



RESOLUTION No. 21-449

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

**RESOLUTION ACKNOWLEDGING A LEASE AGREEMENT
WITH HOSPITALITY HOUSE AND THE COUNTY OF NEVADA
FOR KITCHEN SPACE AT THE CARL F. BRYAN YOUTH
CENTER LOCATED AT 15434 HIGHWAY 49, NEVADA CITY,
AND THE KITCHEN SPACE AT THE GRASS VALLEY
VETERANS MEMORIAL BUILDING AT 255 S AUBURN ST,
GRASS VALLEY, IN COMPLIANCE WITH NEVADA COUNTY
ADMINISTRATIVE CODE SECTION G-IV 13.A.3**

WHEREAS, Hospitality House is in need of commercial kitchen space to prepare meals for their clients. The County has kitchen space available at the Carl F. Bryan Youth Center and the Grass Valley Veteran Memorial building; and

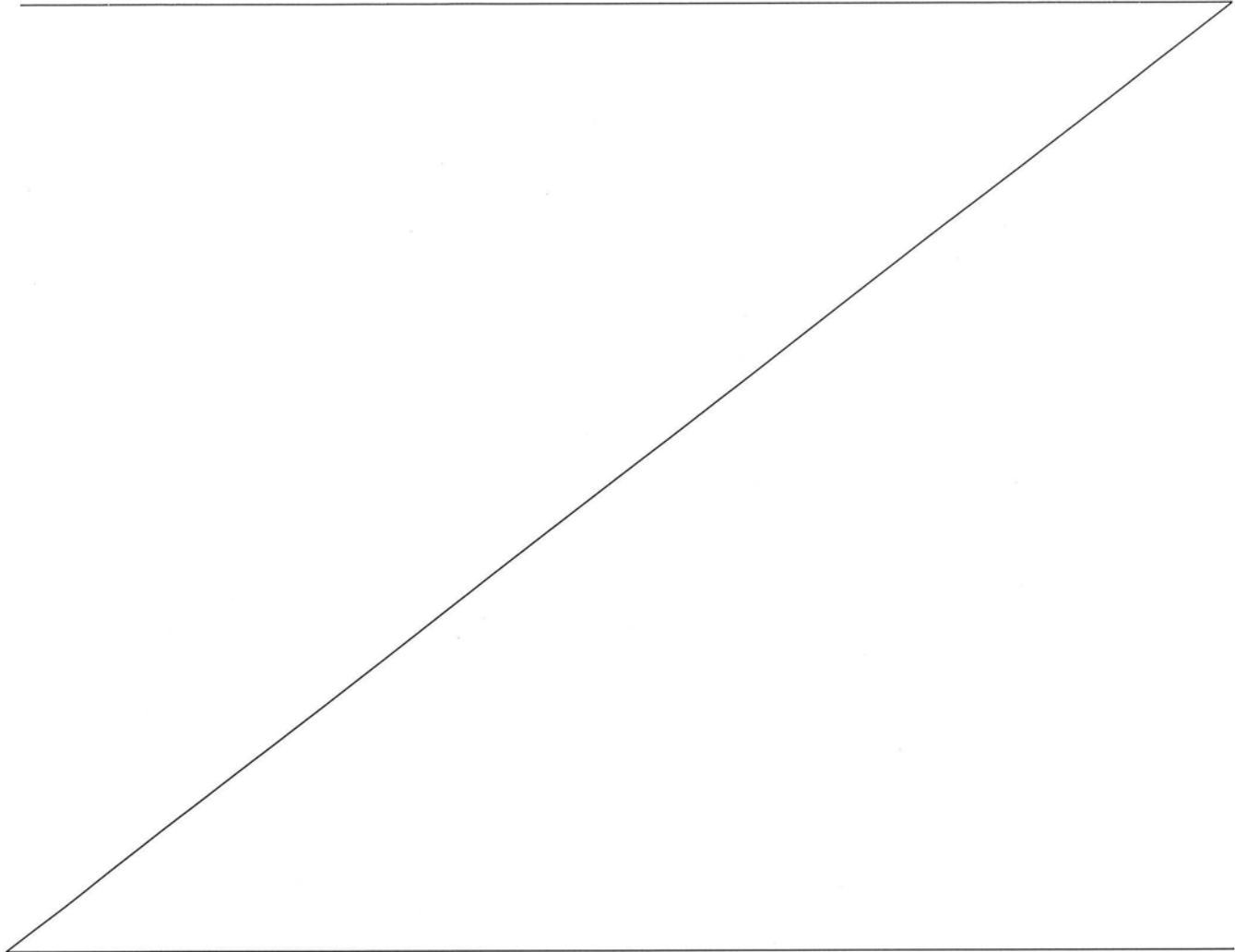
WHEREAS, both parties desire to enter into a Lease Agreement that will enable Hospitality House to provide uninterrupted service to our homeless community and revenue for the Grass Valley American Legion Post 130; and

