

RESOLUTION NO. 4456

(Lease Agreement – portion of Whitney Ranch Recreation Center,  
Military Order of the Purple Heart Chapter 730)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HENDERSON, CLARK COUNTY, NEVADA, EXPRESSING ITS INTENT TO ENTER INTO A LEASE AGREEMENT WITH MILITARY ORDER OF THE PURPLE HEART CHAPTER 730 TO LEASE APPROXIMATELY EIGHT HUNDRED FIFTY (850) SQUARE FEET OF CLASSROOM/OFFICE SPACE LOCATED IN THE WHITNEY RANCH RECREATION CENTER, LOCATED AT 1575 WEST GALLERIA DRIVE, HENDERSON, NEVADA 89014.

WHEREAS, the City of Henderson, a municipal corporation and political subdivision of the State of Nevada (the "City") is the owner of real property known as the Whitney Ranch Recreation Center, located at 1575 West Galleria Drive, Henderson, Nevada 89014 ("WRRC"); and

WHEREAS, Military Order of the Purple Heart Chapter 730, a Nevada nonprofit corporation and 501(c)(19) tax-exempt veterans' organization ("MOPH"), wishes to lease classroom/office space in WRRC for no more than a four (4) month period for use by MOPH to provide veterans' advocacy services as part of the mission to foster an environment of goodwill and camaraderie among combat wounded veterans, promote patriotism, support necessary legislative initiatives, and most importantly, provide service to all veterans and their families (the "Mission"); and

WHEREAS, the City agrees to lease office space in WRRC to Lessee for the limited time period, in the furtherance of the Mission as the provision of such services is in the public interest and provides a benefit to Lessor and its residents; and

WHEREAS, pursuant to Nevada Revised Statutes ("NRS") 268.064, the City may lease a portion of a City-owned building without offering the property to the public and for less than the fair market value of the building space provided that the space is less than 25,000 square feet and provided that the City adopts a resolution that such lease is in the best interest of the City; and

WHEREAS, pursuant to NRS 268.064, the City must cause to be published at least once, in a newspaper qualified under NRS Chapter 238 that is published in the county in which the City-owned building is located, a notice setting forth a description of the City-owned building proposed to be leased in such a manner as to identify it; and to hold a public hearing on the matter not less than ten or more than twenty days after the date of publication of the notice; and

WHEREAS, pursuant to Section 2.320(2) of the Charter of the City of Henderson, the City may lease real property only by resolution, and following the adoption of a resolution to lease, the City Council must cause a notice of its intent to lease, stating the date, time, and place of the proposed lease, to be published once in a qualified newspaper at least 30 days before the date set by the City Council for the lease; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Henderson, Nevada that:

SECTION 1. The City Council hereby declares its intention to enter into a Lease Agreement with MOPH to lease approximately 850 square feet of vacant classroom/office space located in the Whitney Ranch Recreation Center located at 1575 West Galleria Drive, Henderson, Nevada 89014, without offering the property to the public, and for less than the fair market value of the building space, for use by MOPH to provide services to the public in furtherance of the Mission, the terms and conditions of which are set forth in the Lease Agreement identified as Exhibit A consisting of thirteen (13) pages, which is by reference incorporated herein and made a part of this Resolution.

SECTION 2. The City Council will consider and possibly accept the Lease Agreement with MOPH, and any objections to the lease may be made, at the regular meeting of the City Council to be held on December 21, 2021, at 4:00 p.m., or as soon after such time as practical, in the City Council Chambers, 240 Water Street, Henderson, Nevada 89015.

SECTION 3. The City Clerk is hereby authorized and directed to publish the Notice of Public Meeting Regarding Approval of the Lease Agreement with MOPH in accordance with NRS 268.064 and Section 2.320(2) of the Charter of the City of Henderson, which notice, identified as Exhibit "B", consisting of two (2) pages, is by reference incorporated herein and made a part of this Resolution. A copy of this resolution and such notice can be obtained in the Office of the City Clerk, 240 Water Street, Henderson, Nevada.

