

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input checked="" type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed:</b>					0	
<b>Corporate/Business Entity Name:</b> Vietnamese- American Community of Las Vegas						
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		1705 Sabatini Dr.		<b>Website:</b> www.VACLV.org		
<b>City, State and Zip Code:</b>		Henderson, NV 89052(Temporary)		<b>POC Name:</b> Tuan A Pham <b>Email:</b> Tuan.tfi@Gmail.com		
<b>Telephone No:</b>		702 306-4061		<b>Fax No:</b>		
<b>Nevada Local Street Address:</b> (If different from above)				<b>Website:</b>		
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>		
<b>Local Telephone No:</b>				<b>Local POC Name:</b> <b>Email:</b>		

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
_____	_____	_____
_____	_____	_____
_____	_____	_____

**This section is not required for publicly-traded corporations. Are you a publicly-traded corporation?**  Yes  No

- Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?  
 Yes  No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?  
 Yes  No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Tuan A Pham  
 \_\_\_\_\_  
 Signature

Chairman  
 \_\_\_\_\_  
 Title

Tuan A Pham  
 \_\_\_\_\_  
 Print Name

07/12/2023  
 \_\_\_\_\_  
 Date

Lease Agreement Between Clark County and Vietnamese-American Community of Las Vegas

**LEASE AGREEMENT  
BETWEEN  
CLARK COUNTY  
AND  
VIETNAMESE-AMERICAN COMMUNITY OF LAS VEGAS**

THIS LEASE AGREEMENT (“Lease”) is made and entered into this \_\_\_ day of \_\_\_, 2023 by and between CLARK COUNTY, a political subdivision of the State of Nevada (“LESSOR” or “COUNTY”) and Vietnamese-American Community of Las Vegas, a 501(c)(3) non-profit corporation qualified to do business in Nevada (“LESSEE”)(Individually a “Party” and collectively the “Parties”).

WHEREAS, NRS 244.284 authorizes the Clark County Board of Commissioners (“Board”) to lease any of the real property of Clark County not otherwise needed for public purposes to a non-profit corporation recognized as exempt under Section 501(c)(3) of the Internal Revenue Code for charitable or civic purposes on such terms and conditions as the Board deems appropriate;

WHEREAS, COUNTY is the owner of property (APN # 162-15-702-011) with a commonly known address of 3900 Cambridge Street, Las Vegas, Nevada 89119 (“Building”), known as the Cambridge Community Resource Center (hereinafter referred to as “CCRC” or “Property”), as depicted in Exhibit “A”;

WHEREAS, LESSEE intends to lease the premises described in Section 1 below for the operation of its non-profit corporation for public benefit to provide essential services to the Asian American and Pacific Islander (AAPI) community; and

WHEREAS, the premises leased herein to LESSEE are not needed for the public purposes of Clark County.

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

**1. DESCRIPTION OF PREMISES.**

COUNTY hereby leases to LESSEE approximately +/- 1,064 square feet of space on the 1<sup>st</sup> floor at the CCRC, Suite 110 (“Premises”), as shown on Exhibit “B” attached hereto and made a part hereof.

**2. TERM.**

2.1 The term of this Lease is one (1) year commencing upon approval of this Lease by the Board (“Commencement Date”), with the option to extend for four (4) additional one (1) year periods to be exercised by giving formal written notice to COUNTY at least sixty (60) days before expiration of the prior term and receiving approval and written concurrence from the COUNTY to

Lease Agreement Between Clark County and Vietnamese-American Community of Las Vegas  
exercise any and each option period.

**3. RENT.**

In consideration of LESSEE's provision of valuable services to the community, COUNTY agrees to lease the Premises to LESSEE without requiring the payment of any rent.

**4. COUNTY'S BUDGETARY LIMITS AND FISCAL FUND OUT.**

4.1 The County, as a local governmental entity, is subject to the requirements of NRS 244.230 and NRS 354.626, which require County to budget annually for its expenses and which prohibit County from obligating itself to expend money or incur liability in excess of the amounts appropriated for a particular function or purpose. All County's financial obligations under this Lease are subject to those statutory requirements and sections 4.2 and 4.3 below (hereinafter "Fund Out Clause").

