



TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH **DATE:** October 28, 2021

RE: *Approve Interlocal Sublease Agreement between the City of Las Vegas and Southern Nevada Health District*

PETITION #16-22

That the Southern Nevada District Board of Health *approves the Interlocal Sublease Agreement with the City of Las Vegas*

PETITIONERS:

Sean Beckham, Facilities Manager *SB*
Fermin Leguen, MD, MPH District Health Officer *FL*

DISCUSSION:

The Health District proposes to sublease 3,650 square feet of clinic space at 2950 East Bonanza Road, Las Vegas, NV 89101. This site will serve as our temporary East Las Vegas clinic.

FUNDING:

\$6,570 per month. Lease term is 6 months.

INTERLOCAL SUBLEASE AGREEMENT

THIS INTERLOCAL SUBLEASE AGREEMENT, (“Sublease”) is made and entered into this ____ day of _____, 2021, by and between the CITY OF LAS VEGAS (“Landlord”), and THE SOUTHERN NEVADA HEALTH DISTRICT, a Nevada governmental agency (“Tenant”). Landlord and Tenant are individually referred to herein as a “Party” and collectively referred to herein as “Parties”.

WITNESSETH:

WHEREAS, the Strong Start Academy Wardelle, a nonprofit corporation organized and existing under the laws of the State of Nevada (“Master Landlord”), is the owner of a leasehold interest in a certain parcel of real property situated in the City, with Assessor’s Parcel Numbers 139-25-404-012 and 139-25-405-011 and as more particularly described in Exhibit A hereto (collectively, the “Real Property”) pursuant to the Site Lease (the “Site Lease”) dated October 29, 2020 between the Southern Nevada Regional Housing Authority, a Nevada public housing authority (the “Fee Owner”), and Master Landlord;

WHEREAS, the Master Landlord has constructed a new facility on the Real Property consisting of approximately 18,495 square feet (the “Building Improvements”). The Real Property and the Building Improvements are herein referred to as the “Project”.

WHEREAS, the Master Landlord and has leased the Real Property and Building Improvements to Landlord pursuant to that Lease Agreement dated October 29, 2020 (the “Master Lease”) and has assigned its right to receive payments under the Master Lease and its right to enforce its interest and rights under the Master Lease in the event of a default under the Master Lease by the City, to LVCIC Sub-CDE X, LLC, a Nevada limited liability company (the “CDE Lender”).

WHEREAS, the U.S. Department of Housing and Urban Development (“HUD”), the Fee Owner, the Master Landlord and Landlord have entered into that that certain Use Agreement (Ernie Cragin Terrace) dated as of October 20, 2020 (“HUD Use Agreement”).

WHEREAS, Tenant desires to sublease space in the Project to operate a public health clinic (the “Clinic”).

WHEREAS, Landlord desires to sublease to Tenant, and Tenant desires to sublease from Landlord, space in the Project to operate the Clinic.

WHEREAS, the Master Lease requires that certain terms and conditions be included in this Sublease which are set forth in Exhibit D attached hereto and hereby incorporated herein.

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform.

NOW, THEREFORE, for and in consideration of the foregoing and the covenants, terms and conditions herein contained, the Parties agree as follows:

1. SUBLEASE OF PREMISES; REQUIRED SUBLEASE TERMS; RIGHT OF ENTRY

A. SUBLEASE OF PREMISES. Landlord hereby subleases to Tenant, and Tenant hereby subleases from Landlord, in accordance with the provisions of this Sublease a total of 3,650 square feet of gross leasable area in the Project (the "Premises") as depicted in Exhibit "B" attached hereto.

B. REQUIRED MASTER LEASE TERMS. Attached hereto as Exhibit D are terms and conditions required to be incorporated into this Sublease by the Master Lease. The Parties hereby agree that (i) that the terms and conditions set forth in Exhibit D are required by the Master Lease to be part of this Sublease, (ii) the terms and conditions set forth in Exhibit D are hereby incorporated into this Sublease in all respects and (iii) in the event of any conflict between the terms and conditions of Exhibit D and any other terms of this Sublease, the terms of Exhibit D shall govern and control in all respects.

C. RIGHT OF ENTRY. Tenant agrees that Landlord and any authorized representative of Landlord (the "Landlord Representative") shall have the right at all reasonable times to enter upon and to examine and inspect the Premises so long as Landlord does not unreasonably disrupt Tenant's business operations.

2. TERM OF SUBLEASE.

Unless earlier terminated pursuant to the terms of this Sublease, this Sublease shall be for a term of six (6) months (the "Term"), beginning, on the Commencement Date, as defined in Section 3. If Landlord is unable to timely deliver the Premises by the Commencement Date, Base Rent and all other sums payable by Tenant shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay or have any right to terminate this Sublease unless such delay exceeds one hundred eighty (180) days.

Tenant shall have one (1) option to extend the Term for six (6) months ("Option Term"). Tenant shall exercise such option by giving written notice to Landlord not less than forty-five (45) days prior to the then expiration date of the Term. All extensions of the Term shall be at the same Base Rent set forth below and upon all of the same covenants, conditions and provisions as provided in this Sublease. Tenant shall not be entitled to exercise any extension option if it is in default of this Sublease at the time it attempts to exercise an option to extend.

3. SUBLEASE COMMENCEMENT DATE.

The Sublease commencement date herein ("Commencement Date") of the Term shall be the date of City Council approval of the Sublease.

4. BASE RENT AND RENT COMMENCEMENT.

A. BASE RENT.

Throughout the Term, and except as otherwise set forth herein, Tenant shall be required to make all rental and other payments to Landlord. Subject to paragraph B below, Tenant agrees to pay Landlord, commencing on the Commencement Date (“Rent Commencement Date”) and on each month after the Commencement Date, as monthly base rent for the Premises, the total sum of Six Thousand Five Hundred Seventy Dollars (\$6,570.00) per month for the Premises (the “Base Rent”), without demand, abatement, offset or reduction except as otherwise set forth herein, payable monthly on the Commencement Date and on the same date of each month thereafter to Landlord at City of Las Vegas Department of Finance Services, 495 South Main Street, 4th Floor, Las Vegas, Nevada 89101.

