

Item # 7c

**Carson City
Agenda Report**

Date Submitted: October 28, 2008

Agenda Date Requested: November 6, 2008

Time Requested: 20 Minutes

To: Mayor and Supervisors

From: City Manager

Subject Title: Discussion and possible action regarding the terms of the 2007 Agreement between RSVP and Carson City.

Staff Summary: RSVP believes that the terms of the agreement are not being applied correctly and that the allocation that RSVP receives from the City's Community Support funds should be increased to the levels prior to the agreement. The basis is that the Executive Director feels that the reduction in support funds was for the first year only. Staff feels that the terms of the agreement are being appropriately applied. Copies of the Board Action Form for the Agreement and an excerpt for this portion of the April 5, 2007 Board meeting are attached. Also see attached memorandum from the City Manager dated October 26, 2008.

Type of Action Requested: (check one)

- Resolution
- Formal Action/Motion
- Ordinance
- Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: To be determined after the discussion.

Explanation for Recommended Board Action: There are several actions that the Board could take: one would be to re-affirm that the current practice is in coformance with the Board's actions and the Agreement, the second is to determine that the agreement terms are not being correctly applied and staff actions need to be modified, and the third is to agree that the terms of the agreement are being applied correctly but change the terms of the agreement.

Applicable Statue, Code, Policy, Rule or Regulation: None

Fiscal Impact: The potential impacts range from no impact to \$19,200 per year.

Explanation of Impact: There is no impact if the Board determines that the terms of the agreement are being properly applied up to \$19,200 if the Board wishes to restore the previous funding amounts.

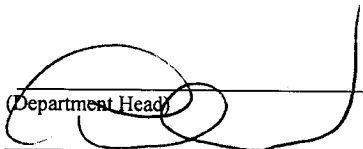
Funding Source: Contingency

Alternatives: The alternatives are described above.

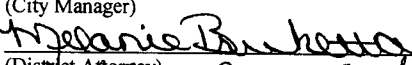
Supporting Material: City Manager Memo of October 26, 2008, Board Action Form and Agreement from April 5, 2007 Board Meeting and Minutes for this discussion item from the April 5, 2007 Board meeting.

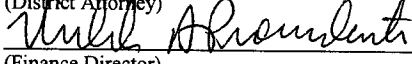
Prepared By: Lawrence A. Werner, P.E., P.L.S.

Reviewed By:



(Department Head)

(City Manager)


(District Attorney)


(Finance Director)

Date: _____

Date: 10-28-08

Date: 10-28-08

Date: 10-28-08

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

MEMORANDUM

TO: Mayor and Board of Supervisors
FROM: Lawrence A. Werner, P.E., P.L.S.
City Manager
DATE: October 26, 2008
SUBJECT: RSVP Community Support

I met with Janice Ayres July 30, 2008 to discuss the City's contribution to the RSVP budget. As you will recall, the City previously provided RCVP with about \$21,150 of on-going money and about \$13,350 one-shot for a total contribution of \$34,500. An expense item for RSVP was rent which amounted to \$19,200 per year. The City and Janice negotiated an agreement whereby the City would provide the space needed by RSVP and reduce the contribution by \$19,200 leaving a balance (based on the previous year's on-going and one-shot amounts) of \$12,300 that the City would contribute. The understanding from the City's perspective is that, unless Janice requested more, the annual contribution from this point forward would be \$12,300. The understanding from Janice's standpoint that this was (1) a one-time only reduction in contribution and (2) the building would be usable to them without major costs. The situation came to a head when our FY08/09 community support letter went out stating that we would only contribute the \$12,300.

Part of the issue is that the building wasn't configured the way RSVP needed to have it so they proceeded to remodel it to better met their needs. They invested approximately \$48,300 (excluding costs of furniture) of which the City did pay \$7,786 for HVAC work. Janice's concern is that at her previous location, she could have negotiated the lease amount down from the \$19,200, still received the \$21,150 on-going, avoided the re-model costs and have more funding for her program.

I explained that (except possibly for the re-model costs), she is better off under the new agreement because the City moved the \$13,350 from one-shot to on-going and over a five year period, it's a much better deal.

Original Situation

5 x \$21,500	= \$105,750 on-going contribution
5 x \$19,100	= \$95,500 rent
Net to Program	= \$10,250 without any one-shot money

Current Agreement

$$5 \times \$12,300 = \$61,500 \text{ net to program}$$

If the cost to remodel is subtracted from the "net to program" under the current situation, then the remaining money for programs is \$20,986 over a 5 year period. If this result is compared to the "Net to Program" under the Original Situation, the program is better by \$10,736, again assuming that there would have been no one-shot money provided which is probably unlikely. The bottom line is that Janice does not believe that she should only receive the \$12,300 per year but should get the full amount that RSVP previously received.

