

**RESOLUTION OF INTENT TO LEASE CLARK COUNTY-OWNED REAL
PROPERTY**

**1850 & 1900 E Flamingo Rd Las Vegas, NV 89119
Assessor's Parcel Number 162-14-802-003**

WHEREAS, County of Clark, a political subdivision of the State of Nevada ("County"), is the owner of Assessor's Parcel Number 162-14-802-003 addressed as 1850 & 1900 E Flamingo Rd Las Vegas, NV 89119 ("Property"); and

WHEREAS, the Clark County Board of Commissioners ("Board") finds it desirable to lease the +/- 9,64 sf of office space including +/- 8,050 sf of usable space in the Property ("Premises") to the State of Nevada on behalf of the Division of Welfare & Supportive Services ("DWSS"), as shown on the attached Exhibit "A-1" & "A-2"; and

WHEREAS, pursuant to NRS 277.050, County may 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.

NOW THEREFORE, be it resolved by the Board that:

1. The Board has determined that it will be in the best interest of the County and the Clark County residents to lease the Premises to DWSS for the monthly charge of \$2,400.
2. The lease term shall commence retroactively on July 1, 2023 and terminate on June 30, 2028 with two (2) five (5) year options to renew.
3. County pays for all repairs, maintenance, utilities and services with the exception of telephone & internet.
4. The proposed lease is available for review at the Department of Real Property Management, Clark County Government Center, 500 S. Grand Central Parkway, 4th Floor, Las Vegas, Nevada, or on Clark County's website at https://www.clarkcountynv.gov/government/departments/real_property_management/public_hearings.php
5. Any objections to the lease shall be heard on August 15, 2025 at 10:00 a.m. in the Commission Chambers at the Clark County Government Center, 500 S. Grand Central Parkway, Las Vegas, Nevada, during the regular Commission Meeting.

PASSED, ADOPTED AND APPROVED this 15th day of July, 2025.

[SIGNATURE PAGE TO FOLLOW]

ATTEST:

CLARK COUNTY, NEVADA
BOARD OF COUNTY COMMISSIONERS

Lynn Marie Goya, County Clerk

Tick Segerblom, Chair

APPROVED AS TO FORM:



Nichole Kazimirovich
Deputy District Attorney

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), prepared this 19th day of March 2024, by and between CLARK COUNTY, hereinafter referred to as LESSOR, and STATE OF NEVADA, DEPARTMENT OF ADMINISTRATION, PUBLIC WORKS DIVISION, BUILDINGS AND GROUNDS, hereinafter referred to as LESSEE, for and on behalf of DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF WELFARE AND SUPPORTIVE SERVICES, hereinafter referred to as TENANT (hereinafter individually a "Party" and collectively known as the "Parties").

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, LESSOR does by these presents Lease unto LESSEE the following described property:

+/- 9,614 reimbursable square feet of space which includes +/- 8,050 usable square feet of office space and the TENANTS proportionate share of common area calculated at +/- 1,564 square feet (the "Premises") located at 1850 and 1900 East Flamingo Road, Las Vegas, Nevada 89119. Refer to **EXHIBITS "A-1 & A-2"**, attached hereto and incorporated herein.

1. TERM OF LEASE.

Subject to Section 33 below, LESSOR hereby leases unto LESSEE and LESSEE agrees to lease from LESSOR, property as described above, effective upon approval of the Nevada Board of Examiners, retroactively commencing July 1, 2023 ("Commencement Date") and



terminating on June 30, 2028 ("Expiration Date") or as may be extended subject to Section 18.

1.1 Lack of Funding. Absent legitimate reason, action, or mandate on the part of the Executive Branch of the State of Nevada, the Nevada State Legislature and/or the Federal Government affecting TENANT'S funding or ability to satisfy its payment obligation TENANT agrees that during the term of this Lease it will in good faith include in its agency budget request, pursuant to Nevada Revised Statutes ("NRS") Chapter 353, authorization to receive and expend state and/or federal dollars sufficient to meet TENANT'S obligations under this Lease. However, 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 legitimate reason, action, or mandate on the part of the Executive Branch of the State of Nevada, the Nevada State Legislature and/or the Federal Government limits, restricts, or impairs TENANT'S funding or ability to satisfy its payment obligation. TENANT shall pay the fees for the month in which such occurrence and termination takes place and shall have no other payment obligation to LESSOR thereafter under this Lease or for the Premises. LESSOR shall retain its other remedies which are provided in the Lease, but LESSOR shall have no rights to collect any further fees from TENANT. Proof by TENANT of a diminution in funding which was intended to be used as all or part of the funding for the payment under this Lease shall be sufficient if copies of



supporting state or federal documents are furnished to LESSOR or if the Executive Director of TENANT provides an affidavit that such funding or other limiting eventuality has occurred.