WHEREAS, rent will be \$3,000 per month, \$1,500 for use of the Carl F. Bryan Youth Center which will be paid to the County and \$1,500 for the Grass Valley Veterans kitchen which will be paid to the Grass Valley American Legion Post 130; and

WHEREAS, the Director of Information and General Services executed the lease agreement on September 20, 2021 as authorized by Nevada County Administrative Code Section G-IV 13.A.3. The term of this Lease Agreement shall commence on September 1, 2021 and end on March 31, 2022.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Nevada, State of California, acknowledges the lease of the commercial kitchen at the Carl F. Bryan Youth Center and the Grass Valley Veterans building, rent is written to be \$3,000 per month with \$1,500 for use of the Carl F. Bryan Youth Center paid to the County and \$1,500 for the Grass Valley Veterans Memorial Building kitchen paid to the Grass Valley American Legion Post 130, as executed by the Director of Information and General Services and reported to the Board per Nevada County Administrative Code Section G-IV 13.A.3.

Funding received to: 0101-10702-415-1000 430200



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 12th day of October, 2021, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Hardy Bullock.

Noes: None.

Absent: None..

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Dan Miller, Chair

10/12/2021 cc: Facilities*
AC*

**County of Nevada
California Commerical Lease Agreement**

THIS LEASE, is executed this 1st day of September, 2021, by and between the COUNTY OF NEVADA, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Hospitality House, hereinafter referred to as "LESSEE", and herein referred to as Party individually, collectively as Parties.

NOW, THEREFORE, this Lease shall be effective as of September 1, 2021 and the Parties hereto agree as follows:

SECTION 1. PREMISES

1.1 That certain portion of the real property within the Nevada County Carl F. Bryan Youth Center with the street address of 15434 Highway 49, located in the City of Nevada City, County of Nevada, State of California, with the zip code 95959 as outlined in Exhibit "A" (hereinafter referred to as "Premises"), which is attached hereto and made a part hereof, and is comprised of the commercial kitchen and restroom space.

1.2 In addition to the LESSEE's rights to use and occupy the Premises as specified, the LESSEE shall have non-exclusive use during the hours of approximately 7:00 A.M. to 8:00 P.M., including access to and from the Premises over and across any publicly accessible part of COUNTY's property for any purpose related to the use and enjoyment of the LESSEE and their respective officers, employees, business invitees, customers and patrons.

SECTION 2. TERM and TERMINATION

2.1 **Initial Term.** The term of this LEASE shall commence on September 1, 2021 and terminate on March 31, 2022.

2.2 **Material Breach.** A Material Breach, as defined pursuant to the terms of this LEASE or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which the COUNTY may elect to immediately terminate this LEASE without notice.

2.3 **Termination Due to Contamination.** Notwithstanding any other provision of this LEASE, the COUNTY shall have the right to terminate this LEASE should problems with asbestos, lead, mold, fungus, or other contamination arise which would cause the County to expend funds to eliminate the problems in order to continue tenancy. The LESSEE shall have no liability for any repairs occasioned by asbestos, lead, mold, fungus, or other contamination problems, and has the option to terminate this LEASE should contamination occur.

2.4 Either Party may terminate this Lease for any reason, without cause, by giving sixty (60) calendar days written notice to the other, notice shall be sent by registered mail in conformity with the notice provisions, below.

SECTION 3. LEASE PAYMENTS

3.1 Lease Payments Amount. LESSEE shall pay \$1,500 total in monthly lease payments for the commercial kitchen use to the COUNTY for use of the Youth Center Kitchen. For lease of the Premises the monthly amount of one thousand five hundred dollars (\$1,500.00) shall be made by the 15th of each month.

