

**Carson City  
Agenda Report**

**Date Submitted:** September 21, 2015

**Agenda Date Requested:** October 1, 2015

**Time Requested:** 5 Minutes

**To:** Mayor and Supervisors  
**From:** Deputy DA Joe Ward

**Subject Title:** The public's opportunity to express objections to "Lease Agreement" between Carson City Sheriff's Office as lessor, Nevada's Public Works Division as lessee, and Dept. of Public Safety Nevada Highway Patrol (NHP) as tenant, established by Resolution 20 on May 21, 2015.

**Staff Summary:** NRS 277.050(5)(c) requires the Board of Supervisors to allow the public to express objections to this lease not less than two weeks after its approval. It was approved as Item No. 9 on the Board's May 21, 2015 agenda. Public comment was sought and none was given.

**Type of Action Requested:** (check one)

Resolution       Ordinance – First Reading  
 Formal Action/Motion       Other (Non-Action – Discussion only)

**Does This Action Require A Business Impact Statement:**  Yes  No

**Recommended Board Action:** This is a non-action item. The City is required by NRS 277.050(5)(c) to allow the public an opportunity to express additional objection to the "Lease Agreement" approved by Resolution 20 on May 21, 2015.

**Explanation for Recommended Board Action:** This is a pro forma requirement pursuant to NRS 277.050(5)(c).

**Applicable Statute, Code, Policy, Rule or Regulation:** NRS 277.050(5)(c),

**Fiscal Impact:** None

**Explanation of Impact:** N/A

**Funding Source:** N/A

**Prepared By:** Deputy DA Joe Ward

Reviewed By: K. Paulson Date: 9/22/15  
(Sheriff)  
Mike Munawar Date: 9/22/15  
(City Manager)  
D. G. Date: 9/22/15  
(District Attorney)  
Nancy Paulson Date: 9/22/15  
(Finance Director)

**No Board Action – non action item**

9

**Carson City**  
**Request for Board Action**

**Date Submitted:** May 12, 2015

**Agenda Date Requested:** May 21, 2015

**Time Requested:** 10 Minutes

**To:** Mayor and Supervisors  
**From:** Carson City Sheriff's Office

2015. R. 20

**Subject Title:** For Possible Action: To approve by resolution, pursuant to NRS 277.050, the "Lease Agreement" between the Carson City Sheriff's Office (CCSO) as the Lessor and the State of Nevada's Public Works Division as the Lessee and the Department of Public Safety's Nevada Highway Patrol (NHP) as the Tenant. (Sheriff Furlong)

**Staff Summary:** The NHP currently occupies space in the CCSO facility. The CCSO and the NHP wish to continue this space sharing relationship and the NHP, under the "Lease Agreement" would pay the CCSO \$2,330 per month in rent beginning on July 1, 2015. The "Lease Agreement" will expire on November 30, 2018 unless renewed.

**Type of Action Requested:** (check one)

Resolution       Ordinance  
 Formal Action/Motion       Other (Specify)

Copy of Agenda Rpt.,  
Resolution & lease agreement  
to Kathie Heath.

**Does This Action Require A Business Impact Statement:**  Yes  No

5-21-15

**Recommended Board Action:** I move to approve by resolution, pursuant to NRS 277.050, the "Lease Agreement" between the Carson City Sheriff's Office (CCSO) as the Lessor and the State of Nevada's Public Works Division as the Lessee and the Department of Public Safety's Nevada Highway Patrol (NHP) as the Tenant.

CF

**Explanation for Recommended Board Action:** Taking this action will generate revenue for the CCSO from an ongoing office space sharing relationship between it and the NHP.

**Applicable Statute, Code, Policy, Rule or Regulation:** NRS 277.050, NRS 244.2795, and NRS 331.110.

**Fiscal Impact:** None

**Explanation of Impact:** N/A

**Funding Source:** N/A

**Alternatives:** Refer the matter back or deny the lease arrangement regarding CCSO office space and the NHP.

**Prepared By:** Kathie Heath, Chief of Financial Services

Reviewed By: K. D. Rutherford Date: 5/13/15  
(Sheriff) Mark W. Weller Date: 5/13/15  
(City Manager) Joseph L. Bergman Date: 5/13/15  
(District Attorney) Debbie A. Rutherford Date: 5/13/15  
(Finance Director)

**Board Action Taken:**

Motion: App 1) KA Aye/Nay 5/0  
2) VS

SM  
(Vote Recorded By)

**RESOLUTION NO. 2015-R-20**

**A RESOLUTION ADOPTING AND APPROVING A LEASE AGREEMENT, BY AND BETWEEN CARSON CITY, BY AND THROUGH ITS CARSON CITY SHERIFF'S OFFICE AS LESSOR, AND THE STATE OF NEVADA, DEPARTMENT OF ADMINISTRATION, PUBLIC WORKS DIVISION AS LESSEE, FOR AND ON BEHALF OF THE DEPARTMENT OF PUBLIC SAFETY, NEVADA HIGHWAY PATROL AS THE TENANT.**