4.2 Notwithstanding the monetary obligations of this Lease, the total amount of County's payment obligations hereunder for any fiscal year shall not exceed the amounts that County has appropriated for maintenance of the Building and for related liabilities for the County. County represents that as of the date this Lease is executed sufficient funds have been appropriated to cover County's obligations hereunder through the expiration of the County's Fiscal Year.

4.3 Notwithstanding the monetary obligations of this Lease, this Lease shall terminate, and County's liability and payment obligations hereunder shall be extinguished at the end of the fiscal year (June 30) in which the County's governing body fails to appropriate monies for the ensuing fiscal year for the payment of all amounts which will then become due. County's staff shall take all appropriate actions and act in good faith to obtain funding for the County's liabilities hereunder accordingly.

**5. USE OF THE PREMISES.**

5.1 LESSEE shall use the Premises only for the following purpose or purposes: to provide essential services to the Asian American and Pacific Islander (AAPI) community, for instance connect the AAPI community with others, promote cultural preservation, enrich social and economic well-being, and encourage civic engagement to improve the lives of Vietnamese Americans in Las Vegas. Such use shall conform to applicable local ordinances, state and federal laws and this Lease. No other use of the Premises shall be allowed unless prior written approval is obtained from the Director of Real Property Management ("Director") in his or her sole discretion. LESSEE may not sublease the Premises or assign this Lease to any person or entity not affiliated with LESSEE without the prior written approval from the Director in his or her sole discretion.

5.2 LESSEE shall observe and enforce all established rules and regulations of COUNTY in connection with LESSEE's use of the Premises. LESSEE shall not use or occupy the Premises in violation of any law, covenant, condition, restriction, rule, or regulation affecting the

Lease Agreement Between Clark County and Vietnamese-American Community of Las Vegas

Premises. Upon notice from COUNTY, LESSEE shall immediately discontinue any use of the Premises which is declared by any governmental authority having jurisdiction to be a violation of a law, covenant, condition or restriction, rule, or regulation.

5.3 LESSEE shall not knowingly do or permit to be done anything which will increase the risk of fire or create a hazard on or about the Premises, and shall comply with all rules, orders, regulations, requirements and recommendations of COUNTY's risk manager, or any other person or organization performing a similar function.

5.4 LESSEE shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other lessees or occupants of the Building, or injure or annoy them, or use or allow the Premises to be used for any unlawful purposes.

5.5 LESSEE shall not cause, maintain, or permit any nuisance or waste in, on or about the Premises.

5.6 LESSEE shall have the right to operate only during the normal business hours of the CCRC. No other schedule shall be allowed unless prior written approval is obtained from the Director in his or her sole discretion.

**6. REPAIRS AND MAINTENANCE.**

6.1 LESSEE shall maintain the Premises in good order, condition, and repair. Such maintenance includes routine maintenance due to normal and ordinary wear and tear, including interior surfaces of the ceilings, walls and floors, doors, interior windows, plumbing, pipes and fixtures, electrical wiring, switches and fixtures, and standard building furnishings. LESSEE shall maintain in good repair all furniture, office equipment and fixtures.

6.2 LESSEE shall bear the cost of any badge, re-key, or duplicate key request for any lost or stolen keys or badges at the COUNTY's prevailing rate at that time.

6.3 COUNTY shall service any fire extinguishers serving the Premises and provide for any inspections or repairs of the fire extinguishers, fire sprinklers, fire alarms or specialty fire suppression systems. LESSEE must make the Premises available for these services to be performed. COUNTY will provide a schedule for non-emergency services.

6.4 COUNTY shall, at its sole cost and expense, repair and maintain the Property, its structural or building systems (mechanical (HVAC) sub-surface or cement embedded, electrical, plumbing, and low voltage systems, exterior walls, and exterior roof) serving the Building and Premises, sidewalks, driveways, landscaping and parking lots, fixtures in common areas, and appurtenances furnished in common areas by COUNTY under this Lease Agreement, in good repair and tenantable condition, except that LESSEE shall reimburse COUNTY, for any costs incurred by COUNTY in repair and maintenance of damage to said portions caused by the intentional or negligent acts of LESSEE, its officers, agents or employees. LESSEE'S failure to repair and

Lease Agreement Between Clark County and Vietnamese-American Community of Las Vegas

maintain the Premises to COUNTY'S satisfaction gives COUNTY the right to terminate this Lease in accordance with Section 11.

