

**LEASE AGREEMENT BETWEEN BOYS & GIRLS CLUB OF TRUCKEE  
MEADOWS AND THE CITY OF RENO RELATING TO THE PROVISION OF AN  
EARLY CHILDHOOD EDUCATION PROGRAM AT THE COMMUNITY  
ASSISTANCE CENTER**

THIS LEASE AGREEMENT ("Agreement") is made and entered into this 11th day of October, 2017, by and between the **CITY OF RENO**, a Nevada municipal corporation, ("City"), and **BOYS & GIRLS CLUB OF TRUCKEE MEADOWS**, a Nevada non-profit corporation ("Tenant") recognized as exempt under section 501(c)(3) of the Internal Revenue Code.

WITNESSETH:

WHEREAS, the City is the owner of certain land and improvements located at 335 Record Street, Reno, Washoe County, Nevada and commonly referred to as the Community Assistance Center ("CAC"), hereinafter the ("Property");

WHEREAS, the City desires to make portions of the Property available to organizations to provide social services to the homeless population of the Reno community for the benefit of those individuals and the welfare of the general public;

WHEREAS, Tenant has an established record of providing social services to the homeless population; and

WHEREAS, without the services of Tenant, the City, pursuant to its interlocal agreement with Washoe County and City of Sparks, would otherwise be required to expend money for the welfare, safety, and protection of the homeless population and general public in the Reno community; and

NOW, THEREFORE, in consideration of the promises and commitments made herein, the sufficiency of which is hereby acknowledged, it is agreed as follows:

**1. Premises.** City does grant, devise, and let unto Tenant, and Tenant does by these presents Agreement from City the ("Premises") being a portion of the building and appurtenances thereto located at 335 Record Street, Reno, Nevada. The Premises is an area consisting of approximately 2,233 square feet on the Second Floor of the Community Resources Building and is further described as that area set forth in **Exhibit A- Floor Plan**, which is attached hereto and incorporated herein by this reference. City also hereby grants to Tenant a license, which is irrevocable during the term of this Agreement, to use the access ways, parking areas, sidewalks and other common use/common areas of the Property as are reasonably necessary for Tenant's use of the Premises.

**2. Term.** The term of this Agreement shall be determined based on the date of occupancy and shall end on June 30, 2020, unless sooner terminated pursuant to any provisions hereof. This Agreement may be renewed for subsequent three (3) year terms up to four (4) additional three (3) year terms,

upon mutual agreement by the Tenant and City, provided the Tenant is not in default of any term or condition of this Agreement and on the condition that:

- (a) Tenant is providing services to clients of the CAC and/or has developed a plan to include CAC clients in their services.
- (b) Utilizes the Homeless Management Information System, or mutually agreed upon system, to record services provided to clients.
- (c) Tenant has provided and the City accepts the Tenant's annual reports and audited financial statements for the prior year, the Tenant's current budget for their operation at the Premises, the most recent unaudited operating and other financial statements available and a statement of the Tenant's major sources of financial support.

Tenant must give written notice of intent to exercise each option for an additional term on or before October 1<sup>st</sup> of the current term. If notice is not properly given pursuant to this paragraph, renewal requires the written consent of the City. Further, if notice is not properly given, City may, in its discretion, deny the renewal and seek to program the Premises as it deems appropriate.

**3. Possession.** If the City cannot deliver possession of said Premises to the Tenant at the commencement of the term hereof, this Agreement shall not be void or voidable, nor shall City be liable to Tenant for any loss or damage resulting therefrom, nor shall the expiration date of the above term be in any way extended. In the event that City shall permit Tenant to occupy the Premises prior to the commencement date of the term, such occupancy shall be subject to all the provisions of this Agreement. Said early possession shall not advance the termination date hereinabove provided.