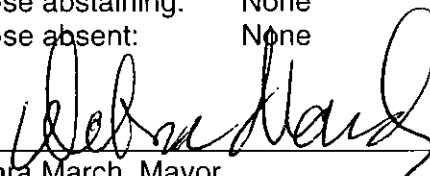
SECTION 4. This resolution is effective upon adoption unless stated otherwise in the notice.

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PASSED, ADOPTED, AND APPROVED THIS 16<sup>TH</sup> DAY OF NOVEMBER, 2021, BY THE FOLLOWING ROLL-CALL VOTE OF COUNCIL.

Those voting aye:  
Debra March, Mayor  
Councilmembers:  
John F. Marz  
Michelle Romero  
Dan K. Shaw  
Dan H. Stewart

Those voting nay: None  
Those abstaining: None  
Those absent: None

  
\_\_\_\_\_  
Debra March, Mayor

ATTEST:

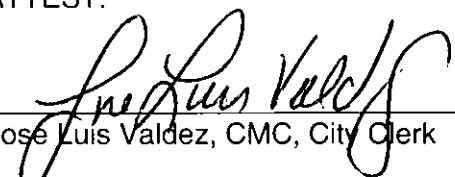
  
\_\_\_\_\_  
Jose Luis Valdez, CMC, City Clerk

Exhibit A

Lease Agreement with MOPH

Exhibit B

NOTICE OF PUBLIC MEETING REGARDING APPROVAL OF THE LEASE AGREEMENT  
WITH MILITARY ORDER OF THE PURPLE HEART CHAPTER 730 TO LEASE SPACE AT  
WHITNEY RANCH RECREATION CENTER

NOTICE IS HEREBY GIVEN pursuant to NRS 268.064 and Section 2.320(2) of the Charter of the City of Henderson that the City of Henderson, Nevada, a municipal corporation, will hold a public meeting on December 21, 2021, at the regular scheduled City Council Meeting at 4:00 p.m., or as soon thereafter as practicable, at the City Council Chambers, Henderson City Hall, 240 Water Street, Henderson, Nevada 89015 regarding its intent to approve and enter into a Lease Agreement with Military Order of the Purple Heart Chapter 730, a Nevada nonprofit corporation and 501(c)(19) tax-exempt veterans' organization ("MOPH"), to lease classroom/office space in the Whitney Ranch Recreation Center ("WRRRC") for no more than a four (4) month period for use by MOPH to provide veterans' advocacy services as part of the mission to foster an environment of goodwill and camaraderie among combat wounded veterans, promote patriotism, support necessary legislative initiatives, and most importantly, provide service to all veterans and their families.

DESCRIPTION OF THE PROPERTY TO BE LEASED

Approximately eight hundred fifty (850) square feet of classroom/office space in the WRRRC, located at 1575 West Galleria Drive, Henderson, Nevada 89014.

RENT AND TERMS

The Lease shall commence on the Effective Date and terminate on February 28, 2022, at 11:59 p.m. (the "Term"). Rent shall be \$0.00 per month.

Resolution No. \_\_\_\_\_, and this Notice of Lease shall be posted at the Multigenerational Center, 250 S. Green Valley Parkway; City Hall, 240 Water Street, 1st Floor Lobbies; Whitney Ranch Recreational Center, 1575 Galleria Drive; and Fire Station No. 86, 1996 E. Galleria Drive. Any interested party may obtain copies of the resolution and notice in the Office of the City Clerk, 240 Water Street, Henderson, Nevada.

Comments from electors and residents of the City of Henderson regarding the Lease Agreement may be made at a public meeting on December 21, 2021, at the regularly scheduled City Council Meeting at 4:00 p.m. or as soon thereafter as practicable, at the City Council Chambers, Henderson City Hall, 240 Water Street, Henderson, Nevada 89015.

THIS NOTICE IS GIVEN pursuant to and subject to NRS 268.064 and Section 2.320(2) of the Charter of the City of Henderson, Nevada. Copies of the complete Resolution and all specific conditions of the Lease Agreement may be obtained from the office of the City Clerk, 240 Water Street, Henderson, Nevada. This Notice shall be published twice, not less than 30 days prior, and not less than 10 or more than 20 days prior to December 21, 2021.

For further information, contact the City Clerk at 240 Water Street, P.O. Box 95050, Henderson, Nevada, 89009-5050.