**WHEREAS**, NRS 277.050 allows the Board of Supervisors to lease any real property owned by Carson City without complying with the provisions of NRS 244.2795 to the State for a term not exceeding 99 years without advertising for public bids and for such consideration as is authorized by the Board of; and

**WHEREAS**, the subject property is described in the subject "LEASE AGREEMENT" a copy of which is attached hereto as Exhibit 1; and

**WHEREAS**, the term does not exceed 99 years and the rent is set forth in the "LEASE AGREEMENT" a copy of which is attached hereto as Exhibit 1; and

**WHEREAS**, the time has been fixed, directly after the item to approve this resolution, for the public to set forth any objections to the attached "LEASE AGREEMENT"; and

**WHEREAS**, the time and place of the public meeting on the approval of this resolution and objections to the "LEASE AGREEMENT" has been published in a newspaper of general circulation published in Carson City which has been published not less than twice, on successive days, the last publication to be not less than 7 days before the date of the public meeting on this resolution and immediately thereafter to entertain objections to the "LEASE AGREEMENT" from the public.

**NOW, THEREFORE, BE IT RESOLVED** that the terms and conditions of the Lease Agreement by and between Carson City, by and through its Carson City Sheriff's Office as Lessor, and the State of Nevada, Department of Administration, Public Works Division as Lessee for and on behalf of the Department of Public Safety, Nevada

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Highway Patrol as the Tenant, are hereby adopted and approved and the Mayor and Sheriff of Carson City are hereby authorized to execute the "LEASE AGREEMENT" attached hereto.

Upon motion by Supervisor Karen Abowd, seconded by Supervisor Jim Shirk, the foregoing Resolution was passed and adopted this 21<sup>st</sup> day of May, 2015, by the following vote:

AYES: Supervisor Karen Abowd  
Supervisor Jim Shirk  
Supervisor Brad Bonkowski  
Supervisor Lori Bagwell  
Mayor Robert Crowell

NAYS: None.

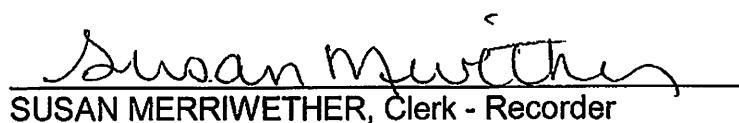
ABSENT: None.

ABSTAIN: None.



ROBERT L. CROWELL, Mayor

ATTEST:



Susan Merriwether  
SUSAN MERRIWETHER, Clerk - Recorder

## LEASE AGREEMENT

2 THIS LEASE AGREEMENT (the "Lease"), made and entered into  
3 this \_\_\_\_ day of \_\_\_, \_\_\_\_, pursuant to NRS 277.050 and NRS 331.110  
4 by and between CARSON CITY by and through the CARSON CITY  
5 SHERIFF'S OFFICE (CCSO), hereinafter referred to as LESSOR, and  
6 the STATE OF NEVADA, DEPARTMENT OF ADMINISTRATION, PUBLIC WORKS  
7 DIVISION, hereinafter referred to as LESSEE, for and on behalf  
8 of the DEPARTMENT OF PUBLIC SAFETY, NEVADA HIGHWAY PATROL (NHP),  
9 hereinafter referred to as TENANT (hereinafter collectively  
10 known as "the Parties").

W I T N E S S S E T H:

12 For and in consideration of the rents herein reserved and  
13 the covenants, terms and conditions herein contained, the LESSOR  
14 does by these presents lease unto LESSEE the following described  
15 property:

16       2330 usable square feet of office space, (the "Demised  
17       Premises") and "Shared Space" located at 911 East  
18       Musser Street, Carson City, NV 89701 See "EXHIBIT A -  
19       Demised Premises", attached hereto and incorporated  
20       herein.

22 The Demised Premises is located within the Carson City  
23 Sheriff's Office (LESSOR) facility and LESSOR and  
24 TENANT intend to collocate at that location.  
25 Therefore, in consideration of the rents herein

1 reserved TENANT shall also have the right to the use  
2 and enjoyment of the following "Shared Space": fitness  
3 center, employee restrooms with lockers, break room,  
4 interview rooms, data room, and conference room known  
5 as the "Ormsby Room" and other areas as mutually agreed  
6 to between LESSOR and TENANT. TENANT will reserve in  
7 advance the use of interview rooms and/or the "Ormsby  
8 Room, which will be accessible subject to availability.

