### FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR THE LEASE OF SPACE BETWEEN CITY OF LAS VEGAS AND LAS VEGAS REDEVELOPMENT AGENCY

THIS AMENDMENT TO LEASE AGREEMENT ("**Amendment**") is made and entered into by and between the CITY OF LAS VEGAS, a Nevada municipal corporation (the "**City**") and the LAS VEGAS REDEVELOPMENT AGENCY, a public body in the State of Nevada (the "**RDA**") as of <u>August</u> 5, 2020 (the "**Effective Date**"). City and RDA are collectively referred to herein as the "**Parties**".

### WHEREAS:

\$

A. City and RDA entered into that certain Interlocal Agreement for the Lease of Space dated January 15, 2020 (the "Lease Agreement").

B. City and RDA mutually desire to amend the Lease Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms, conditions, and covenants hereinafter set forth, the Parties agree as follows:

1. <u>Definitions</u>. Any capitalized terms contained in this Amendment which are not defined in this Amendment shall have the same meaning as set forth in the Lease Agreement.

2. Leased Premises. Exhibit A to the Lease Agreement is hereby deleted and Exhibit A to this Amendment is hereby substituted in lieu thereof. The Parties agree that as of the Effective Date the Leased Premises shall be reduced and consist of approximately four thousand three hundred eighty-nine (4,389) square feet. RDA shall have the right at no cost to use the Event Space as defined in Article 4.4 of the Lease Agreement for a total of twenty-four days a year. City shall not provide any services or support in connection with the RDA's use of the Event Space and RDA shall be responsible for providing janitorial service before and after an event, running any electrical service for an event and all other required facility support for an event.

3. <u>Rent</u>. The Parties mutually agree that as of the Effective Date the Rent for the Leased Premises as modified by this Amendment will be <u>one dollar and twenty cents (\$1.20) per square foot</u> in the Leased Premises per month for a Total Monthly Rent of <u>five thousand two hundred sixty-six dollars</u> <u>and 80 cents (\$5,266.80)</u>. If the Effective Date is other than the first day of a calendar month, then the Parties agree to make a pro rata payment or credit of Rent from City in favor of RDA for the month in which the Effective Date occurs.

4. <u>Effect</u>. Except as provided in this Amendment, the Lease Agreement remains in full force and effect in all respects.

5. <u>Counterparts</u>. This Amendment may be executed in counterparts, and all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail, pursuant to NRS 719.240, and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

[LEFT BLANK INTENTIONALLY AND SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Lease as of the Effective Date as defined herein.

#### **CITY OF LAS VEGAS**

## LAS VEGAS REDEVELOPMENT AGENCY

By: <u>Carolyn G. Goodman, Mayor</u>

By: <u>Carolyn G. Goodman, Chair</u>

ATTEST:

#### ATTEST:

By: LuAnn D. Holmes, MMC, City Clerk

By: \_\_\_\_\_\_LuAnn D. Holmes, MMC, Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM: 7-16-20 li - chusDate  $\int -\frac{1}{Date} -\frac{1}{2} O = By \left( \sum_{\text{Legal Co}} \frac{1}{C} \right)$ k B Legal Counsel egal Counse

First Amendment to Interlocal Agreement for the Lease of Space

# <u>Exhibit A</u>

# **Revised Leased Premises**