1.2 Federal Funding. In the event, federal funds are used for payment of all or part of the fees due under this Lease:

a) LESSOR certifies, by signing this Lease, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations.

b) LESSOR and its principals shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

c) For leases in excess of \$150,000 annually, LESSOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-



1387). To the extent this provision is applicable, LESSOR agrees to report all violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency ("EPA").

d) 45 CFR Public Welfare, Department of Health and Human Services. Federal Agency Regulations for Grants and Agreements, the STATE AGENCY, shall hold the SUBRECIPIENT to the provisions established by the DEPARTMENT which govern the funds and program.

e) For all leases exceeding \$100,000 annually, LESSOR certifies, by signing this Lease that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352 (Byrd Anti-Lobbying Amendment). LESSOR must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Disclosures will be forwarded to the appropriate agencies.

2. COMPLIANCE WITH THE LAW.

LESSOR shall promptly execute and comply with all statutes, rules, orders, building codes, fire codes (including but not limited to required fire extinguishers), ordinances, requirements, and regulations of the City, County, State, and Federal governments, including OSHA, the Americans with Disabilities Act of 1990 (P.L. 101-136), (42 USC Section 12101 through 12213 and 47



USC Sections 225), as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations, and underlying regulations and rules applicable to the Premises. Nothing herein contained shall be construed to restrict the LESSOR from contesting the validity of any such regulations, rule, or ordinance

3. AUTHORITY.

LESSOR and TENANT understand that per NRS 331.110 the Administrator of the State Public Works Division is responsible for leasing and equipping office space for TENANT under this Lease. At no time shall LESSOR or their agents and TENANT enter into negotiations between themselves for Lease terms, conditions or modifications (State Administrative Manual, 1020.0). Only LESSEE, as deemed in the best interest of the State, has the sole authority to select and utilize a real estate agent to represent the State in a lease, or to negotiate terms and conditions related to leased space.

4. CFR 45 FEES.

TENANT agrees to pay to LESSOR as and for said Premises its proportionate share of depreciation to the sum of:

4.1 A monthly amount of TWO THOUSAND FOUR HUNDRED DOLLARS (\$2,400.00), from July 1, 2023 through June 30, 2024; and

4.2 A monthly amount of TWO THOUSAND FOUR HUNDRED DOLLARS (\$2,400.00), from July 1, 2024 through June 30, 2025; and



4.3 A monthly amount of TWO THOUSAND FOUR HUNDRED DOLLARS (\$2,400.00), from July 1, 2025 through June 30, 2026; and

4.4 A monthly amount of TWO THOUSAND FOUR HUNDRED DOLLARS (\$2,400.00), from July 1, 2026 through June 30, 2027; and

4.5 A monthly amount of TWO THOUSAND FOUR HUNDRED DOLLARS (\$2,400.00), from July 1, 2027 through June 30, 2028.

4.6 Fees shall be payable without notice, invoice, or demand, semi-annually in advance without offset or deduction except as provided for elsewhere in the Lease on the first day of each quarter to LESSOR. Due to the retroactive nature of this Lease, TENANT shall pay to LESSOR a lump sum payment for the amounts due and unpaid from the Commencement Date to the signing of this Lease upon ratification of this Lease. No payment is contemplated for the Tenant occupation from March 1, 2020 to June 30, 2023.

5. PROPERTY TAXES AND OPERATING EXPENSES.

It is understood and agreed between the Parties that the fees described in Section Four above, shall compensate LESSOR for TENANT'S pro rata share of any and all operating expenses attributable to the building complex, the building, or the Premises. There shall be no direct pass through of property tax or any type of operating expense to TENANT or LESSEE.

6. UTILITIES AND SERVICES.

6.1 Utilities and Services Provided by LESSOR. Unless specified to the contrary in Section 6.3 below, LESSOR shall



provide and pay for to the Premises and common areas with the following utilities and services:

a) UTILITIES. Gas, electricity, sewer, and water (hot and cold to be sufficient for drinking, lavatory, toilet, and ordinary cleaning purposes).

b) HVAC SYSTEM. A heating, ventilation and air conditioning ("HVAC") system, fully equipped and of sufficient capacity to provide a comfortable, professional office environment in the Premises for TENANT'S staff and office equipment. Said HVAC system shall maintain temperatures within the Premises to Clark County standards.

c) SERVICES.

i. Basic trash collection, to include recycling containers, if available.

ii. Quarterly pest control (interior and exterior).

iii. Elevator service, (if applicable).

iv. Provide and service fire extinguishers and any other fire protection/prevention devices as required by governmental regulations.

v. Snow and ice removal at all times when ice is present and when snow reaches a depth of two (2) inches. Snow and ice removal shall be from parking lots, walkways, all entry and exits and any exterior stairs of building(s) in which the Premises is located, and other adjacent buildings/structures regularly used by State agencies. LESSOR shall use its best efforts to have the snow



and ice cleared, removed, and treated prior to 8:00 a.m. Monday through Friday (except State Holidays) and if snow is on-going during the day, to continue to provide this service until 5:30 p.m.

vi. Telecommunication entrance facilities to the Building that is provisioned by the State of Nevada contracted Local Exchange Carrier.

vii. Janitorial Services (including paper products) for the Premises in accordance with County standards.