6.5 LESSEE shall be responsible for repairs to the Premises, the need for which arises out of (a) LESSEE's use or occupancy of the Premises; (b) the installation, removal, use or operation of LESSEE's property; (c) the moving of LESSEE's property into or out of the Premises; or (d) the act, omission, misuse or negligence of LESSEE, its agents, officers, employees, or invitees.

6.6 LESSEE must use the Premises in a reasonable manner that does not create an undue burden or financial difficulties for COUNTY.

6.7 If LESSEE fails to repair the Premises as provided in Subsection 6.5 above, COUNTY shall give LESSEE thirty (30) days' notice to do such acts as are reasonably required to repair the Premises. If LESSEE fails to promptly commence such work and diligently prosecute it to completion, COUNTY shall have the right to do such acts and expend such funds at the expense of LESSEE as are reasonably required to perform such work. Any amount so expended by COUNTY shall be paid by LESSEE within thirty (30) days of such invoice. COUNTY shall have no liability to LESSEE for any damage, inconvenience, or interference with the use of the Premises by LESSEE as a result of performing any such work. COUNTY shall nevertheless use reasonable efforts to minimize any interference with LESSEE's use of the Premises.

6.8 LESSEE shall give COUNTY prompt verbal notice, followed by written notice, of any damage to or defective condition in any part of the mechanical, electrical, plumbing, air conditioning or other systems serving, located in, or passing through the Premises.

6.9 Upon the expiration or earlier termination of this Lease, LESSEE shall return the Premises to COUNTY in broom-clean condition, except for normal and ordinary wear and tear. Any damage to the Premises, including any structural damage, resulting from LESSEE's use of the Premises, or resulting from the removal of LESSEE's property from the Premises shall be repaired by LESSEE at LESSEE's expense. Any amount so expended by COUNTY shall be promptly paid by LESSEE.

6.10 COUNTY and LESSEE shall each fully comply with all applicable Nevada laws, ordinances and rules of any public authority relating to their respective maintenance and repair obligations as set forth herein.

**7. SERVICES AND UTILITIES.**

7.1(a) COUNTY shall provide, at no additional cost to LESSEE, the following utilities and services:

Electricity <u>X</u>	Basic Trash Service <u>X</u>	Sewer <u>X</u>	Gas <u>X</u>	Water <u>X</u>
Phone <u>   </u>	Internet <u>   </u>	Interior Pest Control <u>   </u>	Exterior Pest Control <u>   </u>	
Exterior Landscaping <u>   </u>	Premises Janitorial <u>   </u>	Alarm Monitoring <u>   </u>	Security <u>   </u>	

Lease Agreement Between Clark County and Vietnamese-American Community of Las Vegas

7.1(b) LESSEE shall \_\_\_ or shall not X pay for their pro-rata share of the utilities described in section 7.1(a).

7.2 LESSEE shall provide and pay for the following utilities and cost of all supplies and equipment, and employees required for its use of the Premises.

Electricity\_\_\_ Basic Trash Service\_\_\_ Sewer\_\_\_ Gas\_\_\_ Water\_\_\_  
Phone X Internet X Interior Pest Control\_\_\_ Exterior Pest Control\_\_\_  
Exterior Landscaping\_\_\_ Premises Janitorial X Alarm Monitoring\_\_\_ Security\_\_\_

7.3 Any services or utilities not enumerated above shall be the responsibility of the LESSEE.

**8. ALTERATIONS AND IMPROVEMENTS.**

8.1 LESSEE shall have the right, at its expense, to make non-structural improvements or alterations to the Premises provided LESSEE requests permission, in writing, to make such changes and obtains all necessary permits, and provided the Director, in his or her sole discretion, gives written approval of the requested non-structural improvements or alterations.

8.2 Upon the termination or expiration of this Lease, LESSEE shall have the right, at its expense, to remove any personal property or fixture which LESSEE has installed or placed on the Premises. LESSEE shall completely repair, at its expense, any and all damage resulting from such removal.

