

The attached document was submitted to the  
**Truckee Meadows Fire Protection District** during  
the meeting held on July 21, 2015.  
by Chief Moore  
for Agenda Item No. # 8  
and included here pursuant to NRS 241.020(7) as  
amended by AB65 of the 2013 Legislative Session.



## LEASE AGREEMENT

This Agreement is made and entered into this \_\_\_ day of September, 2015 by the Sierra Fire Protection District, hereinafter "the District", and the United States Department of the Interior, Bureau of Land Management, Nevada State Office, Carson City District, hereinafter "BLM".

### WITNESSETH:

WHEREAS, the District is the sole owner of the Premises located at 11005 Longview Lane, Reno, NV APN 081-040-01, consisting of approximately 2400 square feet of space in the building generally known as the "Fire Truck Storage Barn - Peavine Volunteer Fire Station #331", together with parking areas, grounds and entrances, property which is not currently needed for the public purposes of the District; and,

WHEREAS, District and BLM are public agencies as defined at NRS 277.050(1) and District desires to lease to BLM, a federal public agency and fire partner for the region, the storage building and grounds for BLM's use; and,

WHEREAS, BLM and District have engaged in negotiations over the terms and conditions of an agreement allowing BLM use of the building and grounds and desire by this Agreement to define their respective rights, duties and liabilities relating to the lease of the Premises; and,

WHEREAS, pursuant to NRS 277.050(5) and (6) District adopted a resolution declaring its intent to lease the aforementioned premises and conducted a properly noticed hearing at which electors of the District were provided the opportunity to object to the lease,

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

### **TERMS**

1. Term: This Agreement shall commence on September 1, 2015 and shall terminate on July 31, 2018, unless sooner terminated by either party as provided for herein.

2. Termination: Either party may terminate this agreement for any reason upon 30 days written notice without penalty, charge, or sanction of any kind. Upon termination of this Agreement, BLM shall quit the Premises peaceably, with no damage to the Premises; normal wear and tear excepted and remove all of its property therein.

3. Lease Amount: The District agrees to rent to BLM, the Premises, described above, for its sole use and operation in consideration of (\$1,500.00) One Thousand Five Hundred Dollars per month, which payment shall be paid on or before the 1<sup>st</sup> of each month.

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4. Exclusive Use: BLM agrees the property shall only be used as/for the purposes of fire protection and safety services, including the storage of vehicles and equipment necessary for the same, and that any other such use shall be a breach of the Agreement unless another use is agreed to in writing by the District. BLM shall not conduct or at any time knowingly permit its employees, agents or visitors to conduct activity on the Premises that is unlawful or in violation of any federal or state statute, code or regulation or this Agreement. The Premises shall not be used for storage, transfer, processing, or any similar use of any toxic or hazardous materials. Without limitation to the foregoing, this Agreement is not, and is not intended to be, a residential lease, and BLM will not allow any employee or other person to use any of the property subject to this Agreement to be used for purposes of habitation or housing.

5. Consent for Additional Occupants: District consents to the use and/or occupancy of Premises by Federal agencies other than BLM, in the sole discretion of BLM; however, BLM acknowledges that all obligations of the Agreement remain the sole responsibility of BLM. BLM shall not use or permit the Premises or any part thereof to be used for any purpose other than the conduct of the necessary business of the BLM or its assigns.

6. Condition, Alterations and Improvements:

A. Property "as is": BLM understands and agrees to lease the building, property and all property affixed to the building or property "as is" with no expectation of improvements or changes by the District unless otherwise described herein.

B. Alterations: BLM agrees that it shall not paint, erect partitions, install or change any doors or windows, or place any nails, screws or other implements or fasteners into the woodwork or walls without the prior written consent of the District. The parties agree that all the erections, additions, fixtures and improvements, excepting only decorative items and movable office furniture, made in or upon the Premises shall be District's property and shall remain upon the Premises at the termination of this Agreement by lapse of time or otherwise, without compensation to Lessee.

C. Improvements and Repairs: District reserves the right from time to time at its own expense to make such improvements, alterations, renovations, changes, and repairs in and about the Premises as District shall deem desirable or necessary.

D. Keys and Codes: District shall provide any and all keys and codes for all locks and access to the Premises.

E. Repairs: Lessee agrees that all damage done to the Premises by Lessee or its invitees, assigns, or any person present because of Lessee's occupation of the Premises, shall be paid by Lessee.



7. Utilities: BLM shall pay for all propane, electric, telephone and internet. The District shall pay for trash pickup and one temporary sanitation facility. BLM acknowledges that there is no running water within the facility.

8. Maintenance: BLM agrees to maintain the building and grounds in a clean and orderly manner at all times, including, but not limited to removal of weeds and vegetation in and around the building and propane tank, replace light bulbs and

9. Right of Entry and Inspection: Upon reasonable notice, the District retains the right to enter and inspect the premises and grounds from time to time.

10. Non-Assignment by BLM. BLM shall not assign, sublet, or otherwise transfer any of its interest to any third party without first obtaining the written consent of District.

11. Dissolution of District. BLM has been informed and hereby acknowledges that the District may consolidate, merge or otherwise join with the Truckee Meadows Fire Protection District, hereinafter "TMFPD", and that such action may result in the dissolution of District and transfer of all District assets, property, debts, liabilities, equipment, leases, contracts and other obligations. BLM agrees that, upon the dissolution of District, all District rights and duties under this Agreement shall automatically transfer and be assumed by TMFPD without need for further amendment to this Agreement, provided that District shall reasonably notify BLM of the dissolution and assignment of this Agreement. Following such notice, payments shall be made to TMFPD until termination of the agreement.

12. Insurance: BLM is hereby advised and understands that the property of BLM is not insured by the District for either damage or loss and the District assumes no liability for any such loss or damage incurred.

13. Indemnification/Hold Harmless: District has established specific insurance and indemnification requirements for organizations contracting with District or its agencies to provide services, use District facilities, or receive funding. Indemnification and hold harmless clauses are intended to insure that organizations accept and are able to pay for losses or liabilities related to their activities. BLM shall hold harmless, indemnify and defend District from and against any loss, damage, claim, suit or liability due to injury, including death, or property damage, to any third party arising out of the acts or omissions of the BLM, its agents or employees, in connection with the lease and use of the Property and the BLM's duties and responsibilities pursuant to this Agreement.

14. Applicable Law and Exclusive Forum: The parties agree that this Agreement is entered into in the State of Nevada and shall therefore be governed by the laws of Nevada without resort to conflict of laws principles. The parties also consent to jurisdiction in the state and federal courts of Nevada and agree that such courts shall have exclusive jurisdiction over disputes arising out of the interpretation of this Agreement.

15. Entire Agreement: This Agreement constitutes the entire agreement between the

parties and supersedes all other proposals and representations, both oral and written, covering the subject matter hereof.

16. Severability: If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Agreement.

17. Notice: When by the terms of this Agreement written notice is required to be sent, such notice shall be deemed sufficient if sent by regular mail, postage prepaid to the parties at the addresses appearing below. Notice shall be deemed received three days following mailing. For any matter relating to this Agreement, correspondence shall be addressed:

As to the District: Charles A. Moore, Fire Chief  
Sierra Fire Protection District  
PO Box 11130  
Reno, NV 89520

As to BLM:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the District and BLM have duly affixed their signatures:

**SIERRA FIRE PROTECTION DISTRICT  
BOARD OF FIRE COMMISSIONERS**

**BLM**

By \_\_\_\_\_  
Marsha Berkgigler, Chair

By \_\_\_\_\_  
Name and Title:

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_