6.2 Normal Business Hours and After Hour Usage of HVAC and Other Services. LESSOR shall, at LESSOR'S sole cost, provide the utilities and services detailed in Section 6.1 above, during the normal business hours of Monday through Friday between the hours of 6:00 a.m. to 6:00 p.m. ("Normal Business Hours"). To the extent within LESSOR'S control, all utilities and services shall be available to TENANT twenty-four (24) hours a day, seven (7) days a week, except as necessary for repair and maintenance. However, in the event LESSOR determines that TENANT'S usage other than during Normal Business Hours becomes excessive, LESSOR may impose a reasonable hourly charge for TENANT'S usage of electricity, gas and water, during those times, to be mutually agreed upon by LESSOR, LESSEE and TENANT.

6.3 Utilities and Services Provided and Paid by TENANT.



a) TELEPHONE/DATA. TENANT at TENANT'S sole cost, shall provide state-owned telephone and computer/data equipment and pay Industry Standard user fees for telephone/data services.

7. REPAIR AND MAINTENANCE.

LESSOR, at LESSOR'S sole cost and expense, agrees to provide maintenance and make any and all repairs necessary to keep the building and the Premises in County standard condition during the Lease term, including but not limited to: the building structure, structural elements and systems; public and common areas of the building; fire sprinklers and systems, fire extinguisher service, life safety and security systems (as required by governmental authorities); heating, and air conditioning; (including supply and return air ducts, grills and diffusers); flooring (including but not limited to, carpet, pad, tile, sub-floor and structural floor); window coverings; interior and exterior paint; exterior and interior lighting (including replacement of fixtures, ballasts and bulbs); interior ceilings (including ceiling tiles and T-bars); electrical; plumbing, pipes, fixtures and equipment (except those owned by TENANT); roofing; exterior and interior walls; windows; doors; stairs; corridors; restrooms; elevator maintenance (if applicable); sidewalk repairs; landscaping maintenance; parking lot repairs; and other similar repairs required as a result of any defect or as a result of the same



wearing out or becoming unserviceable or damaged through no carelessness or negligence on the part of LESSEE or TENANT.

TENANT shall reimburse LESSOR for repairs and replacements to the Premises which are necessary due to TENANT'S misuse or negligence or damage caused by TENANT's clients.

LESSEE and TENANT agree to maintain the Premises and common areas in as good a state of repair as when first occupied, ordinary wear and tear, obsolescence and damage by the elements, fire or other casualty excepted.

The Parties understand and agree that due to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, and by Policies established by the Nevada State Department of Health and Human Services, that except in the event of an emergency, LESSOR and/or LESSOR'S employees and agents shall give reasonable notice to TENANT in order to gain access to the Premises and may be subject to being escorted within the Premises. LESSOR'S employees and agents agree to sign and abide by **EXHIBIT "B" ACCESS AND CONFIDENTIALITY AGREEMENT**, attached hereto and incorporated herein prior to gaining access to the Premises.

LESSOR agrees to conduct any and all repairs and maintenance to the Premises, the building and common area facilities at reasonable times and without undue inconvenience to LESSEE or TENANT and for which, reasonable access shall be provided thereby. When making repairs, LESSOR shall take necessary actions to protect



TENANT'S property and personnel from loss, damage and injury and to avoid disrupting TENANT'S use and occupancy of the Premises.

Any substantial impairment of the use or enjoyment of the Premises, the building or the parking lot that is of such extent or nature as to materially handicap, impede or impair TENANT'S use of the Premises and therefore renders the Premises unfit for use by TENANT in the ordinary conduct of its business shall cause the proportionate abatement and reduction in fees, by way of adjustment of payments, for such part of the Premises as shall be rendered unusable by TENANT in the conduct of its business during the time such part is so unusable.

8. REDUCTION OF SERVICES.

The fees and any other monies payable, if any, is based in part upon utilities, services, repairs, and maintenance (hereinafter "Service(s)") which LESSOR shall provide as described in Section Six and Section Seven above. If Services to be provided by LESSOR are interrupted (except from circumstances beyond LESSOR'S control) and the interrupted Services substantially impair and/or materially handicap TENANT'S intended use or enjoyment of the Premises, TENANT'S fees and any other monies payable, if any, shall be abated proportionately for the period of interruption beginning with the date the interruption in Services began and ending when the Services are restored.