8.3 All fixtures or other improvements remaining upon expiration or termination of this Lease shall be deemed to be the property of COUNTY or may be stored by COUNTY, in COUNTY's discretion, at LESSEE's expense.

8.4 County has two (2) desks and two (2) chairs owned by County located in the Premises for LESSEE'S use throughout the term of the Lease. Tenant shall be responsible to leave these items within the Premises upon the termination or expiration of the Lease in the same condition less ordinary wear and tear.

**9. INDEMNIFICATION.**

LESSEE agrees to hold harmless, indemnify and defend the COUNTY, its agents, officers and employees against any and all claims or liability of any kind, including liability for attorneys' fees and other litigation costs and expenses, for any personal injury, wrongful death, or damage to property arising out of LESSEE's operations or use of the Premises, occurring in, on or in the vicinity of the Premises, including the adjacent streets or sidewalks or any part thereof, due to the alleged negligence, fault, act or omission of LESSEE, its agents, officers, employees or invitees.

Lease Agreement Between Clark County and Vietnamese-American Community of Las Vegas

**10. INSURANCE.**

LESSEE will maintain the following insurance coverage during the initial and any extended terms of this Lease, add the COUNTY as an additional insured to all the insurance policies, and will, prior to approval of this Lease by the Board, furnish to the COUNTY certificates of insurance, showing that the following insurance is in force:

10.1 Workers compensation in accordance with Nevada law or evidence from the Nevada Division of Industrial Relations that LESSEE is exempt from such requirement.

10.2 Fire insurance with extended coverage with policy limits of Two Hundred Fifty Thousand Dollars (\$250,000). COUNTY shall not be liable for injury or damages to the Premises or any property or fixtures by fire or other casualty so covered by this type of insurance, no matter how caused, it being understood that in case of damage, LESSEE shall look solely to the insurer for reimbursement and not to COUNTY.

10.3 Commercial general liability, including abuse, molestation, and corporal punishment coverage, with a combined single limit for bodily injury and property damage of not less than One Million Dollars (\$1,000,000) per occurrence to protect the COUNTY, the LESSEE, LESSEE's affiliates, contractors, and agents against claims for injury or death and damage to the property of others.

10.4 Any and all insurance policies required shall be "occurrence" policies and shall not be "claims made" policies.

10.5 Intentionally deleted.

10.6 Before a contractor commences any work, LESSEE shall require the contractor to obtain and maintain throughout the term of the construction contract, the bonds and insurance coverage required in Exhibit "B" and shall furnish certificates of such insurance coverage to the Director. The insurance and surety companies issuing certificates of insurance and bonds must be licensed by the State of Nevada Insurance Division and certificates of insurance and bonds must be issued by an appointed producer of insurance pursuant to Nevada Revised Statutes Chapter 683A.

**11. TERMINATION.**

For any reason with or without cause, either Party may terminate this Lease upon sixty (60) days written notice to the other Party.

**12. BREACH.**

In the event of LESSEE default or breach of this Lease, COUNTY shall give LESSEE written notice of the default or breach. LESSEE shall have thirty (30) days after receipt of the notice of default or breach to cure the default or breach, after which time if said default or breach has not

Lease Agreement Between Clark County and Vietnamese-American Community of Las Vegas

been cured, COUNTY shall have the right to terminate this Lease immediately and retake possession of the Premises in compliance with Nevada law.

### **13. VACATING OF PREMISES**

13.1 Upon termination or expiration of this Lease, LESSEE shall surrender and vacate the Premises and leave the Premises in broom swept condition. Unless otherwise agreed, all personal property and debris must be removed at the LESSEE's sole cost and expense. If LESSEE fails to leave the Premises in broom swept condition or remove any personal property or debris, COUNTY reserves the right to do such acts and expend such funds at the expense of LESSEE as are reasonably required to perform such work. Any amount so expended by COUNTY shall be paid by LESSEE within thirty (30) days of such invoice.

13.2 Any keys, remotes or access devices provided to the LESSEE including badges shall be returned to the COUNTY upon termination or expiration of this Lease.

13.3 If LESSEE fails to vacate the Premises upon termination or expiration of this Lease, COUNTY reserves the right to retake the possession of the Premises in compliance with Nevada Law. LESSEE shall be responsible to reimburse the COUNTY for any costs incurred to complete the retaking of the Premises.