It is my opinion that the current allocation is consistent with the agreement approved between RSVP and the City and as reflected in the minutes of the Board of Supervisor's meeting when the agreement was approved.

Item # 9

City of Carson City
Agenda Report

Date Submitted: March 27, 2007

Agenda Date Requested: April 5, 2007

Time Requested: 10 Minutes

To: Mayor and Supervisors

From: Linda Ritter, City Manager

Subject Title: Action to authorize Mayor Teixeira to sign a lease with the Nevada Rural Counties RSVP Program, Inc., (RSVP) to provide various volunteer services for senior citizens at 3303 Butti Way, Building #1, the location of the former Health and Human Services Department

Staff Summary: RSVP wishes to enter into a five-year lease with the City in order to provide various volunteer services for senior citizens utilizing 2,700 square feet of space in Building #1 at the Corporate Yard, location of the former Health and Human Services Department.

Type of Action Requested: (check one)

Resolution

Ordinance

Formal Action/Motion

Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to authorize Mayor Teixeira to sign a lease with the Nevada Rural Counties RSVP Program, Inc., (RSVP) providing various services for senior citizens at 3303 Butti Way, Building #1, the location of the former Health and Human Services Department.

Explanation for Recommended Board Action: The City desires to support efforts for the continuation of the senior volunteer services to the community. Currently, RSVP is paying \$1,600 per mo. rent for office space. It is the intent of both parties through the term of this lease that one year's rental cost (1,600 per mo. X 12 mos. = \$19,200) will stand in lieu of cash payment through the City's Community Support Services grant funding each year. The Nevada Revised Statutes 244.284 provides for the lease of property to a non-profit corporation on such terms and conditions as seem proper to the Board of Supervisors. This provision allows a considerably simpler process for leasing property to a non-profit corporation for public benefit. The area to be leased is 2,700 square feet.

Applicable Statute, Code, Policy, Rule or Regulation: N.R.S. 244.284

Fiscal Impact: The lease rent was established with the at \$1.00 per year for 5 years. 100% of the utilities are to be paid by RSVP.


Explanation of Impact: The \$1.00 per year rental fee subsidizes a valuable service provided to the community through a partnership with a non-profit corporation.

Funding Source: Community Support Services budget

Alternatives: 1) Not to approve the lease
2) Renegotiate the terms of the lease

Supporting Material: Proposed Lease (Pages 1 - 12), N.R.S. 244.284

Prepared By: L. Teixeira

Reviewed By:  Date: 3/27/07
Linda Ritter, City Manager

Melanie Bruketta Date: 3/27/07
Melanie Bruketta, Chief Deputy District Attorney

 Date: 3/27/07
Sue Johnson, Finance Director

Board Action Taken:

Motion: _____ 1: _____ Aye/Nay
2: _____

(Vote Recorded By)

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 5th day of April 2007, by and between the Consolidated Municipality of **CARSON CITY**, hereinafter referred to as **CITY**, and **NEVADA RURAL COUNTIES RSVP PROGRAM, INC.**, a non-profit Nevada corporation, hereinafter referred to as **RSVP**.

WHEREAS, the **CITY** has financially supported RSVP and its programs in the past and wishes to continue to support the work of RSVP, and,

WHEREAS, the Carson City Board of Supervisors has determined that a facility located at 3303 Butti Way, which was formerly occupied by the Carson City Health and Welfare Department, is not needed for public purposes of the county for a period of five (5) years commencing with the execution of this Lease Agreement; and

WHEREAS, the **RSVP**, is a non-profit charitable or civic organization under the provision of the Internal Revenue Code 501 (c) (3), and desires to use this facility for charitable or civic purposes and more specifically for fostering greater civic engagement for citizens aged 55 and older by providing meaningful opportunities for volunteering in their communities, and by providing high impact independent living programs for low-income and homebound seniors to assist them in staying independent and in their own homes as long possible; and

WHEREAS, NRS 244.284 allows the Carson City Board of Supervisors to lease any real property of the county if such real property is not needed for the public purposes of the county and is let to a nonprofit charitable or civic organization for charitable or civic purposes; and

WHEREAS, the Carson City Board of Supervisors specifically finds that this Lease meets the conditions of NRS 244.284; and

WHEREAS, a condition precedent to the **RSVP**'s occupancy of the premises under this Lease is that the **RSVP** must apply for and receive all required special use permits and/or variances and any other licenses or permits required by City, State, or Federal governmental agencies.

