation or removal of Lessee's trade fixtures, alterations, furnishings and equipment. Except as otherwise stated in this Lease, Lessee shall leave the HVAC, power panels, electrical distribution systems, lighting fixtures, air conditioning, window coverings, wall coverings, carpets, wall paneling, ceilings and plumbing on the Premises and in good operating condition.

7. **USE OF PREMISES.** Lessee agrees to use the Premises solely for the purpose of conducting classes and workshops through the Lessee's School of Architecture. Lessee shall not use or permit the Premises to be used for any other purpose, except with the prior written consent of Lessor.

8. **CONDITION OF PREMISES.** The Premises are leased to Lessee on an "as-is" basis. Lessor makes no other warranty concerning the Premises and shall have no obligation to construct any improvements other than those that presently exist.

9. **USE OF PARKING AND OTHER AREAS.** In connection with its use of the Premises pursuant to this Lease, Lessee is entitled to one (1) reserved parking space on the South Lot at Fifth Street School. All facilities in or about the Fifth Street School shall be subject to the exclusive control and management of Lessor. Lessor 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 close all or any portion of said area 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. Lessor shall operate and maintain the parking area in such manner as Lessor in its discretion

shall determine. Lessor 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.

10. **LAWS, WASTE, NUISANCE.** Lessee covenants that it:

A. Will not use or suffer or permit any person or persons to use the Premises or any part thereof for conducting thereon any activity not authorized in this Lease;

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 on the Premises.

11. **ALTERATIONS, ADDITIONS AND IMPROVEMENTS.** At any time during the Lease term, Lessee, subject to the prior written approval of Lessor and at the expense of Lessee, may make alterations, additions or improvements in and to the interior of the Premises. No alterations, additions or improvements shall be authorized for the exterior of the Premises. Any such alteration, addition or improvement shall be performed in a workmanlike manner, in accordance with all applicable governmental regulations and requirements, and shall not weaken or impair the structural strength or lessen the value of the Premises.

All alterations, additions or improvements that may be erected or installed in or on the interior of the Premises shall become part thereof and the sole property of Lessor, except that all moveable

fixtures that may be installed by the Lessee shall be and remain its or their property and shall not become the property of Lessor if it is removed in a timely manner after abandonment or surrender of the Premises.

12. **SIGNAGE.** Lessee shall have the right to place, construct and maintain one or more signs identifying its name at the Premises. All signage shall conform to the design of signs at Fifth Street School and shall be approved by Lessor prior to the sign's placement at the Premises.

13. **CHANGES TO COMPLEX.** Lessor reserves the right at all times to exercise reasonable control over, and from time to time make changes, alterations or additions to, the Fifth Street School. Lessor shall endeavor to do so with a minimum of disruption to the Lessee's rights under this Lease.

14. **ACCESS TO PREMISES.** Lessor shall have the right to place, maintain and repair 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 Fifth Street School and which are the Lessor's responsibility. Lessor shall also have the right to enter the Premises upon reasonable notice to inspect or to exhibit the same to prospective purchasers and to make such repairs, additions, alterations or improvements as Lessor may deem desirable.

Lessor may enter the Premises at any time, without notice, in the event of an actual emergency. Lessor shall at all times have and retain a key with which to unlock all of the doors of the Premises, and Lessor shall have the right to use any and all means which Lessor 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 Lessee from the leased Premises or any portion thereof.

15. **PAYMENT OF TAXES.** Lessor shall not be responsible for any real property taxes on, or real property-related assessments to, the Premises. Lessor shall have no responsibility or liability to pay

any personal property taxes because of any personal property brought upon or used by Lessee in connection with the Premises, and Lessee agrees to pay, and to indemnify Lessor concerning, any such taxes that may be assessed.

16. **COMPLIANCE WITH THE LAW.** The Lessee shall promptly execute and comply with all applicable statutes, rules, orders, building codes, ordinances, requirements, and regulations of the city, county, state and federal governments, including OSHA, the Americans with Disabilities Act of 1990 (42 USC Sections 12101 through 12213 and 47 USC Section 225.611) and their underlying regulations and rules, which are applicable to the Premises. Nothing herein contained shall be construed to restrict the Lessee from contesting the validity of any such regulation, rule or ordinance, provided the Lessee indemnifies the Lessor to its reasonable satisfaction against the consequences of noncompliance during the period of dispute.