Landlord agrees that Tenant shall not be required to pay or reimburse any costs or expenses incurred by Landlord in the operation and maintenance of the Project.

4. COMMUNITY BENEFIT REPORTS.

Tenant shall provide to Landlord promptly all information as requested by Landlord in connection with the Community Benefits Agreement between the Master Landlord and the CDE Lender dated October 29, 2020, including the reporting form attached hereto as Exhibit E completed by Tenant. Landlord will contact Tenant when such report is required and Tenant will promptly provide all required information. This obligation will survive the expiration or other termination of this Sublease.

5. CONDITION OF PREMISES.

Tenant hereby agrees that it is accepting the Premises in their current state of improvement and condition and has fully investigated the suitability of the Premises for Tenant’s intended use of the Premises. Tenant acknowledges that its lease of the Premises is on an “as-is” “where-is” and “with all faults” basis without any implied warranties. Tenant agrees that Landlord will not be providing any funds or services for the improvement, alteration or furnishing of the Premises.

Tenant acknowledges that Landlord has installed a card reader at the front door for ingress into the Premises. Tenant agrees that if it wants to use the card access that it must obtain the cards on at its cost own directly from the supplier of the cards. In addition, Landlord has installed in the Premises security cameras and glass break and motion detector hook-ups. Tenant agrees that in order to activate the security camera, motion detector and glass break detectors that it must contact the providers thereof on its own and pay all expenses thereto. All costs related to the operation of the security cameras, motions detector and glass break detectors shall be the sole responsibility of Tenant.

6. SECURITY DEPOSIT

Landlord agrees that Tenant will not be required to post a security deposit with Landlord.

7. TENANT REPRESENTATIONS.

The Tenant represents, covenants and warrants to the City as follows:

A. DUE ORGANIZATION AND EXISTENCE.

Tenant is duly organized, validly existing and in good standing under the laws of Nevada and is qualified to do business in the State of Nevada; has power to enter into this Sublease; is possessed of full power to own, hold, lease and sell real and personal property; and has duly authorized the execution and delivery of all of the aforesaid agreements.

B. AUTHORIZATION.

This Sublease and all agreements and instruments contemplated by this Sublease to which Tenant is a party or signatory have been duly authorized, executed, and delivered by Tenant and constitute the legal, valid and binding obligations of Tenant enforceable in accordance with their terms. All requisite organizational action of Tenant has been taken to authorize the execution, delivery and performance of this Sublease and all transactions contemplated hereby.

C. NO VIOLATIONS.

Neither the execution and delivery of this Sublease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Tenant is now a party or by which Tenant is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of Tenant, or upon the Facility.

D. NO ADVERSE ACTION.

There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, pending or, to the knowledge of Tenant, threatened against Tenant or its properties or operations: (i) in any way contesting or affecting the validity of this Sublease, the application of any moneys or security provided for the payment of Base Rent, or (ii) which, if determined adversely to the interests of Tenant or its interests, would have a material and adverse effect on the consummation of the transactions contemplated by, or the validity of, this Sublease.

8. SERVICES.

A. LANDLORD'S OBLIGATIONS.

Landlord shall provide all janitorial and maintenance services with respect to the exterior of the Project as well as common areas (including common restrooms and hallways), maintenance of the landscaped areas, as well as parking lot and sidewalks. In addition, Landlord shall cause the removal of trash and rubbish from the designated central collection area for said items. Tenant acknowledges that Landlord will not be providing any security to the Premises or

the Project.

B. TENANT'S OBLIGATIONS.

Tenant shall pay the cost of all janitorial services with respect to the interior of the Premises, as well as the maintenance and replacement of all light bulbs, tubes, ballasts, and starters (as needed) within the interior of the Premises.

9. UTILITIES.

Landlord shall pay the cost for the following utilities or services furnished to the Premises as required by the Tenant for use and occupation of the Premises: electricity, natural gas, and water. Tenant agrees to contract with and pay directly all other services, including telephone, cable, internet, security system if any, and other utilities or services.

Tenant acknowledges that Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilize excessive amounts of electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

10. REPAIRS AND MAINTENANCE.

A. LANDLORD

Landlord will maintain and repair, in a manner generally consistent with the maintenance and repair of similar properties controlled by Landlord, the exterior and structure of the Project, including: (i) electrical, plumbing, HVAC components and all building systems and/or fixtures serving the Premises; (ii) roof and all structural components including walls and foundation of the Premises; and, (iii) all common areas and elements of the Project (including but not limited to the connections for all utilities). If Landlord fails, after receiving thirty (30) days prior written notice from Tenant, to cure such default (except that, in an emergency, Tenant need not provide such notice or period to cure), Tenant may contract with appropriate service professionals to perform the maintenance and repairs. Tenant shall submit paid invoices (with proof of payments) for the costs of any professional services relative to said maintenance and repairs to Landlord for reimbursement. Subject to Landlord's review and approval of any paid invoices, Landlord will reimburse Tenant within 30 days of receipt of each paid invoice. In addition, Tenant shall have the right and option to deduct the cost of any such repairs from the Base Rent so long as Tenant provides Landlord with paid invoices (with proof of payments) no less than ten (10) days prior to deducting any amounts from the Base Rent. Tenant shall maintain the interior of the Premises and its furniture, fixtures and equipment located therein in a good and clean condition.

B. TENANT

Tenant will keep the Premises in good repair and condition at all times. Tenant shall maintain the interior of the Premises and its furniture, fixtures and equipment located therein

in a good repair and clean condition at all times. If Tenant fails after receiving thirty (30) days prior written notice from Landlord to cure any default of this obligation (except that, in an emergency, Landlord need not provide such notice or period to cure), Landlord may enter into the Premises and perform the maintenance and repairs and charge the costs to Tenant.

11. USE OF PREMISES.

A. PERMITTED USES.

Tenant agrees to use Premises solely for the purpose of operating the Clinic. Tenant will not use or permit the Premises to be used for any other purpose not described in this Section without the prior written consent of Landlord. Tenant agrees that in all events that Premises shall only be used as an education facility, learning garden, health and wellness center and related community facilities in accordance with the terms of the HUD Use Agreement.