Notwithstanding the above, in the event Service is interrupted on heating, ventilation or air conditioning, and/or water, and/or



sewer, and LESSOR fails to correct or commence correction within two (2) business days after receipt of written notice from LESSEE or TENANT per Section Twenty below, or in the event any other Service to be provided by LESSOR is interrupted, and LESSOR fails to correct or commence correction within five (5) business days after receipt of written notice from LESSEE or TENANT per Section Twenty below, unless additional time is reasonably needed to correct or commence correction, LESSEE may authorize TENANT to either: a) cause such repairs to be made by a licensed contractor and at TENANT'S discretion, either have LESSOR billed directly by contractor (if acceptable to contractor) or TENANT may submit a paid invoice to LESSOR for reimbursement; or b) TENANT'S fees and any other monies payable, if any, shall be abated proportionately for the period of interruption beginning with the date the interruption in services began and ending when the services are restored.

LESSEE may also authorize TENANT to withhold the payment of fees and any other monies payable, if any, after giving LESSOR notices of two (2) failures to provide a particular Service within a twelve (12) month period until the problem with that Service has been adequately corrected. So as to provide LESSEE and TENANT with reasonable assurance that such interruption shall not occur again during the Lease term. Upon the third occurrence within a twelve (12) month period, of any failure to provide a particular Service,



LESSEE may, at its sole option, seek the judicial remedy of specific performance.

Any reimbursement due TENANT from LESSOR, shall be paid by LESSOR within thirty (30) days after receipt of invoices from TENANT. In the event LESSOR does not reimburse TENANT within thirty (30) days after receipt of invoices from TENANT, TENANT may deduct the amount due TENANT from the payment due LESSOR.

9. SMOKING POLICY.

State law prohibits smoking in public buildings (NRS 202.2491). This policy applies to buildings that are either owned or leased by the State and are managed by the State Public Works Division's Leasing Services section. Smoking is prohibited in, near, or adjacent to any entrance or exit of any public building. The "no smoking zone" is a minimum of 30 feet, away from the main entrance or exit of any public building so that no smoke will drift or travel into the building or be smelled by any person entering or exiting the building. Authorized smoking locations must be outdoors in an area that is safe and free from any hazardous chemicals, materials, or conditions.

10. ALTERATIONS, ADDITIONS AND IMPROVEMENTS.

TENANT shall not negotiate or cause to be made any alterations, additions or improvements in or to the Premises. TENANT may, at any time during the Lease term, requisition LESSEE in writing to negotiate and arrange alterations, additions, or improvements in and to the Premises by LESSOR in accordance with



Section Three above. Any such alteration, addition or improvement shall be at the sole cost and expense of the Tenant and performed in a workmanlike manner, in accordance with all applicable governmental regulations and requirements, and shall not weaken or impair the structural strength of the Premises or building. All alterations, additions or improvements in or to the Premises at the commencement of or during the Lease term shall become part of the Premises and the sole property of LESSOR, who will be responsible for the servicing and maintenance of said alterations. All movable fixtures installed by LESSEE or TENANT shall be and remain their property and shall not become the property of LESSOR.

11. PAYMENT OF TAXES AND INSURANCE.

LESSOR, at its sole cost and expense, agrees to maintain property and liability insurance on the building complex and improvements on the Premises at all times during the Term of this Lease or maintain its self-insurance. LESSOR will pay all non-exempt real property taxes or any other assessments on the Premises when due, including improvements thereon during the Lease term hereof or any renewal period.

TENANT shall maintain in force at its sole cost and expense, all risk property insurance coverage, including sprinkler leakage (if the building is equipped with sprinklers), in an amount equal to the replacement cost of TENANT'S trade fixtures, furnishings, equipment, and contents upon the Premises.



The State of Nevada is self-insured for both liability and property insurance. All liability claims are handled in accordance with NRS Chapter 41. Regarding property insurance, the State self-insures the first Five Hundred Thousand Dollars (\$500,000.00) of each loss. Claims above that amount are commercially insured under an all risks property insurance policy.

12. INDEMNIFICATION.

To the extent permitted by laws and subject to the liability limitation set forth in NRS Chapter 41, LESSEE and TENANT hereby agree to indemnify and hold harmless LESSOR, its successor, assigns, agents and employees from all claims, damages, losses and expenses due to LESSEE and/or TENANT negligence arising out of or resulting from the use and occupancy of the Premises or any accident in connection therewith, but only to the extent caused in whole or in part by negligent acts or omissions of LESSEE and/or TENANT, its subtenants, employees or agents.

The State shall not be required to indemnify LESSOR, its successors, assigns, agents and employees for any liability, claims, damages, losses or expenses relating to or arising out of this Lease to the extent caused in whole or in part by the acts, negligence or omission of LESSOR, its successors, assigns, agents, and employees, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would



otherwise exist as to any Party or person described in this paragraph.

13. CHOICE OF LAW AND FORUM.

The validity, construction, interpretation, and effect of this Lease shall be governed by the laws of the State of Nevada. The Parties agree any dispute and/or legal proceedings regarding this Lease are subject to the sole jurisdiction of the State courts in the State of Nevada.

