

Nye County School District

Dale A. Norton
Superintendent

Evangelyn Visser
Associate Superintendent

James Fossett
Interim Associate Superintendent

Raymond Ritchie
Chief Operating Officer

Southern Administration Office
484 S. West Street
Pahrump, Nevada 89048
Phone 775-727-7743
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Every Student A Success

BOARD OF TRUSTEES
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Northern Administration Office
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Tonopah, Nevada 89049
Phone 775-482-6258
Fax 775-482-8573

Corr.017:18

MEMORANDUM

Date: April 11, 2018

TO: Board of Trustees

FROM: Raymond Ritchie, Chief Operating Officer 

SUBJECT: Request approval to lease the Boys & Girls Club to Pahrump Children's Community Center (PCCC) and request approval for Mr. Ritchie to sign the lease agreement

Attached for your approval please find the lease agreement between NCSD and PCCC. I would also like to get approval to sign the lease agreement.

PCCC is requesting the lease agreement to run from May 1, 2018 for three (3) years.

RR:ro

Attachment (1)

Cc: Dale A. Norton, Superintendent

LEASE AGREEMENT
Between
NYE COUNTY SCHOOL DISTRICT
And
PAHRUMP CHILDREN'S COMMUNITY CENTER

This Lease Agreement is made and entered into this__ day of ____, 2018, by and between the NYE COUNTY SCHOOL DISTRICT, a political subdivision of the State of Nevada pursuant to NRS 386.010, hereinafter referred to as the "Lessor," and THE PAHRUMP CHILDREN'S COMMUNITY CENTER (PCCC), hereinafter referred to as "Lessee."

I.
RECITALS

A. Lessor owns certain real property located at 2220 South Rodeo Avenue in Pahrump, Nevada.

B. Lessee desires to lease the real property located at 2220 South Rodeo Avenue in Pahrump, Nevada.

C. The Parties agree that it is in their mutual best interests that this Lease be entered into between the Parties.

Based on the foregoing, the Parties agree to the following terms:

II.
LEASE TERMS

1. DESCRIPTION OF PREMISES. Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor 5,040 square feet of space located on two (2) acres, net 2.52 acres gross, as depicted on Exhibit A, attached hereto and incorporated by reference at the real property commonly known as 2220 South Rodeo Avenue, Pahrump, Nevada 89048, hereinafter referred to as "Premises." The Premises is located on a larger parcel of real property owned by Lessor which is located at 501 E. Calvada Boulevard, Pahrump, Nevada 89048.

2. TERM OF LEASE. The term of this Lease shall be for an initial period of _____, commencing on May 1, 2018, and continuing through_____, 201___. On or before April 1, 20___, Lessee shall inform Lessor of Lessee's intent to continue the Lease. At the conclusion of any subsequent Lease term either Party shall have the right to renegotiate any of the terms of the Lease by giving the other Party thirty (30) days' written notice of the intent to do so prior to the ending date of the Lease.

3. RENTAL. Based on Lessee and Lessor's agreement to allow Lessee to complete the improvements and alterations to the Premises, Lessor agrees to charge Lessee the reduced monthly rent of \$2,500 per month during the initial term of this

Lease Agreement. The first such payment of rent shall be paid simultaneously with the execution of this Lease Agreement. Should the Parties fail to agree or should Lessee decide not to complete the improvements and alterations, then the monthly rent shall be \$3,200 per month during the initial term of this Lease Agreement.

4. **USE OF PREMISES.** Lessee shall use the Premises for after school activities and clubs, summer camps, groups and activities, including parenting groups and classes and other supportive programs. The children's programs provided by Lessee shall promote an environment in which each individual child is valued equally, is safe, secure, happy, and cared for through social interactions.

5. **RESTRICTIONS ON USE:** Lessee shall not keep, use or sell any items, goods or services prohibited by any policy of fire or hazard insurance covering the Premises or by any policy of Lessor and shall comply with all the requirements set forth in paragraph 12, below, regarding the insurance policy applicable to the Premises necessary to keep in full force and effect the fire and liability insurance covering the Premises.

6. **UTILITIES:** Lessee shall be responsible for the payment of all utility costs including, but not limited to, electricity, gas, water, sewer, telephone and other services to the Premises during the term of the Lease. Lessee shall transfer to Lessee's name and shall agree to pay the cost of any hookup or transfer fees associated with any utilities located on the Premises.