B. EXCLUDED USES.

In any and all events, Tenant agrees not to use the Premises for any use related to the operation of any of the Excluded Businesses listed in the Sub-Tenant New Markets Tax Credit Disclosure attached hereto as Exhibit "C". Any failure of Tenant or any subtenant of Tenant to strictly comply with the requirements of Exhibit "C" shall be a material default of Tenant under this Sublease by Tenant and as a result Landlord shall have the right to immediately terminate this Sublease to the extent permitted by applicable law subject to the minimum notice requirements of applicable law.

12. SIGNAGE.

Tenant may add signage to the glass on the entrance to the Premises. Such signage shall be in removable vinyl material. The signage shall contain the name of Tenant, hours of operation and other information which Tenant requires. Tenant shall have no other rights to post signage on the exterior of the Building Improvements.

13. LAWS, WASTE, NUISANCE.

Tenant covenants that it:

A. Will not use or suffer or permit any person or persons to use the Premises or any part thereof for conducting thereon any activity not authorized in this Sublease;

B. Will comply with all laws, ordinances, regulations and requirements relating to Tenant's particular use of the Premises, now in force or which hereafter may be in force, of any lawful governmental body or authority having jurisdiction over the Premises; and

C. Will not suffer, permit or commit any nuisance or waste on the Premises.

14. ALTERATIONS.

Tenant shall not make any alterations, additions or improvements in and to the Premises without Landlord's prior approval. Any such alteration, addition or improvement shall be performed in a workmanlike manner, in accordance with all applicable governmental regulations and requirements, and shall not weaken or impair the structural strength of the Premises.

15. PAYMENT OF TAXES.

Tenant shall be responsible for any taxes on its personal property located at the Premises or for real property taxes assessed for its possessory use of the Premises. Landlord shall have no responsibility or liability to pay any personal property taxes because of any personal property brought upon or used by Tenant in connection with the Premises and/or any real property taxes due to its possessory use of the Premises, and Tenant agrees to pay, and to indemnify Landlord concerning, any such taxes that may be assessed.

16. COMPLIANCE WITH THE LAW.

Landlord 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 Sections 12101 through 12213 and 47 USC Section 225.611) and their underlying regulations and rules, which are applicable to the Premises. Nothing herein contained shall be construed to restrict the Landlord from contesting the validity of any such regulation, rule or ordinance, provided the Landlord indemnifies the Tenant to its reasonable satisfaction against the consequences of non-compliance during the period of dispute.

Tenant 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 Sections 12101 through 12213 and 47 USC Section 225.611) and their underlying regulations and rules, which are applicable to Tenant's particular use of the Premises. Nothing herein contained shall be construed to restrict the Tenant from contesting the validity of any such regulation, rule or ordinance, provided the Tenant indemnifies the Landlord to its reasonable satisfaction against the consequences of non-compliance during the period of dispute.

17. INDEMNIFICATION AND INSURANCE.

Except where caused by the gross negligence or willful misconduct of Landlord or its employees, officers, directors, agents, representatives or contractors, Tenant hereby agrees to protect, indemnify, and hold the Landlord, its officers, employees and agents, harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs, which the Landlord, its officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from the Landlord, its officers, employees or agents, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of the Tenant or its officers, employees, contractors,

subcontractors, agents, volunteers or anyone who is directly or indirectly employed by, or is acting in concert with, the Tenant, its officers, employees, contractors, subcontractors, volunteers or agents in the performance of this Sublease.

In this connection, the Tenant expressly agrees, at its sole cost and expense, to defend the Landlord, its officers, employees and agents, in any suit or action that may be brought against it or them, or any of them, by reason of any act or omission, negligent or otherwise, against which the Tenant has agreed to indemnify the Landlord, its officers, employees and agents. If the Tenant fails so to do, the Landlord shall have the right, but not the obligation to defend same and to charge all of the direct and incidental costs of such defense, including reasonable attorneys' fees and court costs, to the Tenant.

As the public health authority for Clark County, Nevada statutorily created pursuant to NRS Chapter 439, the Tenant is a self-insured entity of the State of Nevada, and that, with respect to workers' compensation, the Tenant certifies it is qualified pursuant to statutory authority. Requirements and claims are handled in accordance with NRS Chapter 41.

As a statutorily created municipality, the Landlord is a self-insured political subdivision of the State of Nevada. Landlord certifies that, it is a self-insured entity.

18. WAIVER OF SUBROGATION.

Tenant hereby waives, and Landlord hereby waives, any rights each may have against the other for loss or damage to its property or property in which it may have an interest, where such loss is caused by a peril of the type generally covered by fire or hazard insurance with extended coverage or arising from any cause which the claiming party was obligated to insure against under this Sublease, and the Tenant and Landlord, each waives any right of subrogation that it might otherwise have against the other party.

19. SURRENDER OF PREMISES.

Upon expiration or other authorized termination of this Sublease, Tenant shall surrender the Premises in the same condition as they were in at the commencement of this Sublease except for additions, alterations or changes specifically authorized by Landlord and reasonable wear and tear, and shall deliver all keys to Landlord. Before surrendering the Premises, Tenant shall remove all of its personal property, all signage and trade fixtures (collectively, "Personal Property") and shall repair any damage caused by such property or the removal thereof. If Tenant fails to remove Personal Property upon the expiration or other authorized termination of this Sublease, Landlord will remove and store such Personal Property for 90 days. If unclaimed by Tenant prior to the end of the 90-day storage period, Landlord shall deem such Personal Property abandoned and the property of Landlord effective on the 91st day of Personal Property storage.

20. HOLDING OVER.

Any holding over by the Tenant after the expiration or other termination of the Term shall be construed to be a tenancy from month to month, terminable on one month's written notice, at 125% of the then current Base Rent and on all other terms and conditions of this Lease.

21. SALE OF PREMISES.

Landlord reserves the right at any time to sell, convey or otherwise transfer its interest in the Premises or any portion thereof and to assign this Lease in connection therewith.