3.2 Alternative Lease Space Consideration Payment Amount. Whereas the Parties recognize the need for an alternate commercial kitchen in the event the Carl F. Bryan Youth Center is unavailable for their utilization. If the Carl F. Bryan Youth Center becomes unavailable both parties agree to coordinate with the Grass Valley American Legion Post 130 for use of the Grass Valley Veterans Hall commercial kitchen. This consideration shall constitute a lease payment to the Grass Valley American Legion Post 130 in the monthly amount of \$1,500 for the term of this agreement. Payments shall be made by the 15th of each month to the Grass Valley American Legion Post 130.

3.3 Lease Payments. LESSEE shall cause payment of lease to be received by COUNTY in lawful money of the United States, without offset or deduction, on or before the day on which it is due. A lease payment for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days in said month. Lease payments shall be payable to COUNTY at the address stated herein or to such other person or at such other place as COUNTY may designate by notice as provided herein. Acceptance of a payment which is less than the amount then due shall not be a waiver of COUNTY's rights to the balance of such lease payment, regardless of COUNTY's endorsement of any check so stating.

3.4 Late Charge. If any installment of lease payment due from LESSEE is not received by COUNTY by the tenth day of the quarter of the quarterly amount due, a late fee of \$25.00 will be assessed.

3.5 Security Deposit. The COUNTY requires no security deposit under the terms of this LEASE.

SECTION 4. USE OF PREMISES

4.1 LESSEE Use. The Premises shall be used by LESSEE for the conduct of LESSEE's business operation and related purposes only. The Premises shall be used for no other purpose without the written consent of the COUNTY.

4.2 Vehicle Parking. The LESSEE its invitees, employees, contractors, and patrons shall have use of unreserved parking spaces in COUNTY's parking area adjacent to the Premises for the term of the LEASE and any extensions. Said parking spaces shall be used for parking by vehicles no larger than full-size passenger automobiles, pick-up trucks, and sprinter van size herein called "Permitted Size Vehicles". Delivery vehicles larger than the Permitted Size Vehicles may utilize the parking area adjacent to the Premises for loading and unloading purposes as long as it does not block ingress or egress.

4.3 The Premises may be closed by the COUNTY in the event of a declared emergency. In the event the County of Nevada, COUNTY, closes the building the COUNTY is not responsible for lost revenue, loss of product, or lost wages.

SECTION 5. SERVICES and UTILITIES

5.1 **COUNTY's Obligations.** COUNTY shall pay for utilities used by LESSEE within the Premises, including the following:

- a) Heat
- b) Hot and cold water
- c) Electricity
- d) Restroom facilities
- e) Trash
- f) Sewer
- g) Gas

5.2 **Government Restrictions.** In the event of imposition of federal, state or local government controls, rules, regulations, or restrictions on the use or consumption of energy or other utilities during the term of the LEASE, both the COUNTY and LESSEE shall be bound thereby. Any cost associated with compliance shall be paid by the COUNTY unless such costs are directly related to the conduct of the LESSEE's business within the Premises.

SECTION 6. MAINTENANCE AND REPAIRS

6.1 **COUNTY's Obligations.**

6.1.1 COUNTY may, upon written authorization by LESSEE, enter and inspect the Premises at reasonable times to render maintenance services or make any necessary repairs to the Premises.

6.1.2 COUNTY shall furnish at COUNTY's sole expense all electric light bulbs and/or tubes as required during the term of this LEASE.

6.1.3 COUNTY shall during the term of this LEASE, provide and maintain in good repair and tenantable condition, at COUNTY's own cost, the exterior of the Premises, together with appurtenances, rights, privileges and easements belonging or appertaining thereto including but not limited to, the following: landscaping, building structural integrity, paving, parking lots, parking lot striping, fencing, irrigation systems, walks, roof, gutters, downspouts, exterior walls and doors, windows, exterior building and parking lot lighting, and other outside elements of the Premises.

6.1.4 COUNTY shall, during the term of this LEASE, provide and maintain in good repair and tenantable condition, at COUNTY's own cost, interior structural components such as, but not limited to stairways, handrails, ceilings, and walls.

6.1.5 COUNTY shall pay the costs of ordinary and routine maintenance and repairs and/or replacement of the plumbing systems and fixtures, hot water heater, electrical

systems and fixtures, and heating, ventilation and air conditioning (HVAC) systems and any other installed systems used for heating or cooling or ventilation. COUNTY shall schedule and pay for annual HVAC inspections.

