

Amendment V to the Interlocal Lease Agreement
Between City of Henderson and Clark County

**AMENDMENT V
INTERLOCAL LEASE AGREEMENT
Henderson Justice Court and Constable's Office Space**

THIS AMENDMENT V TO THE INTERLOCAL LEASE AGREEMENT – HENDERSON JUSTICE COURT AND CONSTABLE'S OFFICE SPACE ("Amendment") dated this ____ day of _____, 2021, is made by and between Clark County, a political subdivision of the State of Nevada ("County"), and the City of Henderson, a municipal corporation and political subdivision of the State of Nevada ("City") City and County are collectively referred to herein as the "Parties" and individually as a "Party."

WHEREAS, the Parties entered into that certain Interlocal Lease Agreement – Henderson Justice Court and Constable's Office Space dated November 15, 2005, as amended by Amendment I dated October 2, 2007, and further amended by Amendment II dated October 19, 2010, and further amended by Amendment III dated May 1, 2012, and further amended by Amendment IV dated June 21, 2016 (collectively, as amended, the "Lease") for the lease of office and courtroom spaces at the Henderson Detention Center and Justice Facility generally located at 243 Water Street, Henderson, NV 89015 ("Justice Facility"); and

WHEREAS, the Parties now desire to amend the Lease to accommodate remodeling one of the existing courtrooms; and

WHEREAS, capitalized terms used herein and not otherwise defined have the respective meanings given them in the Lease.

NOW THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the sufficiency and receipt of which are herby acknowledged, County and City agree that the foregoing recitals are true and correct and incorporated herein, and also agree to the following terms and conditions set forth herein as follows:

1. The City shall remodel those portions of the Premises identified as "(A228)" depicted in Exhibit A attached hereto and made a part hereof, according to a mutually agreed upon Space Plan and the Preliminary Construction Estimate attached hereto as Exhibit B, also incorporated herein by reference, at a cost not to exceed Five Hundred Thousand Dollars (\$500,000) ("Tenant Improvement Costs"). The County shall participate in the architectural, space planning, and design process. The City shall provide the County, for its approval, a tenant improvements space plan (the "TI Plan") within fifteen (15) business days from the day this Amendment is fully executed. County shall approve such plan within fifteen (15) business days of receipt of the TI Plan from City (the "County Approval Date"). Should County's approval be delayed past the County Approval Date, the

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Completion Date (defined below) shall be correspondingly delayed. Any change to the total Tenant Improvement Costs requires the written approval of both Parties.

2. Within thirty (30) calendar days after this Amendment is fully executed, the County shall deliver to the City payment by check or wire transfer in the amount of Five Hundred Thousand Dollars (\$500,000) (the "Remodel Payment"). Within forty-five (45) calendar days of completion and acceptance by the County of the improvements described in Exhibits A and B, the City will deliver to the County a final invoice setting forth the Tenant Improvement Costs in reasonable detail and will reimburse any remaining balance of the Remodel Payment, if any.
3. Provided that City receives the Remodel Payment by the date described above, and subject to any delay past the County Approval Date, the (A228) remodel project will be completed by the City on or before April 30, 2022 (the "Completion Date").
4. All references in the Lease to "the Agreement" or "the Lease" shall be deemed to refer to the Lease, as amended by this Amendment.
5. Except as expressly amended by this Amendment, the Lease shall remain in full force and effect.
6. Time is of the essence as to each and every provision in this Amendment.

[Signature page immediately follows.]