22. EMINENT DOMAIN.

In the event the Premises, or any part thereof or interest therein, is taken or condemned for a public or quasi-public use, or is conveyed in lieu thereof (herein referred to as a "condemnation"), the rights of the Landlord and Tenant in respect of the condemnation proceeding shall be determined as provided herein. Any condemnation allowance or award or judgment relating thereto, allowed or awarded to the Landlord or Tenant and any interest thereon ("condemnation proceeds") will be paid as provided herein. If the condemnation results in a taking of a portion of the Premises, the condemnation proceeds will be applied in the following order: (i) to pay for the restoration of the affected areas of the Premises and any personal or other property of Tenant, unless the Sublease is terminated, (ii) in reimbursement to Tenant of any amounts paid by it for real estate taxes or special assessments and which are included in the award, if any, constituting part of the award, and (iii) to Landlord and Tenant in proportion of the fee simple interest and subleasehold interest taken or affected by the condemnation, unless this Sublease is terminated.

In the event a substantial portion or all of the Premises is taken in condemnation proceedings, or any portion is taken and Tenant, in its reasonable judgment, cannot substantially continue to conduct business in the Premises contemplated under this Sublease, then Tenant may either terminate this Sublease by notice to Tenant or, at its option, retain the Premises. If the Sublease is not terminated, the condemnation proceeds for the partial taking will be payable as provided herein. If this Sublease is terminated as a result of such condemnation, then condemnation proceeds shall be used first to the payment of the loss of any fixtures, personal property and moving expenses of Tenant and the loss of Tenant's subleasehold estate in connection with the condemnation and the balance to the Landlord.

In the event that any portion of the Premises are taken or adversely affected by a condemnation proceeding, then Landlord to the extent reasonably practicable, and weather permitting, shall restore that portion of the Premises taken or adversely affected by the condemnation, unless Tenant elects to terminate this Sublease as provided herein. All restoration work shall be done in a diligent and good and workmanlike manner and shall be completed no later than sixty days after the occurrence of the condemnation. If Tenant cannot operate its business in the Premises as a result of a condemnation, and does not elect to terminate this Sublease, then a proportionate allowance shall be made to Tenant for the rent corresponding to the time during which, and to the part of the Premises of which, Tenant is so deprived on account of such taking and restoration

23. DAMAGE OR DESTRUCTION.

A. Tenant shall give prompt notice to Landlord in case of fire or accidents in or near the Premises.

B. If the Premises are partially damaged by fire or other casualty, Landlord shall repair such damage at its cost, subject to Tenant's option contained in subsection C of this Section, and rent, and all other sums payable by Tenant shall be abated according to the part of the Premises which remains unusable by Tenant until such repairs are completed. Landlord's obligation will be to restore the Premises to the condition prior to the completion of the Tenant Improvements and Tenant shall be obligated to restore the Tenant Improvements.

C. If the Premises are substantially or totally destroyed, or if the Premises are damaged so extensively that they cannot, in Tenant's opinion, be repaired within 30 days after commencement of such repairs, then Tenant may, at its option, within 30 days after such damage or destruction give Landlord written notice thereof and this Sublease shall thereupon be canceled effective as of the date of the occurrence of such damage or destruction, or Tenant may elect to repair and rebuild, in which event this Sublease shall remain in effect and rent and all other sums payable by Tenant shall be abated in proportion to the part of the Premises which are unusable by Tenant.

D. If any damage referred to in this Section is due in whole or in part to the act, neglect, fault or omission of Tenant, there shall be no abatement of rent.

24. ASSIGNMENT AND SUBLETTING.

Tenant agrees that it shall have no right to assign this Sublease or to sublet any space in the Premises without the prior written consent of Landlord which may be withheld or granted at Landlord's discretion. In addition, Tenant agrees that during the term of the HUD Use Agreement, neither such Tenant nor any interest of the Tenant shall be sold, mortgaged, pledged, assigned, or transferred by Tenant by voluntary act or by operation of law or otherwise, except with the prior written consent of the Landlord, the Master Landlord, the Fee Owner and HUD.

25. BREACH, DEFAULT AND REMEDIES.

A. TENANT DEFAULT.

If one or more of the following events (sometimes called "Events of Default") will happen and be continuing:

(i) Tenant defaults in the payment of Rent or any other sums provided to be paid hereunder and such default continues for ten (10) business days after Landlord has given Tenant written notice thereof; or

(ii) Tenant defaults in observance or performance of any other covenant, condition, agreement or provision hereof and Tenant fails to remedy such default within thirty (30) days after notice thereof from Landlord to Tenant specifying the nature of the default (or, in the event the default cannot be cured within such period, Tenant will fail to initiate action to remedy such default within said period and to prosecute the same to completion with due diligence).

Then, Landlord may enforce the provisions of this Sublease and enforce and protect the right of Landlord hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein or for the enforcement of any other appropriate legal or equitable remedy. Landlord may in addition to any other remedy it may have under law or equity at its option terminate this Sublease or reenter and retake possession, with or without terminating the Sublease. In the case of reentry and repossession, Landlord shall give Tenant reasonable notification so that arrangements for the removal of property can be made. No remedy herein conferred will be considered exclusive of any other remedy conferred by this Sublease or by law, but all such remedies will be cumulative. Every power and remedy given by this Sublease may be exercised from time to time and as often as the occasion may arise. No delay or omission of either party to exercise any power, right or remedy will impair any such power, right or remedy. No waiver of any breach or any covenant, agreement or provision of this Sublease will be construed or held to be a waiver of any other breach, covenant, agreement or provision by either party. Notwithstanding anything contained herein to the contrary, there shall be no acceleration of the Rent as a result of an event of default by Tenant under this Sublease, provided, however, that Tenant shall remain obligated to pay all Base Rent and all other amounts due under this Sublease until the date of termination of the Sublease. Landlord shall use commercially reasonable efforts to mitigate its damages in the event of a default by Tenant under this Sublease.

Notwithstanding anything to the contrary contained herein, Tenant agrees that Tenant's violation of the provisions of Exhibit "C" shall give Landlord the right to immediately terminate this Sublease without any right of Tenant to cure such violation.