IN CONSIDERATION of the mutual promises of both parties and other good and valuable consideration as hereafter set forth, the parties hereto covenant and agree as follows:

CITY does hereby lease to **RSVP**, and **RSVP** does hereby lease from **CITY**, the following described property hereinafter referred to as "the premises":

3303 Butti Way, Building 1
CARSON CITY, NEVADA

1. TERM: a. Lease: The term of this Lease is for a period of five (5) years, beginning on the 5th day of April, 2007, and terminating at midnight on the 4th day of April, 2012, unless sooner terminated by mutual agreement of the parties or for violation of any term or condition of this Lease.

b. Option to Renew Lease: Upon the expiration of the initial term of this Lease, **RSVP** may request to renew this Lease upon the same terms and conditions as contained herein, for a five year period, by providing notice of its desire to remain on the premises for an additional five years. Said notice must be provided in writing at least sixty (60) calendar days prior to the expiration of the initial term of this Lease. Renewal of this Lease shall be at the sole discretion of the Carson City Board of Supervisors which may base its decision to renew or not to renew on a number of factors including, but not limited to, the need to use the premises for a public purpose and the performance of the **RSVP** under the terms of this Lease.

2. RENTAL: As rental for the premises, **RSVP** agrees to pay **CITY**, without offset or deduction:

The sum of ONE DOLLAR (\$1.00) per year due the 5th day of April of each year for the initial five (5) year term of this Lease which shall begin on the 5th day of April, 2007, and end on the 4th day of April, 2012. **RSVP** shall be responsible for all costs of **RSVP's** operation, renovation of the premises, and charges or expenses of any nature whatsoever including liens filed in connection with **RSVP's** operation of the premises.

3. THE USE OF PREMISES: The premises are leased to **RSVP** for the uses of fostering greater civic engagement for citizens aged 55 and older by providing meaningful opportunities for volunteering in their communities, and by providing high impact independent living programs for low-income and homebound seniors to assist them in staying independent and in their own homes as long possible. Any change of this use shall not be made unless such change of use is lawful and **RSVP** first obtains the written consent of **CITY**. **RSVP** shall not use the premises for any illegal trade, manufacturing or other business, or for any other illegal purpose or for any purpose not expressly allowed by this Lease or consented to by City in writing.

4. REPAIRS AND MAINTENANCE: **CITY** shall be responsible for maintaining at **CITY's** expense the building and grounds in keeping with the requirements of the county regarding

structural integrity and current City, State, and Federal codes. This shall include, but shall not be limited to the following:

Roof, foundation, exterior walls, underground plumbing, and exterior grounds.
RSVP shall, at its own expense, maintain the premises in good condition and repair during the entire term of this Lease, including, but not limited to, the following:

Interior walls, flooring, paint, plumbing, HVAC appurtenant to the space, electrical fixtures, fire protection equipment, and the interior of the premises in general.

5. ALTERATIONS, LIENS, ENCUMBRANCES, AND REPAIRS: **RSVP** shall not make any permanent alterations, additions, improvements or repairs in the premises without first obtaining the consent of the **CITY** in writing. All alterations, additions, and improvements which are made, shall be at the sole cost and expense of the **RSVP**, and shall become the property of the **CITY** upon completion, trade fixtures excluded. Upon expiration, or earlier termination of this Lease, **RSVP** shall peacefully and quietly surrender to **CITY** the premises, and all **RSVP's** improvements and alterations to the premises, in good order and repair (excepting ordinary wear and tear). Any work performed by **RSVP** must comply with all laws, ordinances, rules and regulations of the local agencies having jurisdiction hereof. **RSVP** agrees to hold the **CITY** free and harmless from all damage, loss, and expenses arising out of said work. **RSVP** agrees to keep and maintain the leased premises free from any liens or encumbrances caused by any act or omission of **RSVP**.

6. USE OF EXTERIOR GROUNDS: **RSVP** shall not conduct any business activity outside the premises, nor store vehicles or other property, nor perform any services, on any sidewalk, parking lot, or other public area provided by **CITY** without the written consent of **CITY**, which consent shall not be unreasonably withheld if the proposed uses are for exhibits or activities which relate directly to the permitted uses as described herein.

7. ENTRY AND INSPECTION: **RSVP** shall permit **CITY** and its agents to enter the premises during normal business hours for any reasonable purpose, including, but not limited to inspections; to show the premises to prospective purchasers or lessees; to post notices of non-responsibility for alterations, additions, repairs or utility installations; for the purpose of placing upon the property or building in which said premises are located any ordinary "for

sale" or "for lease" sign within six (6) months prior to the end of this Lease or any option thereof.

