RESOLUTION APPROVING LEASE BETWEEN PUBLIC AGENCIES

WHEREAS, at its regular meeting held on October 7, 2025, the Clark County Board of Commissioners (Board) adopted a Resolution of Intent to Lease certain real property and more particularly described as 1555 S Casino Center Drive Laughlin, NV 89029 located on Assessor's Parcel Number 264-12-801-008 for teaching and learning opportunities for underserved youth in the Laughlin community.

WHEREAS, the Board resolved to lease the Property under NRS 277.050 which allows Clark County to lease real property to a governmental entity without advertising for public bids on such terms as authorized by the Board after holding a public hearing at which objections by the public may be heard.

WHEREAS, on October 7, 2025, the Board held a public hearing after publication of notice as required by NRS 277.050 and the Board considered any objections raised during the public hearing.

NOW THEREFORE, be it resolved that the Director of Real Property Management or his designee is directed to execute an Interlocal Lease Agreement with the Board of Regents of Nevada System of Higher Education on behalf of University of Nevada Cooperative Extension by and through its University of Nevada Cooperative Extension on the terms and conditions contained in the Resolution of Intent to Lease.

PASSED, ADOPTED AND APPROVED this 21st day of October, 2025.

ATTEST:	BOARD OF COUNTY COMMISSIONERS	
Lynn Marie Goya, County Clerk	Tick Segerblom, Chair	
APPROVED AS TO FORM:		

Nichole Kazimirovicz Deputy District Attorney

INTERLOCAL LEASE AGREEMENT BETWEEN CLARK COUNTY AND UNCE

THIS INTERLOCAL LEASE AGREEMENT ("Lease") is made and entered into this ______ day of _______, 2025 ("Effective Date"), by and between CLARK COUNTY, a political subdivision of the State of Nevada, (hereinafter referred to as "LESSOR" or "COUNTY"), and the BOARD OF REGENTS OF NEVADA SYSTEM OF HIGHER EDUCATION on behalf of UNIVERSITY OF NEVADA COOPERATIVE EXTENSION (hereinafter referred to as "LESSEE" or "UNCE"), individually a "Party" and collectively referred to as the "Parties".

RECITALS

WHEREAS, COUNTY is the owner of property with a commonly known address of 1555 S Casino Center Drive Laughlin, NV 89029 (hereinafter referred to as "Property") located on a portion of Assessor's Parcel Number 264-12-801-008, as depicted in Exhibit "A";

WHEREAS, the COUNTY may lease real property to another governmental entity pursuant to the authority of NRS 244.281(1)(e)(2) and 277.050 on terms authorized by the Board of County Commissioners ("Board") without conducting a public auction as otherwise required by NRS 244.283 if the real property is used for a public use and the Board adopts a resolution declaring its intent to lease it, describing the real property to be leased, specifying the lease terms, finding that the lease will be in the best interest of the county, and setting a time for a public hearing at which objections to the Lease may be made heard ("Resolution");

WHEREAS, the Parties entered into an Interlocal Lease Agreement on August 18, 2015 for +/- 203 square feet of space at 55 Civic Way Laughlin, NV 89029 Suites 126 & 127 ("CRC Space") within a facility known as the Laughlin Community Resource Center, as amended on May 7, 2019 (collectively the "CRC Lease");

WHEREAS, UNCE desires to relocate from the CRC Space to the Property and the Parties desire to enter into a new agreement for the lease of the Property;

WHEREAS, the Resolution adopted by the Board has been published as required by NRS 277.050; and

WHEREAS, it is deemed that the lease of real property hereinafter set forth for public benefit dedicated for office space is in the best interest of the county and its inhabitants; and

NOW, THEREFORE, in consideration of the aforesaid promises, the Parties mutually agree as follows:

1. DESCRIPTION OF PREMISES.

COUNTY owns the Property. **COUNTY** hereby leases to **LESSEE** the Property, which contains +/- 2,520 square feet, as shown on Exhibit "B" attached hereto and incorporated herein by reference (the "Premises").

2. TERM.

- 2.1 The initial term of this Lease shall commence on the Effective Date for a period of five (5) years.
- 2.2 In the event **COUNTY's** future development of the Premises affects **LESSEE's** use described herein as determined solely by **COUNTY**, **LESSEE** will relocate at its own expense, but not earlier than after the notice period specified below in Section 10 unless mutually agreed upon otherwise by the Parties in writing.

3. RENT.

3.1 **COUNTY** agrees to lease the Premises to **LESSEE** for a total amount of \$1.00 (One Dollar) for the entire Term.

4. USE OF THE PREMISES.

- 4.1 **LESSEE** shall use the Premises only to teach, instruct, program and connect with the underserved youth and families of Southern Clark County. No other use of the Premises shall be allowed unless prior written consent is obtained from the Director of Real Property Management (hereinafter referred to as "Director"), or their designee, at their sole discretion.
- 4.2 **LESSEE** shall observe and enforce all established rules and regulations of **COUNTY** in connection with **LESSEE**'S use of the Property and Premises. **LESSEE** shall not use or occupy the Property and Premises in violation of any law, covenant, condition, restriction, rule, or regulation or otherwise use or occupy the Property and Premises in a way which will negatively risk or affect the Property or Premises. Upon notice from **COUNTY**, **LESSEE** shall immediately discontinue any use of the Property and Premises which is declared by any governmental authority having jurisdiction to be a violation of a law, covenant, condition or restriction, rule, or regulation.