9 **ONE. TERM OF LEASE.**

10 1.1 Term of Lease. Subject to Section Twenty-Six below,  
11 LESSOR hereby leases unto LESSEE and LESSEE agrees to lease from  
12 LESSOR 2,330 usable square feet of office space, located at 911  
13 East Musser Street, Carson City, Nevada 89701, effective after  
14 approval by the Nevada Board of Examiners (BOE) which is  
15 anticipated to be on or about \_\_\_\_\_, 2015. Approval  
16 of the Carson City Board of Supervisors (BOS) by resolution  
17 followed by a public meeting for objections, pursuant to NRS  
18 277.050, is required. The Lease Term shall commence only after  
19 approval by the BOE and will expire on or about November 30,  
20 2018, unless this Lease has been renewed according to the  
21 provisions hereinafter set forth.

22 1.2 Lack of Funding. Absent legitimate reason, action, or  
23 mandate on the part of the Executive Branch of the State of  
24 Nevada, the Nevada State Legislature and/or the Federal  
25 Government affecting TENANT'S funding or ability to satisfy its

1 rental payment obligation, TENANT agrees that during the term of  
2 this Lease it will in good faith include in its agency budget  
3 request, pursuant to NRS 353, authorization to receive and  
4 expend state and/or federal dollars sufficient to meet the  
5 TENANT'S obligations under this Lease. However, it is hereby  
6 specifically and expressly agreed by the Parties hereto that  
7 this Lease or any renewal thereof shall be terminated  
8 immediately if for any reason, action, or mandate on the part of  
9 the Executive Branch of the State of Nevada, the Nevada State  
10 Legislature and/or the Federal Government limits, restricts, or  
11 impairs TENANT'S funding or ability to satisfy its rental  
12 payment obligation. TENANT shall pay the rent for the month in  
13 which such occurrence and termination takes place and shall have  
14 no other rental payment obligation to LESSOR thereafter under  
15 this Lease or for the Demised Premises. The LESSOR shall retain  
16 its other remedies which are provided in the Lease but the  
17 LESSOR shall have no rights to collect any further rents from  
18 TENANT. Proof by TENANT of a reduction or elimination of  
19 funding which was intended to be used as all or part of the  
20 funding for the payment of the rental under this Lease shall be  
21 sufficient if copies of supporting state or federal documents  
22 are furnished to LESSOR or if the Executive Director of TENANT  
23 provides an Affidavit that such funding or other limiting  
24 eventuality has occurred.

25

1           **TWO. COMPLIANCE WITH THE LAW.** The LESSOR shall promptly  
2 execute and comply with all statutes, rules, orders, building  
3 codes, fire codes (including but not limited to required fire  
4 extinguishers), ordinances, requirements, and regulations of the  
5 City, County, State, and Federal governments, including OSHA,  
6 the Americans with Disabilities Act of 1990 (42 USC Section  
7 12101 through 12213 and 47 USC Sections 225) and their  
8 underlying regulations and rules, applicable to the Demised  
9 Premises. Nothing herein contained shall be construed to  
10 restrict the LESSOR from contesting the validity of any such  
11 regulations, rule, or ordinance, provided the LESSOR indemnifies  
12 the LESSEE to its reasonable satisfaction against the  
13 consequences of non-compliance during the period of dispute.

14           **THREE. AUTHORITY.** LESSOR and TENANT understand that per  
15 Nevada Revised Statues, NRS 331.110 the Administrator of the  
16 State Public Works Division is responsible for acting hereunder  
17 as the LESSEE and equipping the office space for the TENANT.

18           **FOUR. RENT.** TENANT agrees to pay to the LESSOR as and for  
19 rental for said Demised Premises the sum of: two thousand three  
20 hundred and thirty dollars 00/100 (\$2,330.00) per month.

21           TENANT and LESSOR both agree TENANT's obligation to pay  
22 rent shall begin July 1, 2015.

23           Rent shall be payable quarterly in advance without offset  
24 or deduction except as provided for elsewhere in the Lease on  
25

1 the first day of each calendar quarter to LESSOR at its address  
2 in Section Nineteen below.

3       **FIVE. PROPERTY TAXES AND OPERATING EXPENSES.** It is  
4 understood and agreed between the Parties that the rent  
5 described in Section Four above shall compensate LESSOR for  
6 TENANT'S pro rata share of any and all operating expenses  
7 attributable to the building complex, the building, or the  
8 Demised Premises. There shall be no pass-through of property  
9 tax or any type of operating expense to TENANT or LESSEE.

10       **SIX. UTILITIES AND SERVICES.**

11       6.1 Utilities and Services Provided by LESSOR. LESSOR, at  
12 LESSOR'S sole cost and expense, shall provide the building,  
13 including the Shared Space and Demised Premises with the  
14 following utilities and services:

15       a) UTILITIES. Gas, water, sewer and electricity.

16       b) HVAC SYSTEM. A heating, ventilation and air conditioning  
17 ("HVAC") system.

18       c) SERVICES. LESSOR shall provide and pay for the following:

19           i.      Trash collection;

20           ii.     Pest control (interior and exterior);

21           iii.    Elevator service, (if applicable);

22           iv.     Provide and service fire extinguishers and any other  
23 fire protection/prevention devices as required by governmental  
24 regulations;

25           v.     Snow and ice removal; and

1 vi. Janitorial services.

