

**FIRST AMENDMENT TO
COMMERCIAL PROPERTY MANAGEMENT AGREEMENT**

THIS FIRST AMENDMENT TO COMMERCIAL PROPERTY MANAGEMENT SERVICES AGREEMENT, hereinafter "First Amendment," is made and entered into this _____ day of _____, 2023 ("First Amendment Approval Date"), to the Commercial Property Management Services Agreement, dated July 17, 2018, hereinafter "Management Agreement," by and between **COUNTY OF CLARK**, a political subdivision of the State of Nevada, hereinafter "County," and **RIBEIRO MANAGEMENT COMPANY, LLC DBA THE RIBEIRO COMPANY**, a limited liability company authorized to do business in the State of Nevada, hereinafter, "Agent." County and Agent may hereafter be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, County is the owner and operator of the Clark County Airport System, which includes Harry Reid International Airport ("Airport"), and desires Agent to perform management services for a certain number of its commercial properties;

WHEREAS, Agent is engaged in the business of providing such commercial management services;

WHEREAS, it is the desire of County and Agent that this First Amendment be entered pursuant to Nevada Revised State 496.090; and

WHEREAS, it is the desire of County and Agent that the terms of said Management Agreement be modified by this First Amendment.

NOW, THEREFORE, the County and Agent, in and for consideration of the covenants and conditions and agreements provided hereinafter, do agree as follows:

Action 1: Section 1.2.1.1 shall be added immediately following Section 1.2.1 as follows:

1.2.1.1 Under the First Amendment, the Term of this Management Agreement will be five (5) years commencing on April 1, 2023 (the "First Amendment Effective Date") and concluding on March 31, 2028.

Action 2: Section 4.1.2.2 shall be deleted in its entirety and replaced as follows:

4.1.2.2 Maintenance Fees

The monthly maintenance fee will be calculated as follows:

- A. Maintenance fee for services, other than heating, ventilation and air conditioning (HVAC) maintenance, electrical and plumbing, not to exceed **Seventy and 00/100 (\$70.00) Dollars per hour**, with overtime fees not to exceed **One Hundred Five and 00/100 (\$105.00) Dollars per hour**. Supervisor labor rates shall not exceed **Eighty and 00/100 (\$80.00) Dollars per hour** with overtime fees not to exceed **One Hundred Twenty and**

00/100 (\$120.00) Dollars per hour.

- B. With respect to “A” above, fractional hours will be rounded up to the nearest quarter-hour. Overtime rates will apply to that work performed prior to 8:00 a.m. and/or after 5:00 p.m., or on weekends or holidays. All overtime will require prior approval by the CDR. No driving time will be charged to the County.
- C. The cost of all supplies, materials and expenditures reasonably and/or necessarily incurred by the Agent in performing any authorized maintenance services hereunder, excluding ordinary tools but including any special tools needed due to any unique or unusual equipment, device or other feature of the Property.
- D. Consumer Price Index (CPI): Pricing listed in Section 4.1.2.2(A) above will remain firm through March 31, 2024. Thereafter, Agent may request with thirty (30) days prior written notice up to one (1) price adjustment annually. Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, West-Size Class B/C, not seasonally adjusted for the previous calendar year. The adjusted percentage increase shall not exceed 3%. The adjusted percentage increase is based on U.S. Bureau of Labor Statistics data (<https://data.bls.gov/timeseries/cuurn400sa0>). No retroactive price adjustments will be allowed.

Sample Calculation:

2022 Annual CPI	181.312
Less 2021 Annual CPI	167.642
Annual Increase	13.670
Divided by 2021 CPI	167.642
Annual Percentage Increase in CPI	8.2%
Price Adjustment	3%

County will, at its sole discretion, have the right to select other maintenance contractors to perform maintenance duties on the Property. If County chooses another maintenance contractor, Agent will not be liable for the progress of the work performed by that contractor, but will make every possible effort to facilitate and otherwise assist in the work of the County’s chosen contractor.

Action 3: Section 4.1.2.3 shall be deleted in its entirety and replaced as follows:

4.1.2.3 Landscaping Fees:

The monthly landscaping fee will be calculated as follows:

- A. For the landscape maintenance described in the attached Scope of Work, Section IV-A, the following fee will apply for the first year of the First Amendment and shall increase 3% per annum thereafter:

One Thousand Five Hundred Thirteen and 00/100 (\$1,513.00) Dollars per month.

- B. Landscape maintenance not detailed in the attached Scope of Work, Section IV-A, not to exceed **Thirty-Eight and 00/100 (\$38.00) Dollars per hour** will be charged to the County for runner/laborers. The crew supervisor will be paid at a rate not to exceed **Seventy and 00/100 (\$70.00) Dollars per hour**. Irrigation repairmen will be paid at a rate not to exceed **Fifty-One and 00/100 (\$51.00) Dollars per hour**. Emergency calls outside the service providers' standard business hours will be paid at a rate not to exceed **Ninety and 00/100 (\$90.00) Dollars per hour**.
- C. Nothing herein is to be construed as granting exclusive rights to Agent to perform the landscape maintenance at the Property. Thirty (30) days' notice will be given to Agent by County in the event that County elects to have said landscape maintenance work performed by other than Agent.
- D. Consumer Price Index (CPI): Pricing listed in Section 4.1.2.3(B) above will remain firm through March 31, 2024. Thereafter, Agent may request with thirty (30) days prior written notice up to one (1) price adjustment annually. Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, West-Size Class B/C, not seasonally adjusted for the previous calendar year. The adjusted percentage increase shall not exceed 3%. The adjusted percentage increase is based on U.S. Bureau of Labor Statistics data (<https://data.bls.gov/timeseries/cuurn400sa0>). No retroactive price adjustments will be allowed.