8. **ASSIGNMENT AND SUBLEASING:** **RSVP** may only assign this Lease or sublet the leased premises, in whole or in part, after first obtaining the written consent of **CITY**. If **CITY** consents, no assignments or sublease shall be effective until **RSVP** delivers a copy of the assignment or subleasing agreement to **CITY** and the assignee or sublessee agrees in writing to assume all of the obligations of **RSVP** under this Lease. No assignment or subletting will relieve **RSVP** from any obligations under this Lease. This consent by **CITY** to any assignment or subletting shall not be deemed to be a waiver on the part of **CITY** of any prohibition against any future assignment, or subletting.

9. **INDEMNIFICATION:** Unless due to the sole negligence of **CITY** or **CITY's** failure to abide by the terms of this Lease, **RSVP** hereby indemnifies and agrees to hold **CITY** harmless from and against all claims, which either arise from or in connection with the possession, use, occupancy, management, repair, maintenance, or control of the premises or any portion thereof; or as a result from any default, breach, violation or non-performance of this Lease or any provision of this Lease by **RSVP**. **RSVP** will defend, notwithstanding the City's right to participate, any claims against **CITY** with respect to the foregoing. **RSVP** will pay, satisfy, and discharge any judgments, orders, and decrees which are recovered against **CITY** in connection with the foregoing. **CITY** hereby indemnifies and agrees to hold **RSVP** harmless and shall defend any claims against **RSVP** in any action where **CITY** was solely negligent or failed to abide by the terms of this Lease.

10. **LIABILITY INSURANCE:** **CITY** shall not be liable to **RSVP**, or to any person whatsoever, for any damage caused by the acts or omissions of any persons occupying any space adjacent to or adjoining the premises unless the **CITY** or its agents caused the loss or damage. Except for loss or damage caused by **CITY's** sole negligence, **CITY** shall not be responsible or liable to **RSVP** for any loss or damage resulting to **RSVP** or **RSVP's** property from, but not limited to, water, gas or steam; or the bursting, stoppage, or leakage of pipes. **RSVP** agrees to indemnify and hold the **CITY** harmless from and defend the **CITY** against any and all such claims or liability for any injury or damage to any person or property whatsoever, occurring in or on the premises or occurring as a result of the use of any of the facilities or appliances anywhere on the premises at 3303 Butti Way, Building 1. **RSVP**

further agrees to provide and pay for a general liability insurance policy with a limit of at least \$1,000,000 per occurrence and in the aggregate for bodily injury or death resulting therefrom, or for damage to the premises and shall name CITY as an additional insured by endorsement. A certificate of said insurance shall be presented to CITY prior to occupancy of the premises. The policy of insurance shall not be suspended, voided, canceled, or reduced in coverage without the prior written consent of CITY and shall contain a provision that written notice of cancellation or of any material change in said policy by the insurer shall be delivered to CITY no less than THIRTY (30) days in advance of the effective date thereof. Said policy of insurance shall be primary coverage for all claims and losses arising from the use, occupancy and operation of the premises under this Agreement.

11. DEFAULT:

A. DEFINITION OF DEFAULT: Each of the following events shall constitute a default:

1. Insolvency (this includes an assignment for the benefit of creditors; filing or acquiescing to a petition in any court in any bankruptcy, reorganization, composition, extension, arrangement or insolvency proceedings.)
2. Assignment by operation of law.
3. Vacating the premises after occupation.
4. Refusing to take possession of the premises or permitting the premises to remain unoccupied and unattended.
5. Failure to pay any installment of rent or any other charge required to be paid by **RSVP** under this Lease when due and payable and said failure continues for ten (10) days after written notice.
6. Failure to perform any other conditions required to be performed by **RSVP** under this Lease and said failure continues for fifteen (15) days after written notice.
7. Loss of non-profit status.
8. Failure to continuously use the leased premises for the purposes described herein.

B. EFFECT OF DEFAULT: If a default occurs, CITY shall give **RSVP** a written notice of intention to terminate this Lease at the expiration of a thirty (30) day notice period. The written notice shall specify the breach. At the expiration of the notice period, the term of this Lease shall end if said default has not been

cured by **RSVP** within said thirty (30) day period. **RSVP** must then quit and surrender the premises to **CITY**. **RSVP's** liability under all the provisions of this Lease shall continue notwithstanding any expiration, surrender, or reentry, repossession or disposition pursuant to the following paragraph with a setoff to **RSVP** for any new rents collected by **CITY** from any new tenant during the term of this Lease.