2       6.2 Hours of Operation. TENANT shall have access to the  
3 Demised Premise and the Shared Space twenty-four hours a day 365  
4 days a year as necessary to carry out its operations.

5       6.3 Building Access. LESSOR shall provide TENANT with  
6 access control cards, alarm codes, and building keys for TENANT  
7 employees' access to the Demised Premises and Shared Space.  
8 TENANT shall be responsible for safeguarding all LESSOR access  
9 control cards, alarm codes, and building keys and ensuring that  
10 only authorized employees have building access.

11       TENANT shall have access to the building exterior for the  
12 purposes of maintaining or upgrading the digital in-car video  
13 system (currently provided by L-3 Communications) on the  
14 building exterior, including but not limited to receiver(s) and  
15 antenna(e), and in the data room, including but not limited to  
16 server(s), router(s), switch(es) and cabling.

17       TENANT and its State technology staff shall have access to  
18 the data room and the ability to integrate with LESSOR's network  
19 for purposes of network connectivity for TENANT computers.  
20 TENANT will ensure access to the data room is coordinated with  
21 LESSOR in accordance with LESSOR'S technology policies.

22       6.4 Co-location. TENANT and LESSOR shall ensure that their  
23 respective employees are sufficiently certified to view, modify,  
24 or otherwise use data which may be housed within the building.

1 It is the responsibility of TENANT and LESSOR to safeguard the  
2 privacy of its own data.

3 Neither LESSOR'S nor TENANT'S personnel shall act in any  
4 manner that unreasonably causes disruption to the other party's  
5 right to quiet enjoyment of the Premises.

6 6.5 Utilities and Services Provided and Paid by TENANT.

7 TENANT shall be responsible for any costs associated with the  
8 installation, maintenance and use of its technology services and  
9 equipment.

10 **SEVEN. REPAIR AND MAINTENANCE.** LESSOR, at LESSOR'S sole  
11 cost and expense, agrees to provide maintenance and make any and  
12 all repairs necessary to keep the building and the Demised  
13 Premises in a first-class condition during the Lease Term.

14 LESSOR agrees to conduct any and all repairs and maintenance  
15 to the Demised Premises, the building and common area facilities  
16 at reasonable times and without undue inconvenience to LESSEE or  
17 TENANT and for which, reasonable access shall be provided  
18 thereby. When making repairs, LESSOR shall take necessary  
19 actions to protect TENANT'S property and personnel from loss,  
20 damage and injury and to avoid disrupting TENANT'S use and  
21 occupancy of the Demised Premises. Any damage to the Demised  
22 Premises or property caused by TENANT's operations shall be  
23 repaired and/or replaced by TENANT in a timely manner. LESSOR  
24 shall be reimbursed by TENANT for the actual cost of repairs  
25 and/or replacement incurred as a result of TENANT'S operations

1 in the event that TENANT fails to repair and/or replace in a  
2 timely manner.

3 Any necessary maintenance undertaken by the TENANT that  
4 impacts the building interior or exterior shall be coordinated  
5 in advance with the LESSOR and paid for by TENANT.

6 **EIGHT. REDUCTION OF SERVICES.** The rent and any other monies  
7 payable, if any, is based in part upon utilities, services,  
8 repairs and maintenance (hereinafter "Services") which LESSOR  
9 shall provide as described in Section Six and Section Seven,  
10 above. If Services to be provided by LESSOR are interrupted  
11 (except from circumstances beyond LESSOR'S control) and the  
12 interrupted Services substantially impair and/or materially  
13 handicap TENANT'S intended use or enjoyment of the Demised  
14 Premises, TENANT'S rent and any other monies payable, if any,  
15 shall be abated proportionately for the period of interruption  
16 beginning with the date the interruption in Services began and  
17 ending when the Services are restored.

18 **NINE. ALTERATIONS, ADDITIONS AND IMPROVEMENTS.** Upon prior  
19 approval from LESSOR, TENANT shall be responsible for any and  
20 all costs associated with the installation, maintenance and use  
21 of any other services or equipment that impacts the Demised  
22 Premises.

23 TENANT shall obtain prior approval from LESSOR before  
24 installing and/or maintaining services or equipment or other  
25

1 personal property to assure LESSOR that installation or  
2 maintenance will be performed with minimal disturbance.

3 The Demised Premises shall be restored at the end of  
4 TENANT'S operation to a condition equal to the condition at the  
5 time of execution of this Lease, less ordinary wear and tear.  
6 Upon termination or the end of operations, TENANT will remove  
7 its furniture and equipment in a time frame that is acceptable  
8 to both Parties.

9 **TEN. PAYMENT OF TAXES AND INSURANCE.** LESSOR, at its sole  
10 cost and expense, agrees to maintain property and liability  
11 insurance on the building complex and improvements on the  
12 Demised Premises and Shared Space at all times during the Term  
13 of this Lease. LESSOR will pay all applicable real property  
14 taxes or any other assessments on the Demised Premises when due,  
15 including improvements thereon during the Lease Term hereof or  
16 any renewal period.