B. LANDLORD DEFAULT.

If one or more of the following events will happen and be continuing: (a) Landlord defaults in the payment of any sum payable by it hereunder within thirty (30) days after receipt of notice thereof; or (b) Landlord defaults in the observance or performance of any other covenant, agreement or provision hereof and Landlord fails to remedy such default within thirty (30) days after notice thereof from Tenant to Landlord specifying the nature of the default or, in the event the default cannot be cured within such time period, Landlord will fail to initiate action to remedy such default within said period and to prosecute the same to completion with due diligence; provided, however, Landlord may not be accorded notice or an opportunity to cure if such default materially and adversely interferes with Tenant's conduct of business in the Premises or creates and emergency situation of an impending peril to either property or person. In such event, except as otherwise provided herein. Tenant's sole remedy will be to terminate this Sublease upon written notice to Landlord. Notwithstanding any other provisions of this Sublease, no obligation assumed by or imposed upon Landlord by this Sublease shall require the performance of any act by Landlord, or the payment of any sums by Landlord, except to the extent, if any, that the cost and expense of such performance and/or payment may be paid or reimbursed from the proceeds of funds legally available and provided to Landlord to the meet the cost and expense of such performance or payment.

26. NO PARTNERSHIP.

Landlord does not by this Sublease, in any way or for any purpose, become a partner or joint venture of Tenant in the conduct of its business or otherwise.

27. FORCE MAJEURE.

Tenant and Landlord shall each be excused for the period of any delay in the performance of any obligation hereunder when prevented from doing so by cause or causes beyond that party's control, including labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, or acts of God.

28. NO WAIVER.

Failure of either the Tenant or Landlord to insist upon the strict performance of any provision or to exercise any option hereunder in any one or more instances shall not be deemed a waiver or relinquishment of its right to do so in the future. No provision of this Sublease shall be deemed to have been waived by Tenant or Landlord unless such waiver is in writing.

29. BROKERS.

Each party warrants and represents to the other that no broker, finder or other intermediary hired or employed by it is entitled to a commission, finder's fee or other compensation based upon the transaction contemplated by this Sublease and hereby each party (the "Indemnitor") shall indemnify and hold harmless other party from and against any and all liens, demands, liabilities, causes of action, judgments, costs, claims, damages, suits, losses and expenses, or any combination thereof, including attorneys' fees, of any nature, kind or description, caused by or arising out of the claim of any broker, finder or other intermediary alleging to have a been employed or hired by the Indemnitor, to a commission, finder's fee or other compensation based upon the transactions contemplated hereby.

30. PROVISIONS BINDING.

Except as otherwise provided, all provisions herein shall be binding upon and shall inure to the benefit of the Parties, their representatives, heirs, successors and assigns.

31. NON-DISCRIMINATION.

Tenant agrees that the Premises will not be segregated with respect to race, color, religion or national origin; that it will not segregate or discriminate on such grounds with respect to public utilization of or access to the Premises; and that it will comply with all federal laws and regulations that prohibit discrimination in connection with federally funded programs.

32. ENTIRE AGREEMENT.

This Sublease, including any exhibits attached hereto, sets forth the entire agreement between the Parties relating to and concerning the Premises. Any prior conversations or writings concerning the Sublease of the Premises are merged herein and extinguished. This Agreement includes Exhibits A, B, C, D and E attached hereto and incorporated herein by reference.

33. CAPTIONS AND SECTION NUMBERS.

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

34. NOTICES.

Any notice, demand, request, or other instrument which may be or is required to be given under this Sublease shall be delivered in person or sent by certified mail, return receipt requested, and shall be sent to the following addresses or to such other addresses as the Parties may from time to time designate in writing:

If to the Landlord: City of Las Vegas
Attn: Bill Arent, Deputy Director
Economic and Urban Development Dept.
495 S. Main St., 6th Floor
Las Vegas, Nevada 89101

With a copy to: City Attorney's Office
Attn: John Ridilla,
495 S. Main St., 6th Floor
Las Vegas, Nevada 89101

If to the Tenant: Southern Nevada Health District
Attn: Contract Administrator, Legal Department
280 S. Decatur Blvd.
Las Vegas, Nevada 89107

35. PARKING.

During the term of this Sublease, Tenant along with other tenants of the Project shall be allowed to use available on-site parking for employee and Tenant invitee parking. Landlord reserves the right to assign numbered parking spaces upon the complete lease-up of the Project.

36. ACCESS.

Landlord and its agents will have the right to enter the Premises upon seventy-two (72) hour prior notice to Tenant to examine the condition of same or show the Premises to prospective tenants, or mortgagees, except for secured areas designated by Tenant. Notwithstanding the foregoing, Landlord shall not be required to furnish such notice to Tenant in the case of an emergency situation of impending peril to either person or property.

37. ESTOPPELS.

Tenant and Landlord agree to execute and deliver to the other party within fifteen (15) days from receipt of the other party's written request, estoppel certificates in a form acceptable to the requesting party, which certificates shall include information as to this Sublease as required by the requesting party, including, without limitation, whether this Sublease remains in full force and effect and whether Landlord or Tenant is in default of this Sublease.

38. MODIFICATION OR AMENDMENTS.

Upon approval of the Sublease by the City Council and after it has been fully executed by signature of all Parties, the Landlord designates the City Manager who shall have the authority to complete and execute any additional documents necessary for the completion of the intent of this contractual obligation during the original term of this Sublease, such as amendments, adjustments to monetary revenue or expenditure not to exceed twenty five thousand dollars (\$25,000.00), and recordings and filing with the City Clerk's Office. No amendment, change or modification of this Sublease shall be valid unless in writing and signed by both Landlord and Tenant.

39. GOVERNING LAW.

The interpretation and enforcement of this Sublease shall be governed in all respects by the laws of the State of Nevada.

40. COUNTERPARTS.

Each counterpart of this Sublease shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement. Delivery of this Sublease may be accomplished by facsimile transmission of this Sublease. In such event, the Parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Sublease.

41. MEMORANDUM OF SUBLEASE.

Neither this Sublease, nor any memorandum thereof, shall be recorded.