Upon the expiration or earlier termination of this Lease, **CITY** or its agents or employees may immediately, or anytime thereafter, reenter the premises and remove **RSVP**, **RSVP's** agents, any subtenants, licensees, concessionaires or invitees, and any of their property from the premises. Reentry and removal may be effectuated by summary dispossession proceedings or by a suitable action or proceeding at law, by force, or otherwise. If the term of this Lease expires, **CITY** may repossess and enjoy the premises. **CITY** shall be entitled to the benefits of all provisions of law respecting the speedy recovery of lands and tenements held over by **CITY** or proceedings in forcible entry and detainer. **RSVP's** liability, subject to any setoff, will survive **CITY's** reentry, the institution of summary proceeding, and the issuance of any warrants with respect thereto.

- C. DEFICIENCY: If this Lease is terminated pursuant to Paragraph (B) above, **RSVP** shall remain liable (in addition to accrued liabilities) to the extent legally permissible for the rent and all other charges **RSVP** would be required to pay until the date this Lease would have naturally expired had such earlier termination not occurred. **RSVP's** liability for rent shall continue notwithstanding reentry or repossession of the premises by **CITY** subject to a setoff pursuant to Paragraph (B) above.
- D. ATTORNEY'S FEES AND COSTS: **RSVP** shall pay **CITY** and/or **CITY** shall pay **RSVP** reasonable attorney's fees and court costs incurred in any lawsuit or action instituted by **CITY** or **RSVP** to enforce the provisions of this Lease upon determination of the prevailing party.
- E. WAIVER OF REDEMPTION: Except for setoffs discussed above, **RSVP** hereby waives (to the extent legally permissible), for itself and all persons who claim by, through, or under it, any right of redemption or for the restoration or the operations of this Lease in case **RSVP** is dispossessed for any cause, or in case **CITY** obtains possession of the premises as herein provided.

F. **CITY MAY CURE RSVP'S DEFAULT:** If **RSVP** is in default under this Lease, **CITY** may cure the default at anytime for **RSVP**. If **CITY** cures a default for **RSVP**, **RSVP** shall reimburse **CITY** for any amount expended by **CITY** in connection with said cure. **CITY** shall also be entitled to interest at the maximum legal rate on any amount advanced by **CITY** to cure a default of **RSVP** from the date the expense is incurred to the date of reimbursement.

The rights and remedies of **CITY** set forth herein are in addition to any other rights and remedies now or hereinafter provided by law. All rights and remedies shall be cumulative and not exclusive of each other. No delay or omission by **CITY** in exercising a right or remedy shall exhaust or impair the same or constitute a waiver of, or acquiescence to, a default. No waiver of a default shall extend to or affect any other default or impair any right or remedy with respect thereto. No waiver of a default shall be effective, unless it is in writing.

12. **CHOICE OF LAW AND FORUM:** The laws of the State of Nevada shall govern the validity, construction, interpretation, and effect of this Lease. The parties agree that any dispute and/or legal proceedings regarding this Lease shall be subject to the sole jurisdiction of the State courts in the State of Nevada and must be filed in the First Judicial District Court located in Carson City.

13. **DESTRUCTION OF PREMISES:** **RSVP** shall maintain a policy of insurance to cover events of complete or partial destruction of the premises without fault, negligence or carelessness on the part of **RSVP**, its agents, employees, volunteers or those holding possession of the premises under it.

14. **HOLDING OVER:** Should **RSVP** holdover beyond the term hereby created with the consent of **CITY**, **RSVP** shall become a tenant from month to month subject to the terms herein specified and **RSVP** shall continue to be a month-to-month tenant until the tenancy is terminated by **CITY** or until **RSVP** has given **CITY** a written notice at least one month prior to the termination of the monthly tenancy of its intention to terminate the tenancy.

15. **SALE OF PREMISES:** In the event of a sale or conveyance by **CITY** of the building containing the premises, the sale shall be subject to the terms and conditions of this Lease. In such event, **RSVP** agrees to look solely to the successor in interest of **CITY** to satisfy the

terms of this Lease. CITY may transfer any security deposits held from RSVP to its successor in interest and thereupon CITY shall be discharged from any further liability in reference thereto.

16. CONDEMNATION: If all the premises are taken by eminent domain, condemnation, or purchase under threat thereof, except for a taking for temporary use, this Lease shall be canceled automatically as of the taking date. If only a part of the premises are taken, CITY may cancel this Lease at its sole discretion. The option to cancel may be exercised within six (6) months of the taking date by giving RSVP notice that the option has been exercised.