17. **INDEMNIFICATION.** To the extent limited by NRS Chapter 41, Lessee will be responsible for, and will indemnify, defend and hold the Lessor and its agents and employees harmless from and against, any loss, damage, liability, cost or expense to the extent of Lessee's liability provided by law that results from Lessee's use of the Premises and that is caused by the actions or nonactions of Lessee, or any employee, servant or agency of either. To the extent limited by NRS Chapter 41, Lessor will be responsible for, and will indemnify, defend and hold the Lessee and its agents and employees harmless from and against, any loss, damage, liability, cost or expense to the extent of Lessor's liability provided by law that results from Lessor's use of the Premises and that is caused by the actions or nonactions of Lessor, or any employee, servant or agency of either.

18. **INSURANCE.** As a state-supported institution of higher education, the Lessee is a self-insured agency of the State of Nevada. Lessee certifies that, as a state-supported institution of higher

education, it is a self-insured entity and that, with respect to workers' compensation, the Lessee is qualified pursuant to statutory authority. Requirements and claims are handled in accordance with NRS Chapter 41.

19. **WAIVER OF SUBROGATION**. Lessor hereby waives, and Lessee hereby waives, any rights each may have against the other for loss or damage to its property or property in which it may have an interest, where such loss is caused by a peril of the type generally covered by fire or hazard insurance with extended coverage or arising from any cause which the claiming party was obligated to insure against under this Lease, and the Lessor and Lessee each waives any right of subrogation that it might otherwise have against the other party.

20. **SURRENDER OF PREMISES**. Upon expiration or other authorized termination of this Lease, Lessee shall surrender the Premises in the same condition as they were in at the commencement of this Lease, except for additions, alterations or changes specifically authorized by Lessor and reasonable wear and tear, and shall deliver all keys to Lessor. Before surrendering the Premises, Lessee shall remove all of its personal property and trade fixtures and such alterations or additions to the Premises made by Lessee as may be specified for removal by Lessor, and shall repair any damage caused by such property or the removal thereof. If Lessee fails to remove such personal property and fixtures upon the expiration or other authorized termination of this Lease, the same shall be deemed abandoned and shall become the property of Lessor.

21. **HOLDING OVER**. Any holding over by the Lessee, with the Lessor's consent, after the expiration of the term hereof or of any renewal term shall be construed to be a tenancy from month to month, terminable on one month's written notice.

22. **SALE OF PREMISES**. Lessor reserves the right at any time to sell, convey or otherwise

transfer its interest in the Premises or any portion thereof.

23. **EMINENT DOMAIN.** In case the whole of the Premises, or such part thereof as shall substantially interfere with Lessee'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 Lessor or Lessee may terminate this Lease effective as of the date possession is required to be surrendered to said authority. Lessee shall not because of such taking assert any claim against Lessor or the taking authority for any compensation because of such taking, and Lessor shall be entitled to receive the entire amount of any award without deduction for any estate or interest of Lessee. In the event the amount of property or the type of estate taken shall not substantially interfere with the conduct of Lessee's business, Lessor shall be entitled to the entire amount of the award without deduction for any estate or interest of Lessee. In such event, Lessor shall promptly proceed to restore the Premises to substantially their condition prior to such partial taking.

24. **DAMAGE OR DESTRUCTION.**

A. Lessee shall give prompt notice to Lessor in case of fire or accidents in or near the Premises or in any common area.

B. If the Premises are partially damaged by fire or other casualty, Lessor shall repair such damage at its cost, subject to Lessor'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 Lessee until such repairs are completed.

C. If the Premises or common areas are substantially or totally destroyed, or if the Premises are damaged so extensively that they cannot, in Lessor's opinion, be repaired within sixty (60) days after commencement of such repairs, or if Lessor shall decide to rebuild the Premises or common

areas so that they will be substantially different structurally or architecturally, then Lessor may, at its option, within thirty (30) days after such damage or destruction, give Lessee written notice thereof and this Lease shall thereupon be canceled effective as of the date of the occurrence of such damage or destruction.

D. If any damage referred to in this Section is due in whole or in part to the act, neglect, fault or omission of Lessee, there shall be no abatement of rent.

25. **LIENS AND ENCUMBRANCES.** Lessee agrees to keep the Premises and its interest therein free from liens and encumbrances and to indemnify and hold Lessor harmless therefrom. If any lien or other encumbrance is filed against the Premises or any part thereof by reason of Lessee's acts or omissions or because of a claim against Lessee, Lessee shall cause the same to be canceled and discharged of record by bond or otherwise within ten (10) days after notice by Lessor. The failure of Lessee 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 Lease.

26. **ASSIGNMENT AND SUBLETTING.** Lessee shall not transfer, assign, delegate, mortgage or hypothecate this Lease, in whole or in part, or permit the use of the Premises by any person or persons other than Lessee, or sublet the Premises, or any part thereof, without the prior written consent of Lessor in each instance. Such consent shall not be unreasonably withheld. The prohibition against transfer or assignment contained in this Section includes any transfer or assignment by operation of law.