DATED this \_\_\_\_ day of \_\_\_\_\_ 2021.

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JOSE LUIS VALDEZ, CMC  
CITY CLERK

## LEASE AGREEMENT

### Portion of Whitney Ranch Recreation Center Military Order of the Purple Heart Chapter 730

**THIS LEASE AGREEMENT** ("Lease") is made effective as of October 25, 2021 (the "Effective Date") and is made and entered into by and between the CITY OF HENDERSON, a municipal corporation and political subdivision of the State of Nevada ("Lessor") and MILITARY ORDER OF THE PURPLE HEART CHAPTER 730, a Nevada nonprofit corporation and 501(c)(19) tax-exempt veterans' organization ("Lessee"). Lessor and Lessee are sometimes referred to individually as a "Party" and collectively as the "Parties."

### RECITALS

- A. Lessor is the owner of real property known as the Whitney Ranch Recreation Center, located at 1575 West Galleria Drive, Henderson, Nevada 89014 ("WRRC").
- B. Lessee has requested that it be permitted to lease office space in WRRC immediately and for no more than a four (4) month period to provide veterans' advocacy services as part of the Party's mission to foster an environment of goodwill and camaraderie among combat wounded veterans, promote patriotism, support necessary legislative initiatives, and most importantly, provide service to all veterans and their families (the "Mission").
- C. Lessor agrees to lease office space in WRRC to Lessee for the limited time period described herein and subject to the early termination provisions described in Sections 2 and 16 in the furtherance of the Mission as the provision of such services is in the public interest and provides a benefit to Lessor and its residents.
- D. Pursuant to Nevada Revised Statutes ("NRS") 268.064, the City may lease a portion of a City-owned building without offering the property to the public and for less than the fair market value of the building space provided that the space is less than 25,000 square feet and provided that the City adopts a resolution that such lease is in the best interest of the City.
- E. The Parties therefore desire to enter into this Lease subject to the terms and conditions stated herein.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Lease, the Parties agree as follows:

1. **DESCRIPTION OF PREMISES.**

Lessor leases to Lessee and Lessee leases from Lessor approximately eight hundred fifty (850) square feet of classroom/office space in WRRRC, located at 1575 West Galleria Drive, Henderson, Nevada 89014, as depicted on the attached Exhibit A, incorporated herein by reference (the "Premises").

Lessee shall provide and maintain all furniture and any equipment necessary for Lessee's use of the Premises. All furniture and equipment shall be freestanding and not anchored to the walls or floor of the Premises.

2. **TERM.**

The Lease shall commence on the Effective Date and terminate on February 28, 2022, at 11:59 p.m. (the "Term"). Notwithstanding the foregoing, if this Lease has not been approved and/or ratified by the Henderson City Council before the end of November 2021, this Lease shall immediately terminate with no requirement by Lessor to provide the Termination Notice defined in Section 16 herein.

3. **EXTENSION TERMS.**

Lessee understands that the Premises will not be available to Lessee after last day of the Term. Thus, the Term of this Lease shall not be extended.

4. **RENT.**

4.1 Minimum Rent. Provided that Lessee continuously pursues its Mission for the benefit of the public, Lessor agrees not to charge any Minimum Rent for use of the Premises during the Term. Notwithstanding the foregoing, Lessee shall be responsible for any and all costs related to its use of the Premises. Should Lessee be required to reimburse Lessor for any such costs or expenses, Lessee shall pay the full amount invoiced by Lessor within thirty (30) days of the invoice at the address set forth herein or, upon written notice from Lessor, to Lessor's assignee or such other place as Lessor may from time-to-time designate in writing to Lessee, without prior demand, deduction, or set off, as set forth in this Section.

4.2 Additional Rent. All monetary obligations of Lessee under this Lease that are in addition to Minimum Rent, including but not limited to any amounts incurred and/or expended by Lessor to cure a breach of Lessee hereunder, shall be deemed "Additional Rent." Minimum Rent and Additional Rent are sometimes collectively referred to herein as "Rent."

4.3 Manner of Payment. Rent required to be paid pursuant to the provisions of this Lease shall be paid in lawful currency of the United States of America.