13.4 Final walk-through shall be conducted no later than two (2) business days prior to lease termination.

### **14. ANNUAL REPORTING**

On or before each anniversary of the Commencement Date, LESSEE shall send annual reports including information regarding programs and assistance offered, number of clients assisted and any fundraising efforts or other services ("Annual Reports"). The Annual Reports shall be sent to the attention of the Director and the Commissioner of the district of which the Premises resides. LESSEE may be required to present the Annual Report at a Board of County Commissioner hearing at the COUNTY's request.

### **15. LIENS**

LESSEE shall not permit or cause to permit any lien upon the Premises or Building. Any such lien shall be paid for by the LESSEE within thirty (30) days of notification. Any failure to cure by LESSEE shall constitute a breach under this Lease.

### **16. ACCESS**

COUNTY reserves the right to enter upon the Premises for the purposes of repairs, inspections, alterations, improvements etc. upon reasonable notice to the LESSEE but no less than twenty-four (24) hours except for in the case of an emergency or as otherwise agreed.



Lease Agreement Between Clark County and Vietnamese-American Community of Las Vegas

**17. NOTICES.**

All notices, approvals and demands allowed or required to be given under this Lease shall be in writing and deemed duly served or given if personally delivered or sent by certified or registered U.S. mail, postage prepaid and addressed as follows:

**To COUNTY:**

Clark County Real Property Management  
Attention: Director  
500 S. Grand Central Parkway, 4th Floor  
Las Vegas, NV 89155-1825

**To LESSEE:**

Vietnamese-American Community of Las Vegas  
Attn: Tuan A. Pham  
6431 W Sahara Ave, Suite 280  
Las Vegas, NV 89146

**18. WAIVER.**

COUNTY's failure to enforce or its delay in the enforcement of any provision hereof or any right hereunder shall not be construed as a waiver of such provision or right. LESSEE's exercise of any right hereunder shall not preclude or prejudice the exercise thereafter of the same or any other right. This Section 18 may not be waived.

**19. RELATIONSHIP OF PARTIES.**

Nothing contained in this Lease shall be deemed or construed by the Parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any other association between COUNTY and LESSEE. No provisions of this Lease, or any acts of the Parties hereto, shall be deemed to create any relationship between COUNTY and LESSEE other than as set forth in this Lease.

**20. REMEDIES CUMULATIVE.**

The various rights, options, elections, and remedies of COUNTY contained in this Lease shall be cumulative, and no one of them shall be construed as exclusive of any other, or of any right, priority or remedy allowed or provided by law and not expressly waived in this Lease.

**21. GOVERNING LAW.**

Lease Agreement Between Clark County and Vietnamese-American Community of Las Vegas

The laws of the State of Nevada shall govern the validity, construction, performance, and effect of this Lease.

**22. ENTIRE AGREEMENT.**

This Lease sets forth the entire understanding and agreement between the Parties hereto and supersedes all previous communications, negotiations, and agreements, whether oral or written, with respect to the subject matter hereof. No addition to or modification of this Lease shall be binding on either Party unless reduced to writing and duly executed by or on behalf of the Parties hereto. No representation or statement not expressly contained in this Lease or in any written, properly executed amendment to this Lease shall be binding upon COUNTY or LESSEE as a warranty or otherwise.

**23. ASSIGNMENT AND SUBLEASE.**

Any attempt by LESSEE to assign any rights or delegate any duties arising from this Lease or to sublease the Premises without the written consent of COUNTY shall be void.

**24. THIRD PARTY BENEFICIARY.**

This Lease is not intended to create any rights, powers, or interest in any third Party; and this Lease is entered into for the exclusive benefit of the undersigned Parties.

**25. NON-DISCRIMINATION.**

LESSEE shall not unlawfully discriminate against any person in the use of the Premises.

**[SIGNATURE PAGE TO FOLLOW]**

Lease Agreement Between Clark County and Vietnamese-American Community of Las Vegas

IN WITNESS WHEREOF, we have hereto set our hands this 11 day of August, 2023.