**4. Tenant Services.** The Premises are being let to Tenant for the purpose and on the condition of Tenant providing services to the homeless population of Washoe County. The services to be provided by Tenant shall include those services as set forth in **Exhibit B - Scope of Services** which is attached hereto and made a part hereof ("Services"). Tenant understands that this Agreement is conditioned upon providing such Services on a continuing and uninterrupted basis. In the event Tenant ceases to exist or operate and is no longer able to provide the Services specifically for those accessing the CAC shelters and/or experiencing homelessness, for any reason whatsoever, Tenant shall immediately provide written notice to City. Tenant's failure to provide Services shall constitute a default under this Agreement.

**5. Rent/Capital Improvement Reserve Payments.** City agrees to let the Premises to Tenant for a rental fee of \$1.00 per year, plus a fixed amount of \$1.00 per square foot, per year to be deposited in a capital improvement reserve fund which shall be utilized by the City for major repairs of the Premises and Property. Rental fee shall be paid with the first quarterly payment of each fiscal year. For the initial year of this Agreement, the amount to be paid to City for deposit into the capital improvement reserve fund shall be prorated and equal to \$1,116.50 or \$558.25 per quarter. The capital improvement amount will be increased by 3% per year, cumulative and compounded, on July 1st of each year. Tenant shall pay the amount due for each quarter in

advance without deduction, prior notice or demand on the first day of each quarter as long as this Agreement continues. At the time this Agreement is terminated or expires, any funds paid by Tenant remaining in the capital reserve fund account for any full months Tenant does not occupy the Premises will be refunded to the Tenant. All other funds shall become property of the City.

**6. Security Deposit.** A security deposit shall not be required of the Tenant.

**7. Obligation of City.** City warrants peaceful possession and quiet enjoyment of the Premises to Tenant during the term hereof upon performance of Tenant's covenants herein. Tenant acknowledges and understands the nature and types of services to be provided on the Property, and accepts that potential third-party disturbances relating therefrom shall not constitute any violation by City of this obligation.

**8. Condition of Premises.** Tenant covenants, agrees, and represents that prior to occupancy it has conducted a physical inspection of the Premises and that it accepts the same in its present condition, as is, as to its fitness for Tenant's purposes.

**9. Use of Premises.** Unless specifically prohibited herein or by law, Tenant shall have the right to occupy, use, operate and conduct its business within and upon the Premises specifically to provide those services and related administrative operations as set forth in **Exhibit B - Scope of Services** attached hereto and incorporated herein. No other uses, activities or operations shall be conducted by the Tenant from the Premises without first obtaining the City's prior written consent. In using the Premises, Tenant must comply with all applicable laws, ordinances, and regulations from any and all authorities having jurisdiction. Tenant specifically agrees to comply and pay all costs associated with achieving such compliance.

**10. Alterations, Improvements and Repairs.** Except as otherwise provided below in Sections 11 and 13 of this Agreement, Tenant shall make no alterations, improvements, or repairs to any portion of the Premises or the Property without written approval of the City. Further, Tenant agrees not to commit waste on the Premises and to return and surrender same to City upon termination of this Agreement in as good a condition as when the Agreement commenced, normal wear and tear excepted. Tenant shall promptly notify City of any necessary and emergency repairs within twenty-four (24) hours after discovery.

**11. Damage to Agreement Premises.** Tenant shall not cause damage or waste to the Premises or the Property, and this duty includes, but is not limited to, the following:

- (a) The doors, sashes, window, glass doors, lights and skylights that reflect or admit light into the halls or other places of the Premises shall not be covered or obstructed.
- (b) The toilets and urinals shall not be used for any purpose other than those for which they were constructed, and no rubbish, newspapers or other substance of any kind which could cause harm to such fixtures shall be thrown into them.
- (c) Excessive or unusual use of water is not allowed.

- (d) Tenant shall not cause structural damage to any portion of the Premises, which includes, but is not limited to, damage to walls, ceilings, partitions, floors, wood, stone or iron work, attachment of cabinets or other work which might result in damage to the Premises. Tenant shall be permitted to hang pictures on the walls of Tenant's offices, but it must be done in a workmanlike manner and in such a way as not to damage or deface such walls in an abnormal manner.

