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Social Services
Ellen Van Cleave

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'01 APR 24 A9:30 THIS AGREEMENT, made and entered into this 8th day of February, 2001, by and between DOUGLAS COUNTY, P.O. BOX 218, MINDEN, NEVADA 89423, hereinafter referred to as LESSOR, and the DEPUTY STATE OF NEVADA, DEPARTMENT OF ADMINISTRATION, DIVISION OF BUILDINGS AND GROUNDS, hereinafter referred to as LESSEE, for and on behalf of the DEPARTMENT OF HUMAN RESOURCES, HEALTH DIVISION WIC PROGRAM, hereinafter referred to as TENANT.

W I T N E S S E T H :

For and in consideration of the rents herein reserved and the covenants, terms and conditions herein contained, the LESSOR does by these presents lease unto LESSEE the following described property:

302 usable square feet of office space (the "Demised Premises") located at 1133 Spruce, Gardnerville, Nevada.

ONE. TERM OF LEASE. LESSOR hereby leases unto LESSEE and LESSEE agrees to lease from LESSOR, the Demised Premises heretofore described commencing on May 1, 2001 unless later approved by the Board of Examiners, and terminating on April 30, 2003, unless this Lease has been renewed according to the provisions hereinafter set forth. It is hereby specifically and expressly agreed by the parties hereto that this lease or any renewal thereof shall be terminated immediately if for any reason action on the part of the Nevada State Legislature and/or the Federal Government limits, restricts or impairs TENANT's funding or ability to satisfy its rental payment obligation. TENANT

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1 shall pay the rent for the month in which such occurrence and
2 termination takes place and shall have no other rental payment
3 obligation to LESSOR thereafter under this Lease or for the
4 Demised Premises. The LESSOR shall retain its other remedies
5 which are provided in the lease agreement but the LESSOR shall
6 have no rights to collect any further rents from TENANT. Proof
7 by TENANT of a diminution in Federal or State funding which was
8 intended to be used as all or part of the funding for the payment
9 of the rental under this lease shall be sufficient if copies of
10 supporting state or federal documents are furnished to LESSOR or
11 if the Executive Director of TENANT provides his Affidavit that
12 such funding or other limiting eventuality has occurred.

14 **TWO.** COMPLIANCE WITH THE LAW. The Lessor shall
15 promptly execute and comply with all statutes, rules, orders,
16 building codes, ordinances, requirements, and regulations of the
17 City, County, State and Federal governments, including OSHA, the
18 Americans with Disabilities Act of 1990 (42 USC Section 12101
19 through 12213 and 47 USC Sections 225.611) and their underlying
20 regulations and rules, which are applicable to the premises.
21 Nothing herein contained shall be construed to restrict the
22 Lessor from contesting the validity of any such regulations, rule
23 or ordinance, provided the Lessor indemnifies the Lessee to its
24 reasonable satisfaction against the consequences of
25 non-compliance during the period of dispute.

27 **THREE.** RENT. LESSEE AND TENANT agrees to pay to the
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1 LESSOR as and for minimum rental for said premises for the sum
2 of THREE HUNDRED DOLLARS 00/100 (\$300.00) per month, or \$1.00 per
3 square foot per month, without offset or deduction, payable
4 quarterly in advance to LESSOR at its address specified below.

5 **FOUR. UTILITIES AND SERVICES.** LESSOR shall furnish
6 all heat and air conditioning systems for the Demised Premises
7 as may be reasonable and appropriate during the Lease Term.
8 LESSOR agrees to provide and pay all utility service and
9 custodial service charges (paper products included) for the
10 above-described property during the Term of this lease except
11 TENANT shall provide and pay for all telephone services that they
12 may require. As a minimum, custodial services shall be provided
13 to the premises in accordance with Attachment "A", attached
14 hereto, incorporated in reference herein and made a part of this
15 lease.
16

17 **FIVE. SMOKING AREA.** Pursuant to NRS 202.2491, LESSOR
18 shall furnish a separate area which may be used for smoking.
19 LESSOR shall also post signs prohibiting smoking in any place not
20 designated as smoking area.
21

22 **SIX. REPAIR AND MAINTENANCE.** LESSOR agrees to make
23 any and all necessary structural, heating, air conditioning,
24 flooring, electrical, plumbing, roofing, exterior wall, sidewalk
25 repairs and other similar repairs required as a result of any
26 defect or as a result of the same wearing out or becoming
27 unserviceable or damaged through no carelessness or negligence
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1 on the part of the LESSEE or TENANT. LESSEE and TENANT agree to
2 maintain the Demised Premises in as good a state of repair as
3 when first occupied, ordinary wear and tear, obsolescence and
4 damage by the elements, fire or other casualty excepted. LESSOR
5 agrees to conduct any and all repairs and maintenance at
6 reasonable times and without undue inconvenience to LESSEE or
7 TENANT and for which, reasonable access shall be provided
8 thereby. Any substantial impairment of the use or enjoyment of
9 the Demised Premises to LESSEE or TENANT shall cause the
10 proportionate abatement and reduction in rent by way of
11 adjustment of succeeding quarterly rental payment.