14. WAIVER OF SUBROGATION.

LESSOR and LESSEE or TENANT hereby waive any rights each may have against the other for loss or damage to its property or property in which it may have an interest where such loss is caused by a peril of the type generally covered by all risk property insurance with extended coverage or arising from any cause which the claiming Party was obligated to insure against under this Lease, and each Party waives any right of subrogation regarding such property damage or losses, that it might otherwise have against the other Party, any additional designated insured and any other tenant in the building. The Parties agree to cause their respective insurance companies insuring the Premises or insuring their property on or in the Premises to execute a waiver of any such rights of subrogation or, if so provided in the insurance contract, to give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.



15. BREACH OR DEFAULT.

In the event of any failure by LESSOR, LESSEE, or TENANT to keep and comply with any of the terms, covenants or provisions of this Lease or remedy any breach thereof, the defaulting Party shall have thirty (30) days from the receipt of written notice of such default or breach within which to remove or cure said default or breach, or in the event the defaulting Party is diligently pursuing the removal or cure of such breach, a reasonable time shall be allowed beyond the thirty (30) days. In the event of breach or default by LESSEE or TENANT which is not removed or cured within the time limits set forth above, LESSOR may in addition to any other right of re-entry or possession and at LESSOR'S sole option, consider the Lease forfeited and terminated and may re-enter and take possession of the Premises, removing all persons and property there from with prior notification to LESSEE so that arrangements concerning the removal of property can be made.

16. ATTORNEY'S FEES.

In case suit shall be brought by LESSOR or by LESSEE or TENANT for breach of any express provision or condition of this lease, the prevailing Party of such action shall be entitled to reasonable attorney's fees, not to exceed \$125.00 per hour, which shall be deemed to have accrued on the commencement of the action and shall be paid on the successful completion of that suit by LESSOR, LESSEE or TENANT whichever the case may be.

17. WAIVER.



The failure of LESSOR, LESSEE or TENANT to insist upon strict performance of any of the covenants, terms or provisions contained in this Lease, shall not be construed to be a waiver or relinquishment of any such covenant, term or provision or any other covenants, terms or provisions, but the same shall remain in full force and effect.

18. OPTION TO RENEW.

LESSEE shall have two (2) options to renew this Lease (each referred to as an "Option"), for terms of five (5) years each, with the same terms and conditions as contained in this Lease except for the monthly fees which shall be as follows:

18.1 OPTION PERIOD ONE.

18.1.1 A monthly amount of TWO THOUSAND FOUR HUNDRED DOLLARS (\$2,400.00), from July 1, 2028 through June 30, 2029; and

18.1.2 A monthly amount of TWO THOUSAND FOUR HUNDRED DOLLARS (\$2,400.00), from July 1, 2029 through June 30, 2030; and

18.1.3 A monthly amount of TWO THOUSAND FOUR HUNDRED DOLLARS (\$2,400.00), from July 1, 2029 through June 30, 2031; and

18.1.4 A monthly amount of TWO THOUSAND FOUR HUNDRED DOLLARS (\$2,400.00), from July 1, 2030 through June 30, 2032; and

18.1.5 A monthly amount of TWO THOUSAND FOUR HUNDRED DOLLARS (\$2,400.00), from July 1, 2031 through June 30, 2033.

18.2 OPTION PERIOD TWO.

18.2.1 A monthly amount of TWO THOUSAND FOUR HUNDRED DOLLARS (\$2,400.00), from July 1, 2032 through June 30, 2034; and



18.2.2 A monthly amount of TWO THOUSAND FOUR HUNDRED DOLLARS (\$2,400.00), from July 1, 2033 through June 30, 2035; and

18.2.3 A monthly amount of TWO THOUSAND FOUR HUNDRED DOLLARS (\$2,400.00), from July 1, 2034 through June 30, 2036; and

18.2.4 A monthly amount of TWO THOUSAND FOUR HUNDRED DOLLARS (\$2,400.00), from July 1, 2035 through June 30, 2037; and

18.2.5 A monthly amount of TWO THOUSAND FOUR HUNDRED DOLLARS (\$2,400.00), from July 1, 2036 through June 30, 2038.

18.3

LESSEE shall give LESSOR three hundred sixty-five (365) days prior written notice of its intention to renew for each Option, receipt of which shall be acknowledged by LESSOR in writing. The exercise of the Option shall, however, not be effective nor binding on the Parties hereto, unless and until the same has been approved by the Nevada State Board of Examiners, which may occur after the required prior written notice.

19. REMEDIES.

The remedies given to LESSOR, LESSEE and/or TENANT shall be cumulative, and the exercise of any one remedy shall not be to the exclusion of any other remedy.