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

CITY OF LAS VEGAS

SOUTHERN NEVADA HEALTH DISTRICT

By: _____
CAROLYN G. GOODMAN, Mayor

By: _____
Fermin Leguen, MD, MPH,
District Health Officer


ATTEST:

APPROVED AS TO FORM:

LUANN D. HOLMES, MMC, City Clerk

By: _____
Heather Anderson-Fintak, Esq.
General Counsel
Southern Nevada Health District

Approved as to Form:



Counsel
10-11-21

SNHD Sublease at Wardelle

City Council Meeting _____
Item# _____

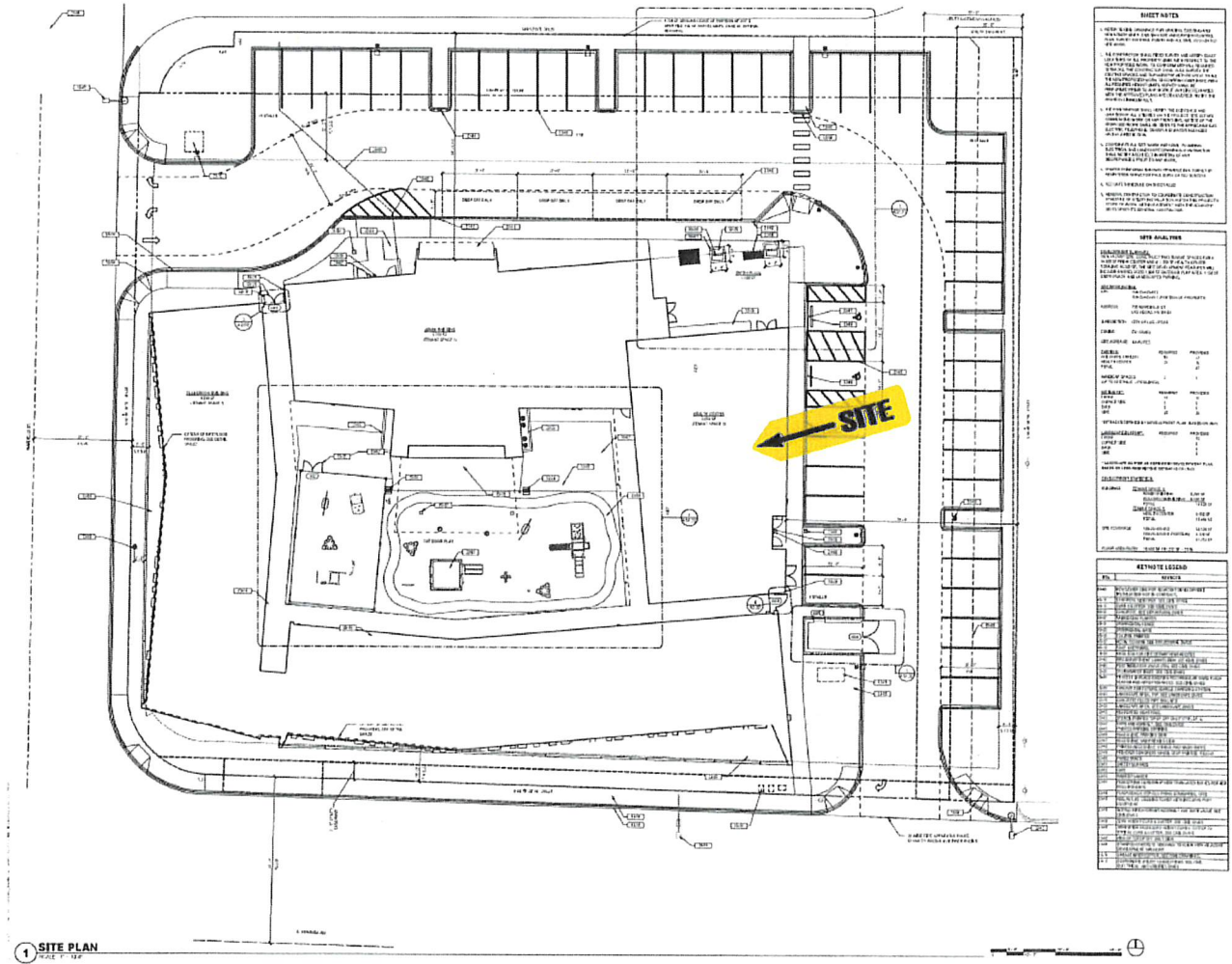
EXHIBIT "A"

SITE MAP



EXHIBIT "B"

PREMISES



1 SITE PLAN
SCALE 1" = 10'

SHEET NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF LAS VEGAS, NEVADA, AND THE STATE OF NEVADA, AND THE APPLICABLE CODES AND ORDINANCES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LAS VEGAS, NEVADA, AND THE STATE OF NEVADA.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LAS VEGAS, NEVADA, AND THE STATE OF NEVADA.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LAS VEGAS, NEVADA, AND THE STATE OF NEVADA.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LAS VEGAS, NEVADA, AND THE STATE OF NEVADA.

SITE ANALYSIS

GENERAL NOTES:

1. THE SITE IS LOCATED IN THE CITY OF LAS VEGAS, NEVADA, AND IS SUBJECT TO THE CITY OF LAS VEGAS, NEVADA, AND THE STATE OF NEVADA, AND THE APPLICABLE CODES AND ORDINANCES.

EXISTING CONDITIONS:

1. THE EXISTING CONDITIONS OF THE SITE ARE AS SHOWN ON THE ATTACHED PLANS AND SPECIFICATIONS.

PROPOSED CONDITIONS:

