

Item # 7B

**City of Carson City
Agenda Report**

Date Submitted: January 5, 2008

Agenda Date Requested: January 17, 2008

Time Requested: 5 Minutes

To: Board of Supervisors

From: Linda Ritter, City Manager

Subject Title: Action to approve a request from the Retired Senior Volunteer Program for reimbursement of \$7,786 in repair costs associated with the leased space at 3303 Butti Way, Building 1.

Staff Summary: The Retired Senior Volunteer Program(RSVP) entered into a lease with Carson City to occupy the former Health and Human Services facility at 3303 Butti Way, Building 1 on April 5, 2007. Certain repairs have been made by RSVP on the building, including a new HVAC system, water heater and replacement of a window. RSVP is asking the Board of Supervisors to reimburse them for these expenses.

Type of Action Requested: (check one)

Resolution Ordinance

Formal Action/Motion No Action, Presentation Only

Does This Action Require A Business Impact Statement: Yes (XX) No

Recommended Board Action: Staff is not providing a recommendation on this item.

Explanation for Recommended Board Action:

Applicable Statute, Code, Policy, Rule or Regulation: n/a

Fiscal Impact: \$7,786

Explanation of Impact: Reimbursement requested

Funding Source: Capital Fund / funds set aside for facility repair

Alternatives: None offered

Supporting Material: List of repairs made by RSVP, Lease between Carson City and RSVP.

Prepared By: Linda Ritter, City Manager

Reviewed By:

(Department Head)
Debbie
(City Manager)
Melanie Bunkert
(District Attorney)
Debbie President
(Finance Director)

Date: _____

Date: 1-8-08Date: 1-8-08Date: 1/8/08**Board Action Taken:**

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

(Vote Recorded By)

From: "Janice Ayres" <branded@rsvp.carson-city.nv.us>
To: "Linda Ritter" <LRitter@ci.carson-city.nv.us>
Date: 1/3/2008 4:36:08 PM
Subject: RE: Request for reimbursement of repairs

Hi Linda:

Please place this item on the BOS next available agenda. Thanks. Happy New Year to you too!

Janice

-----Original Message-----

From: Linda Ritter [mailto:LRitter@ci.carson-city.nv.us]
Sent: Wednesday, January 02, 2008 8:07 AM
To: Janice Ayres
Cc: Janet Busse
Subject: Request for reimbursement of repairs

Janice,

Sorry for the delay in getting to you on your request for reimbursement of expenses related replacement of the HVAC system, water heater and one window. I have reviewed the lease, and in particular, Paragraph 4, which reads:

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.

Because the HVAC equipment is specifically listed in the lease, I can not authorize reimbursement of this expense without specific Board approval. Additionally, because plumbing is specifically listed, I cannot reimburse RSVP for the Water Heater. I believe I can reasonably reimburse RSVP for the replacement of the window. Please forward documentation regarding the cost of the window replacement to me and we will process that reimbursement.

You can request reimbursement of the other items through the Board of Supervisors. This can be done as part of your Community Support request or you can pursue it separately. To pursue it separately, forward a letter of request to me and I will place it on the next available agenda.

If you have any questions, please give me a call at any time.

Happy New Year.

