DISCLOSURE OF OWNERSHIP/PRINCIPALS

Sole Proprietorship	Partnership	Comp	mited Liability	Corpora	ation	Trust	Non-Profit		Пон	
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Number of Cla	rk County N	Nevada	Residents	Employe	ed:			251		
Corporate/Business	Falls 11	Novae	le Health O							
(Include d.b.a., if ap		ivevad	la Health Ce	inters, Inc.						
Street Address:	plicable)	3325 6	Possorah Mis	0 15						
			Research Wa			We	bsite: nevadahealth	centers	.org	
City, State and Zip (Code:					POC Name: Stacey Giomi Email: sgiomi@nvhealthcenters.org				
Telephone No:		775-88	775-888-6661 Fax No: 7			No: 775-888-4973				
Nevada Local Street (If different from abo							bsite:			
City, State and Zip (Code:					1.				
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DISCLOSURE OF RELATIONSHIP

List any disclosures below: (Mark N/A, if not applicable.)

Print Name

Authorized Department Representative

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse Registered Domestic Partners Children Parents In-laws (first degree)
- Brothers/Sisters Half-Brothers/Half-Sisters Grandchildren Grandparents In-laws (second degree)

For County Use Only:
If any Disclosure of Relationship is noted above, please complete the following:
Yes No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?
Yes No Is the County employee(s) noted above involved in any way with the business in performance of the contract?
Notes/Comments: Auto B. Oaco Signature
Walter B. Davis, President/CEO 07/06/2020

2

^{*} County employee means Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District.

[&]quot;Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

LEASE AGREEMENT BETWEEN CLARK COUNTY AND NEVADA HEALTH CENTERS

THIS LEASE AGREEMENT ("Lease") is made and entered into this _____ day of _____, 2024 by and between CLARK COUNTY, a political subdivision of the State of Nevada ("LESSOR" or "COUNTY") and Nevada Health Centers, Inc, a non-profit corporation qualified to do business in Nevada ("LESSEE") (Individually a "Party" and collectively the "Parties").

WHEREAS, the Parties entered into a Lease Agreement dated May 19, 2015 (the "Original Lease") to occupy +/- 8,448 (remeasured to 8,365) square feet of office space located at 3900 Cambridge Street, Suites 101-105 & 202 Las Vegas, NV 89119 that is due to expire on May 18, 2024; and

WHEREAS, LESSEE intends to continue leasing the premises described in Section 1 below for the operation of its women, infant and children medical clinic ('WIC") to assist Clark County better service underserved patients and families; and

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, 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 +/- 8,365 square feet of space at the Cambridge Community Center, Suites 101-105 & 201 ("Premises"), as shown on Exhibit "A" attached hereto and made a part hereof, located at 3900 Cambridge Street, Las Vegas, Nevada 89119 ("Building").

2. TERM.

2.1 The term of this Lease is five (5) years commencing on May 19, 2024 ("Commencement Date"), and expiring on May 18, 2029 ("Expiration Date"), with the option to extend for five (5) additional one (1) year periods to be exercised by giving formal written notice to

COUNTY at least sixty (60) days before the Expiration Date of the prior term and receiving approval and written concurrence from the COUNTY to 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").
- A.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 which is July 1st to June 30th each year ("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 Lessee'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: nutritional education, counseling, social service, referrals, providing medical services and supplemental nutritious foods to pregnant women (up to six weeks after birth or after pregnancy ends), breastfeeding postpartum women (up to six months after birth of an infant or after pregnancy ends), infants (up to first birthday) and children up to the fifth birthday. 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 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 Monday-Friday from 7:00 AM to 4 PM. 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. The modular furniture (fourteen (14) modular cubicle desk set ups, and reception cubicle desk setup) ("Modular Furniture") existing in Suite 202 shall remain in the suite for the use of the LESSEE during leased term.
- 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 or specialty fire suppression systems.
- 6.4 Any necessary repairs to the structure or building systems (mechanical, plumbing, roofing, electrical and low voltage systems) in the Premises will be made by COUNTY at COUNTY's expense, subject to the Fund Out Clause, if such repairs are not due to the fault or negligence of LESSEE as provided in Subsection 6.5 below.

- 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, 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) day 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 provi	de, at no addi	itional cost to	LESSEE, th	ne following
utilities and services:					
Electricity_X Bas Phone Internet_ Exterior Landscaping_	Interior Pest C	ontrol		Control	
7.1(b) utilities described in se	LESSEE shallection 7.1(a).	or shall not_	X pay for the	heir pro-rata	share of the

and equipment, and employees required for its use of the Premises.