Tenant agrees that it shall be held liable for and bear the cost of repair for the acts of its agents, employees, clients, occupants, invitees and guests which result in the breakage, stoppage or damage to Premises and appurtenant facilities. All such repairs deemed necessary by City will be conducted in a timely manner by Tenant.

**12. Inspections and Repairs.** City may enter upon the Premises at all reasonable times, with others or through others, for any or all of the following purposes:

- (a) To examine the condition of the Premises and/or of any adjacent premises owned, Agreement or controlled by City.
- (b) With prospective tenants, to show the premises for Agreement.
- (c) To effectuate any necessary repairs, construct improvements or perform maintenance.
- (d) City's rights hereunder shall require such entry and all work done by City and its contractors be carried out with as little interference with Tenant's business operations as is reasonable, and shall be subordinate to the rights and privacy of patients and clients of Tenant.
- (e) To determine and effectuate closure of restricted areas, as it deems appropriate in consultation with Tenant.

City will provide reasonable notice to Tenant so as not to disrupt Tenant's operations. Tenant hereby waives any claim for damages or for any injury or inconvenience to or interference with Tenant's Services, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of the aforesaid purposes, City shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises, excluding Tenant's vaults, safes and files, and City shall have the right to use any and all means which City may deem proper to open said doors in an emergency, in order to obtain entry to the Premises without liability to Tenant except for any failure to exercise due care for Tenant's property. Any entry to the Premises obtained by City by any of said means, or otherwise shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Tenant from the Premises or any portion thereof.

**13. Maintenance.** Tenant shall be responsible for day-to-day maintenance of the Premises and the Property to maintain it in good condition and repair, in compliance with all applicable laws and minimum standards for maintenance as established by City, which will include procedures for the prevention of the spread of disease and infection. City's current standards for maintenance of the Premises are set forth in **Exhibit C - City Maintenance Standards** attached hereto and

incorporated herein. City reserves the right to update such standards to remain consistent with standards established for other City properties, upon providing written notice thereof to Tenant. Tenant shall notify City of any known maintenance issues relating to the Premises and Property as soon as possible, but in no event later than twenty-four (24) hours after discovery. Tenant's duties to perform maintenance shall include, but not be limited to:

- (a) Repairs to the Premises, ceiling light bulb and ballast replacement, repair or replacement of basic plumbing, electrical and mechanical systems.
- (b) Tenant shall provide for its own janitorial services, paper products, and cleaning supplies.
- (c) Tenant shall provide interior painting required as a result of its use of the Premises. All interior painting shall be in the same colors, or substitute color as may be approved by the City in writing.

**14. Halls and Stairways.** The sidewalks, halls, passages, elevators and stairways shall not be obstructed by any of the Tenants, their agents, employees, clients, guests or invitees, or used by them for any purpose other than for ingress to and egress.

**15. Wiring.** Electric wiring of every kind shall be introduced and connected as directed by City and no boring or cutting for wires will be allowed except with the prior written consent of City. The location of telephones, call boxes and similar equipment shall be subject to approval of City.

**16. Safes, Moving, Furniture, Etc.** City shall prescribe the weight, size, and position of all safes and other property brought into the Premises, and also the times of moving the same in and out of the building, and all such moving must be done under the supervision of City. City will not be responsible for any loss or damage to any such safe or property from any cause; but all damage done to the building by moving or maintaining any such safe or property shall be repaired at the expense of Tenant.

**17. Signs.** Tenant shall be responsible for the costs and maintenance of all signage relating to its use of the Premises and shall not affix or post any manner of sign, banner, poster, or notice anywhere within any exterior windows, on the outside of the Premises or elsewhere on the Property. City shall be entitled to approve all signage, including signs on exterior doors and doors leading into the Premises to properly identify Tenant's offices and hours of operation.