20. NOTICES.

All notices under this Lease shall be in writing and delivered in person or sent by certified mail, return receipt requested, to LESSOR or jointly to both LESSEE and TENANT at their respective



addresses set forth below or to such other address as may hereafter be designated by either Party in writing:

LESSOR

Clark County Real Property Management
Attn: Director
500 South Grand Central Parkway, 4th Floor
Las Vegas, Nevada 89155-1825
Telephone: (702) 455-4616

LESSEE

State of Nevada
Department of Administration
Public Works Division
Attention: Leasing Services
680 W. Nye Lane, Suite 103
Carson City, Nevada 89703
Telephone: (775) 684-1815
Email: LeasingServices@admin.nv.gov

TENANT

Department of Health and Human Services
Division of Welfare and Supportive Services
1470 College Parkway
Carson City, Nevada 89706
Telephone: (775) 684-0500
Email: dwssaccounting@dwss.nv.gov

21. SEVERABILITY.

If any term or provision of this Lease or the application of it to any person or circumstance shall to any extent determined in a legal proceeding to be invalid and unenforceable, the remainder of this Lease (or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable) shall not be affected thereby, and each term and



provision of this Lease shall be valid and shall be enforced to the extent permitted by law.

22. 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, executed and dated by the Parties hereto and approved by the Nevada State Board of Examiners.

23. TENANT IMPROVEMENTS.

As set forth in subsection 23.1 below, LESSOR at LESSOR'S cost and expense shall provide the tenant improvements detailed below. Said tenant improvement exhibits shall be initialed on all pages to show approval by LESSOR and TENANT. All tenant improvements shall be deemed acceptable upon receipt of all pertinent governmental approvals and inspection and receipt of written approval from TENANT with copy to LESSEE.

23.1 COUNTY shall pay the cost to demise +/- 1,999 square feet (count room) in the 1900 building shown on Exhibit A-2 as "Returned Space Area"- which includes a demising wall, re-routing of any utilities and doorway.

24. TENANT IMPROVEMENT CHANGE-ORDERS.

TENANT agrees to pay for the additional costs arising from upgrades and or changes made at TENANT'S request. Any upgrades and/or changes must be made by requisition to LESSEE who will negotiate and arrange for such upgrades or changes with LESSOR.



TENANT hereby agrees to reimburse LESSOR for such approved costs within thirty (30) days after: a) inspection and approval of the upgrade or change by TENANT; and b) receipt and approval by LESSEE and TENANT of an invoice from LESSOR detailing costs for the agreed upon upgrades and/or changes.

25. PARKING.

During the term of the Lease, at no cost to TENANT, LESSOR shall provide a minimum of three (3) parking stalls per 1,000 square feet leased, which will be available for the use of TENANT, TENANT employees, invitees, visitors or others having business with TENANT. LESSOR is not required to enforce the use of the parking lot spaces.

26. SIGNAGE.

LESSOR shall provide lobby directory signage and suite identification signage, wherein all costs associated with the construction and installation of such signage shall be at LESSOR'S sole cost and expense.

27. TERMINATION.

This Lease may be terminated prior to the terms set forth herein above if for any reason, the purpose of this agreement is substantially impaired or obstructed by any event, occurrence or circumstance outside the control of LESSOR, LESSEE, or TENANT, including any governmental condemnation, without prejudice or penalty to any party hereto and without such event, occurrence or



circumstance being defined, and interpreted or construed as breach or default on the part of any party.

This Lease may be terminated by either Party prior to the Expiration Date or any extension thereof provided by an Option to Renew, provided that a termination shall not be effective until ninety (90) days after a Party has served written notice upon the other Party.

This Lease may be terminated by mutual consent of both Parties or unilaterally by either Party with or without cause upon 90 days written notice.

28. HOLDOVER TENANCY.

If TENANT holds possession of the Premises after the Expiration Date of this Lease or if written notice of intent to renew for any Option to Renew herein is not provided as specified, this Lease shall become a month-to-month lease on the terms herein specified. The monthly fee for each month shall be in an amount equal to the monthly fee immediately preceding the Expiration Date for a period of up to six (6) months with express written approval from the LESSOR.

29. PRIOR SUBLEASE AND OCCUPATION

The Parties acknowledge that there was a sublease between the Parties for the Premises which expired February 29, 2020 ("Sublease"). LESSEE and TENANT, with the consent of LESSOR, has continued to occupy the Premises since the expiration. LESSOR, LESSEE and TENANT agree that the Parties have satisfied all



obligations of the Sublease, the Sublease has terminated and is no longer in effect. There shall be no further claims from any Party against any other Party related to the Sublease.

30. ASSIGNMENT OR SUBLEASE.

Upon prior written notice to and the prior approval in writing of LESSOR, this Lease may be assigned or subleased to any individual or entity controlling, controlled by or under common control with the Lessee by way of merger, acquisition or successorship, of which such individual or entity must be a public agency as defined by NRS, for which assignment or sublease LESSOR will not unreasonably withhold consent; it being understood by the Parties hereto that a change in tenants from one state agency to another shall not constitute an assignment or subletting.