17 The TENANT shall maintain in force at its sole cost and  
18 expense, all risk property insurance coverage, including  
19 sprinkler leakage (if the building is equipped with sprinklers),  
20 in an amount equal to the replacement cost of TENANT'S trade  
21 fixtures, furnishings, equipment, and contents upon the Demised  
22 Premises.

23 The State of Nevada is self-insured for both liability and  
24 property insurance. All liability claims are handled in  
25 accordance with Nevada Revised Statutes, Chapter 41. Regarding

1 property insurance, the State self-insures the first Five  
2 Hundred Thousand Dollars (\$500,000.00) of each loss. Claims  
3 above that amount are commercially insured under an all risks  
4 property insurance policy.

5       **ELEVEN. INDEMNIFICATION.** To the extent of the liability  
6 limitation set forth in NRS Chapter 41, the LESSEE/TENANT hereby  
7 agrees to indemnify and hold harmless LESSOR, its successor,  
8 assigns, agents and employees from all claims, damages, losses  
9 and expenses due to TENANT negligence arising out of or  
10 resulting from the use and occupancy of the Demised Premises and  
11 Shared Space or any accident in connection therewith, but only  
12 to the extent caused in whole or in part by negligent acts or  
13 omissions of TENANT, its subtenants, employees or agents. The  
14 State shall not be required to indemnify the LESSOR, its  
15 successors, assigns, agents and employees for any liability,  
16 claims, damages, losses or expenses relating to or arising out  
17 of this Lease to the extent caused in whole or in part by the  
18 acts, negligence or omission of LESSOR, its successors, assigns,  
19 agents, and employees, or anyone directly or indirectly employed  
20 by any of them or anyone for whose acts any of them may be  
21 liable. Such obligation shall not be construed to negate,  
22 abridge, or otherwise reduce any other right or obligation of  
23 indemnity which would otherwise exist as to any party or person  
24 described in this paragraph.

25

1           **TWELVE.           CHOICE   OF   LAW   AND   FORUM.**           The   validity,

2   construction, interpretation, and effect of this Lease shall be  
3   governed by the laws of the State of Nevada. The Parties agree  
4   any dispute and/or legal proceedings regarding this Lease are  
5   subject to the sole jurisdiction of the First Judicial District  
6   Court of the State of Nevada in and for Carson City.

7           **THIRTEEN.           BREACH   OR   DEFAULT.**    In   the   event   of   any   failure

8   by   LESSOR,   LESSEE,   or   TENANT   to   keep   and   comply   with   any   of   the  
9   terms,   covenants   or   provisions   of   this   Lease   or   remedy   any  
10   breach   thereof,   the   defaulting   party   shall   have   thirty   (30)   days  
11   from   the   receipt   of   written   notice   of   such   default   or   breach  
12   within   which   to   remove   or   cure   said   default   or   breach,   or   in   the  
13   event   the   defaulting   party   is   diligently   pursuing   the   removal   or  
14   cure   of   such   breach,   a   reasonable   time   shall   be   allowed   beyond  
15   the   thirty   (30)   days.    In   the   event   of   breach   or   default   by  
16   LESSEE   or   TENANT   which   is   not   removed   or   cured   within   the   time  
17   limits   set   forth   above,   LESSOR   may   in   addition   to   any   other  
18   right   of   re-entry   or   possession   and   at   LESSOR's   sole   option,  
19   consider   the   Lease   forfeited   and   terminated   and   may   re-enter   and  
20   take   possession   of   the   Demised   Premises,   removing   all   persons  
21   and   property   there   from   with   prior   notification   to   LESSEE   so  
22   that   arrangements   concerning   the   removal   of   property   can   be  
23   made.    Notwithstanding   the   foregoing,   the   LESSOR,   LESSEE   or  
24   TENANT   may   terminate   this   Lease   without   cause   by   delivering  
25   written   notice,   per   Section   Nineteen   NOTICES,   of   Intent   to

1 Terminate at least ninety (90) calendar days prior to the date  
2 of termination, in which case the termination period shall  
3 commence upon delivery of written notification to terminate. In  
4 the event the termination period begins on other than the first  
5 day of a month, the rent shall be prorated on a per diem basis  
6 for the calendar months involved.

7 **FOURTEEN. ATTORNEY'S FEES.** In the event suit is brought by  
8 LESSOR or by LESSEE or TENANT for breach of any express  
9 provision or condition of this Lease, the prevailing party of  
10 such action shall be entitled to reasonable attorney's fees, not  
11 to exceed \$125.00 per hour, which shall be deemed to have  
12 accrued on the commencement of the action and shall be paid on  
13 the successful completion of that suit by LESSOR, LESSEE or  
14 TENANT whichever the case may be.