MOVING EXPENSE

2007

Date	Payee	Amount	Item/Service	City
04/30/07	Carson Valley Movers	\$ 1,448.92	Moving	
05/01/07	Carson Valley Movers	\$ 1,448.92	Moving	
05/04/07	American Document	\$ 40.00	Doc Destroy	
05/09/07	Office Plus	\$ 419.97	Shelving	
05/10/07	American Document	\$ 40.00	Doc Destroy	
05/15/07	American Document	\$ 40.00	Doc Destroy	
05/25/07	Rosa Franco	\$ 100.00	Clean 444 E Wm	
05/31/07	Bill Brownlee	\$ 720.00	IT	
06/01/07	Rosa Franco	\$ 125.00	Clean 3303 Butti	
06/05/07	Randy Dixon	\$ 1,528.34	Painting	
06/05/07	Pacific States	\$ 717.72	Moving Phones	
06/05/07	SignPro	\$ 200.00	Sign	
06/05/07	Office Plus	\$ 333.00	Filing Cabinet	
06/07/07	Carson City Oak	\$ 499.00	Desk	
06/07/07	Curtis Ingram	\$ 35.00	Moving	
06/07/07	Pacific States	\$ 95.00	Moving Phones	
06/12/07	Randy Dixon	\$ 205.00	Painting	
06/12/07	Office Plus	\$ 329.81	Printer	
06/13/07	AT&T	\$ 154.00	Moving Phones	
06/18/07	Office Plus	\$ 316.00	Chair	
06/26/07	AT&T	\$ 440.00	Moving Phones	
07/05/07	Radio Shack	\$ 34.27	Cables	
07/05/07	Lowe's	\$ 48.17	Shelving	
07/05/07	Randy Dixon	\$ 4,000.00	Remodeling	
07/09/07	G&R Pest Control	\$ 165.00	Pest	
07/13/07	Silver State Windows	\$ 110.00	Cleaning Windows	
07/17/07	Randy Dixon	\$ 2,500.00	Remodeling	
07/17/07	Brilliant Blinds	\$ 1,266.00	Blinds	\$ 1,266
07/31/07	Brilliant Blinds	\$ 1,266.00	Blinds	\$ 1,266
08/02/07	Mountain Aire	\$ 7,360.00	Heat & Air Cond	\$ 7,360
08/31/07	Langford Construction	\$ 400.00	Obtain Permit	
09/18/07	City of Carson	\$ 319.30	Obtain Permit	
10/19/07	Marty Martinez	\$ 113.76	Replace window	\$ 114
10/22/07	Randy Dixon	\$ 765.00	Remodeling	
10/22/07	Randy Dixon	\$ 682.29	Replace Water Htr	\$ 312
10/22/07	Tom Noble	\$ 4,455.00	Remodeling	
10/25/07	Randy Dixon	\$ 5,850.00	Remodeling	
11/13/2007	SIGNPRO	\$ 220.00	Moving RSVP sign	
11/13/2007	Marty Martinez	\$ 305.80	Remodeling	
11/13/2007	Marty Martinez	\$ 544.40	Remodeling	
11/16/2007	Randy Dixon (to be paid)	\$ 5,850.00	To finish Remodel	
11/16/2007	AT&T	\$ 196.09	Relocate Mike's phone	
11/27/2007	Tom Noble	\$ 2,642.00	Remodeling	
TOTAL		\$ 48,328.76		\$ 10,318

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

366345

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 dispossess 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.

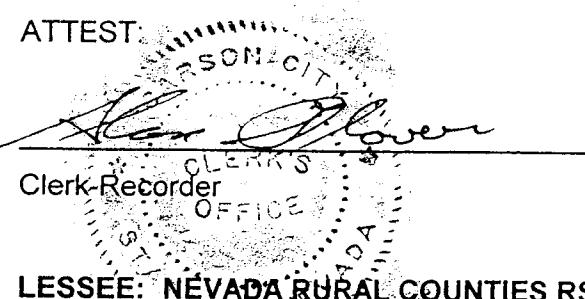
IN WITNESS WHEREOF, the parties hereto have inscribed their names, and if corporations, have authorized their officers by resolution to execute this Lease in duplicate, the day and year herein above written.

LESSOR: CARSON CITY

By:

Marv Teixeira, Mayor

ATTEST:



LESSEE: NEVADA RURAL COUNTIES RSVP PROGRAM, INC.
Non-Profit Corporation

By:

Janice Ayres, Director

Approved as to legal form:

Neil A. Rombardo

District Attorney

Melanie Baskett

Deputy District Attorney