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Approved and Authorized by:

CITY OF HENDERSON:

CLARK COUNTY:

By: _____
Richard A. Derrick
City Manager/CEO

By: _____
Lisa Kremer, Director
Clark County Real Property Management

Date of City Council Approval:

Date: _____

ATTEST:

Approved as to form:
Steven B. Wolfson
District Attorney

Lisa M. Corrado, AICP
Signature
Interim City Clerk

Mary-Anne Miller, County Counsel

Date: _____ 4/29/24

Approved as to form:

Nicholas G. Vazkov CAO
City Attorney

Approved as to funding:

Jim McIntosh
Chief Financial Officer

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EXHIBIT A

Depiction of Premises to be Remodeled

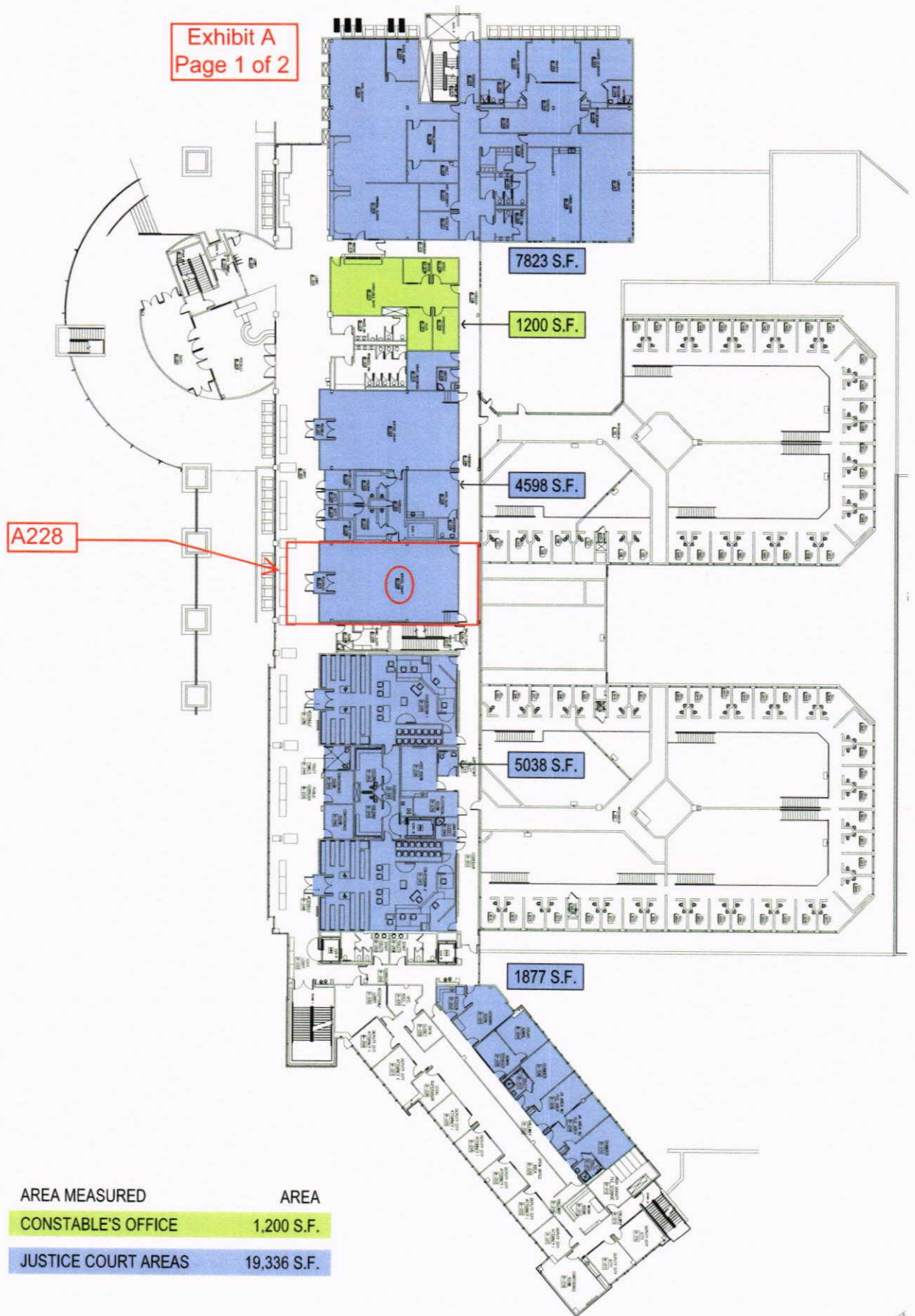
(see attached)