15 **FIFTEEN. HOLDOVER TENANCY.** If TENANT holds possession of  
16 the Demised Premises after the expiration of this Lease or if  
17 written notice of intent to renew for any optional period herein  
18 is not provided as specified, this Lease shall become a month-  
19 to-month lease on the terms herein specified and at the same  
20 monthly rental rate. Rent shall be due and payable monthly in  
21 advance on the first day of each month, and LESSEE and TENANT  
22 shall continue to be a month-to-month tenant until the tenancy  
23 is terminated by any party hereto by delivering written notice  
24 per Section Nineteen NOTICES, of Intent to Terminate at least  
25 ninety (90) calendar days prior to the date of termination, in

1 which case the termination period shall commence upon delivery  
2 of written notification to terminate. In the event the  
3 termination period begins on other than the first day of a  
4 month, the rent shall be prorated on a per diem basis for the  
5 calendar months involved.

6 **SIXTEEN. WAIVER.** The failure of LESSOR, LESSEE or TENANT  
7 to insist upon strict performance of any of the covenants, terms  
8 or provisions contained in this Lease, shall not be construed as  
9 a waiver or relinquishment of any such covenant, term or  
10 provision or any other covenants, terms or provisions, but the  
11 same shall remain in full force and effect.

12 **SEVENTEEN. OPTION TO RENEW.** LESSEE shall have the option  
13 to renew this Lease for one (1) identical Lease term by giving  
14 written notice of intention to renew at least ninety (90) days  
15 prior to expiration of the Lease Term or any renewal period  
16 hereunder, except that the price per square foot may be  
17 renegotiated. Receipt of which shall be acknowledged by LESSOR  
18 in writing. The exercise of the option shall, however, not be  
19 effective nor binding on the Parties herein unless and until the  
20 same has been approved by the Nevada Board of Examiners and the  
21 Carson City Board of Supervisors, which may occur after the  
22 required prior written notice.

23 **EIGHTEEN. REMEDIES.** The remedies given to LESSOR, LESSEE  
24 and/or TENANT shall be cumulative, and the exercise of any one  
25 remedy shall not be to the exclusion of any other remedy.

1       **NINETEEN.   NOTICES.**   All notices under this Lease shall be  
2    in writing and delivered in person or sent by certified mail,  
3    return receipt requested, to LESSOR and in all cases jointly to  
4    both LESSEE and TENANT at their respective addresses set forth  
5    below or to such other address as may hereafter be designated by  
6    either party in writing:

7       **LESSOR**

8       Carson City Sheriff's Office  
9       911 E Musser Street  
10      Carson City, NV 89701  
11      Telephone: 775-887-2500  
12      Fax: 775-887-2026

13      **LESSEE**

14      State of Nevada  
15      Department of Administration  
16      Public Works Division  
17      Attention: Leasing Services  
18      515 East Musser Street, Suite 102  
19      Carson City, Nevada 89701-4263  
20      Telephone: (775) 684-1815  
21      Fax: (775) 684-1817

22      **TENANT**

23      Nevada Highway Patrol  
24      555 Wright Way  
25      Carson City, NV 89711  
26      Telephone: (775) 684-4903  
27      Fax: (775) 684-4967

28       **TWENTY.   SEVERABILITY.**   If any term or provision of this  
29    Lease or the application of it to any person or circumstance is  
30    determined in a legal proceedings to be invalid and  
31    unenforceable, the remainder of this Lease (or the application

1 of such term or provision to persons or circumstances other than  
2 those as to which it is invalid or unenforceable) shall not be  
3 affected thereby, and each term and provision of this Lease  
4 shall be valid and shall be enforced to the extent permitted by  
5 law.

6 **TWENTY-ONE. AMENDMENT OR MODIFICATION.** This Lease  
7 constitutes the entire agreement between the Parties and may  
8 only be amended or modified with the mutual consent of the  
9 Parties hereto, which amendment or modification must be in  
10 writing, executed and dated by the Parties hereto and approved  
11 by the Nevada Board of Examiners and Carson City's Board of  
12 Supervisors.

13 **TWENTY-TWO. PARKING.** The LESSOR shall permit TENANT to  
14 use the east parking lot, adjacent to the Premises, for parking  
15 marked patrol vehicles and privately owned employee vehicles as  
16 necessary for use by employees assigned to work at the Premises.

17 **TWENTY-THREE. PRIOR TERMINATION.** This Lease may be  
18 terminated prior to the terms set forth herein above if for any  
19 reason, the purpose of this Lease is substantially impaired or  
20 obstructed by any event, occurrence or circumstance outside the  
21 control of LESSOR, LESSEE, or TENANT, including any governmental  
22 condemnation, without prejudice or penalty to any party hereto  
23 and without such event, occurrence or circumstance being  
24 defined, and interpreted or construed as breach or default on  
25 the part of any party.