6.1.6 The COUNTY shall maintain the commercial kitchen equipment occupying the space as of August 10, 2021. Upon any issues with the existing equipment the LESSEE shall contact the Nevada County Facilities Department to request repair. Any damage caused by the LESSEE or its users by misuse shall be the responsibility of the LESSEE for repair costs.

6.1.7 COUNTY shall repair or replace any existing flooring and repaint Premises when it is degraded by wear and tear. At the request of the LESSEE, the COUNTY, at COUNTY's sole cost, shall arrange for moving of furniture and equipment prior to, and subsequent to, the repairing or replacement of floor covering or repainting Premises.

6.1.8 COUNTY shall provide all exterior and interior pest control services.

6.1.9 COUNTY shall, at COUNTY's own cost, promptly make repairs to areas of water intrusion and replace any building materials that show signs of current or previous water intrusion.

6.1.10 COUNTY is responsible for repairs or maintenance to the Premises which are caused by COUNTY, or its agents, employees, contractors, or others entering the Premises on COUNTY's behalf including but not limited to, for the purpose of performing modifications or alterations to the building and/or other maintenance and repairs.

6.2 LESSEE's Obligations.

6.2.1 Except as provided in Section 6.1, LESSEE shall be responsible for repairs or maintenance to the Premises which are caused by LESSEE, or its employees, contractors or others entering the Premises on LESSEE's behalf.

6.2.2 LESSEE shall repair at its own expense any damage to the Premises caused by or in connection with the removal of any articles of personal property, business or trade fixtures, machinery, equipment, furniture, or improvements or additions, including without limitation thereto, repairing damage to the floor and patching the walls.

6.2.3 LESSEE shall give COUNTY prompt notice of any damage to or defective condition in any part or appurtenance of the Premises.

6.2.4 LESSEE shall, at its expense, keep and maintain and repair any and all items of personal property and equipment installed by the Lessee within the Premises. LESSEE shall also maintain the Premises in a good, safe and sanitary condition and shall return the Premises to COUNTY in the same condition as at the commencement of the term, ordinary wear and tear excepted.

6.2.5 LESSEE shall be assigned up to four (4) keys to the commercial kitchen area of the Premises in coordination with the Nevada County Facilities Department. In event of keys being lost the Nevada County Facilities Department shall re-key the facility. The Nevada County Facilities Department shall be a key holder.

6.2.6 LESSEE shall maintain all of the equipment and furniture brought into the Premises in good working condition at the sole cost of the LESSEE.

6.2.6 LESSEE shall be responsible for cleaning related to daily use.

6.2.7 LESSEE is responsible for securing the Premises including, but not limited to, locking doors.

6.3 Compliance with Law.

6.3.1 COUNTY and LESSEE shall each do all acts required to comply with all applicable laws, ordinances, regulations and rules of any public authority relating to their respective maintenance obligations as set forth herein. Any costs associated with compliance shall be paid by COUNTY unless costs are directly related to the conduct of the LESSEE's business within the Premises.

6.3.2 COUNTY represents that the Premises are compliant with the Americans with Disabilities Act (42 USC sec. 1201) and its related regulations, and the Fair Employment and Housing Act (Gov. Code Section 12940), and Title 24 of the California Code of Regulations. COUNTY's obligation as set forth in Section 9.2 herein shall include the obligation to indemnify, defend, and hold LESSEE harmless from any and all claims or actions arising from violations of the Americans with Disabilities Act or the Fair Employment and Housing Act.

6.3.3 The LESSEE must comply with California Retail Food Code (Cal Code) sections 114387 and 113945-114125, to include the facility meets current Cal Code requirements.

SECTION 7. ALTERATIONS

7.1 Alterations by the LESSEE.

7.1.1 LESSEE shall not make, or allow to be made, any alterations, additions or improvements to the Premises, the surrounding premises, or any part of either, without first obtaining the written consent of COUNTY.

7.1.2 In the event COUNTY consents to the making of any alterations, additions or improvements to the Premises, or the surrounding premises, by LESSEE, the same shall be made by LESSEE at LESSEE's sole cost and expense.

7.1.3 All improvements made by LESSEE to the Premises that are attached to the Premises so that they cannot be removed without material injury to the Premises shall become the property of COUNTY upon installation and LESSEE shall have no obligation or liability for removal of such improvements.