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EXHIBIT B

Space Plan and the Preliminary Construction Estimate

(see attached)



JUSTICE COURT FACILITY

HENDERSON JUSTICE CENTER, SECOND FLOOR

NOT TO SCALE
1/28/2019

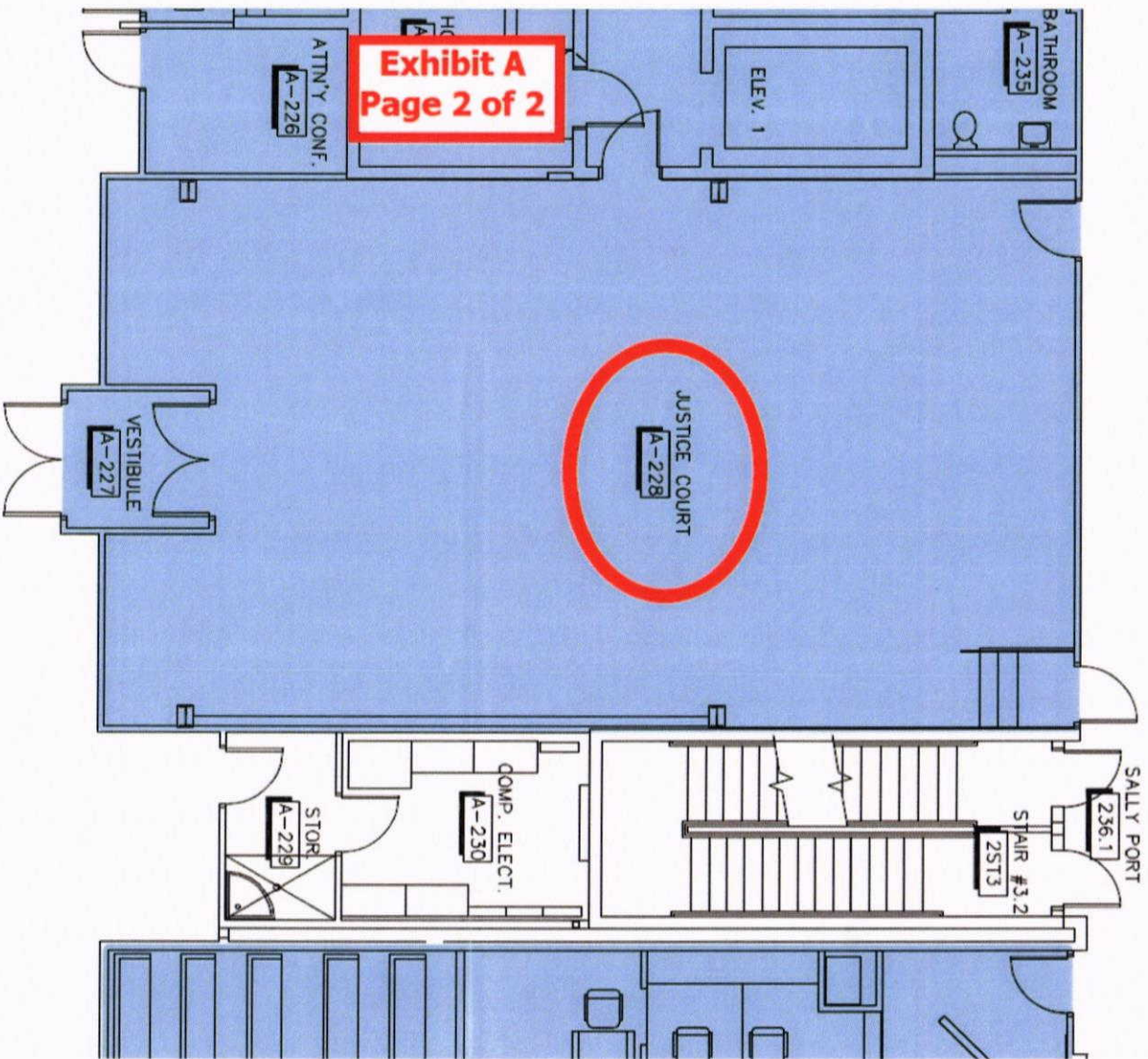
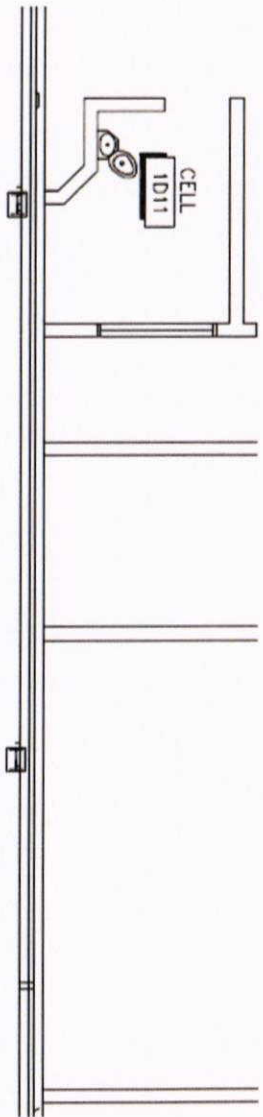
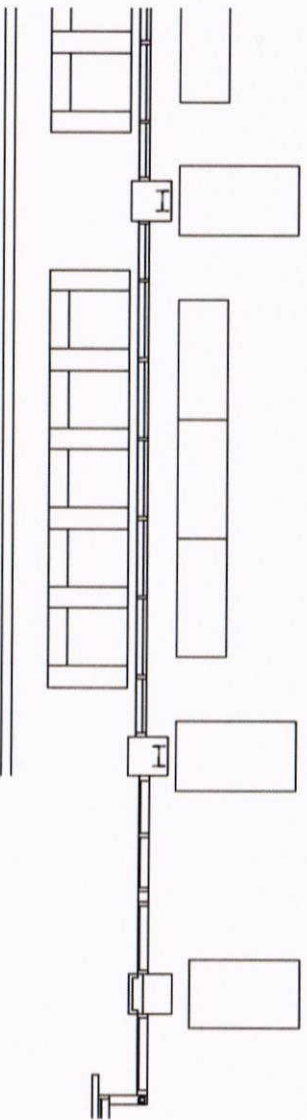