12 **SEVEN. INDEMNIFICATION.** To the fullest extent permitted
13 by law, each party shall indemnify, hold harmless and defend, not
14 excluding the other party's right to participate at its own
15 expense, the other party, its officers, employees, and agents,
16 from and against all liability, claims, actions, damages, losses,
17 and expenses, including, without limitation, reasonable
18 attorneys' fees and costs, arising out of any alleged negligent
19 or willful acts or omissions of the indemnifying party in the use
20 or occupancy of the demised premises.

21 **EIGHT. CHOICE OF LAW AND FORUM.** The validity,
22 construction, interpretation, and effect of this lease shall be
23 governed by the laws of the State of Nevada. The parties agree
24 any dispute and/or legal proceedings regarding this lease are
25 subject to the sole jurisdiction of the State courts in the State
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1 of Nevada.

2 **NINE. ALTERATIONS, ADDITIONS AND IMPROVEMENTS.** LESSEE

3 or TENANT may at any time during the Lease Term, subject to the
4 prior approval of LESSOR and at their own expense, make any
5 alteration, addition or improvement in and to the Demised
6 Premises and building. Any such alteration, addition or
7 improvement shall be performed in a workmanlike manner, in
8 accordance with all applicable governmental regulations and
9 requirements, and shall not weaken or impair the structural
10 strength or lessen the value of the Demised Premises or building.

11 All alterations, additions or improvements on or in the
12 Demised Premises at the commencement of the Lease Term, and that
13 may be erected or installed therein, shall become part of the
14 premises and the sole property of LESSOR, except that all movable
15 fixtures installed by LESSEE or TENANT shall be and remain their
16 property and shall not become the property of LESSOR.

17 **TEN. PAYMENT OF TAXES AND INSURANCE.** LESSOR, at his
18 sole cost and expense, agrees to keep the building complex and
19 improvements on the Demised Premises insured at all times during
20 the Term of this lease. LESSOR will pay all real property taxes
21 or any other assessments on the Demised Premises when due,
22 including improvement thereon during the Term hereof or any
23 renewal period.

24 Fire Insurance on TENANT'S fixtures. The TENANT shall
25 maintain in force at its sole cost and expense, all risk property
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1 insurance coverage, including sprinkler leakage (if the building
2 is equipped with sprinklers), in an amount equal to the
3 replacement cost of TENANT'S trade fixtures, furnishings,
4 equipment, and contents upon the premises.
5

6 **ELEVEN. WAIVER OF SUBROGATION.** LESSOR and LESSEE or
7 TENANT hereby waive any rights each may have against the other
8 for loss or damage to its property or property in which it may
9 have an interest where such loss is caused by a peril of the type
10 generally covered by fire insurance with extended coverage or
11 arising from any cause which the claiming party was obligated to
12 insure against under this Lease, and each party waives any right
13 of subrogation that it might otherwise have against the other
14 party, any additional designated insured and any other tenant in
15 the Building. The parties agree to cause their respective
16 insurance companies insuring the Demised Premises or insuring
17 their property on or in the Demised Premises to execute a waiver
18 of any such rights of subrogation or, if so provided in the
19 insurance contract, to give notice to the insurance carrier or
20 carriers that the foregoing mutual waiver of subrogation is
21 contained in this Lease.
22

23 **TWELVE. BREACH OR DEFAULT.** In the event of any
24 failure by LESSOR, LESSEE, or TENANT to keep and comply with any
25 of the terms, covenants or provisions of this Lease or any breach
26 thereof, the defaulting party shall have thirty (30) days from
27 the receipt of written notice of such default or breach within
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1 which to remove or cure said default or breach, except for
2 default in the obligation of LESSEE to pay rent in a timely
3 fashion, which default must be cured or removed without notice
4 within fifteen (15) days from the date on which the rental
5 payment is due and payable. In the event of breach or default
6 by LESSEE or TENANT which is not removed or cured within the
7 time limits set forth above, LESSOR may in addition to any other
8 right of re-entry or possession and at LESSOR's sole option,
9 consider the Lease forfeited and terminated and may re-enter and
10 take possession of the Demised Premises, removing all persons
11 and property therefrom with prior notification to LESSEE so that
12 arrangements concerning the removal of property can be made.