7. **SUBLETTING:** Lessee shall not sublet any portion of the leased premises without first obtaining the express written consent of Lessor.

8. **MAINTENANCE.**

A. **REAL PROPERTY MAINTENANCE OBLIGATION.** Lessee shall be responsible for all ordinary maintenance required to keep the real property and all fixtures attached thereto in good working condition and order, including painting of the buildings and other equipment which is the subject of this Lease. Lessor shall be responsible for all capital maintenance required, including by way of example, replacing the roofing of the buildings, HVAC units, sewer line repairs, etc.

B. **PERSONAL PROPERTY MAINTENANCE OBLIGATION.** Lessee shall maintain at Lessee's expense all of the personal property brought to the Premises by Lessee, including any and all furniture, office or other equipment and fixtures, in good repair during the term of the Lease and any subsequent renewal periods applicable to the Lease. Lessee further agrees to keep all personal property presently existing on the Premises in good condition, normal wear and tear excepted.

9. **ALTERATIONS AND IMPROVEMENTS.** In order to receive the reduced monthly rental payment set forth in paragraph 3, above, Lessee shall, after obtaining the consent of Lessor, be allowed to make alterations and/or improvements to the land or building presently existing on the Premises. Any alteration made to the Premises

shall become a part of the Premises and shall belong to the Lessor at the termination of the Lease. Lessor shall not unreasonably withhold consent to alterations requested by Lessee. If Lessor consents to alterations or improvements requested by Lessee, the Parties agree as follows:

- A. Lessee shall be responsible for obtaining all necessary permits from the appropriate agencies, and shall be responsible for ensuring the Premises meets all requirements of the Pahrump Regional Planning, Building and Safety Departments for the use being proposed by Lessee.
- B. Lessee shall be responsible for all costs associated with any improvements and agrees to provide Lessor a complete accounting of all sums expended on alterations and improvements for use in calculating future rental rates.
- C. Lessee shall leave all improvements and alterations made to the Premises when this Lease Agreement is terminated and Lessee vacates the Premises.
- D. Lessor agrees to repair and maintain the roof and HVAC units existing on site, and to ensure the plumbing and electrical systems are in operating condition prior to the commencement of this Lease Agreement. Lessee agrees to pay the cost of servicing the HVAC, plumbing and electrical systems during the term of the Lease Agreement.
- E. Lessee agrees to pay the cost to re-key the Premises and will provide Lessor a complete set of keys after so doing.
- F. Lessee shall be responsible for the cost of repairing the presently inoperative security camera system if Lessee intends to use that system.

10. **DELIVERY AND ACCEPTANCE OF PREMISES.** Except as otherwise provided in this Lease Agreement, Lessor represents that the Premises are in fit condition for use by the Lessee, and Lessee accepts the Premises and specific buildings in their "as is" condition. Acceptance of the Premises by Lessee shall be construed as recognition the Premises are in a good state of repair and in sanitary condition.

11. **SURRENDER OF PREMISES.** Lessee shall surrender the Premises at the end of the Lease Term or any renewal period agreed to between the Parties in the same condition as when Lessee took possession, reasonable wear and tear excepted. Prior to surrender of the Premises, Lessee shall remove any and all furniture, equipment and fixtures placed in or on the Premises by Lessee. Except as provided in

paragraph 9, above, Lessee agrees to restore the Premises to the condition it was in when received by Lessee, reasonable wear and tear excepted.

12. **INSURANCE.** Lessee agrees to maintain at Lessee's sole expense and in full force and effect during the term of this Lease Agreement comprehensive general liability insurance with a combined single limit of \$1,000,000 for bodily injury and property damage per occurrence, as well as fire and extended coverage on all personal property, including equipment and fixtures, owned by Lessee that is placed on the Premises. Lessee shall provide Lessor a copy of all certificates of insurance maintained by Lessee on the Premises and shall name Lessor as an additional insured on all such certificates of insurance.

