

**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

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)

Does This Action Require A Business Impact Statement: Yes No

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.

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: [Signature] Date: 5/13/15
(Sheriff)
[Signature] Date: 5/13/15
(City Manager)
[Signature] Date: 5/13/15
(District Attorney)
[Signature] Date: 5/13/15
(Finance Director)

Board Action Taken:

Motion: _____ 1) _____ Aye/Nay
2) _____

(Vote Recorded By)

RESOLUTION NO. _____

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, the Board of Supervisor's June 18, 2015 meeting, for the public to set forth any objections to this resolution approving 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 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 _____, seconded by Supervisor _____, the foregoing Resolution was passed and adopted this _____ day of _____, 2015 by the following vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Robert Crowell, Mayor
Carson City, Nevada

ATTEST:

Susan Merriwether, Clerk
Carson City, Nevada

1 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").

11 W I T N E 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.

21
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 Statutes, 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.
25

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.

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.

LESSOR

Carson City Sheriff's Office


By _____
Sheriff, Carson City

Date _____

By _____
Mayor, Carson City

Date _____

Approved as to form by:



Carson City District Attorney

Date _____

ATTEST:

County Clerk

**Reviewed as to form and
compliance with law only:**

PAUL ADAM LAXALT
ATTORNEY GENERAL

By _____
Susan K. Stewart
Deputy Attorney General

Date _____

LESSEE

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
PUBLIC WORKS DIVISION

By _____
Gustavo "Gus" Nuñez, P.E.
Administrator

Date _____

TENANT Approved by:

Department of Public Safety
Nevada Highway Patrol

By _____
Dennis Osborn
Chief

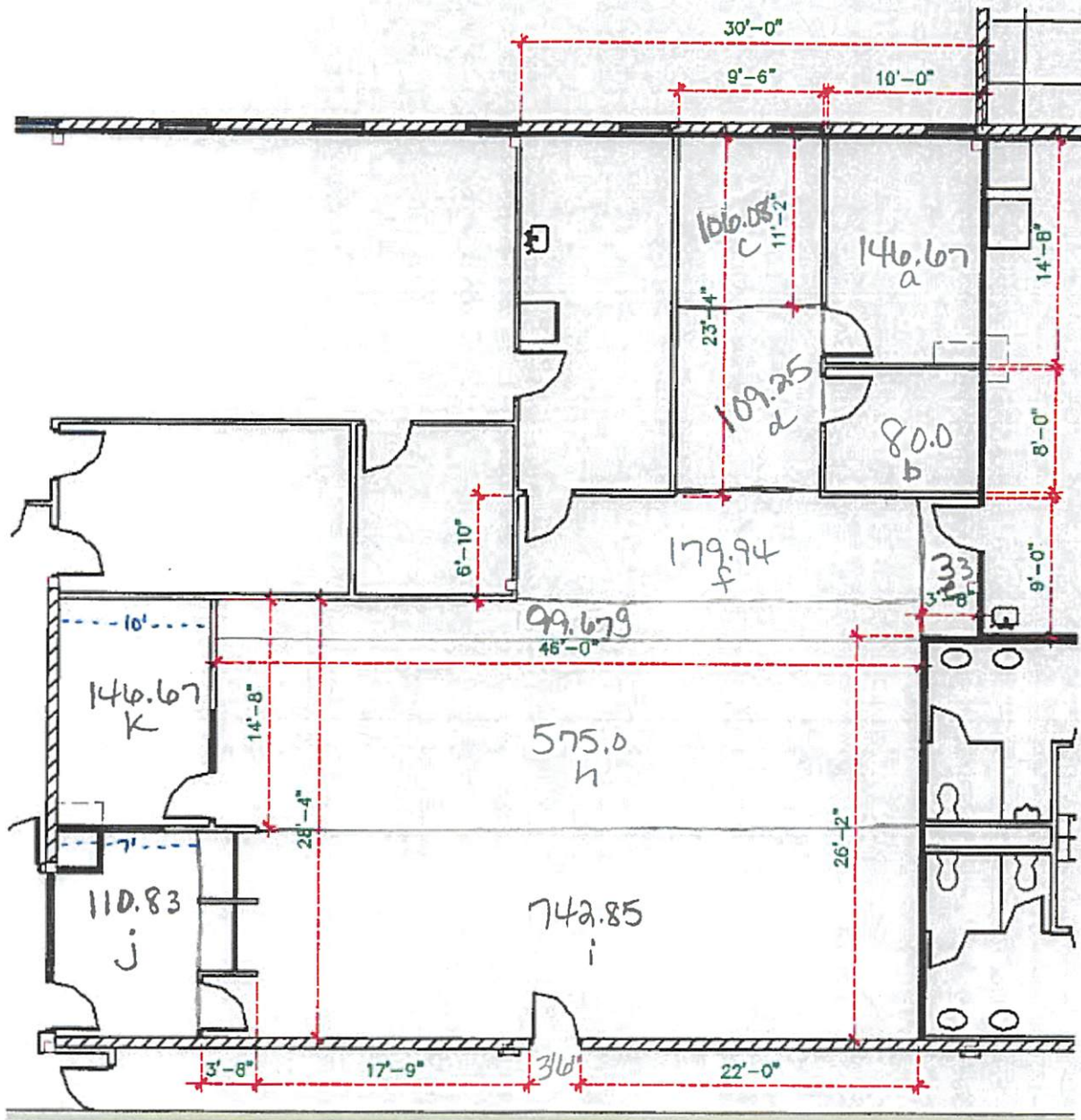
Date _____

BOARD OF EXAMINERS

By _____
James R. Wells, CPA, Interim
Director, Clerk

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
a	120	176	21120		146.67
b	120	96	11520		80.00
c	114	134	15276		106.08
d	114	272	31008	15732	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
Total Sq Ft Occupied by NHP					2,330