**18. Smoking/Alcohol.** Tenant shall not permit smoking at anytime anywhere within the Premises, restrooms or common areas. Smoking is permitted only in those outside areas as specifically designated and identified by City. Tenant's agents, employees, clients, guests and invitees who smoke on the Property are responsible for proper disposal of cigarette butts, ashes, and packaging. Possession and consumption of alcoholic beverages is prohibited at anytime, anywhere within the Premises, restrooms and common areas. Tenant shall notify its agents, employees, clients, invitees, and guests as necessary to enforce the smoking and alcohol prohibition.

**19. Disturbing the Peace and Noise.** Tenant shall not conduct its operations in a manner, or install or operate any sound, music instrument or device, or similar device on the Premises in such manner as to disturb or annoy other Tenants of the building. Tenant shall not install any antennae, aerial wires or other equipment outside the building without the prior written approval of the City.

**20. Locks.** No additional locks or bolts of any kind shall be placed upon any of the doors or windows by Tenant, or shall any changes be made in existing locks or the mechanisms thereof. Tenant must upon the termination of Tenant's tenancy, restore to City all keys furnished to or otherwise procured by Tenant and in the event of the loss of any keys so furnished, Tenant shall pay to City the cost thereof.

**21. Window Shades.** Tenant shall not install any blinds, shades, awnings, or other form of inside or outside window covering, or window ventilators or similar devices without the prior written consent of City.

**22. Animals, Vehicles and Refuse.** Tenant shall not allow anything to be placed on the outside window ledges of the premises or to be thrown out of the windows of the building. No bicycle or other vehicle and no animal, except for service animals, shall be brought into the offices, halls, corridors, elevators or any other part of the building by Tenant or the agents, employees, clients, guests or invitees of Tenant, and Tenant shall not place or permit to be placed any obstruction or refuse in any public part of the building.

**23. Defects and unsafe conditions.** Tenant shall give City immediate notice of any accidents to or defects in the water pipes, gas pipes, electric lights and fixtures, heating apparatus, elevators, or any other service equipment or any other unsafe or hazardous condition so it can be fixed without increased and/or damage to the facility. If the item is within Tenant's duties of maintenance, Tenant shall secure the area and commence repair within twenty-four (24) hours. If the item is outside of Tenant's duties of maintenance, Tenant will notify City within twenty-four (24) hours of the condition needing repair. City shall secure the area and determine how to proceed with the repair, which may require compliance with the public purchasing process applicable to local governments. Tenant agrees that it shall be liable for and bear the costs of any damage resulting from the failure of Tenant to give timely notice of any unsafe conditions or defects.

**24. Utilities.** City and Tenant agree that the utility services (electricity, gas, water, sewer, trash collection, cable and telephone) provided at the Premises shall be the responsibility of each party as set forth in **Exhibit D – Utility Services** which is attached hereto and incorporated herein by reference.

**25. Personal Property.** Tenant's personal property shall be removed upon the termination or expiration of this Agreement, unless such personal property is otherwise identified in **Exhibit E – Personal Property**, which is attached hereto and incorporated herein, as that specific personal property that shall remain in City's possession at the time of termination or expiration

of the Agreement.

**26. Insurance.** City shall maintain a policy of fire and extended coverage insurance on the Property and all improvements thereon. Tenant shall, at Tenant's expense, obtain and keep in force during the term of the Agreement, a policy of fire, theft, and other perils insurance covering tenant's furniture, fixtures, goods, wares, merchandise, and other personal property maintained on the Premises.

In addition, Tenant agrees that at all times during the term of this Agreement or extension thereof, at Tenant's expense, it shall obtain and keep in force during the term of this Agreement a policy of comprehensive public liability insurance naming the City as an additional insured and insuring City and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall have a Combined Single Limit of at least \$1,000,000 (one million dollars) including both liability and property damage, and insure against any liability for personal injury, death or property damage, as set forth above, and shall be written on an "occurrence basis". The limit of said insurance shall not, however, limit the liability of the Tenant hereunder. Tenant may carry said insurance under a blanket policy, providing, however, said insurance by Tenant shall have a City's protective liability endorsement attached thereto. If Tenant shall fail to procure and maintain said insurance, City may, but shall not be required to, procure and maintain same, but at the expense of Tenant. Insurance required hereunder, shall be in companies rated A VII or better in "Best's Insurance Guide" licensed to do business in the State of Nevada. Tenant shall deliver to City prior to occupancy of the Premises copies of policies of liability insurance required herein or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to City. No policy shall be cancelable or subject to reduction of coverage except after thirty (30) days prior written notice to City.