7.1.4 Not later than the last day of the term of this LEASE, LESSEE shall, at LESSEE's expense, remove all of LESSEE's personal property and those improvements made by LESSEE which have not become the property of COUNTY, including trade fixtures; repair all damage resulting from the installation or removal of such property and improvements; surrender Premises in as good order, condition or repair as they were in at the beginning of the term, except for reasonable use and wear thereof, and damage by fire,

the elements, casualty, act of God or other cause not due to the misuse or neglect of the LESSEE or LESSEE's officers, agents, employees or visitors; and remove at LESSEE's expense any signs, notices or displays placed or installed by LESSEE.

SECTION 8. ASSIGNMENT AND SUBLETTING

8.1 COUNTY's Consent Required. LESSEE shall not assign this LEASE, or any interest therein, and shall not LEASE or sublet said Premises, or any part thereof, of any right or privilege appurtenant thereto, without the written consent of COUNTY, which consent shall not be unreasonably withheld. Consent to one assignment or subletting shall not be construed as consent to any subsequent assignment or subletting. Unless such consent has been obtained, any assignment or transfer, or attempted assignment or transfer of this LEASE, or of any interest therein, or subletting, either by voluntary or involuntary act of the LESSEE, or by operation of law or otherwise, shall, at the option of COUNTY, terminate this LEASE, and any such purported assignment, transfer or subletting without such consent shall be null and void.

SECTION 9. INDEMNITY AND HOLD HARMLESS

9.1 LESSEE's Indemnification. LESSEE shall indemnify and hold COUNTY harmless from and defend COUNTY against any and all claims of liability for any injury, death, or damage to any person or property occurring in or on the Premises when such injury, death or damage is caused in part or in whole by the neglect fault or omission of any duty with respect to the same by LESSEE, its agents, contractors, or employees. If any action or proceeding is brought against COUNTY by reason of any such claim, LESSEE, upon notice from COUNTY, shall defend the same at LESSEE's expense provided, however, that LESSEE shall not be required to defend nor be liable for damage, injury, or death occasioned by the active or passive negligence or intentional acts of COUNTY or its agents, contractors, or employees. COUNTY shall provide notice to LESSEE within 10 days of receipt or notice of any claim.

9.2 COUNTY's Indemnification. COUNTY shall indemnify, defend, save, protect and hold LESSEE harmless LESSEE, its employees, agents, and volunteers from any and all demands, losses, claims, costs, suits, liabilities and expenses for any damage, injury or death (collectively, "Liability") arising directly or indirectly from or connected with this LEASE and/or the LESSEE's occupancy/use of the Premises which is caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of COUNTY, its officers, employees, agents contractors, consultants, or any person under its direction or control and shall make good to and reimburse the LESSEE for any expenditures, including reasonable attorney's fees, the LESSEE may make by reason of such matters and, if requested by LESSEE, shall defend any such suits at the sole cost and expense of COUNTY. COUNTY's obligations under this section shall exist regardless of concurrent negligence or willful misconduct on the part of the LESSEE or any other person; provided, however, that COUNTY shall not be required to indemnify LESSEE for the proportion of Liability a court determines is attributable to the negligence or willful misconduct of the LESSEE.

If such indemnification becomes necessary, the County Counsel for the COUNTY shall have the absolute right and discretion to approve or disapprove of any and all counsel employed to defend the County. This indemnification clause shall survive the termination or expiration of this LEASE.

SECTION 10. INSURANCE

10.1 The COUNTY will maintain public liability coverage for its operations through self-insurance and provide certification of self-insurance upon request.

10.2 The LESSEE shall obtain and keep in force, during the entire term hereof, at LESSEE's sole cost and expense, a Commercial General Liability policy of insurance protecting LESSEE and COUNTY as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000 per occurrence with an annual aggregate of not less than \$2,000,000. LESSEE shall add COUNTY as an additional insured by means of an endorsement. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this LEASE as an "insured contract" for the performance of LESSEE's indemnity obligations under this LEASE. The limits of said insurance shall not, however, limit the liability of LESSEE nor relieve LESSEE of any obligation hereunder. LESSEE shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by COUNTY, whose insurance shall be considered excess insurance only. LESSEE shall furnish a certificate of insurance with endorsements evidencing the aforesaid coverages.

10.3 LESSEE shall obtain and maintain Worker's Compensation insurance in such amount as may be required by applicable requirements. Such policy shall include a "Waiver of Subrogation" endorsement. LESSEE shall provide COUNTY with a copy of such endorsement along with the certificate of insurance or copy of the policy.