7.2 LESSEE shall provide and pay for the following utilities and cost of all supplies

Electricity Basic Trash Service Sewer Gas Water Phone X Internet X Interior Pest Control X Exterior Pest Control Exterior Landscaping Premises Janitorial X Alarm Monitoring X 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.
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.
10. INSURANCE.
LESSEE will maintain the following insurance coverage during the initial and any extended terms of this Lease 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 and list the COUNTY as additional insured:

- 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 for damages to Premises with extended coverage with policy limits of Five Hundred Thousand Dollars (\$500,000). COUNTY shall not be liable for injury or damages to the Lessee's property or fixtures caused 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 LESSEE shall provide and maintain, or provide evidence of, professional liability (malpractice) insurance for all medical service providers working or volunteering on the Premises against any claim for damages arising out of any injury or death resulting from any medical services performed. Such insurance policies shall provide coverage with policy limits of at least One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) in the aggregate per year.
- 10.6 Before a contractor commences any work, LESSEE shall require the contractor to obtain and maintain throughout the term of the construction contract, bonds and insurance coverage 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 been cured, COUNTY shall have the right to terminate this Lease immediately and retake possession

	have hereto set our hands this day of
COUNTY:	LESSEE:
CLARK COUNTY	NEVADA HEALTH CENTERS, INC
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By Manual	By States A. Dies
Shauna Bradley, Acting Director Real Property Management	Name (Print) Walter B. Davis Title: CEO
APPROVED AS TO FORM	
1.11	
By	
Nichole Kazimirovicz	
Deputy District Attorney	

21. GOVERNING LAW.

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.

26. EXISTING WIRELESS EQUIPMENT.

COUNTY acknowledges that LESSEE has certain microwave line-of-sight wireless business internet cellular backup systems supplied by TelePacific Communications consisting of conduits, cables, computer, and antennas ("Wireless Equipment") that was previously authorized under a Revocable Permit between COUNTY and LESSEE dated December 5, 2019 ("Revocable Permit"). By way of this Section, LESSEE shall continue during the term of this Lease to have the right to operate, maintain, repair and remove the Wireless Equipment subject to all of the terms and conditions of the Revocable Permit.

[SIGNATURE PAGE TO FOLLOW]

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:

Nevada Health Centers, Inc Attn: Chief Executive Officer 3325 Research Way Carson City, NV 89706

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.

Lease Agreement Between Clark County and Nevada Health Centers, Inc 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 January 1st and annually thereafter, 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.

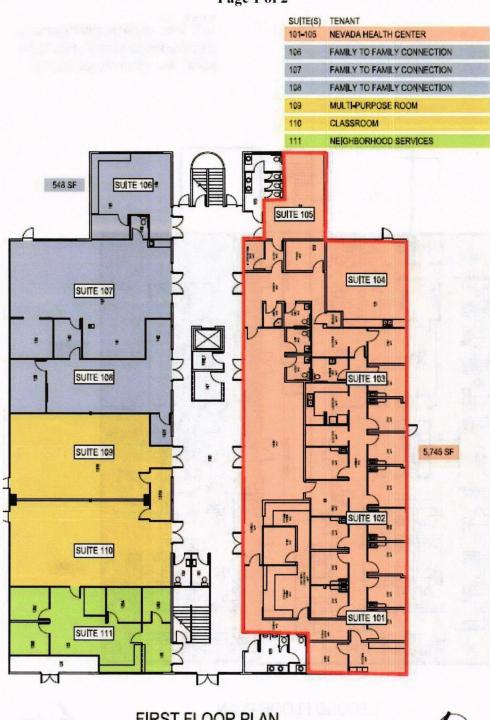
15. LIENS

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.

EXHIBIT A Page 1 of 2



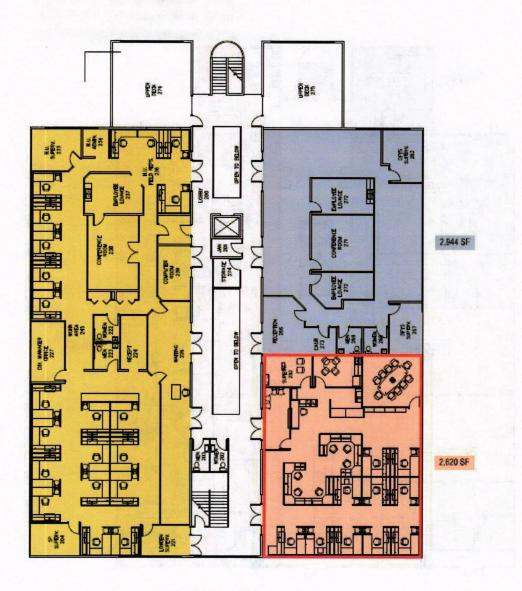
FIRST FLOOR PLAN

3900 CAMBRIDGE ST, LAS VEGAS 89119



EXHIBIT A
Page 2 of 2

	SUITE(S)	TENANT
	202	WIC CLINIC - NEVADA HEALTH CENTER
	203	DFS PARENTING PROJECT
	206-210	NEVADA STATE WELFARE



SECOND FLOOR PLAN

3900 CAMBRIDGE ST, LAS VEGAS 89119



NEVADA HEALTH CENTERS WIC CLINIC 3900 CAMBRIDGE ST., SUITES 101, 102, 103, 104, 105 & 202 Assessor's Parcel Number 162-15-702-011