If there is a taking of the premises for temporary use, this Lease shall continue in full force and effect, and RSVP shall continue to comply with RSVP's obligations under this Lease, except to the extent compliance is rendered impossible or impracticable by reason of the taking. All compensation awarded upon the condemnation or taking shall belong to CITY. RSVP hereby waives any interest in any condemnation proceeding or litigation.

17. SUBORDINATION: RSVP agrees that this Lease is and shall be subordinate to any mortgage, deed of trust, or other instrument of security, existing on the land and building of which the premises are a part. Such subordination is hereby made effective without any further act by RSVP. RSVP agrees at any time, upon request by CITY, to execute and deliver any instrument, release or other document that may be required in connection with subjecting and subordinating this Lease to any lien or mortgage, deed of trust or other instrument of security.

This provision shall be without effect unless and until the holder of the mortgage, deed of trust, or other instrument of security in question delivers to RSVP a written agreement providing, in effect, that so long as RSVP is not in default in the performance of its obligations under this Lease, RSVP shall not be disrupted in its possession of the premises hereunder.

18. SIGNS: RSVP shall not place or permit to be placed any sign, marquee, awning, decoration or other attachment on or to the roof, front windows, doors or exterior walls of the premises without first obtaining a City permit and the written consent of the CITY.

It is the intention of CITY to insure aesthetically tasteful uniformity in the building of which the premises are a part. CITY may, without liability, enter onto the premises and

remove any such sign, marquee, awning, decoration or attachment affixed in violation of this paragraph. **RSVP** agrees to pay the cost of removal thereof.

19. **SURRENDER OF LEASE:** No act or conduct of **CITY**, whether consisting of the acceptance of the keys to the premises, or otherwise, shall be deemed to constitute an acceptance of the surrender of the premises by **RSVP** prior to the expiration of the term hereof. Acceptance by **CITY** of surrender of the premises by **RSVP** must be evidenced by a written acknowledgment of acceptance of surrender by **CITY**. The voluntary or other surrender of this Lease by **RSVP**, or a mutual cancellation thereof, shall not constitute a merger, and **CITY** may terminate all or any existing subleases, subtenancies, or concessions, or may, at its sole option, accept any and all such subleases, subtenancies or concessions as being legally binding and enforceable.

20. **NOTICES:** Notices to the respective parties must be in writing and sent by certified or registered mail, addressed to the respective party at the addresses set forth below, or at such other address as either party may elect to provide in advance in writing, to the other party.

CITY: **CARSON CITY MANAGER,
CITY OF CARSON CITY
201 N. CARSON STREET, CARSON CITY, NV 89701**

RSVP: **DIRECTOR, NEVADA RURAL COUNTIES RSVP PROGRAM, INC.
P.O. 1708
CARSON CITY, NV 89702**

21. **NO ORAL CHANGES:** This lease may not be changed or terminated orally.

22. **SUCCESSOR AND ASSIGNS:** Except as otherwise provided, this Lease shall bind and inure to the benefit of the parties and their respective successors, representatives, heirs, and assigns.

23. **UTILITIES:** The following utilities shall be supplied to the premises by **CITY:**
ELECTRICAL POWER, GAS, WATER, SEWER, AND GARBAGE SERVICE.

RSVP shall pay its proportional share of the cost of these utilities based on **RSVP's** gross leasable area divided by the gross leasable area of the building of which **RSVP's** premises are a part. The total square footage of the building is 2,700. The total square footage subject to this lease is 2,700 square feet. The cost of electricity, power, gas, water, sewer and garbage to **RSVP** shall, therefore, be equivalent to 100 percent of the total cost of these utilities to the building of which the premises are a part.

CITY shall not be liable for failure to furnish any of the above services when such failure is caused by conditions beyond the control of **CITY**, or by accidents, repairs, or strikes; nor shall **CITY** be liable, except when solely negligent, for loss or injury to property, however occurring through or in connection with or incidental to the furnishing of any of the aforementioned services.

24. **QUIET ENJOYMENT:** The **CITY** agrees that as long as **RSVP** is in full compliance with the provisions of this Lease, it shall be entitled to quietly enjoy the premises for the full term of this Lease. No use shall be made or permitted to be made of the premises or any part thereof and no acts will be done therein which may disturb the quiet enjoyment of any other tenant in the building of which the premises are a part.

25. **SNOW REMOVAL:** Snow and ice removal shall be the responsibility of **CITY**.