13. **LIABILITY AND INDEMNIFICATION.** Lessee agrees to defend, indemnify and hold Lessor harmless against any and all loss, injury or damage to persons or property on said leased Premises, which may occur as a result of the negligence of Lessee, Lessee's use of the Premises, or the condition of the Premises during the term of this Lease. Lessee further agrees to indemnify and defend Lessor against any and all claims, demands, causes of action, lawsuits or judgments, including attorney's fees and any other expenses incurred in connection therewith, for death or injuries to persons or for loss or damage to personal property arising out of or in connection with the use and occupancy of the Premises by Lessee, its agents, employees and/or invitees during the term of this Lease Agreement.

14. **BREACH.** In the event of Lessee's default or breach of this Lease Agreement, Lessor shall be entitled to take any and all steps necessary and allowed by law to retake possession and control of the Premises. In the event Lessee shall breach any portion of this Lease, Lessor shall give Lessee written notice of the breach ("Notice"), Lessee shall have thirty (30) days following receipt of said Notice to cure the breach, after which time if said breach has not been cured, Lessor shall have the right to immediately terminate the Lease. The thirty (30) day Notice shall affect any claimed breaches of this Lease Agreement, save and except the payment of rent. Rent shall continue to be due and payable on the dates set forth in paragraph 4, above, without any written notice required. In the event Lessee fails to cure any default with respect to any of the agreements contained in this Lease Agreement, then Lessor may terminate this Lease.

15. **REMEDIES CUMULATIVE.** The various rights, options, elections and remedies of Lessor and Lessee contained in this Lease shall be cumulative and no one of them shall be construed as exclusive of any other, of any right, priority or remedy allowed or provided by law.

16. **NON-ASSIGNMENT.** This Lease Agreement may not be assigned by either Party without the prior written consent of the non-assigning Party.

17. **GOVERNING LAW.** The laws of the State of Nevada shall govern the validity, construction and effect of this Lease Agreement.

18. **NOTICES.** Any notices required under the terms of this Lease Agreement, with the exception of termination Notice pursuant to breach set forth in paragraph 14, above, shall be made in writing and shall be deemed to have been received by the Party to whom notice is provided after three (3) business days if the notice is provided by personal service, hand delivery, or sent through the United States mail with proper postage paid, at the following addresses:

Lessor: Nye County School District
484 S. West Street
Pahrump, Nevada 89048
Attn. Raymond Ritchie, CFO

Lessee: Pahrump Children's Community Center
P. O. Box 3305
Pahrump, Nevada 89041
Attn.: Diane Chacon, Director

19. **PARTIAL INVALIDITY.** If any term, provision, covenant or condition of this Lease Agreement shall be determined by a court of competent jurisdiction to be invalid, void or unenforceable, all other provisions, covenants and conditions of this Lease Agreement not held or construed to be invalid, void or unenforceable shall continue in full force and effect and shall not be affected, impaired or invalidated thereby.

20. **ENTIRE AGREEMENT.** This Lease Agreement shall constitute the entire agreement between the Parties. Any prior understanding or representation of any kind that is made following the execution of this Lease Agreement shall not be binding unless it is placed in writing and signed by both Parties to this Lease Agreement.

21. **EXECUTION BY LESSOR AND LESSEE.** Each Party executing this Lease Agreement on behalf of the Lessor and Lessee warrant and represent they have complete and full authority to execute this Lease Agreement on behalf of the Lessor and Lessee.

22. **MODIFICATION OF LEASE AGREEMENT.** Any modification, alteration or other change to this Lease Agreement shall be binding only if approved by both Parties and evidenced by a written addendum duly executed by both Parties hereto.

23. **PARAGRAPH HEADINGS.** The titles of the paragraphs of this Lease Agreement are provided solely for the convenience of the Parties and shall not be construed to explain, modify, simplify or aid in the interpretation of the written provisions of this Lease Agreement.

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LESSOR:

NYE COUNTY SCHOOL DISTRICT

By: _____
Raymond Ritchie,
Chief Operating Officer

Dated: _____

SUBSCRIBED AND SWORN to before
me this ____ day of _____, 2018,
by Raymond Ritchie.

Notary Public

LESSEE:

PAHRUMP CHILDREN'S COMMUNITY
CENTER

By: _____
Diana Chacon,
Director

Dated: _____

SUBSCRIBED AND SWORN to before
me this ____ day of _____, 2018,
by Diana Chacon.

Notary Public