Tenant hereby agrees that except to the extent provided for under City's insurance, City shall not be liable for injury to Tenant's business or for damage to the goods, wares, merchandise or other property of Tenant, Tenant's agents, employees, clients, invitees, guests or any other person in or about the Premises or the Property. Nor shall City be liable for injury to the person of Tenant, Tenant's employees, agents, contractors, invitee, clients or customers, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water, rain, ice or snow, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning, or lighting fixtures, or from any other cause, including without limitation, any failure in the supply of any of the items or services in the Building, whether said damage or injury results from conditions arising upon the Premises or upon the Property or from any other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant. City shall not be liable for any damages arising from any act or negligence of any other Tenant on any portion of the Property.

**27. Hold Harmless.** Tenant shall indemnify and hold harmless City against and from any and all claims arising from Tenant's use of the Premises for the conduct of its business or from any

activity, work or other thing done, permitted or suffered by the Tenant in or about the Premises, and shall further indemnify and hold harmless City against and from any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Agreement, or arising from any act or negligence of the Tenant, or any officer, agent, employee, client, guest, or invitee of Tenant, and from all and again all cost, attorney's fees, expenses and liabilities incurred in or about any such claim or any action or proceeding brought thereon, and, in any case, action or proceeding be brought against City by reason of any such claim, Tenant upon notice from City shall defend the same at Tenant's expense by counsel reasonably satisfactory to City. Tenant as material part of the consideration to the City hereby waives all claims in respect thereof against City.

City or its agents shall not be liable for any damage to property entrusted to agents, employees, clients, guests or invitees of the Premises at the Property, nor for loss or damage to any property by theft or otherwise, nor for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Property or from the pipes, appliances or plumbing works therein or from the roof, street or subsurface or from any other place resulting from dampness or any other cause whatsoever, unless caused by or due to the negligence of City, its agents, servants or employees. City or its agents shall not be liable for interference with the loss of business or services by Tenant, nor shall City be liable for any latent defect in the Premises or in the Property. Tenants shall give prompt notice to City in case of fire or accidents in the Premises or in the Property or of defects therein or in the fixtures or equipment.

**28. Mutual Termination and Cancellation Without Cause.** The parties may mutually agree to terminate this Agreement by written agreement. In addition, either party may terminate this Agreement without cause by providing ninety (90) days written notice to the other party.

**29. Cancellation by City.** In addition to any right to which it may be entitled by law, City may cancel this Agreement upon and after default by Tenant in the performance of any of the terms and conditions herein required to be kept and performed by Tenant, and its failure to remedy such breach for a period of thirty (30) days after receipt from City of written notice of the existence of such default. Additionally, City may cancel this Agreement with twenty-four (24) hours written notice in the event Tenant ceases to deliver services which, in the sole judgment of City, are minimally necessary to qualify as a Tenant of the Property.

**30. Cancellation by Tenant.** Tenant may cancel this Agreement and terminate all of its obligations hereunder at any time subsequent to the commencement of the term upon the breach of City of, or its failure to perform any of the covenants or agreements herein contained and the failure of City to remedy such breach for a period of thirty (30) days after receipt of written notice from Tenant of the existence of such breach.