**5. USE OF PREMISES.**

The Premises are to be used for the purposes of providing Veterans' advocacy services to the general public by the Lessee consistent with the Mission and for related public purposes. Lessee shall restrict its use to such purposes and shall not use or permit the use of the Premises for any other purpose without the prior written consent of Lessor.

Lessee agrees to cooperate in good faith with Lessor to address any customer or complaints from the public with respect to Lessee's use of the Premises.

**6. HOURS; ACCESS.**

The Premises may be open to the public, at the discretion of Lessee, during any time in which WRRC is open to the public (excluding any time in which access is granted only to a designated area for the purpose of a public meeting). WRRC is currently open to the public Monday through Thursday 6am-8pm, Friday 6am-6pm, Saturday 9am-3pm, closed on Sundays and holidays; however, such days and hours are subject to change at the discretion of the Lessor, with reasonable notice.

**7. RESTRICTIONS ON USE.**

Lessee shall not use the Premises in any manner that will increase risks covered by Lessor's insurance on the Premises and which may result in an increase in the rate of insurance or a cancellation of any insurance policy, even if such use may be in furtherance of Lessee's permitted purposes. Lessee shall not keep, use, or sell anything prohibited by any policy of fire insurance covering the Premises, and shall comply with all requirements of the insurers applicable to WRRC and the Premises necessary to keep in force the fire and liability insurance.

**8. UTILITIES AND MAINTENANCE.**

Lessor shall provide and pay for all dry utilities (i.e., electricity, gas, and solid waste removal) for the Premises, including heated and cooled central air but excluding telephone service, internet access, and all IT connections, which shall be Lessee's sole responsibility. Additionally, Lessor shall provide and pay for building security, maintenance, and janitorial services, consistent with normal recreation center use, provided that Lessee shall not bring or leave any hazardous or noxious materials onto or within the Premises, and further provided that Lessee shall be responsible for removing and disposing of any excessive waste or abnormally large items. Additionally, Lessee shall have access to public restroom facilities within WRRC. Notwithstanding the foregoing, Lessor shall not be responsible for any loss of Lessee's or Lessee's employees' personal property from the Premises or WRRC and Lessee assumes all risk and responsibility for such personal property.

**9. ALTERATIONS.**

Lessee shall not make any alterations to the Premises without first obtaining Lessor's prior written consent, which may be withheld for any reason in the full discretion of Lessor. Alterations made to the Premises to accommodate Lessee's use shall be paid for in advance by Lessee at Lessee's sole cost. Tenant shall keep the Premises and WRRC free and clear of all mechanic's liens and materialmen's liens. Any alterations shall become a part of the building and belong to the Lessor, subject however, to Lessor's right to require removal and restoration as provided in Section 10 of this Lease.

**10. DELIVERY, ACCEPTANCE, AND SURRENDER OF PREMISES.**

Lessor shall deliver possession of the Premises in a condition fit for use by Lessee. Lessee's use of the Premises by Lessee shall be evidence of Lessee's acceptance of the Premises and that the Premises are in a good state of repair and in sanitary condition.

Lessee shall surrender the Premises, at the end of the Term, in the same condition as when Lessee took possession, allowing for reasonable use and wear. Before surrender, Lessee shall remove all furniture, equipment, and removable fixtures placed in the Premises by Lessee and restore the Premises to the condition as when received, allowing for reasonable use and wear.

**11. ENTRY ON PREMISES BY LESSOR.**

Lessor reserves the right to enter the Premises at reasonable times for inspection and to perform required maintenance and repairs, or to make additions, alterations, or modifications to any part of the building in which the Premises are located, and Lessee shall permit Lessor to do so unimpeded. Lessor may erect scaffolding, fences, and similar structures, post relevant notices, and place moveable equipment in connection with making alterations, additions, or repairs, all without incurring liability to Lessee for disturbance of quiet enjoyment of the Premises, or loss of occupancy of the Premises.

**12. PARKING**

All public parking areas located near the building are available to Lessee on a first come first served basis, provided that Lessee's employees and staff shall park only in spaces available for WRRC staff (unassigned) and not in any designated visitor parking spaces.