10.4 Insurance afforded by this policy shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 10 days' prior written notice of such cancellation or change being delivered to the County of Nevada.

SECTION 11. DAMAGE OR DESTRUCTION

11.1 If the Premises are damaged or destroyed in whole or in part by fire or other casualty, COUNTY shall repair and restore the Premises to a good tenantable condition. All lease payments shall wholly abate in case the entire Premises are untenable or shall abate pro rata for the portion rendered untenable in case a part only is untenable, until the Premises are restored to a tenantable condition. However, there shall be no abatement of the lease payment if the damage is due to the fault or neglect of LESSEE or its employees.

COUNTY shall commence and complete all work required to be done under the prior paragraph with reasonable promptness and diligence, but COUNTY shall not be in default in any required performance if delay in performance results from fire, flood, storm, labor disputes, shortage of materials or transportation facilities, governmental regulations, war, act of God or other causes beyond COUNTY's reasonable control. If COUNTY does not commence the repair or restoration within sixty (60) days after the damage or destruction occurs, or if repair or restoration will require more than 120 days to complete, LESSEE may, at LESSEE's option, terminate this LEASE by giving COUNTY notice of LESSEE's election

to do so at any time prior to the commencement of the repair or restoration. In that event, this LEASE shall terminate as of the date of notice. Notwithstanding the above, if the Premises are more than 50% destroyed, COUNTY may elect not to repair the Premises and, upon written notice to LESSEE, may terminate the LEASE whereupon LESSEE shall not be liable for any further lease payments.

SECTION 13. DEFAULT OR BREACH

13.1 The occurrence of any one or more of the following events constitutes a material default and breach of this LEASE by LESSEE:

- a) The failure by LESSEE to make any payment of lease payment or any other payment required to be made by LESSEE hereunder, as and when due, where the failure continues for a period of ten (10) days after notice thereof from COUNTY to LESSEE.
- b) The failure by LESSEE to observe or perform any of the covenants, conditions, or provisions of this LEASE to be observed or performed by LESSEE, other than those described in subparagraph a) above, where the failure continues for a period of thirty (30) days after notice thereof from COUNTY to LESSEE; provided, however, that if the nature of LESSEE's default is such that more than thirty (30) days are reasonably required for its cure, then LESSEE shall not be deemed to be in default if LESSEE commences such cure within the thirty (30) day period and thereafter diligently completes the cure.
- c) The filing by LESSEE or another of a petition to have LESSEE adjudged a bankrupt.
- d) The appointment of a trustee or receiver to take possession of substantially all LESSEE's assets located at the Premises or of LESSEE's interest in this LEASE, if possession is not restored to LESSEE within thirty (30) days.
- e) The attachment, execution or other judicial seizure of substantially all LESSEE's assets located at the Premises or of LESSEE's interest in this LEASE, if the seizure is not discharged within thirty (30) days.
- f) The abandonment of the Premises.
- g) In the event of any such material default or breach by LESSEE, COUNTY may, after giving notice as provided above, pursue those remedies available to COUNTY under the laws or judicial decisions of the State of California.
- h) COUNTY shall not be in default unless COUNTY fails to perform obligations required of it within a reasonable time, but in no event later than thirty (30) days after written notice of the nature of the problem and request to cure by LESSEE to COUNTY; provided that if the nature of COUNTY's obligation is such that more than thirty (30) days are reasonably required for performance, then COUNTY shall not be in default if COUNTY commences performance within the thirty (30) day period and thereafter diligently completes performance.

- i) If COUNTY defaults in the performance of any of the obligations or conditions required to be performed by COUNTY under this LEASE, LESSEE may, after giving notice as provided above, either cure the default and deduct the cost thereof from lease payment subsequently becoming due hereunder, or elect to terminate this LEASE upon giving thirty (30) days notice to COUNTY of its intention to do so. In that event, this LEASE shall terminate upon the date specified in the notice, unless COUNTY has meanwhile cured the default. LESSEE may also pursue those remedies available to it under the laws or judicial decisions of the State of California.