**31. Default.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by Tenant.



- (a) The vacating or abandonment of the Premises by Tenant;
- (b) The failure by Tenant to make any payment required to be made hereunder, as and when due, where such failure shall continue for a period of ten (10) days after written notice thereof by City to Tenant;
- (c) The failure by Tenant to observe or perform any of the covenants, conditions, or provisions to be observed or performed by the Tenant, where such failure shall continue for a period of ten (10) days after written notice thereof by City to Tenant; provided; however, that if the nature of Tenant's default is such that more than ten (10) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said ten (10) day period and thereafter diligently pursues such cure to completion. This provision shall not apply if a different period of time is specifically provided in this Agreement to comply with the applicable term and condition; in that event, the applicable time period of time shall control; and
- (d) The failure of Tenant to cease providing Services to clients of the CAC shelters as agreed upon by the parties above, and more specifically set forth in **Exhibit B- Scope of Services**, attached hereto.

**32. Remedies in Default.** In the event of any default or breach by Tenant, City may at any time thereafter, with or without notice or demand and without limiting City in the exercise of a right or remedy that City may have by reason of such default or breach:

- (a) Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Agreement shall terminate and Tenant shall immediately surrender possession of the Premises to City. In such event City shall be entitled to recover from Tenant all damages incurred by City by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Premises; including expenses necessary for renovation and alteration of the Agreement Premises, and reasonable attorney's fees;
- (b) Maintain Tenant's right to possession, in which case this Agreement shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event City shall be entitled to enforce all of City's rights and remedies under this Agreement;
- (c) Terminate this Agreement; or
- (d) Pursue any other remedy now or hereafter available to City under the laws or judicial decision of the State of Nevada.

**33. Notices.** All notices to be given hereunder shall be in writing and shall be deemed given upon the lapse of two days after deposit into the United States mail postage prepaid, or upon hand delivery if hand delivered, addressed as follows:

City: City of Reno  
Attn: CAC Manager  
Community Resources  
P. O. Box 1900  
Reno, Nevada 89505

Tenant: Boys & Girls Club of Truckee Meadows  
Attn: Mike Wurm  
2680 E. Ninth Street  
Reno, NV 89512

**34. Assignment.** Tenant shall not assign this Agreement, or sublet any portion of the Premises without first obtaining the City's prior written consent.

**35. Liens.** Tenant shall not encumber the Agreement, Agreement estate, or any improvements thereon. Nor shall Tenant permit any liens to be filed against the Property on account of any labor, material or supplies for which the lien laws of Nevada authorize the filing of a lien, but agrees to promptly pay for such labor, materials, or supplies before liens are filed.

**36. Waiver.** It is agreed that a failure on the part of City to declare this Agreement canceled for default by Tenant in any one or more of the terms, covenants, or conditions will not be considered or construed as a waiver of such rights on any further or future default on the part of Tenant. It is further mutually agreed that any failure on the part of City to take action against Lessee for any breach of term, covenant, or condition herein shall not be construed to constitute a waiver of any other or subsequent breach. Nor shall the subsequent acceptance of rent hereunder by City be construed as a waiver of any precedent breach of any term, covenant, or condition by Tenant.

**37. Force Majeure.** City shall not be deemed in default with respect to any of the terms, covenants, and conditions of this Agreement on City's part to be performed. If City fails to timely perform same and such failure is due in whole or in part to any strike, lockout, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, failure of power, restrictive governmental laws and regulations, riots, insurrections, war, fuel shortages, accidents, casualties, acts of God, acts caused directly or indirectly by Tenant (or Tenant's agents, employees, clients, guests or invitees) or any other cause beyond the reasonable control of City.

**38. Section Headings.** The section headings contained herein are for convenience in reference and are not intended to define, govern, limit, modify or in any manner affect the scope, meaning, or intent of the provisions of this Agreement.

**39. Time.** Time is of the essence of this Agreement and of the performance of each and every provision hereof.

**40. Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Nevada. Venue for initiation of any legal action shall be a court of competent jurisdiction located in Washoe County, Nevada.

**41. Representative Authority.** Each individual executing this Agreement on behalf of Tenant and City represents and warrants that he/she is duly authorized to execute and deliver this Agreement, and that this Agreement is binding upon said the parties in accordance with its terms. Tenant shall, within thirty (30) days after execution of this Agreement, deliver to City a certified copy of a resolution of the Board of Directors of its non-profit organization authorizing or ratifying the execution of this Agreement.