31. SUCCESSORS.

Except as otherwise specifically provided, the terms, covenants, and conditions contained in this Lease shall apply to and bind the heirs, successors, executors, administrators, and permitted assignees of the Parties to this Lease.

32. ESTOPPEL CERTIFICATE.

In the event of any sale, exchange, or refinance of LESSOR'S interest in the Premises by LESSOR or designee of LESSOR of this Lease, TENANT shall execute, acknowledge, and deliver to LESSEE, within three (3) business days after receipt of written request, an estoppel certificate prepared by LESSEE, certifying as to such matters as may be requested by LESSOR.



33. ARMS LENGTH TRANSACTION.

All Parties to the LEASE hereby affirm that this is an "Arm's Length Transaction,". No Party to this Lease is a family member, business associate, or share a business interest with LESSOR or their agents, LESSEE or TENANT. Further, there are no hidden terms or special understandings between LESSOR or their agents, LESSEE, and TENANT.

34. CAPTION AND SECTION NUMBERS.

The captions and section numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe to scope or intent of any section or paragraph.

35. PRIOR APPROVAL OF THE NEVADA STATE BOARD OF EXAMINERS.

This Lease is contingent upon prior approval by the Nevada State Board of Examiners and is not binding upon the Parties hereto or effective until such approval.

36. COUNTERPARTS.

This Lease may be executed in one or more counterparts and with facsimile and/or electronically scanned copies of the signature page, each of which will be deemed an original and all of which together will constitute one and the same instrument.

.....

.....

.....

.....



[SIGNATURE PAGE TO FOLLOW]



IN WITNESS WHEREOF, the Parties hereto have executed this Lease as of the day and year first above written.

LESSOR

CLARK COUNTY

By _____
Shauna Bradley
Director
Department of Real Property
Management

Date _____

APPROVED AS TO FORM

By Nichole _____
Nichole Kazimirovich
Deputy District Attorney

Date 7/1/25 _____



1 Reviewed as to form and
2 compliance with law only:

3 AARON D. FORD
4 ATTORNEY GENERAL

5 By _____
6 Susan K. Stewart
7 Deputy Attorney General

8 Date _____

9 Approved by:

10 BOARD OF EXAMINERS

11 By _____
12 Amy Stephenson
13 Clerk of the Board

14 Date _____

LESSEE

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
PUBLIC WORKS DIVISION

By _____
Wilfred J. Lewis, Jr.
Administrator

Date _____

TENANT

DEPARTMENT OF HEALTH AND
HUMAN SERVICES

By _____
Richard Whitley
Director

Date _____

DEPARTMENT OF HEALTH AND
HUMAN SERVICES
DIVISION OF WELFARE AND
SUPPORTIVE SERVICES

By _____
Robert Thompson
Administrator

Date _____

EXHIBIT "A-1"