1        **TWENTY-FOUR.    SUCCESSORS.**    Except as otherwise specifically  
2 provided, the terms, covenants, and conditions contained in this  
3 Lease shall apply to and bind the heirs, successors, executors,  
4 administrators, and permitted assignees of the Parties to this  
5 Lease.

6        **TWENTY-FIVE.    CAPTION AND SECTION NUMBERS.**    The captions  
7 and section numbers appearing herein are inserted only as a  
8 matter of convenience and are not intended to define, limit,  
9 construe or describe to scope or intent of any section or  
10 paragraph.

11        **TWENTY-SIX.    PRIOR APPROVAL OF THE NEVADA BOARD OF EXAMINERS**  
12        **AND CARSON CITY BOARD OF SUPERVISORS.**    This Lease is contingent  
13 upon prior approval by the Nevada Board of Examiners and the  
14 Carson City Board of Supervisors and is not binding upon the  
15 Parties hereto or effective until such approvals.

16        **TWENTY-SEVEN.    COUNTERPARTS.**    This Lease may be executed in  
17 one or more counterparts, each of which will be deemed an  
18 original and all of which together will constitute one and the  
19 same instrument.

20        IN WITNESS WHEREOF, the Parties hereto have executed this  
21 Lease as of the day and year first above written.

1                    LESSOR

2                    Carson City Sheriff's Office

3                    By

4                    Sheriff, Carson City

5                    Date \_\_\_\_\_

6                    By 

7                    Mayor, Carson City

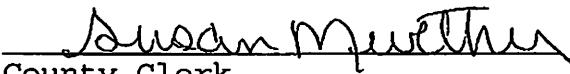
8                    Date \_\_\_\_\_

9                    Approved as to form by:

10                    
Carson City District Attorney

11                  Date 5.21.15

12                  ATTEST:

13                    
Susan K. Stewart  
County Clerk

14                  Reviewed as to form and  
15                  compliance with law only:

16                  PAUL ADAM LAXALT  
17                  ATTORNEY GENERAL

18                  By

19                  Susan K. Stewart  
20                  Deputy Attorney General

21                  Date \_\_\_\_\_

22

23

24

25

1                    LESSEE

2                    STATE OF NEVADA  
3                    DEPARTMENT OF ADMINISTRATION  
4                    PUBLIC WORKS DIVISION

5                    By \_\_\_\_\_

6                    Gustavo "Gus" Nuñez, P.E.  
7                    Administrator

8                    Date \_\_\_\_\_

9                    TENANT      Approved by:

10                  Department of Public Safety  
11                  Nevada Highway Patrol

12                  By \_\_\_\_\_

13                  Dennis Osborn  
14                  Chief

15                  Date \_\_\_\_\_

16                  BOARD OF EXAMINERS

17                  By \_\_\_\_\_

18                  James R. Wells, CPA, Interim  
19                  Director, Clerk

20                  Date \_\_\_\_\_

1                   **LESSOR**

2                   Carson City Sheriff's Office

3                   By K. Quisenberry

4                   Sheriff, Carson City

5                   Date 6/8/15

6                   By R. E. Howell

7                   Mayor, Carson City

8                   Date \_\_\_\_\_

9                   Approved as to form by:

10                  Carson City District Attorney

11                  Date 5.21.15

12                  ATTEST:

13                  Susan M. Stewart  
14                  County Clerk

15                  Reviewed as to form and  
16                  compliance with law only:

17                  PAUL ADAM LAXALT  
18                  ATTORNEY GENERAL

19                  By \_\_\_\_\_

20                  Susan K. Stewart  
21                  Deputy Attorney General

22                  Date \_\_\_\_\_

1                   **LESSEE**

2                   STATE OF NEVADA  
3                   DEPARTMENT OF ADMINISTRATION  
4                   PUBLIC WORKS DIVISION