**42. Entire Agreement/Amendments.** This Agreement together with all exhibits expressly incorporated herein by reference and attached hereto shall constitute the whole Agreement between the parties. There are no terms, obligations, covenants, or conditions other than those contained herein. No modification or amendment of this Agreement shall be valid or effective unless evidenced by an agreement in writing signed by both parties.

IN WITNESS WHEREOF City and Tenant have caused this Agreement to be executed the day and year written at the top of this Agreement.

**BOYS & GIRLS CLUB OF TRUCKEE MEADOWS**

**Tenant**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF RENO**

**City**

\_\_\_\_\_  
BY: HILLARY L. SCHIEVE  
MAYOR

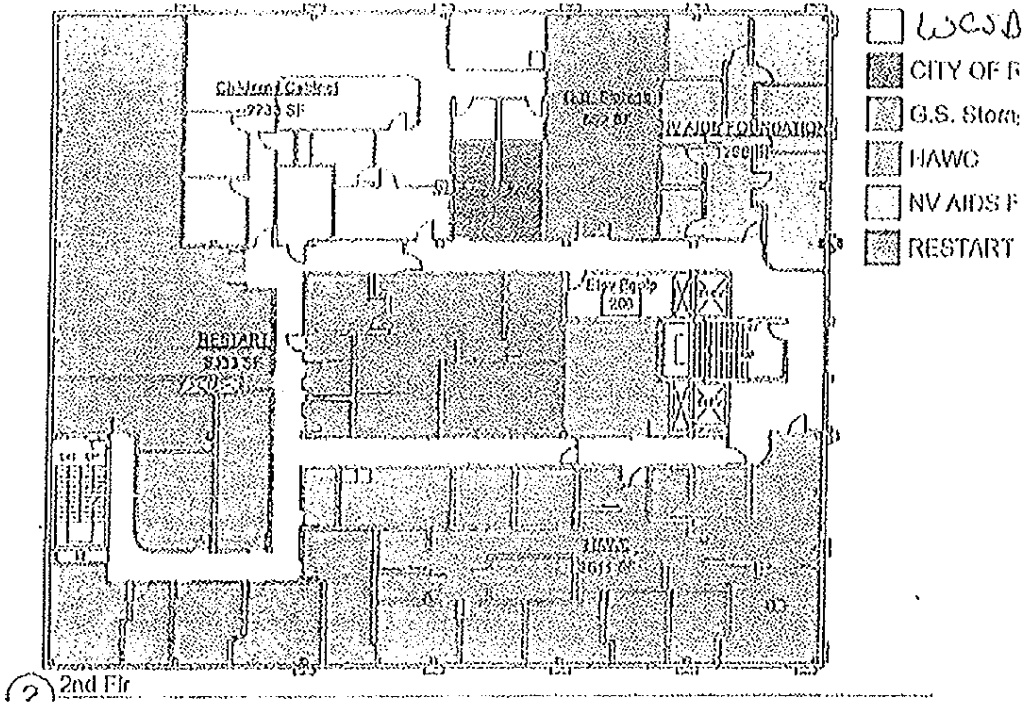
ATTEST:

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
DEPUTY CITY ATTORNEY

# Exhibit A Floor Plan



**Exhibit B**  
**Scope of Services**

The Boys & Girls Club of Truckee Meadows will provide services designed to meet the needs of children, youth and their families who are experiencing or at-risk of being homeless. The Boys & Girls Club of Truckee Meadows will accomplish this through collaboration and partnering with other providers. The Boys & Girls Club of Truckee Meadows may provide the following services at the CAC:

- Early childhood education programs and services,
- Parenting and adult education programs,
- Family services,
- Educational support for school-age children, and
- Access to additional servicing supporting educational goals

**Exhibit C**  
**Maintenance Standards**

Tenant shall maintain space by completing or causing to be completed the following janitorial duties, as applicable, at the identified frequencies.