COUNTY:

LESSEE:

CLARK COUNTY

VIETNAMESE-AMERICAN  
COMMUNITY OF LAS VEGAS

By \_\_\_\_\_  
Lisa Kremer, Director  
Real Property Management

By Tuan Nam  
Name (Print) TUAN PHAM  
Title: Chairman - BOD

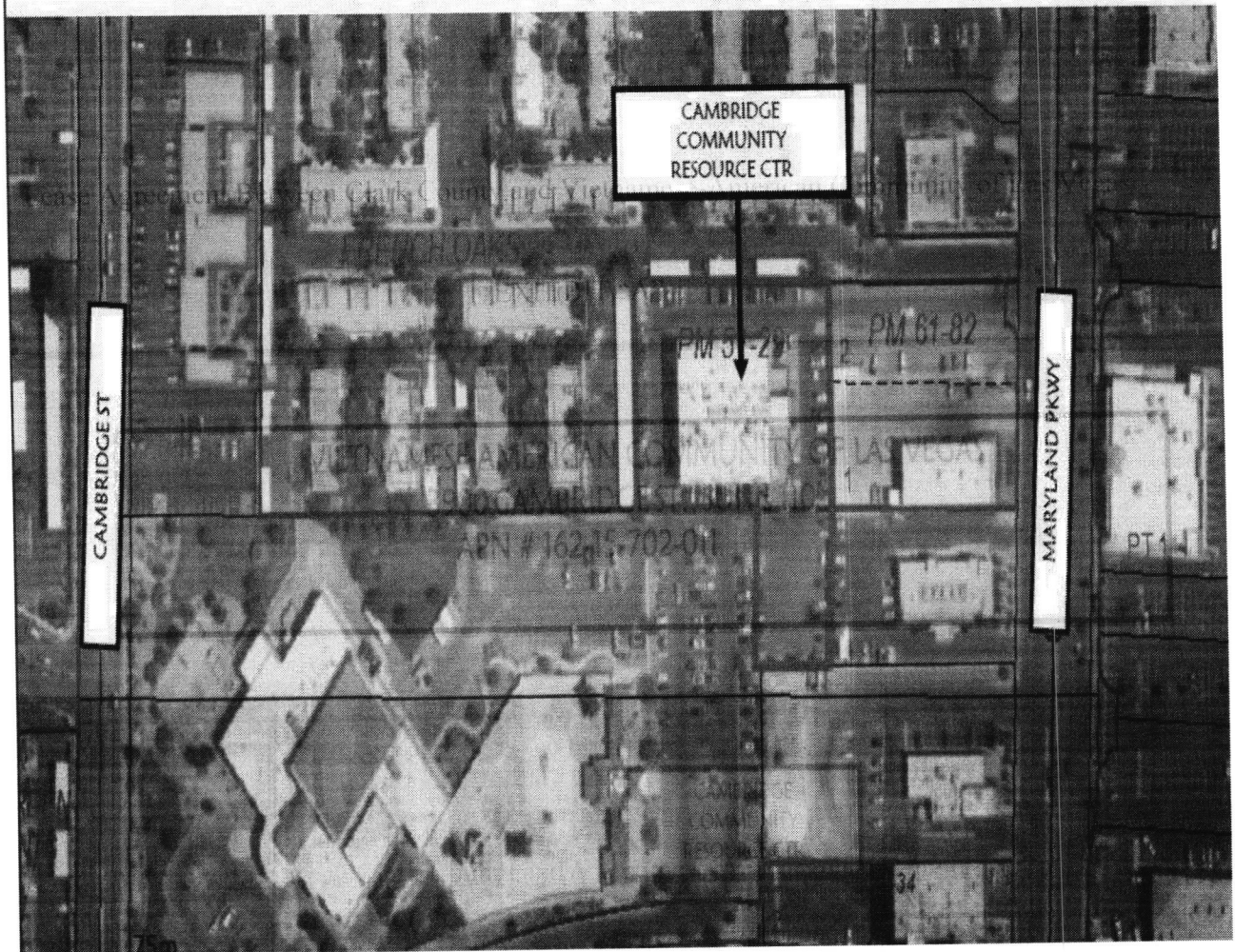
APPROVED AS TO FORM

By Nichole  
Nichole Kazimirovicz  
Deputy District Attorney

Lease Agreement Between Clark County and Vietnamese-American Community of Las Vegas