1. THE PROPOSED CONDITIONS OF THE SITE ARE AS SHOWN ON THE ATTACHED PLANS AND SPECIFICATIONS.

REVISIONS LOG

NO.	DATE	DESCRIPTION
1	01/15/2024	ISSUED FOR PERMITTING
2	02/01/2024	REVISIONS TO PERMITTING
3	02/15/2024	REVISIONS TO PERMITTING
4	03/01/2024	REVISIONS TO PERMITTING
5	03/15/2024	REVISIONS TO PERMITTING
6	04/01/2024	REVISIONS TO PERMITTING
7	04/15/2024	REVISIONS TO PERMITTING
8	05/01/2024	REVISIONS TO PERMITTING
9	05/15/2024	REVISIONS TO PERMITTING
10	06/01/2024	REVISIONS TO PERMITTING
11	06/15/2024	REVISIONS TO PERMITTING
12	07/01/2024	REVISIONS TO PERMITTING
13	07/15/2024	REVISIONS TO PERMITTING
14	08/01/2024	REVISIONS TO PERMITTING
15	08/15/2024	REVISIONS TO PERMITTING
16	09/01/2024	REVISIONS TO PERMITTING
17	09/15/2024	REVISIONS TO PERMITTING
18	10/01/2024	REVISIONS TO PERMITTING
19	10/15/2024	REVISIONS TO PERMITTING
20	11/01/2024	REVISIONS TO PERMITTING
21	11/15/2024	REVISIONS TO PERMITTING
22	12/01/2024	REVISIONS TO PERMITTING
23	12/15/2024	REVISIONS TO PERMITTING
24	01/01/2025	REVISIONS TO PERMITTING
25	01/15/2025	REVISIONS TO PERMITTING
26	02/01/2025	REVISIONS TO PERMITTING
27	02/15/2025	REVISIONS TO PERMITTING
28	03/01/2025	REVISIONS TO PERMITTING
29	03/15/2025	REVISIONS TO PERMITTING
30	04/01/2025	REVISIONS TO PERMITTING
31	04/15/2025	REVISIONS TO PERMITTING
32	05/01/2025	REVISIONS TO PERMITTING
33	05/15/2025	REVISIONS TO PERMITTING
34	06/01/2025	REVISIONS TO PERMITTING
35	06/15/2025	REVISIONS TO PERMITTING
36	07/01/2025	REVISIONS TO PERMITTING
37	07/15/2025	REVISIONS TO PERMITTING
38	08/01/2025	REVISIONS TO PERMITTING
39	08/15/2025	REVISIONS TO PERMITTING
40	09/01/2025	REVISIONS TO PERMITTING
41	09/15/2025	REVISIONS TO PERMITTING
42	10/01/2025	REVISIONS TO PERMITTING
43	10/15/2025	REVISIONS TO PERMITTING
44	11/01/2025	REVISIONS TO PERMITTING
45	11/15/2025	REVISIONS TO PERMITTING
46	12/01/2025	REVISIONS TO PERMITTING
47	12/15/2025	REVISIONS TO PERMITTING
48	01/01/2026	REVISIONS TO PERMITTING
49	01/15/2026	REVISIONS TO PERMITTING
50	02/01/2026	REVISIONS TO PERMITTING
51	02/15/2026	REVISIONS TO PERMITTING
52	03/01/2026	REVISIONS TO PERMITTING
53	03/15/2026	REVISIONS TO PERMITTING
54	04/01/2026	REVISIONS TO PERMITTING
55	04/15/2026	REVISIONS TO PERMITTING
56	05/01/2026	REVISIONS TO PERMITTING
57	05/15/2026	REVISIONS TO PERMITTING
58	06/01/2026	REVISIONS TO PERMITTING
59	06/15/2026	REVISIONS TO PERMITTING
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63	08/15/2026	REVISIONS TO PERMITTING
64	09/01/2026	REVISIONS TO PERMITTING
65	09/15/2026	REVISIONS TO PERMITTING
66	10/01/2026	REVISIONS TO PERMITTING
67	10/15/2026	REVISIONS TO PERMITTING
68	11/01/2026	REVISIONS TO PERMITTING
69	11/15/2026	REVISIONS TO PERMITTING
70	12/01/2026	REVISIONS TO PERMITTING
71	12/15/2026	REVISIONS TO PERMITTING
72	01/01/2027	REVISIONS TO PERMITTING
73	01/15/2027	REVISIONS TO PERMITTING
74	02/01/2027	REVISIONS TO PERMITTING
75	02/15/2027	REVISIONS TO PERMITTING
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77	03/15/2027	REVISIONS TO PERMITTING
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83	06/15/2027	REVISIONS TO PERMITTING
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85	07/15/2027	REVISIONS TO PERMITTING
86	08/01/2027	REVISIONS TO PERMITTING
87	08/15/2027	REVISIONS TO PERMITTING
88	09/01/2027	REVISIONS TO PERMITTING
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91	10/15/2027	REVISIONS TO PERMITTING
92	11/01/2027	REVISIONS TO PERMITTING
93	11/15/2027	REVISIONS TO PERMITTING
94	12/01/2027	REVISIONS TO PERMITTING
95	12/15/2027	REVISIONS TO PERMITTING
96	01/01/2028	REVISIONS TO PERMITTING
97	01/15/2028	REVISIONS TO PERMITTING
98	02/01/2028	REVISIONS TO PERMITTING
99	02/15/2028	REVISIONS TO PERMITTING
100	03/01/2028	REVISIONS TO PERMITTING

STRONG START ACADEMY
1000 S. LAS VEGAS BLVD. SUITE 100
LAS VEGAS, NV 89101

ARCHITECTURAL SITE PLAN

AS1.01

DATE: 01/15/2024

SCALE: 1" = 10'

PROJECT NO: 2023-001

DESIGNER: SIMPSON COULTER STUDIO

ARCHITECT: SIMPSON COULTER STUDIO

ENGINEER: SIMPSON COULTER STUDIO

PLANNING: SIMPSON COULTER STUDIO

LANDSCAPE: SIMPSON COULTER STUDIO

MECHANICAL: SIMPSON COULTER STUDIO

ELECTRICAL: SIMPSON COULTER STUDIO

PLUMBING: SIMPSON COULTER STUDIO

CONSTRUCTION: SIMPSON COULTER STUDIO

GENERAL CONTRACTOR: SIMPSON COULTER STUDIO

OWNER: STRONG START ACADEMY

DATE: 01/15/2024

SCALE: 1" = 10'

PROJECT NO: 2023-001

DESIGNER: SIMPSON COULTER STUDIO

ARCHITECT: SIMPSON COULTER STUDIO

ENGINEER: SIMPSON COULTER STUDIO

PLANNING: SIMPSON COULTER STUDIO

LANDSCAPE: SIMPSON COULTER STUDIO

MECHANICAL: SIMPSON COULTER STUDIO

ELECTRICAL: SIMPSON COULTER STUDIO

PLUMBING: SIMPSON COULTER STUDIO

CONSTRUCTION: SIMPSON COULTER STUDIO

GENERAL CONTRACTOR: SIMPSON COULTER STUDIO

OWNER: STRONG START ACADEMY

EXHIBIT "C"