14 **THIRTEEN. ATTORNEY'S FEES.** In case suit shall be
15 brought for an unlawful detainer of the Demised Premises, for the
16 recovery of any rent due under the provision of this Lease, or
17 for LESSEE's or TENANT's breach of any other condition contained
18 herein, LESSEE or TENANT shall pay to LESSOR a reasonable
19 attorney's fee which shall be deemed to have accrued on the
20 commencement of the action and shall be paid on the successful
21 completion of this action by LESSOR. LESSEE or TENANT shall be
22 entitled to attorney's fees in the same manner if judgement is
23 rendered for LESSEE or TENANT.

24 **FOURTEEN. HOLDOVER TENANCY.** If LESSEE or TENANT hold
25 possession of the premises after the term of this Lease or any
26 renewal thereof, this Lease shall become a month-to-month lease
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1 on the terms herein specified, but TENANT shall pay for the first
2 three (3) months of the holdover period a monthly rental in an
3 amount equal to the monthly rental immediately preceding the
4 Expiration Date. At the expiration of this three (3) month grace
5 period and throughout the balance of the holdover period TENANT
6 shall pay rent equal to one hundred twenty-five percent (125%)
7 of the monthly rent last paid by TENANT prior to the Expiration
8 Date. Rent shall be due and payable monthly in advance on the
9 first day of each month, and LESSEE or TENANT shall continue to
10 be a month-to-month TENANT until the tenancy shall be terminated
11 by any party hereto by written notice of termination delivered
12 at least one (1) month prior to termination.

14 **FIFTEEN. WAIVER.** The failure of LESSOR, LESSEE or
15 TENANT to insist upon strict performance of any of the covenants,
16 terms or provisions contained in this Lease or to exercise any
17 option herein conferred in any one or more instances, shall not
18 be construed to be a waiver or relinquishment of any such
19 covenant, term or provision or any other covenants, terms or
20 provisions, but the same shall remain in full force and effect.

22 **SIXTEEN. OPTION TO RENEW.** LESSEE shall have the
23 option to renew this Lease for one (1) identical lease term by
24 giving written notice of intention to renew at least sixty (60)
25 days prior to expiration of the Lease Term or any renewal period
26 hereunder, except that the price per square foot shall be
27 renegotiated. The exercise of the option shall, however, not be
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1 effective nor binding on the LESSEE or TENANT unless and until
2 the same has been approved by the Nevada Board of Examiners.

3 **SEVENTEEN. REMEDIES.** The remedies given to LESSOR,
4 LESSEE and/or TENANT shall be cumulative, and the exercise of any
5 one remedy shall not be to the exclusion of any other remedy.
6

7 **EIGHTEEN. NOTICES.** All notices under this Lease shall
8 be in writing and delivered in person or sent by certified mail,
9 return receipt requested, to LESSOR or jointly to both LESSEE and
10 TENANT at their respective addresses set forth below or to such
11 other address as may hereafter be designated by either party in
12 writing:

13 LESSOR

14 Douglas County
15 P.O. Box 218
16 Minden, Nevada 89423

17 LESSEE

18 Department of Administration
19 Division of Buildings and Grounds
20 406 East Second Street, Suite #1
21 Carson City, Nevada 89701-4758

22 TENANT

23 Department of Human Resources
24 Health Division
25 WIC Program
26 505 East King Street, Room 204
27 Carson City, Nevada 89701-4799

28 **NINETEEN. AMENDMENT OR MODIFICATION.** This Lease
constitutes the entire agreement between the parties and may only
be amended or modified with the mutual consent of the parties
hereto, which amendment or modification must be in writing,

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1 executed and dated by the parties hereto and approved by the
2 Board of Examiners of the State of Nevada.

3 **TWENTY. PRIOR TERMINATION.** This Lease may be
4 terminated prior to the terms set forth herein above or prior to
5 the natural expiration of any renewal period if, for any reason,
6 the purpose of this agreement is substantially impaired or
7 obstructed by any event, occurrence or circumstance outside the
8 control of LESSOR, LESSEE, or TENANT, including any governmental
9 condemnation, without prejudice or penalty to any party hereto
10 and without such event, occurrence or circumstance being defined,
11 and interpreted or construed as breach or default on the part of
12 any party.
13

14 **TWENTY-ONE. ASSIGNMENT OR SUBLEASE.** Upon prior
15 written notice to and the prior approval in writing of LESSOR,
16 this Lease may be assigned or subleased to any individual or
17 entity, for which assignment or sublease LESSOR will not
18 unreasonably withhold consent; it being understood by the parties
19 hereto that a change in tenants from one state agency to another
20 shall not constitute an assignment or subletting.
21

22 **TWENTY-TWO. PRIOR APPROVAL OF THE BOARD OF EXAMINERS.**
23 This Lease is contingent upon prior approval by the Nevada Board
24 of Examiners and is not binding upon the parties hereto or
25 effective until such approval.