**13. INSURANCE.**

Lessee shall, at its expense, carry and maintain insurance policies in a company or companies satisfactory to Lessor of the following types and of not less than the following amounts:

Comprehensive General Liability Insurance covering all operations (including products and completed operations, personal and advertising injury and fire

damage) covering all vehicles and equipment used in the performance of any work on the property of Lessor (whether owned, rented or borrowed) with combined limits of One Million Dollars (\$1,000,000) for bodily injury, including death, and property damage as to any one occurrence or as to any one claim.

The Comprehensive General Liability Policy shall name Lessor as additional insured with respect to any entry onto the Premises under this Lease, but only to the extent of indemnities assumed by, or obligations of, Lessee hereunder. Such policy shall include contractual liability coverage for the indemnity provisions contained in Section 14.2, shall contain a broad form property damage endorsement and the coverage of such policy shall be primary without regard to any insurance carried and maintained by Lessor, but only to the extent of indemnities assumed by Lessee hereunder.

Prior to entry upon the Premises, Lessee shall furnish Lessor with Certificates of Insurance evidencing the above coverages and endorsements and containing the following statement:

Should any of the above coverages be cancelled before their expiration date therein, notice will be delivered in accordance with the provision of the forms.

Lessee further agrees to provide Lessor with any special insurances and additional coverages or limits which Lessor may by notice to Lessee reasonably require; provided that such special or additional coverages are available to Lessee upon commercially reasonable terms.

Lessee shall cause each contractor and subcontractor to carry insurance equivalent to subparagraphs (a) and (b) above covering such contractor's or subcontractor's work. Further, each contractor and subcontractor shall furnish to Lessor, via Lessee, the certificates of insurance and endorsements described hereinabove.

The consent of Lessor to the insurance and limits insured as shown in this Section shall not be considered as a limitation of Lessee's liability under this Lease nor an agreement by Lessor to assume liability in excess of said amounts or for risks not insured against.

## **14. INDEMNIFICATION**

14.1 Each Party shall be responsible for all liability, claims, actions, damages, losses, and expenses, caused by the negligence, errors, omissions, recklessness or intentional misconduct of its own officers and employees, except that in the Lessor's case, as such liability may be limited by law including, but not limited to, NRS Chapter 41. The Lessor does not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Lease liability of both Parties shall not be subject to punitive damages.

14.2 Without limiting the generality of the foregoing, Lessee hereby agrees to assume liability for and, to the maximum extent and duration permissible by law, to

protect, indemnify and save and hold Lessor, its councilmembers, officers, and employees harmless from and against any and all liability, claims, demands, losses, fines, expenses, or causes of action of any kind to the extent arising out of the acts or omissions of Lessee or its employees, agents, or contractors or subcontractors while on the Premises, including, without limitation (i) loss of or damage to the Premises or other property of Lessor; (ii) loss of or damage to third party property, (iii) loss attributable to bodily or personal injury, disease or death suffered by representatives, employees or agents of Licensor or its contractors and their subcontractors; and (iv) damage or harm to the environment. Lessee's obligations under this Section 14 shall survive the expiration or termination of this Lease.

## **15. DEFAULT AND REMEDIES**

15.1 Lessee Default; Termination. If Lessee defaults in any obligation under this Lease and fails to cure the default within fifteen (15) calendar days after Lessor delivers a notice of default to Lessee, Lessor may terminate this Lease; provided, however, that if such default cannot reasonably be cured within fifteen (15) calendar days, Lessee shall have sufficient time to cure the default, if such cure is commenced within the fifteen (15) day-period, diligently prosecuted, and promptly completed.

15.2 Lessor Default. If Lessor defaults in any obligation under this Lease and fails to cure the default within thirty (30) days after Lessee delivers a notice of default to Lessor, Lessee may terminate this Lease upon an additional fifteen (15) days' written notice; provided, however, that if the default cannot reasonably be cured within thirty (30) days, Lessor shall have sufficient time to cure the default, if such cure is commenced within the thirty (30) day period, diligently prosecuted, and promptly completed.

## **16. TERMINATION.**

Notwithstanding any other provision of this Lease, this Lease may be terminated by either Party without penalty, upon giving a written notice of the intent to terminate thirty (30) days prior to the date of the intended termination ("Termination Notice"). The Termination Notice shall be sent by registered or certified mail, return receipt requested, to the non-terminating Party's address specified in this Lease.