A. Two Times per Week - Bathroom and Kitchen Areas

- Vacuum carpets, including under desks and behind wastebaskets, to include kitchen areas, lounges, and break room areas.
- Empty wastebaskets, changing plastic liners, all areas damp-wipe as needed.
- Clean and/or dust tables, file cabinet tops, and county tops, all areas.
- Clean and disinfect all basins, bowls, urinals, and trash receptacles; change plastic liners.
- Mop and disinfect all hard-surface floors, including stalls and urinals; vacuum carpeted areas.

B. Weekly - Public, Office, and Bathroom Areas

- Machine-scrub and speed-buff all hard-surface floors, including entrance ways and foyers.
- Wash all entrance way and interior glass doors.
- Clean, dust ledges, partition tops, file cabinet tops, baseboards, and chair arms and legs.
- Vacuum all vents, remove cobwebs and dust.
- Wash mirror and shelves.
- Wash and disinfect bathroom stalls and partitions.

C. Quarterly- Public, Office and Bathroom Areas

- Wash all interior windows and doors.
- Vacuum all upholstered furniture.
- Strip and wax vinyl flooring.
- Shampoo all carpeted areas using commercial wet extraction equipment (provide Facility Maintenance with an Annual Schedule of carpet cleaning).
- Repair any damage to interior spaces.

D. As Needed

- Refill, replace all paper products, towels, tissues, liners, and liquid hand soap.
- Empty, wash, and disinfect sanitary napkin disposal receptacles; change plastic liners.
- Remove rust or other stains from sinks, toilets, and urinals.

The City will make necessary maintenance of common areas and the exterior buildings and grounds, and make necessary capital repairs. Maintenance to include snow removal and internal and external common area security limited to the extent of the authorized budget for such. Capital Repairs shall mean a repair needed for the building or grounds not included as a responsibility of Tenant under the terms and conditions of this Agreement. Capital Repairs shall not include costs attributable to repairs or replacement to the extent covered by insurance or warranties or which are otherwise paid for by a third party, or costs of management or administration of the Agreement or space. Examples of Capital Repairs include, but are not limited to, roof and flashing repairs, sidewalk repairs, door replacement, and electrical, mechanical, or plumbing upgrades and repairs, and HVAC repairs. Capital Repairs will not include those caused by Tenant where said repairs are occasioned through the misuse or neglect, including failure to report, of Tenant or Tenant's invitees. If required repairs are occasioned through the misuse or neglect of Tenant, its employees or invitees, Tenant will be billed for the cost of such repairs.

Tenant shall maintain property in good condition and repair, in compliance with all applicable laws and normal professional standards and maintenance including non-Capital Repairs such as repair or replacement of basic plumbing, replacement of ceiling lights, floor cleaning, painting, removal of litter and other minor maintenance needs of space. Tenant shall ensure space remains free from hazards and immediately inform City of any hazards requiring a Capital Repair and/or in common areas of the facility.

**Exhibit D**  
**Utility Services**

- Each Tenant is responsible for the electric bill for the space; each area is separately metered.
- Tenants with a designated gas meter for water and/or washers, (i.e., ReStart and Good Shepherd's), are responsible for the associated gas bill.
- A common bill will be received by the City for HVAC and City will bill each entity monthly at the rate of \$.15 per square feet, adjusted annually, plus a pro-rated portion of HVAC for the IT center.
- Water will be billed to the City by the Truckee Meadows Water Authority and City will bill Tenants. The City shall establish a monthly water fee that will be paid by Tenant each and every month/quarter for water. The monthly water fee established will be an average of the prior twelve (12) months water bills and the Tenants share will be based on the percentage of their leased square footage. At the end of each fiscal year of occupancy the City may adjust the water fee up or down based on the actual water bills.
- City will bill Tenants for sewer services on the basis of water usage.
- Garbage collection is a free service to the Tenant.
- Each tenant is responsible to provide its own phone and/or cable service.



**Exhibit E**  
**Personal Property**

All materials affixed to the structure of the building as Tenant improvements are to remain upon expiration or termination of this Agreement.