EXCLUDED BUSINESSES RIDER

SUBTENANT NEW MARKETS TAX CREDIT ("NMTC") DISCLOSURE:

SOUTHERN NEVADA HEALTH DISTRICT ("Subtenant"), by its execution hereof, acknowledges and agrees that in addition to any other use prohibition reflected in its Sublease Agreement, and in order to permit the Landlord to comply with the New Markets Tax Credit rules and regulations, it will not use any portion of the Premises (whether directly or through any permitted subtenant) to operate any of the following businesses:

- a. private or commercial golf course;
- b. country club;
- c. massage parlor;
- d. hot tub facility;
- e. suntan facility;
- f. race track or other facility used for gambling;
- g. any store the principal business of which is the sale of alcoholic beverages for consumption off premises.

Items (a) through (g) above are hereafter referred to as the "Excluded Businesses".

In addition to not performing any of the Excluded Businesses on the Premises, Subtenant shall not rent to others any portion of the Premises as a dwelling unit, as defined in Section 168(e)(2)(A)(ii)(I) of the U.S. Internal Revenue Code. Failure of Subtenant to comply with the Excluded Business prohibitions or the restriction on residential leasing will be a basis for immediate termination of the Sublease Agreement.

SUBTENANT:

EXHIBIT "D"

Master Lease Required Sublease Terms and Conditions

The Parties hereby agree that (i) that the terms and conditions set forth in this Exhibit D are required by the Master Lease to be part of this Sublease, (ii) the terms and conditions set forth in this Exhibit D are hereby incorporated into this Sublease in all respects, and (iii) in the event of any conflict between the terms and conditions set forth in this Exhibit D and any other terms of this Sublease, the terms of this Exhibit D shall govern and control in all respects.

1. Tenant agrees that the Master Landlord and any authorized representative of the Master Landlord (the "Master Landlord Representative"), the Master Landlord's successors or assigns and the CDE Lender, also shall have the right at all reasonable times to enter upon and to examine and inspect the Premises. Tenant further agrees that the Master Landlord, any Master Landlord Representative, the Master Landlord's successors or assigns and the CDE Lender shall have such rights of access to the Facility as may be reasonably necessary to cause the proper maintenance of the Facility in the event of failure by the City to perform its obligations hereunder.
2. Tenant acknowledges and agrees that Landlord's right of occupancy of the Premises, and its right to sublease the Premises to Tenant, may be terminated under the circumstances specified in the Master Lease, and if so terminated this Sublease may be terminated by the Master Landlord.
3. This Sublease is subject to all rights of the Master Landlord and the CDE Lender under the Master Lease, including, the right to re-enter and re-let the Project and/or Premises or terminate this Sublease upon a default by the City under the Master Lease.
4. Tenant agrees that in all events that the Premises shall only be used as an education facility, learning garden, health and wellness center and related community facilities in accordance with the terms of the HUD Use Agreement.
5. Tenant agrees that during the term of the HUD Use Agreement, neither this Sublease nor any interest of the Tenant hereunder shall be sold, mortgaged, pledged, assigned, or transferred by Tenant by voluntary act or by operation of law or otherwise, except with the prior written consent of the Landlord, the Master Landlord, the Fee Owner and HUD.
6. Tenant agrees not to use the Premises for any use related to the operation of any of the Excluded Businesses listed in the Sub-Tenant New Markets Tax Credit Disclosure attached hereto as Exhibit C. Any failure of Tenant or any subtenant of Tenant to strictly comply with the requirements of Exhibit C shall be a material default of Tenant under this Sublease by Tenant and as a result Landlord shall have the right to immediately terminate this Sublease to the extent permitted by applicable law subject to the minimum notice requirements of applicable law.

Exhibit E
Tenant Questionnaire

Project Name: Strong Start Academy Wardelle

Project Address: 2950 East Bonanza Road, Las Vegas, Nevada, 89101

Tenant Name: Southern Nevada Health District.

Address of Tenant: 280 S. Decatur Blvd., Las Vegas, NV 89107

Leased Area (square feet): 3,650

Annual Rent: \$39,420 for six months

Lease Term: November 4, 2021 through May 4, 2022

Date Questionnaire Completed: September 30, 2021

Contact Information:

Name of person completing Questionnaire: Sean Beckham, Facilities Manager

Phone: 702/759-1000 Email: Beckham@snhd.org

Tenant's North American Industry Classification System (NAICS) code: Not applicable/Short-term lease

Community Impact:

Please describe the community goods or services (e.g. educational, healthcare, social services, etc.) that will be provided at the Project: Healthcare services

Please describe how the expected community goods or services will benefit residents of Low-Income Communities or Low-Income Persons: Public healthcare services at low or no cost.

At capacity, approximately how many individuals will be served each year: Not applicable/Short-term lease

Approximately how many of the individuals served each year will be residents of Low-Income Communities or Low-Income Persons: Not applicable/Short-term lease

Job Creation:

At capacity, the tenant will employ approximately (Not applicable/Short-term lease) full-time employees and (Not applicable/Short-term lease) part-time employees (a part-time employee works less than 35 hours per week). On average, how many hours will the part-time employees work per week? Not applicable/Short-term lease

Please describe the employment benefits (e.g. health insurance, disability insurance, employer contributions to a retirement plan, etc.) that will be offered to the employees: All benefits of a governmental agency.

Please email the completed Tenant Questionnaire to:

City of Las Vegas
495 S. Main St., 6th Fl.
Las Vegas, Nevada 89101
ebordenave@LasVegasNevada.gov

with copies to:

LVCIC Sub-CDE X, LLC
495 S. Main St., 7th Fl.
Las Vegas, Nevada 89101
barent@LasVegasNevada.gov

and

Strong Start Academy
Wardelle 2950 East
Bonanza Road
Las Vegas, NV 89101
jsuperfon@solariscommunitycapital.com