5                   By \_\_\_\_\_

6                   Gustavo "Gus" Nuñez, P.E.  
7                   Administrator

8                   Date \_\_\_\_\_

9                   **TENANT      Approved by:**

10                  Department of Public Safety  
11                  Nevada Highway Patrol

12                  By \_\_\_\_\_

13                  Dennis Osborn  
14                  Chief

15                  Date \_\_\_\_\_

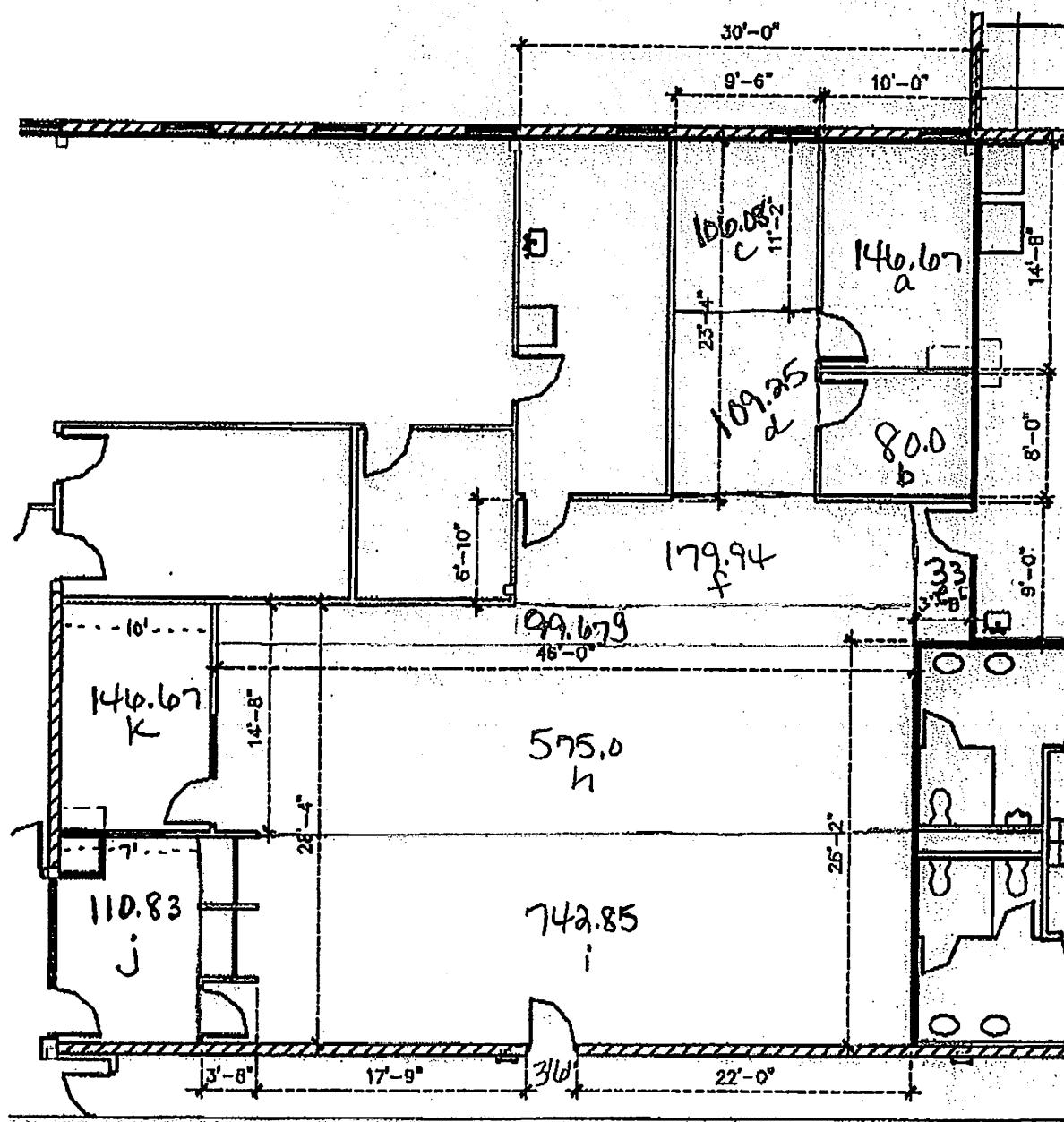
16                  BOARD OF EXAMINERS

17                  By \_\_\_\_\_  
18                  James R. Wells, CPA, Interim  
19                  Director, Clerk

20                  Date \_\_\_\_\_

NHP Sub @ CCSO Bldg

2,330 sq ft



NHP Carson City Substation (CCSO building - 911 East Musser Street)

Square Footage Calculations

Label	Width (Inches)	Length (Inches)	Total Sq Inches	Total Derived (if measurements not available)		Total Sq Feet
				15732	146.67	
a	120	176	21120			146.67
b	120	96	11520			80.00
c	114	134	15276			106.08
d	114	272	31008			109.25
e	44	108	4752			33.00
f	316	82	25912			179.94
g	552	26	14352			99.67
h	552	150	82800			575.00
i	563	190	106970			742.85
j	190	84	15960			110.83
k	176	120	21120			146.67
<hr/>				<hr/>		<hr/>
<b>Total Sq Ft Occupied by NHP</b>				<b>2,330</b>		<hr/>

**NOTICE**

On October 1, 2015, beginning at 8:30 a.m., the Carson City Board of Supervisors will meet in the Community Center's Sierra Room, 851 East William Street in Carson City, Nevada. The Board's agenda and backup information will be available on the City's website at [www.carson.org/agendas](http://www.carson.org/agendas) . On this agenda will be an item providing for the public's opportunity to express objection, if any, to the "Lease Agreement," between Carson City, through its Sheriff's Office, and Nevada's Public Works Division, as lessee, and the Department of Public Safety's Nevada Highway Patrol ("NHP"), as the tenant, established by Resolution 20 on May 21, 2015.

**PUB: 09/22/15, 09/23/15**  
**AD# 11543646**