Exhibit A
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Estimated Project Budget Breakdown

PUBLIC WORKS DEPARTMENT DESIGN & CONSTRUCTION



Date: 12/14/2020

Proj. #:

CIP #:

PWP #:

Project Name: Judge Bateman Court Room Remodel

General Description: Remodel of existing court room leased by Clark County to match updated court rooms, to include new judge's bench, jury box, spectator seating, ceiling, flooring, lighting, electrical and finishes - AV/IT upgrades are not included in this effort, County will complete these items separately.

1- Construction Costs:				Account Numbers
A.	Base Construction (today's dollar value):	\$230 per sf X 1,515 sf	\$348,450	
B.	Escalation Factor - 12 Month Delay (varies per market trends):	%	\$0	
C.	Escalation Factor - 24 Month Delay (varies per market trends):	%	\$0	
D.	Escalation Factor - 36 Month Delay (varies per market trends):	0.0 %	\$0	
E.	Escalation Factor - 48 Month Delay (varies per market trends):	0.0 %	\$0	
F.	Escalation Factor - 60 Month Delay (varies per market trends):	0.0 %	\$0	
Sub-Total Cost of Construction (w/o LEED):			\$348,450	-701014
G.	LEED Certification Bldg Upgrades (1.25% of Sub-total cost of constr):	1.25 %	\$0	
Sub-Total Cost of Construction (w/ LEED):			\$348,450	-701014
H.	Bid Climate Increase (1-3 bidders; add 10%) (delete if not applicable):	10.0 %	\$34,845	
Estimated Total Cost of Construction:			\$383,295	-701014
2- Professional Services:				
A.	Architectural/Engineering Design/Bid/CA Fees (8.0% of Total Cost of Constr - varies per size/complexity):		\$41,230	-601012
B.	Architectural Pre-Design & Programming Fees (0.75% of Base Construction Cost):		\$0	-601012
C.	3rd Party Special Inspections - Material Testing Prof Services (varies - 1.75% of Total Cost of Constr):		\$0	-601012
D.	Geotechnical / Soil Investigation Services (varies - 1.5% of Total Cost of Constr):		\$0	-601012
E.	Site Boundary-Topo-Survey Prof Services (varies - 1.25% of Total Cost of Constr):		\$0	-601012
F.	AV Consultant (%0.5 of Total Cost of Constr - varies per project):		\$0	-601012
G.	Security Systems Consultant (%0.5 of Total Cost of Constr - varies per project):		\$0	-601012
H.	Design Contingency (4.0% of A/E Design Fee Totals):		\$1,649	-601012
I.	Cost Estimate Consultant (1% of Total Cost of Constr - varies per size/complexity):		\$0	-601012
J.	Biddability & Constructability Review (1.25% of Total Cost of Constr - varies per size/complexity):		\$0	-601012
K.	Professional Service Reimbursables (varies - 4% of A/E & all Professional Services fees):		\$1,715	-601012
L.	3rd Party CM / QC / Inspections (4.0% of Total Cost of Constr-if needed, varies per size/complexity):		\$0	-601012
M.	LEED Certification Design & Submission Fees (0.8% of Total Cost of Constr):		\$0	-601012
Estimated Total for Professional Services:			\$44,594	
3- Special Construction Costs:				
A.	Project Contingency (10.0% of Total Cost of Constr - varies per size/complexity):		\$38,330	-601411
B.	AV Equipment & Installation Allowance (varies per project type)		\$0	-701003
C.	Security Systems Allowance (varies per proj complexity):		\$0	-601430
D.	IT Mainframe, Hardware, & Network Tie-in (varies per proj complexity - IT input):		\$0	-701004
E.	Telephone / Data Wiring & Cable TV (varies per proj complexity - IT input):		\$0	-701004
F.	Elevator MIU & Telephone System to Dispatch (only if multi-story project):		\$0	-701004
G.	FF&E Allowance (\$35 per sf - varies per project type):	\$35 per sf X sf	\$0	-701003
Estimated Total for Special Construction:			\$38,330	
4- Miscellaneous:				
A.	In-House CM/Eng, Administer Prevailing Wages, Material Testing (4.0% of Total Cost of Constr - varies):		\$26,000	-601003
B.	CoH Design Review & B&FS Permits / Insect Fees (2.25%-3% of Total Cost of Constr - varies): 1%		\$3,833	-601418
C.	Water & Sewer Connection & Meter Size Fees (1.5%-3% of Total Cost of Constr - varies per size & #):		\$0	-601418
D.	NV Energy Fees (1% of Total Cost of Constr - varies):		\$0	-601418
E.	Clark County Health Dept Fee (0.05% of Total Cost of Constr - if applicable):		\$0	-601418
F.	Building Commissioning (if required):	\$2 per sf X sf	\$0	-601007
G.	City Merchandise - Packing / Moving (varies - if needed from existing properties):		\$0	-601432
H.	Miscellaneous charges (varies - lump sum):		\$0	-601432
I.	Retention Interest - project cost x 5% x # of years to build x rate (currently 1.75%):		\$503	-701016
J.	Post Construction Fees & Costs (1.0% of Total Cost of Constr):		\$0	-701019
K.	1st Year Property Insurance (0.1% of Total Cost of Constr):		\$0	-601099
L.	Bond Council Fees (if applicable):		\$0	-601005
Estimated Total for Miscellaneous:			\$30,336	

TOTAL ESTIMATED PROJECT COSTS: \$496,555

Available Funding:	
Estimated Annual Operation and Maintenance Costs:	
Electrical:	\$0
Water/Sewer:	\$0
Gas:	\$0
Custodial:	\$0
Supplies:	\$0
Major Maintenance:	\$0
Total:	\$0

Henderson Justice Court
243 Water Street, Henderson, NV 89015
APN 179-18-710-242