27. **BREACH, DEFAULT AND REMEDIES.** If Lessor or Lessee fails to perform or comply with any covenant, term or condition that this Lease requires said party to perform or comply with, the defaulting party shall have thirty (30) days after it receives written notice of such default or breach within which to remove or cure said default or breach, except that such period in the case of Lessee's failure to pay rent in a timely fashion shall be fifteen (15) days after the date the rent payment is due. If a breach or

default on the part of Lessee is not removed or cured within the applicable time limit set forth above, Lessor may, in addition to any other remedy it may have under law or equity at its option, terminate this Lease or re-enter and retake possession, with or without terminating the Lease. In the case of re-entry and retaking of possession, Lessor shall give Lessee a thirty (30) day notification so that arrangements for the removal of property can be made.

The remedies provided for in this Lease shall be cumulative, and the exercise of any remedy by a party shall not be to the exclusion of any other remedy.

28. **NO PARTNERSHIP.** Lessor does not by this Lease, in any way or for any purpose, become a partner or joint venturer of Lessee in the conduct of its business or otherwise.

29. **FORCE MAJEURE.** Lessor and Lessee shall each 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.

30. **NO WAIVER.** Failure of either the Lessor or Lessee to insist upon the strict performance of any provision or to exercise any option hereunder in any one or more instances shall not be deemed a waiver or relinquishment of its right to do so in the future. No provision of this Lease shall be deemed to have been waived by Lessor/Lessee unless such waiver is in writing.

31. **BROKER'S COMMISSIONS.** The parties represent and warrant that there are no claims for brokerage commissions or finder's fees in connection with this Lease and each agrees to indemnify the other against and hold it harmless from all liability arising from such claims, including any attorney's fees connected therewith.

32. **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, heirs, successors and assigns.

33. **NON-DISCRIMINATION**. Lessee agrees that the Premises will not be segregated with respect to race, color, religion or national origin; that it will not segregate or discriminate on such grounds with respect to public utilization of or access to the Premises; and that it will comply with all applicable federal laws and regulations that prohibit discrimination in connection with federally-funded programs.

34. **ENTIRE AGREEMENT**. This Lease, including any exhibits attached hereto, sets forth the entire agreement between the parties. Any prior conversations or writings concerning the lease of the Premises are merged herein and extinguished.

35. **AMENDMENT OR MODIFICATION**. No amendment to or modification of this Lease shall be binding upon Lessor or Lessee unless it has been reduced to writing.

36. **CAPTIONS AND SECTION NUMBERS**. 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.

37. **ATTORNEY'S FEES**. In the event Lessor/Lessee institutes any judicial proceeding against Lessee/Lessor relating to any default, the prevailing party shall be entitled to an award of reasonable attorney's fees as determined by the court.

38. **NOTICES**. Any notice, demand, request, or other instrument which may be or is required to be given under this Lease shall be delivered in person or sent by certified mail, return receipt requested, and shall be sent to the following addresses or to such other addresses as the parties may from time to time designate in writing:

If to the Lessor:

City of Las Vegas
400 Stewart Avenue, 8th Floor
Las Vegas, Nevada 89101
Attention: City Manager

If to the Lessee:

University of Nevada, Las Vegas,
School of Architecture
4505 S. Maryland Parkway
Las Vegas, Nevada 89154
Attention: Michael Alcorn

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...

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39. **TERMINATION.** This Lease may be canceled by either party for any reason by providing one hundred eighty (180) days written notification.

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

CITY OF LAS VEGAS

By _____
OSCAR B. GOODMAN, Mayor

"Lessor"

ATTEST:

BARBARA JO RONEMUS, City Clerk

Approved as to Form: J. Pincus 11/4/99
Deputy City Attorney Date

PASSED, ADOPTED AND APPROVED THIS ____ DAY OF _____, 1999.