26. **COMPLIANCE WITH THE LAW:** **RSVP** shall promptly execute and comply with all statutes, rules, orders, building codes, ordinances, requirements, and regulations of the City, County, State and Federal governments, including OSHA, the Americans with Disabilities Act of 1990 (42 USC Section 12101 through 12213 and 47 USC Sections 225.611) and their underlying regulations and rules, which are applicable to the premises. Nothing herein contained shall be construed to restrict **RSVP** from contesting the validity of any such regulations, rule or ordinance, provided **RSVP** indemnifies **CITY** to its reasonable satisfaction against the consequences of non-compliance during the period of dispute.

27. **ENTIRE AGREEMENT:** This instrument along with any exhibits and attachments hereto constitutes the entire agreement between the parties. This Agreement may only be altered, amended or revoked by an instrument in writing signed by both parties. It is understood that there are no oral agreements between the parties hereto and that all previous

negotiations, discussions, and previous leases between the parties hereto affecting this Lease are superseded by this Lease.

28. ATTORNEY'S FEES: In case suit shall be brought for an unlawful detainer of the premises, for the recovery of any rent due under the provisions of this Lease, or for RSVP's breach of any other condition contained herein, RSVP shall pay to CITY reasonable attorney's fees which shall be deemed to have accrued on the commencement of the action and shall be paid on the successful completion of this action by CITY. RSVP shall be entitled to attorney's fees in the same manner if judgment is rendered in favor of RSVP.

29. WAIVER: The failure of CITY or RSVP to insist upon strict performance of any of the covenants, terms or provisions contained in this Lease or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any said covenants, terms or provisions or any other covenants, terms or provisions, but the same shall remain in full force and effect.

30. REMEDIES. The remedies given to CITY and RSVP shall be cumulative, and the exercising of any one remedy shall not be to the exclusion of any other remedy.

31. EARLY TERMINATION. This Lease may be terminated prior to the end of the term set forth herein above or prior to the natural expiration of any renewal period if the purpose of this Lease is substantially impaired or obstructed by any unforeseen event, occurrence or circumstance outside the control of CITY or RSVP without prejudice or penalty to either party hereto and without such event, occurrence or circumstance being defined, interpreted or construed as a breach or default on the part of either party.

32. FORCE MAJEURE. Any delay or stoppage of business due to acts of God, enemy or hostile action, fire or other casualty, shall excuse the performance by either party to this Lease for a period equal to any such delay or stoppage.

IN WITNESS WHEREOF, the parties hereto have inscribed their names, and if corporations, have authorized their officers by resolution to execute this Lease in duplicate, the day and year herein above written.

LESSOR: CARSON CITY

By: _____

Marv Teixeira, Mayor

ATTEST:

Clerk-Recorder

LESSEE: NEVADA RURAL COUNTIES RSVP PROGRAM, INC.

Non-Profit Corporation

By: _____

Janice Ayres, Director

Approved as to legal form:

Neil A. Rombardo

District Attorney

Deputy District Attorney

Service: Get by LEXSTAT®

TOC: Nevada Revised Statutes Annotated, Constitution, Court Rules & ALS, Combined > / ... / > County Property > 244.284. Lease or conveyance of real property of county to corporation for public benefit.

Citation: NVCODE 244.284

Nev. Rev. Stat. Ann. § 244.284

NEVADA REVISED STATUTES ANNOTATED
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*** This document is current through the 73d (2005) Session and 22d Special (2005) Session. ***

*** ANNOTATIONS CURRENT THRU OPINIONS POSTED ***
*** AS OF August 1, 2006 ***

TITLE 20. Counties And Townships: Formation, Government And Officers.
CHAPTER 244. Counties: Government.
County Property

→ GO TO CODE ARCHIVE DIRECTORY FOR THIS JURISDICTION

Nev. Rev. Stat. Ann. § 244.284 (2006)

244.284. Lease or conveyance of real property of county to corporation for public benefit.

1. In addition to the powers conferred by NRS 450.500, the board of county commissioners may:

(a) Lease any of the real property of the county for a term not exceeding 99 years; or

(b) Convey any of the real property of the county, except property of the county that is operated or occupied by the county fair and recreation board, without consideration,

if such real property is not needed for the public purposes of the county and is leased or conveyed to a corporation for public benefit, and the property is actually used for charitable or civic purposes.

2. A lease or conveyance pursuant to this section may be made on such terms and conditions as seem proper to the board of county commissioners.

3. If a corporation for public benefit to which property is conveyed pursuant to this section ceases to use the property for charitable or civic purposes, the property automatically reverts to the county.