14. NOTICES AND PAYMENTS

14.1 All acceptances, approvals, consents, notices, payment, demands or other communications required or permitted to be given or sent by either Party to the other, shall be deemed to have been fully given when made in writing and delivered in person or deposited in the United States mail, certified and postage prepaid, addressed to:

COUNTY: County of Nevada, Facilities Department
950 Maidu Avenue
Nevada City, CA 95959

LESSEE: Foothill House of Hospitality

Nancy S. Baglietto

Executive Director/CEO

The address to which any such written communication may be given or sent to either Party may be changed by written notice given by such Party as above provided.

SECTION 15. GOVERNING LAW

All questions with respect to construction of this LEASE and the rights and liabilities of the Parties hereto shall be governed by the laws of the State of California. Any dispute arising hereunder or relating to this LEASE shall be litigated in the State of California and venue shall lie in the County of Nevada.

SECTION 16. INUREMENT

Subject to the restrictions on assignments as herein contained, this LEASE shall inure to the benefit of, and shall be binding upon the assigns, successors in interest, personal representatives, estates, and heirs of the respective Parties hereto.

SECTION 17. ENTIRE LEASE

This instrument along with any exhibits or attachments hereto constitutes the entire LEASE between COUNTY and LESSEE relative to the Premises. This LEASE and any exhibits or attachments may be altered, amended, or revoked only by an instrument in writing signed by both County and LESSEE. COUNTY and LESSEE agree that all prior or contemporaneous oral LEASEs between their agents or representatives relative to the leasing of the Premises are written into or revoked by this LEASE. If any provision contained in an exhibit or attachment to this LEASE is inconsistent with any other provision

herein, the provision contained in the exhibit or attachment shall control, unless otherwise provided in the exhibit or attachment.

SECTION 18. PRECLUDED USES

18.1 LESSEE shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which is not within the permitted use of the Premises which will in any way increase the existing rate of or affect any fire or other insurance upon the Premises or any of its contents, or cause a cancellation of any insurance policy covering said Premises or any part thereof or any of its contents. LESSEE shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Premises or injure or annoy them or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose; nor shall LESSEE cause, maintain or permit any nuisance in, on or about the Premises.

18.2 LESSEE shall not use the Premises, or permit anything to be done in or about the Premises, which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. LESSEE shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances, and governmental rules, regulations or requirements now in force or which may hereafter be in force and with the requirements of any board or fire underwriters or other similar bodies now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by LESSEE's improvements or acts. The judgment of any court of competent jurisdiction or the admission of LESSEE in any action against LESSEE, whether COUNTY be a party thereto or not, that LESSEE has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between the COUNTY and LESSEE and shall be grounds for termination of this LEASE.

SECTION 19. HOLDOVER

If LESSEE remains in possession of the Premises after the expiration or termination of this LEASE and without the execution of a new LEASE, LESSEE shall be deemed to be occupying the Premises as a tenant from month-to-month, subject to all of the conditions, provisions and obligations of this LEASE insofar as they are applicable to a month-to-month tenancy.

SECTION 20. SIGNS

The LESSEE may not affix upon the glass panes and supports of the Premises windows signs, advertising placards, names, insignia, trademarks and descriptive materials.

SECTION 21. SEVERABILITY

The invalidity of any provision of this LEASE, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof. The language in all parts of this LEASE shall be construed as a whole according to the fair meaning and not strictly for or against either COUNTY or LESSEE.

SECTION 22. NO AGENCY

This LEASE does not create the relationship of principal and agent or a partnership or joint venture, or of any association other than that of COUNTY and LESSEE.

SECTION 23. AUTHORIZED EXECUTION

Each individual executing this LEASE in a representative capacity represents and warrants that he or she is duly authorized to execute and deliver this LEASE for such Party.

IN WITNESS WHEREOF, COUNTY and LESSEE have executed this LEASE on the day and year first written above. By their signatures below, each signatory represents that they have the authority to execute this LEASE, and to bind the Party on whose behalf his or her execution is made:

COUNTY OF NEVADA:

By: *Steve Monaghan* Date: Sep 20, 2021
Steve Monaghan [Sep 20, 2021 13:07 PDT]

Printed Name/Title: Steve Monaghan, Director of Information and General Services

Approved as to Form – County Counsel:

By: *Trevor Koski* Date: Sep 20, 2021
Trevor Koski [Sep 20, 2021 11:15 PDT]

LESSEE:

By: *Nancy S. Baglietto* Date: Sep 20, 2021
Nancy S. Baglietto [Sep 20, 2021 13:42 PDT]

Name: Nancy S. Baglietto

* Title: Executive Director/CEO