## **17. REMEDIES CUMULATIVE.**

The various rights, options, elections, and remedies of the Parties contained in this Lease shall be cumulative and no one of them shall be construed as exclusive of any other, or of any right, priority or remedy allowed or provided by law or in equity.

## **18. ASSIGNMENT; SUBLEASES.**

This Lease is not assignable by Lessee. Lessee shall not sublet any portion of the Premises without Lessor's prior written consent.

**19. GOVERNING LAW; JURISDICTION; WAIVER OF JURY TRIAL.**

19.1 This Lease shall be governed by and construed and interpreted in accordance with the substantive and procedural laws of the State of Nevada, without giving effect to its choice or conflicts of law provisions.

19.2 All actions shall be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada. Lessee agrees that it shall not initiate an action against Lessor or the City in any other jurisdiction. Lessee irrevocably agrees to submit to the exclusive jurisdiction of the courts located in Clark County, Nevada over any dispute or matter arising under or in connection with this Lease.

19.3 Waiver of Trial by Jury. LANDLORD AND TENANT DESIRE AND INTEND THAT ANY DISPUTES ARISING BETWEEN THEM WITH RESPECT TO OR IN CONNECTION WITH THIS LEASE BE SUBJECT TO EXPEDITIOUS RESOLUTION IN A COURT TRIAL WITHOUT A JURY. THEREFORE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, LANDLORD AND TENANT EACH HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY CAUSE OF ACTION, CLAIM, COUNTERCLAIM OR CROSS-COMPLAINT IN ANY ACTION, PROCEEDING OR OTHER HEARING BROUGHT BY EITHER LANDLORD AGAINST TENANT OR TENANT AGAINST LANDLORD ON ANY MATTER WHATSOEVER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES OR ANY CLAIM OF INJURY OR DAMAGE, OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY LAW, STATUTE, OR REGULATION, EMERGENCY OR OTHERWISE, NOW OR HEREAFTER IN EFFECT.

\_\_\_\_\_

**LESSEE INITIALS**

\_\_\_\_\_

**LESSOR INITIALS**

**20. NOTICES.**

Any notices required or appropriate under this Lease shall be in writing and, with the exception of termination notice pursuant to Section 16, shall be deemed to have been given when received or refused by the Party to whom it is directed by personal service, hand delivery, or the United States mail at the following addresses:

CITY/LESSOR:

City of Henderson  
Public Works  
Survey/Right of Way  
Attn: Property Management  
240 Water Street  
Henderson, NV 89015

CITY/LESSOR RENT ADDRESS:

City of Henderson  
Attn: Finance  
240 Water Street  
Henderson, NV 89015

MILITARY ORDER OF THE PURPLE HEART CHAPTER 730/LESSEE:

Military Order of the Purple Heart Chapter 730  
P.O. Box 530772  
1575 W. Horizon Ridge Pkwy  
Henderson, NV 89012-9998

**21. ENTIRE AGREEMENT.**

This Lease shall constitute the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Lease shall not be binding upon either Party except to the extent incorporated in this Lease.

**22. MODIFICATION.**

Any modification of this Lease or additional obligations assumed by either Party in connection with this Lease shall be binding only if approved by both Parties and evidenced by a written addendum hereto.

**23. NO THIRD-PARTY BENEFICIARIES.**

This Lease is intended only to benefit the Parties hereto, their permitted successors and assigns, and indemnitees. This Lease shall not be deemed to be for the benefit of any entity or person that is not a Party hereto, is not a Party's permitted successor or assign, or is not an indemnitee. This Lease does not create any rights, benefits, or causes of action for any other person, entity, or member of the general public.

**24. TIME OF ESSENCE.**

Time is of the essence as to each and every provision of this Lease.

**25. SAFETY REQUIREMENTS.**

Lessee, while at or on the Premises or anywhere within WRRC, shall: (1) make itself aware of and adhere to, and cause each employee, agent, and contractor to be aware of and adhere to, all Lessor work site safety regulations, including without limitation environmental protection, loss control, safety, and security; and (2) comply with, and cause each employee, agent, and contractor to comply with all requirements in Exhibit B.