- 4.3 **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 Property and 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.
- 4.4 **LESSEE** shall not do or permit anything to be done in or about the Property and Premises which will in any way obstruct or interfere with the rights of other leases or occupants of the building, or injure or annoy them, or use or allow the Property and Premises to be used for any unlawful purposes.
- 4.5 **LESSEE** shall not cause, maintain, or permit any nuisance or waste in, on or about the Property and Premises.
- 4.6 **LESSEE** shall at all times meet the standards and guidelines established by the Clark County Health Department.

5. REPAIRS, MAINTENANCE AND ACCESS.

- 5.1 **LESSEE** shall maintain the Premises, including all improvements, fixtures and furnishings therein, in good order, condition and repair at all times during the Lease term, provided however, that, at **COUNTY'S** option, or if **LESSEE** fails to make such repairs, **COUNTY** may, but need not, make such repairs and replacements, and **LESSEE** shall pay **COUNTY'S** cost or expenses, including **COUNTY'S** overhead, arising from **COUNTY'S** involvement with such repairs and replacements forthwith upon being billed for same. **LESSEE** hereby waives and releases its right to make repairs at **COUNTY'S** expense.
- 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 Property and Premises, sidewalks, driveways, landscaping and parking lots, fixtures in common areas, and appurtenances furnished in common areas by COUNTY under this Lease, in good repair and tenantable condition. 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 maintain the Premises to COUNTY'S satisfaction gives COUNTY the right to terminate this Lease in accordance with Section 10.

- 5.3 **LESSEE** 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 including kitchen hood suppression systems.
- LESSEE shall also be responsible for any repairs which arise out of (a) LESSEE'S use or occupancy of the Property and 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 officers, agents, employees, or invitees. If LESSEE fails to repair any damage to the Premises within thirty (30) days of written notice, COUNTY may at its option terminate this Lease Agreement.
- 5.5 Upon the expiration or earlier termination of this Lease, LESSEE shall return the Premises to COUNTY in the same condition as on the date LESSEE took possession, except for normal and ordinary wear and tear. Any damage to the Premises, including any damage resulting from LESSEE'S use of the Property and Premises or resulting from the removal of LESSEE'S property from the Premises shall be repaired by LESSEE at its sole expense. If LESSEE fails to repair any damage to the Premises before vacating the Premises, LESSEE agrees to pay for such repairs performed by COUNTY or its contractor within thirty (30) days of receipt of COUNTY invoice.
- 5.6 **LESSEE** shall comply with all applicable Nevada laws, ordinances and rules of any public authority relating to its use and occupancy of the Property and Premises.

6. SERVICES AND UTILITIES.

- 6.1 **LESSEE** shall provide and pay for all utilities necessary for its use including water, sewer, gas, electricity, and normal trash removal.
- 6.2 **LESSEE** shall be responsible to pay for installation and charges for telephone and data. **LESSEE** shall be responsible for staffing the Premises and shall be responsible for any and all administrative and overhead cost associated with its operations on the Premises. **LESSEE** shall provide and pay the cost of all supplies and equipment required for its use of the Premises.

7. ALTERATIONS AND IMPROVEMENTS.

7.1 **LESSEE** shall have the right, at its expense, to make any non-structural improvements to the Premises, provided (a) **LESSEE** requests permission, in writing, to

make such improvements, and provided (b) Director, in their sole discretion, gives written approval of the requested non-structural improvements, and (c) all necessary permits and approvals have been obtained by **LESSEE**.

- 7.2 Upon the termination of this Lease, **LESSEE** shall have the right, at its sole expense, to remove any personal property or fixtures which **LESSEE** has installed or placed on the Premises. **LESSEE** shall completely repair, at its sole expense, any and all damage resulting from such removal as provided above in Section 5.
- 7.3 All fixtures or other improvements remaining upon relocation, expiration or termination of this Lease shall be deemed to be the property of **COUNTY**.
- 8. INDEMNIFICATION. Each Party shall remain liable for its own negligence in accordance with general law of the State of Nevada. In accordance with, and subject to, the limitations of NRS 41.0305 to NRS 41.039, inclusive, LESSEE shall indemnify LESSOR for all claims, causes of action and lawsuits which arise out of LESSEE's use of the property. LESSEE agrees to hold harmless, indemnify and defend LESSOR and 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 injury, death, damage, or loss to any person or property whatsoever, including employees and property of LESSOR, occurring in, on or about the Property or Premises, adjacent streets or sidewalks or any part thereof, due to the negligence, fault, act or omission of LESSEE, its agents, officers employees and invitees or due to the breach or default by LESSEE under this Lease.
- **9. INSURANCE. LESSEE**, at its expense, will maintain the following insurance coverage or the self-insured equivalent during the initial and any extended terms of this Lease and will name **COUNTY** as an additional insured:
 - 9.1 Workers compensation in accordance with Nevada law.
- 9.2 Commercial general liability with a combined single limit for bodily injury and property damage of not less than Two Million Dollars (\$2,000,000) per occurrence to protect the **COUNTY**, **LESSEE** and **LESSEE'S** contractors and agents against claims for bodily injury or death and damage to the property of others.
- 9.3 No deductible or self-insured retention may exceed ten thousand dollars (\$10,000).
- 9.4 During the term of this Lease the **LESSEE** shall provide fire and extended coverage insurance for \$150,000 for the Premises.