26 XXXXX

27 XXXXX

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1 IN WITNESS WHEREOF, the parties hereto have executed this lease as of the day and year
2 first above written.

3 LESSOR

LESSEE

4 DOUGLAS COUNTY

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
DIVISION OF BUILDINGS & GROUNDS

5 By Karan Goode

6 By Michael P. Mezel
7 Michael P. Mezel, Administrator

8 Date 2/20/01

Date 2/22/01

9 Reviewed as to format only:

10 FRANKIE SUE DEL PAPA
11 Attorney General

TENANT

STATE OF NEVADA
DEPARTMENT OF HUMAN RESOURCES

12 By Sonia Ettagat
13 Deputy Attorney General

By Debra J. King
14 Debra J. King, ASO IV

15 Date 2-9-01

Date 3-7-01

16 Approved by:

STATE OF NEVADA
DEPARTMENT OF HUMAN RESOURCES
HEALTH DIVISION

17 BOARD OF EXAMINERS

18 By John P. Comeaux
19 John P. Comeaux, Clerk

By Yvonne Sylva ASO III
20 Yvonne Sylva, Administrator

21 Date 4-10-01

22 Date 3/1/01

23 HD 2459

24 0512872

25 BK 0401 PG 6012

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ATTACHMENT "A"

CLEANING SPECIFICATIONS

1. General Office and Public Areas:

Note: Computer keyboards and screens, typewriter keyboards and calculators, will not be cleaned in any manner by the custodial service provider. The user of the equipment will be responsible for its cleaning.

A. Bi-weekly Procedures:

1. Empty wastebaskets and trash receptacles, unless otherwise directed. They are to be lined with plastic bags each time they are emptied. Wastebaskets are to be cleaned whenever there has been a liquid spill in it, or if the liner has slipped and food or other particles are on the wastebasket. Liners are to be replaced at least once a week, or when needed.

B. Weekly:

1. Stairwells are to be swept and mopped at least once a week, or as often as necessary.
2. Completely vacuum and spot clean all carpeted areas beneath desks, tables and furniture. Vacuum the balance of all carpeted areas.
3. Spot clean to remove all spots and marks from walls and around light switches and door jambs.
4. Clean entry ways and glass in entry ways doors.

C. Bi-Annually:

1. Dust the top of door jambs and partial partitions and walls.
2. Brush or vacuum, air returns, vents and areas around vents.

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3. Vacuum, or dust all high areas including walls and ceilings.
4. Shampoo carpeting in entrance, general lobby area, high foot traffic corridors and any high foot traffic areas where a pattern is showing.
5. Dust and clean cove base.
6. Clean light fixtures and defuses.
7. Dust vertical and horizontal blinds.
8. Clean interior ground floor windows.

D. **Annually:**

1. Shampoo all carpeting throughout the premises, including corridors, general lobby areas, entrances, meeting rooms and offices.
2. Squeegee clean all ground floor exterior and interior windows. Clean and polish door plates, jambs, thresholds, sills, trim, handles, and hardware.

2. **RESTROOMS:**

A. **As Needed:**

1. Refill hand soap, toilet paper, paper towel and seat cover dispensers.
2. Empty trash containers, spray and damp-wipe with disinfectant and change liner.
3. Clean mirrors with glass cleaner.
4. Clean, polish and sanitize toilets, seats and trim.
5. Clean and sanitize urinals and trim.

B. Weekly:

1. Wet mop and sanitize floors.
2. Wash and sanitize metal partitions and railings.
3. Damp-wipe and clean doors and jambs.

REQUESTED BY
DOUGLAS COUNTY
 IN OFFICIAL RECORDS OF
 DOUGLAS CO. NEVADA

2001 APR 24 AM 11: 22

LINDA SLATER
 RECORDER

\$ 0 PAID 2 DEPUTY

May, 2000

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CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE:

April 24 2001

B. Reed Clerk of the Judicial District Court
 of the State of Nevada, in and for the County of Douglas.

By

Carol M. Muller Deputy

SEAL