COMMON	10,515 SF
DA FAMILY SUPPORT	27,055 SF
STATE OF NEVADA	4,257 SF

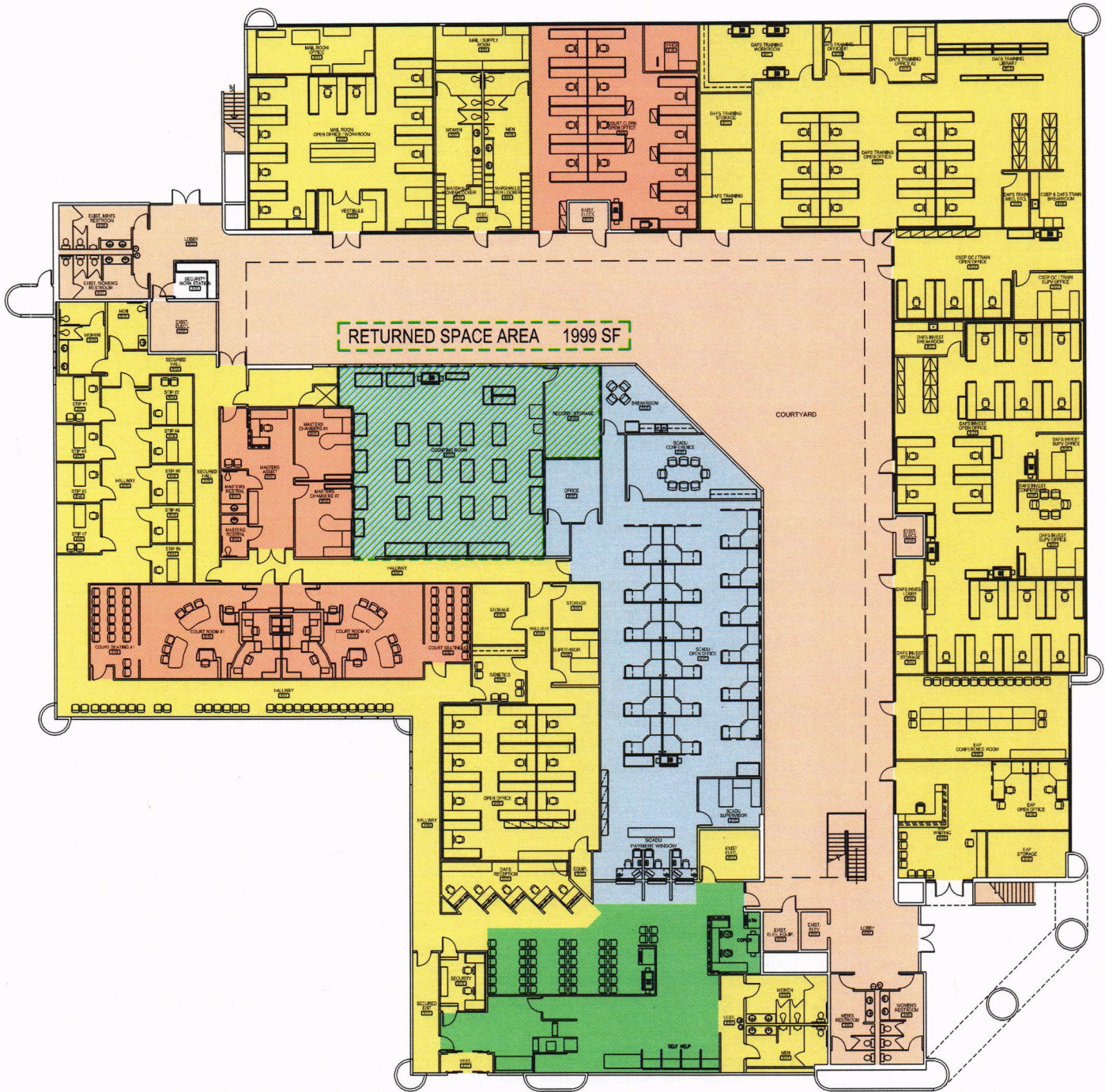
FIRST FLOOR

GREYSTONE CAMPUS, 1850 BUILDING

NOT TO SCALE
5/14/2024



EXHIBIT "A-2"



COMMON	9,618 SF
FAMILY COURTS	4,223 SF
DA FAMILY SUPPORT	19,245 SF
LOBBY	1,979 SF
STATE OF NEVADA	5,792 SF
TOTAL	40,332 SF

FIRST FLOOR

GREYSTONE CAMPUS, 1900 BUILDING

NOT TO SCALE
5/14/2024



EXHIBIT "B"

ACCESS AND CONFIDENTIALITY AGREEMENT

THIS ACCESS AND CONFIDENTIALITY AGREEMENT made and entered into this 16th day of July, 2021 by and between CLARK COUNTY hereinafter referred to as LESSOR, and the STATE OF NEVADA, DEPARTMENT OF ADMINISTRATION, PUBLIC WORKS DIVISION, hereinafter referred to as LESSEE, for and on behalf of the DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF WELFARE AND SUPPORTIVE SERVICES, hereinafter referred to as TENANT (hereinafter collectively known as "the Parties"). Regarding leased space located at 1850 and 1900 East Flamingo Road, Las Vegas, Nevada 89119.

As LESSOR for the above identified space you may have incidental access to what this agreement refers to as "confidential information." The purpose of this agreement is to help you understand your duty regarding confidential information. The TENANT must take reasonable steps to safeguard confidential Personal Health Information that it possesses in the workplace. (See 45 CFR 164.502 (c) (HIPAA Regulations)).

Confidential information includes individually identifiable health information, financial information, other information relating to the TENANT'S operation within the leased space and information proprietary to other companies or persons. Confidential information is valuable and sensitive and is protected by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, and by strict policies of the Division of Health Care Finance and Policy. The intent of these laws and policies is to assure that confidential information will remain confidential.

As LESSOR of an office or storage area leased by the TENANT, you understand that you may have incidental access to confidential information. Accordingly, you promise that you and any of your contracted service providers (i.e., janitorial services) will:

1. Safeguard any means of access to the premises.
2. During normal business hours, only access the premises through the primary public entrance, sign in at the front counter, and be escorted to the work area, if appropriate.
3. Report to the TENANT any confidential information observed during the normal course of your duties.

You and any of your contracted service providers will be responsible under federal law and our agreement for any misuse or wrongful disclosure of confidential information and for your failure to safeguard your access to the premises.

LESSOR

CLARK COUNTY

By _____

Printed Name _____

Title _____

Date _____

TENANT

DEPARTMENT OF HEALTH AND HUMAN
SERVICES
DIVISION OF WELFARE AND SUPPORTIVE
SERVICES

By _____

Robert Thompson
Administrator

Date _____



GREYSTONE CAMPUS/COMPLEX

1850, 1900, 200, 2030 E FLAMINGO RD LAS VEGAS, NV 89119

APNS 162-14-802-002 TO 004