BOARD OF REGENTS OF THE UNIVERSITY AND
COMMUNITY COLLEGE SYSTEM OF NEVADA, ON
BEHALF OF THE UNIVERSITY OF NEVADA, LAS
VEGAS, SCHOOL OF ARCHITECTURE

By: _____
MICHAEL ALCORN Date

By: _____
DEAN JEFFREY P. KOEP Date
College of Fine Arts

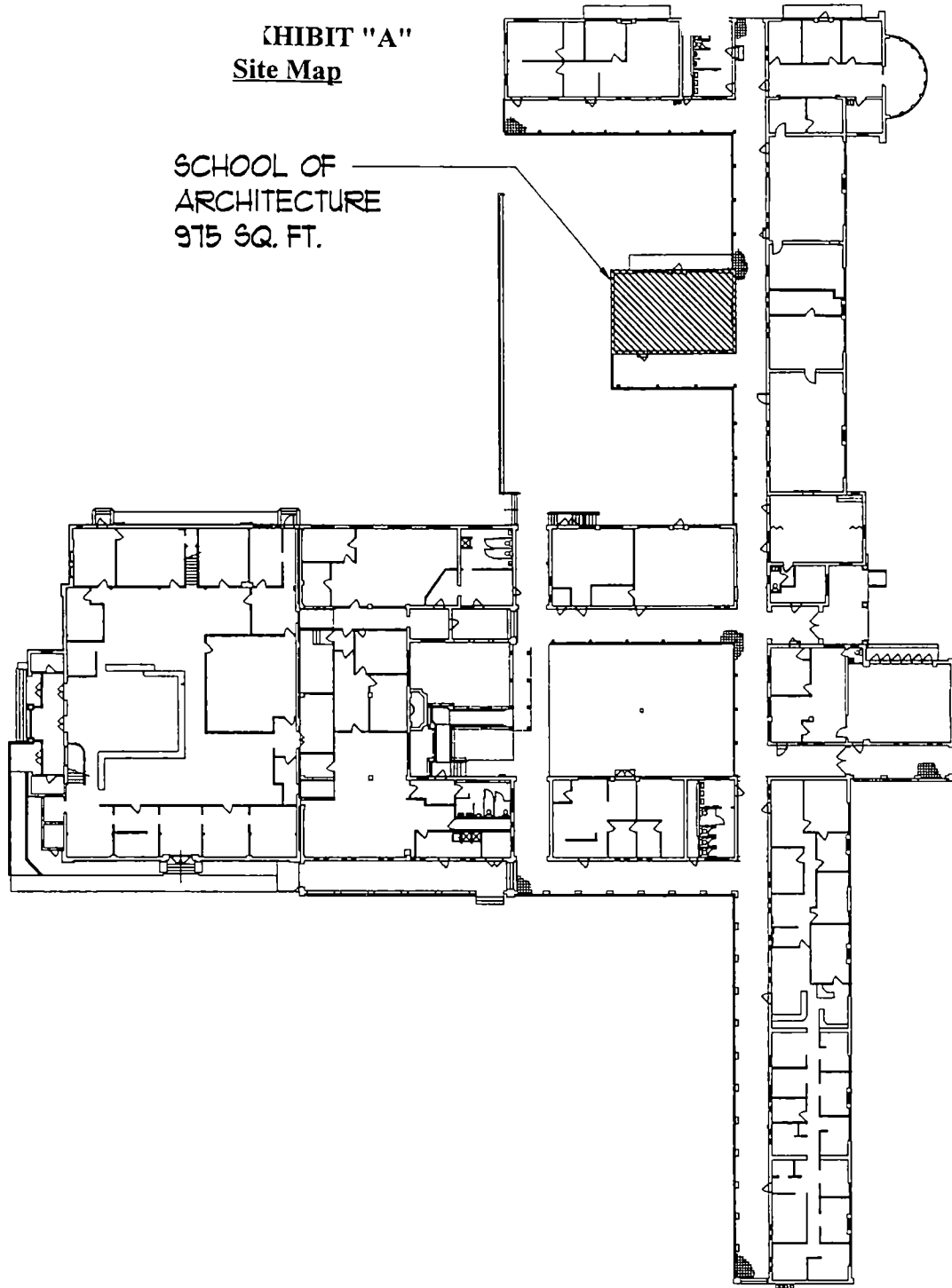
By: _____
GEORGE SCADUTO Date

By: _____
PRESIDENT Date

By: _____
BOARD OF REGENTS Date

"Lessee"


EXHIBIT "A"
Site Map



Floor Plan

Project North ▲

Scale: N.T.S.

DEPARTMENT OF PUBLIC WORKS				
SYMBOL	SCALE Full Scale	DEPARTMENT OF PUBLIC WORKS ARCHITECTURAL SERVICES	Fifth Street School Renovation '99 - UNLV Classrooms -	
	DATE 1/2/99	400 EAST STEWART AVENUE LAS VEGAS NEVADA 89101	Floor Plan	
	FILE chvbridge/fm/99/01/11eplan	PHONE (702) 229-6535 FAX (702) 382-3232 TDD (702) 386-9108		
513-658	1 of 2	DRAWN BY BBREED		