

## FIRST AMENDMENT TO AIR QUALITY EQUIPMENT LICENSE AGREEMENT

This FIRST AMENDMENT TO AIR QUALITY EQUIPMENT LICENSE AGREEMENT (the "**First Amendment**") is made by and between the CITY OF LAS VEGAS, a Nevada municipal corporation ("**City**"), and CLARK COUNTY, a political subdivision of the State of Nevada ("**County**"). City and County are sometimes collectively referred to herein as the "**Parties**" and individually as "**Party**".

This First Amendment is effective on the date of approval by the City or County, whichever date is later, as long as approval by one is within thirty (30) calendar days of approval by the other ("**Effective Date**").

### RECITALS

WHEREAS, the Parties previously entered into that certain Air Quality Equipment License Agreement dated October 7, 2014 ("**License**") for County to construct, operate and maintain air quality monitoring equipment ("**County Equipment**") on a portion of real property owned by City located at 500 North Casino Center Las Vegas, Nevada, Assessor's Parcel Number 139-27-803-008, more commonly known as the Las Vegas Fire & Rescue Headquarters (the "**Property**"), as depicted in **Exhibit A**; and

WHEREAS, County has exercised all Renewal Term(s) (as defined in the License) and the License is due to expire October 6, 2024; and

WHEREAS, County desires to extend the License; and

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

1. Section 2 of the License will be amended to add the following language:  
  
2.1. **EXTENDED TERM.** Upon expiration of the Term described in Section 2 *supra*, the License will be extended for an additional ten (10) years and shall automatically terminate at 11:59 p.m. local time on October 6, 2034. Notwithstanding the foregoing, this License may be terminated by either Party upon ninety (90) calendar days' prior notice in writing to be served upon the other Party pursuant to Section 8 *infra*, REVOCABLE LICENSE AND TERMINATION.
2. Section 8 of the License will be deleted and replaced with the following:  
  
8. **REVOCABLE LICENSE AND TERMINATION.** Notwithstanding any improvements made by County to the Property or any sums expended by County in furtherance of this License, the rights granted herein are revocable and may be terminated by City in accordance with the terms of this License. This License may be terminated at any time by either Party upon ninety (90) calendar day's prior notice in writing to be served upon the other Party. In cases of an emergency or a breach of this License by either Party, this License may be terminated by either Party Immediately.
3. Section 11, Notice, is hereby amended to update the City's contact information for notice as follows:

For City:	City of Las Vegas Attn: Real Estate Manager 495 South Main Street, Fifth Floor Las Vegas, Nevada, 89101 Telephone: 702-229-1022 Email: <a href="mailto:tboyce@lasvegasnevada.gov">tboyce@lasvegasnevada.gov</a>
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4. The following Section 13 will be added to the License:

Section 13. **BUSINESS DAYS.** For the purposes of this License, "Business Days" shall mean any day other than a Friday, Saturday, Sunday, or legal holiday under the laws of the United States or the State of Nevada.

5. Capitalized terms used herein but not otherwise defined shall have the meaning set forth in the License.

6. The Parties represent and acknowledge that as of the date of this First Amendment, neither Party (i) is in default under the terms of the License; (ii) has any defense, set off or counterclaim to the enforcement by either Party of the terms of the License; and (iii) is aware of any action or inaction by either Party that would constitute an Event of Default by either Party under the License.

7. In the event of a conflict between any provision(s) of the License, this First Amendment shall control.

8. All other terms and conditions of the License, except as specifically amended herein, shall remain unmodified and in full force and effect. In all other respects, the License is hereby ratified and confirmed, in full.

9. This First 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, regardless of whether originals are delivered thereafter.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

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Signature Page

IN WITNESS WHEREOF, the Parties have executed this First Amendment on the Effective Date.

**CITY OF LAS VEGAS**

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

Carolyn G. Goodman, Mayor

Date

Council Action: \_\_\_\_\_, 2024; Item # \_\_\_\_\_

ATTEST:

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

LuAnn D. Holmes, MMC, City Clerk Date

Approved as to Form:

Dimitri P. Dalacas  
Chief Deputy City Attorney

By:

  
Deputy City Attorney

8/22/24  
Date

[SIGNATURES CONTINUED ON NEXT PAGE]

FIRST AMENDMENT TO AIR QUALITY EQUIPMENT LICENSE AGREEMENT

Signature Page (Continued)

**CLARK COUNTY, NEVADA**

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

Shauna Bradley

Director of Real Property Management

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

Approved as to Form:

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

Nichole Kazimirovich

Date

Deputy District Attorney

EXHIBIT A

# ATKINS

Atkins North America, Inc.  
2270 Corporate Circle, Suite 200  
Henderson, Nevada 89074-7755

Telephone: 702.263.7275  
Fax: 702.263.7200

[www.atkinsglobal.com/northamerica](http://www.atkinsglobal.com/northamerica)

EXHIBIT A

LICENSE AREA  
APN 139-27-803-008

BEING A PORTION OF PARCEL 1 AS SHOWN ON THE MAP THEREOF IN FILE 119 OF PARCEL MAPS, PAGE 12, OFFICIAL RECORDS, CLARK COUNTY, NEVADA, LOCATED IN THE SOUTH HALF (S1/2) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 27, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL 1, BEING A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1475.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS SOUTH 3°28'07" WEST; THENCE ALONG THE SOUTHWESTERLY BOUNDARY OF SAID PARCEL 1 AND ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 6°05'20", AN ARC LENGTH OF 156.75 FEET; THENCE NORTH 9°33'27" EAST, DEPARTING SAID SOUTHWESTERLY BOUNDARY, 4.73 FEET TO THE POINT OF BEGINNING; THENCE NORTH 80°04'05" WEST, 27.50 FEET; THENCE NORTH 12°25'20" EAST, 17.52 FEET; THENCE SOUTH 80°04'05" EAST, 27.00 FEET; THENCE SOUTH 10°48'04" WEST, 17.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 477 SQUARE FEET (0.00 ACRES), MORE OR LESS AS DETERMINED BY COMPUTER METHODS.

BASIS OF BEARINGS:

S 62°00'26" E - BEING THE CENTERLINE OF BONANZA ROAD AS SHOWN ON THE MAP THEREOF IN FILE 119 OF PARCEL MAPS, PAGE 12, OFFICIAL RECORDS, CLARK COUNTY, NEVADA.