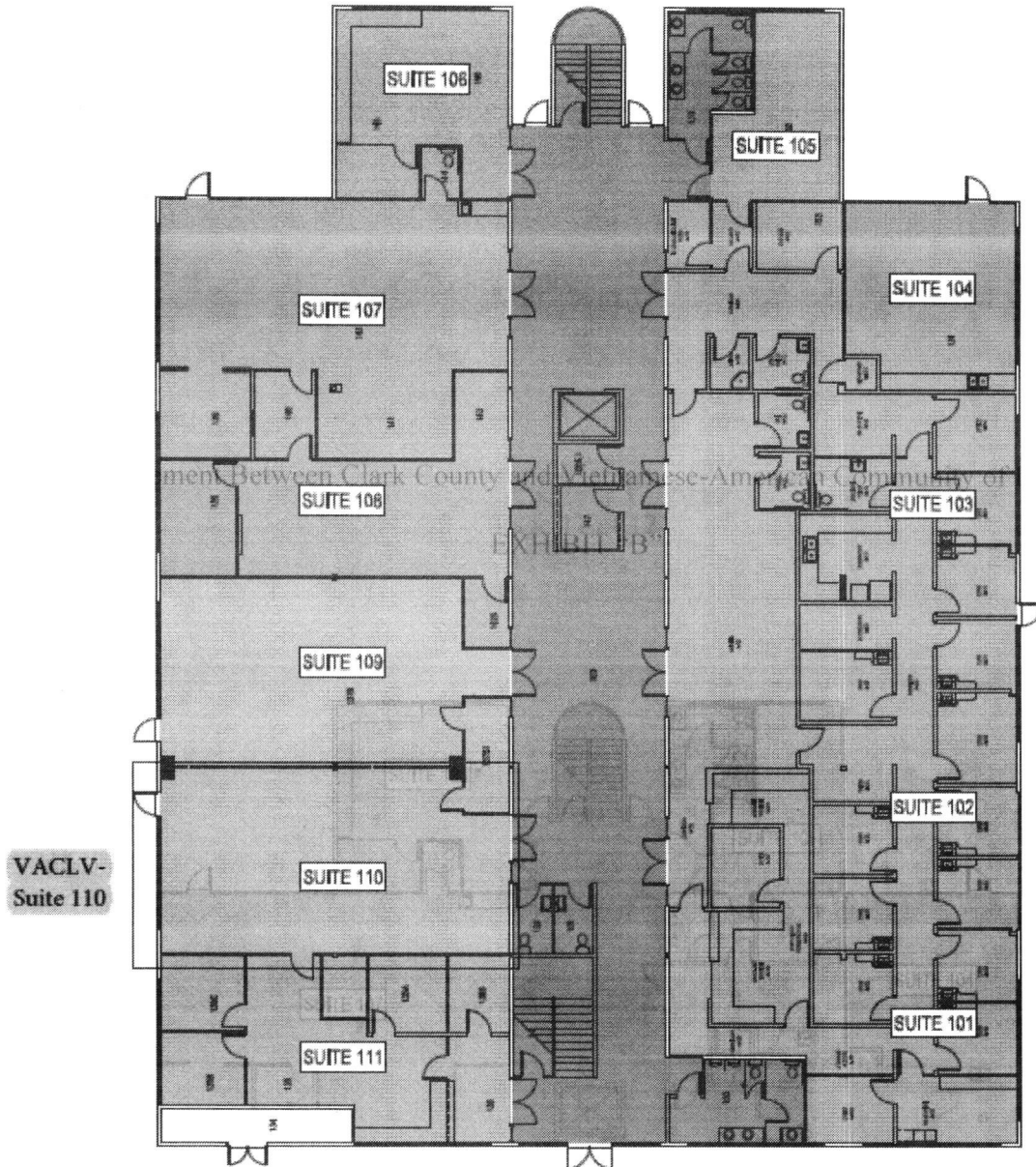
EXHIBIT "A"

Vietnamese-American Community of Las Vegas  
3900 Cambridge St., Suite 110  
APN # 162-15-702-011



Lease Agreement Between Clark County and Vietnamese-American Community of Las Vegas

EXHIBIT "B"



FIRST FLOOR PLAN