Sample Calculation:

2022 Annual CPI	181.312
Less 2021 Annual CPI	167.642
Annual Increase	13.670
Divided by 2021 CPI	167.642
Annual Percentage Increase in CPI	8.2%
Price Adjustment	3%

Action 4: Section 4.2.1 and Section 4.2.1.1 shall be deleted in their entirety and replaced as follows:

- 4.2.1 Agent, at County's expense, will pay (whether to an affiliate of Agent or otherwise) the following commission rates ("Commission") for all new leases of the Property and for all existing leases involving an expansion of

demised space, including the expansion portion of a renewal payment specifically. The Commission will be based on the full-term lease value, with escalation, if any, over the term of the lease calculated at the Consumer Price Index (CPI-U) for All Urban Consumers, All Items, West Area rate for the immediately previous period of the same duration (i.e., two-year lease, CPI for previous two years).

In the event there is a temporary cash flow shortfall in the Trust Account as defined in Section 4.3.1 or the Commission exceeds Fifty Thousand and 00/100 (\$50,000.00) Dollars, the Parties may divide the payment of the Commission to the Agent into equal installments for up to six months upon mutual consent of both Parties. Notwithstanding anything to the contrary, if an outside broker is a procuring cause to any single lease transaction, then the County shall pay at least half of the Commission at the time the lease is executed by both Parties.

4.2.1.1 Leasing Fee: Standard Commission

New Leases (Full Service/Marketed by Agent)	Six percent (6%)
New Leases (Procured by County)	Three percent (3%)
Renewals	Three percent (3%)

Action 5: Section 5.1.4.3 shall be deleted in its entirety and replaced as follows:

5.1.4.3 The Agent's Comprehensive General Liability and Professional Liability Insurance policies will be endorsed to recognize specifically Agent's contractual liability to County. It is further agreed that the Agent and/or insurance carrier will provide the County with a thirty (30) day written notice of any cancellation or modification of the policies. Agent's general liability insurance policies shall be endorsed to include Clark County, its commissioners, officers, employees, related entities and authorized representatives as additional insureds.

Action 6: Section 5.1.16 shall be deleted in its entirety and replaced as follows:

5.1.16 Notices

All notices, demands, requests, consents, approvals or other communications required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given either when personally delivered, or three (3) business days after deposit in the U.S. Mail, registered or certified mail, return receipt requested, postage pre-paid, addressed as follows:

COUNTY:

(Via U.S. Post Office)
County of Clark
Attention: Business Office
P.O. Box 11005
Las Vegas, Nevada 89111-1005

(Via Overnight Courier Service)
Harry Reid International Airport
Attention: Business Office
2nd Floor – Central Services
5757 Wayne Newton Boulevard
Las Vegas, Nevada 89119

With a copy to: realestate@lasairport.com

AGENT:

The Ribeiro Company
195 East Reno Avenue
Las Vegas, Nevada 891119

or to such other address as a Party may from time to time designate by notice hereunder.

Except as modified by this First Amendment, the Management Agreement shall remain in full force and effect. As amended hereby, the Management Agreement is hereby ratified and confirmed in its entirety. In the event of a conflict between the terms of the Management Agreement and this First Amendment, this First Amendment shall control.

This First Amendment embodies the entire Management Agreement between the Parties relating to the subject matter contained herein. There are no representations, promises, warranties, understandings or agreements, expressed or implied or otherwise, except for those expressly referred to or set forth herein or in the Management Agreement. No modification of this First Amendment or the Management Agreement shall be binding unless evidenced by an agreement in writing signed by both Agent and County. This First Amendment may be executed in counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. The counterparts of this First Amendment may be executed and delivered by facsimile or other electronic signature by any of the Parties to any other Party and the receiving Party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Agent and County have executed these presents the day and year first above written.

CLARK COUNTY, NEVADA,
a political subdivision of the State of Nevada

By: _____
Rosemary A. Vassiliadis
Director of Aviation

THE RIBEIRO COMPANY,
a limited liability company

By: _____
Dan Laliberte
Vice President

APPROVED AS TO FORM:
Steve Wolfson, District Attorney

By: _____
John P. Witucki
Senior Attorney

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one) Ribeiro Management Company LLC DBA The Ribeiro Company						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 48						
Corporate/Business Entity Name: Ribeiro Management Company LLC						
(Include d.b.a., if applicable) The Ribeiro Company						
Street Address: 195 E. Reno Suite A			Website: www.ribeirocorp.com			
City, State and Zip Code: Las Vegas NV 89119			POC Name: Dan Laliberte			
Telephone No: 702-798-1133			Email:			
Nevada Local Street Address:			Website:			
(If different from above)						
City, State and Zip Code:			Local Fax No:			
Local Telephone No:			Local POC Name:			
			Email:			

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Johnny A. Ribeiro Jr Family Trust	Manager	100%

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation?

☐ Yes ☒ No

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

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

Signature

Print Name

Title

Date

DISCLOSURE OF RELATIONSHIP

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

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

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

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"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:

Signature

Print Name
Authorized Department Representative