[Signature page follows]

**IN WITNESS WHEREOF**, the Parties hereto have executed and delivered this Lease as of the Effective Date.

Date of City Council Approval: \_\_\_\_\_ Item No: \_\_\_\_\_

**LESSOR:  
CITY OF HENDERSON  
CLARK COUNTY, NEVADA**

\_\_\_\_\_  
RICHARD A. DERRICK  
City Manager/CEO

ATTEST:

APPROVED AS TO FUNDING:

\_\_\_\_\_  
JOSE LUIS VALDEZ, CMC  
City Clerk

\_\_\_\_\_  
JIM MCINTOSH  
Chief Financial Officer

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

\_\_\_\_\_  
ED MCGUIRE  
Director of Public Works  
Review

\_\_\_\_\_  
NICHOLAS G. VASKOV      CAO  
City Attorney

**LESSEE:  
MILITARY ORDER OF THE PURPLE HEART CHAPTER 730  
a Nevada nonprofit corporation**

By: \_\_\_\_\_  
Name: Daniel T. Peterson  
Title: President

Date: \_\_\_\_\_



## **EXHIBIT B SAFETY REQUIREMENTS**

### **General Safety**

Neither City nor its employees or agents shall be responsible for safety on the Premises. It is Lessee's obligation to provide and assure a safe place for the performance of its services. Lessee shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Lessee shall comply with all laws bearing on the safety of persons or property or their protection from damage, injury, or loss. Lessee shall ensure that each of its own employees are fully informed concerning all safety, health, and security regulations pertaining to the services.

Lessee shall participate actively in the safety process by:

- Questioning any unsafe and/or unhealthy practice or condition.
- Reporting any unsafe conditions or practices discovered.
- Stopping any work activities believed to be an imminent danger.

### **Badging/Access Control**

Lessee shall comply with City facility access control procedures, including any background check requirements or other access requirements that are applicable to Lessee's personnel performing services at City facilities or having remote access to any City system, based on the City's policies and procedures in effect from time to time. If issued identification badges by the City, Lessee personnel shall wear them above the waist, identifying them as Lessee employees. Lessee shall limit travel on City premises and facilities to that necessary for performing the services.

### **Lessee Employee Personal Behavior**

- Drugs and alcohol are prohibited while on City property. Reporting to work under the influence of drugs or alcohol, or bringing drugs or alcohol onto City premises, is sufficient cause for exclusion from City property.
- Fighting, horseplay and practical jokes on City premises are expressly forbidden.
- Any sexual harassment or harassment because of race, color, religion, age, gender, disability, national origin, sexual preference, or any other basis made unlawful by any law is strictly prohibited.
- Smoking is permitted only in areas so designated by posted signs.
- Good personal hygiene is to be maintained by each Lessee employee(s) as a courtesy to City employees, and/or City customers they may encounter.

### **Training**

Lessee shall be responsible for safety training of all personnel who will have access to the work areas to meet all state, federal, and local and Lessee safety requirements.

**Subconsultants**

Lessee shall ensure that its subconsultants meet the same safety and health requirements and provide the same information to the City representative as required of Lessee.

**Injuries/Illnesses**

Lessee shall report all work site accidents injuries, and occupational illnesses to the appropriate City representative as soon as possible. Lessee representative shall forward a copy of the First Notice of Injury or Occupational Disease, to the City of Henderson, Finance Department, Risk Management Division as soon as possible.

**Accident/Incident Investigation**

Lessee shall conduct incident investigations to:

- Prevent further possible injury and property damage
- Collect facts about the incident
- Prevent recurrence

Root-cause analysis should be performed to determine the root cause of incidents. Incidents to include accidents/incidents, injuries, illnesses, and near misses, must be reported to the City representative as soon as possible. All accidents/incidents must be reported to the City representative as soon as possible. An initial written report must be completed within 24 hours or the next business day, whichever is earlier and submitted to the City representative.

**Accountability**

Infractions of established safety rules, failure to follow safety instructions, actions that endanger anyone, disregard for City property or the property of others, failure to comply with posted signs, or failure to take appropriate action where such action may be reasonably expected, are subject to measures up to and including termination of the Lease.