4. As used in this section, "corporation for public benefit" has the meaning ascribed to it in NRS 82.021.

HISTORY: 1963, p. 690; 1969, p. 218; 1975, p. 571; 2001, ch. 363, § 1, p. 1710; 2003, ch. 177, § 1, p. 918.

NOTES:

Effect of amendment.

The 2001 amendment, effective June 5, 2001, rewrote subsection 1, adding the power of conveyance; in subsection 2, inserted "or conveyance"; and added subsections 3 and 4.

The 2003 amendment, effective October 1, 2003, substituted "99 years" for "30 years" in subsection 1(a).

Cross references.

As to lease of property to promote conservation of energy, see NRS 334.070.

HIERARCHY NOTES:

Tit. 20, Ch. 244 Note

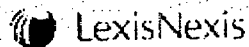
Service: Get by LEXSTAT®

TOC: Nevada Revised Statutes Annotated, Constitution, Court Rules & ALS, Combined > / > County Property > 244.284. Lease or conveyance of real property of county to corporation for public benefit.

Citation: NVCODE 244.284

View: Full

Date/Time: Monday, March 5, 2007 - 4:15 PM EST



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CARSON CITY BOARD OF SUPERVISORS

Minutes of the April 5, 2007, Meeting

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9. CITY MANAGER - Linda Ritter - ACTION TO AUTHORIZE MAYOR TEIXEIRA TO SIGN A LEASE WITH THE RETIRED SENIOR VOLUNTEER PROGRAM (RSVP) TO PROVIDE VARIOUS VOLUNTEER SERVICES FOR SENIOR CITIZENS AT 3303 BUTTI WAY, BUILDING #1, THE LOCATION OF THE FORMER HEALTH AND HUMAN SERVICES DEPARTMENT - RSVP

Executive Director Janice Ayres - Ms. Ayres briefly described her tenure on the Board and expressed her belief that the community needs the current Board members. She asked that the Board approve the lease agreement. She acknowledged that the agreement will decrease the City's financial support of RSVP. The agreement will allow them to know where their office will be for the next five years. She indicated an intent to seek additional funding if and when the City's retail sales tax revenue improves. Discussion explained that RSVP has four vans and needs an area for employee parking. Ms. Ritter indicated that RSVP will need to obtain a letter from the City allowing RSVP to park its vans overnight. The letter will be provided if the vans are used to provide RSVP services. The referenced clause prohibits storing vehicles in the parking area. The Community Counseling Center's lease of the Health Services Building was the model for the RSVP lease. The space is being turned over to RSVP in an "as is" condition. Supervisor Aldean suggested a revision to Page 3 to indicate that RSVP "accepts the premises as is and shall at its own expense maintain the premises in good condition and repair...". Ms. Ayres indicated that the revision is acceptable. Ms. Ritter indicated that staff will look into the feasibility of providing JAC service to the facility. Supervisor Staub pointed out that the maintenance provision in Article IV conflicts with Supervisor Aldean's suggested amendment. Discussion explored reasons for including Supervisor Aldean's recommendation. Ms. Ritter suggested that the acceptance of the premises in its current condition be placed in a separate paragraph. Ms. Ayres concurred. Mayor Teixeira indicated that Ms. Ayres had stipulated to the suggested amendment. Supervisor Livermore expressed the hope that it would not cost RSVP \$50,000 to make the facility usable. He urged the Board to not make the conditions so stringent that it makes RSVP responsible for all maintenance. RSVP provides a lot of resources to the community/City. Discussion indicated that Ms. Ayres had taken a tour of the facility. She was willing to accept it in its current condition. She also indicated that they had done a lot to the current facility as indicated by her verbal list of items. The current site provides 1800 square feet of space. The City's site has more space and allows them to have their Board meeting in one room. They pay \$19,200 a year for the current building. Ms. Ritter indicated that the City had replaced the carpet in the proposed facility. It was recently remodeled. The building is in good condition. Public comments were solicited but none were given. Supervisor Williamson moved to authorize Mayor Teixeira to sign a lease with the Nevada Rural Counties RSVP Program, Inc., RSVP, providing various services for senior citizens at 3303 Butti Way, Building No. 1, the location of the former Health and Human Services Department; and the fiscal impact: the lease rent was established at \$1.00 per year for five years; 100% of the utilities are to be paid by RSVP. Supervisor

Livermore seconded the motion. Discussion indicated that the revision suggested by Supervisor Aldean was to be considered a stipulation. It is not necessary to make an amendment to the lease. The motion to approve the lease as indicated was voted and carried 5-0.