- 10. TERMINATION. For any reason other than breach of this Lease as provided for in Section 10 herein, either Party, may terminate this Lease upon sixty (60) days written notice to the other Party.
- 11. BREACH. In the event of LESSEE's default or breach of this Lease, COUNTY shall give LESSEE written notice of the breach, LESSEE shall have thirty (30) days after receipt of said Notice of Breach to cure the breach or vacate the Premises. LESSEE'S failure to cure the breach or vacate the Premises within such thirty (30) day period, gives COUNTY the right to immediately retake possession of the Premises in compliance with Nevada law.
- 12. 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 Department of Real Property Management Attention: Director of Real Property Management 500 S. Grand Central Parkway, 4th Floor Las Vegas, NV 89155

To LESSEE:

University of Nevada Cooperative Extension Southern Clark-County Laughlin Eric Killian. Director 8050 Paradise Road, Suite 100Las Vegas, NV 89123

13. WAIVER. COUNTY'S failure to enforce or delay in the enforcement of any provision hereof or enforcement of 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 Paragraph 13 may not be waived.

14. MISCELLANEOUS.

- 14.1 <u>Relationship of Parties</u>. 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 **LESSOR** and **LESSEE**. No provisions of this Lease, nor any acts of the Parties hereto, shall be deemed to create any relationship between **LESSOR** and **LESSEE** other than as set forth in this Lease.
- 14.2 <u>Remedies Cumulative</u>. The various rights, options, elections, and remedies of **LESSOR** 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.
- 14.3 <u>Governing Law</u>. The laws of the State of Nevada shall govern the validity, construction, performance, and effect of this Lease.
- 14.4 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 LESSOR or LESSEE as a warranty or otherwise.
- 14.5 <u>Assignment and Sublease</u>. Any attempt by **LESSEE** to assign any rights, delegate any duties arising from this Lease, or to sublease the Premises without the written consent of **LESSOR** shall be void.
- 14.6 <u>Third Party Beneficiary</u>. 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.
- 14.7 <u>Non-discrimination</u>. **LESSEE** shall not unlawfully discriminate against any person in the use of the Premises.
- 15. TERMINATION OF PERMIT. This section is intended to clarify the CRC Lease shall terminate and be of no further effect upon LESSEE vacating the CRC space and occupying the Premises. All terms and conditions of the CRC Lease shall remain in

effect until such termination and vacation of the CRC Space shall be conducted in accordance with the terms of the CRC Lease.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, we have executed this Lease the day and year first written above.

CLARK COUNTY

BOARD OF REGENTS OF NEVADA SYSTEM OF HIGHER EDUCATION OBO UNIVERSITY OF NEVADA COOPERATIVE EXTENSION

By ____

Shauna Bradley, Director Real Property Management Matt McNair

Chancellor, Nevada System of Higher

Education

APPROVED AS TO FORM:

Nichole Kazimirovicz

Deputy District Attorney

EXHIBIT "A"

1555 E CASINO DRIVE LAUGHLIN, NV ON A PORTION OF APN 264-12-801-008

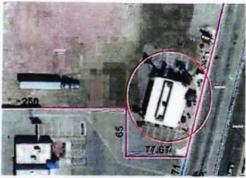
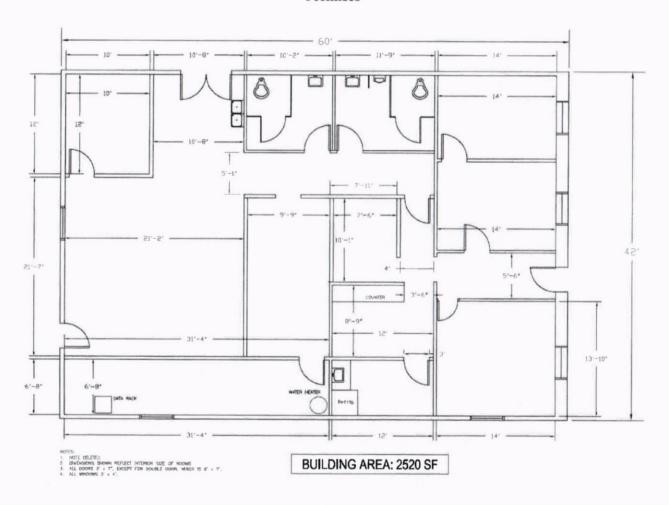




EXHIBIT "B" Premises



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