



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: January 20, 2022

Staff Contact: Jerome Tushbant, Undersheriff

Agenda Title: For Possible Action: Discussion and possible action regarding a proposed resolution under NRS 277.050 declaring the Carson City Board of Supervisor's intent to amend the October 15, 2015 lease of approximately 2,330 square feet of space in the Carson City Sheriff's Office ("CCSO") facility, located at 911 East Musser Street, Carson City, Nevada, Assessor's Parcel Number ("APN") 004-174-09, to 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 for \$2,912.50 per month for Fiscal Year ("FY") 2023 (July 1, 2022 through June 30, 2023), and for \$3,029.00 per month for FYs 2024 and 2025 (July 1, 2023 through June 30, 2025). (Jerome Tushbant; JTushbant@carson.org)

Staff Summary: NHP currently occupies 2,330 square feet of space in the CCSO facility; the current agreement will expire on June 30, 2022 unless renewed. The CCSO and the NHP wish to continue this space sharing relationship. Under the proposed lease amendment, NHP would continue to pay the CCSO \$2,912.50 per month until the completion of the state's biannual budget period, June 30, 2023, when the monthly rent would increase by \$0.05 a square foot to \$3,029.00 per month for the remainder of the three-year agreement ending on June 30, 2025.

Agenda Action: Resolution

Time Requested: Consent Agenda

Proposed Motion

I move to adopt Resolution No. 2022-R-_____.

Board's Strategic Goal

Efficient Government

Previous Action

May 21, 2015 - The Board of Supervisors ("Board") adopted Resolution No. 2015-R-20, approving a Lease Agreement between the CCSO as the Lessor and the State of Nevada's Public Works Division as the Lessee and the NHP as the Tenant.

November 15, 2018 - The Board adopted Resolution No. 2018-R-35 declaring the intent to lease approximately 2,330 square feet of the CCSO to the State of Nevada's Public Works Division as the Lessee and the NHP as the Tenant.

December 6, 2018 - The Board approved a Lease Agreement between the CCSO and the State of Nevada's Public Works Division as the Lessee and the NHP as the Tenant.

Background/Issues & Analysis

NHP has occupied space at the CCSO Facility since May 2015. Both the CCSO and the NHP wish to continue with this mutually beneficial relationship. Approval of the amendment to the lease will continue the generation of revenue for the CCSO from an ongoing office space sharing relationship between it and the NHP.

The following table provides the history of the rental rates along with the proposed increase in rates:

		Sq/feet	\$/sq foot	Total
2015	July	2330	\$1.00	\$2,330.00
2016	July	2330	\$1.00	\$2,330.00
2017	July	2330	\$1.00	\$2,330.00
2018	December	2330	\$1.10	\$2,563.00
2019	December	2330	\$1.15	\$2,679.50
2020	July	2330	\$1.20	\$2,796.50
2021	July	2330	\$1.25	\$2,912.50
2022	July**	2330	\$1.25	\$2,912.50
2023	July**	2330	\$1.30	\$3,029.00
2024	July **	2330	\$1.30	\$3,029.00

** Proposed

The proposed increased rate coincides with the State's fiscal biennium which will begin on July 1, 2023. The State has indicated they cannot absorb a rate increase in mid-budget.

Under NRS 277.050, the Board may lease property to the NHP without advertising for bids and for consideration acceptable to the Board. Before entering into the lease, the Board must, by a majority vote of its members, adopt a resolution declaring the Board's intent to lease the property to the NHP and setting a time for a public hearing on the lease. The action item for this agenda is to adopt this initial resolution, and a proposed resolution is included with this staff report. After the resolution is adopted, notice of the adoption of the resolution and of the time and place of public hearing must be published. After the public hearing, the Board may adopt a second resolution accepting and approving the lease and authorizing the Mayor to execute the lease.

The proposed lease amendment continues the terms of the current lease except for the rent provisions. The current lease provisions include: termination for non-appropriation; taxes, operating expenses, utilities, maintenance, and property insurance are provided or paid for by the City; NHP's technology services and tenant improvements are provided or paid for by NHP; mutual indemnification; and any amendments must be approved by the Board of Supervisors and Nevada Board of Examiners. The Lease may be terminated prior to June 30, 2025 (assuming the amendment is approved) if the purpose of the Lease is impaired or obstructed in any manner. This amendment reflects NHP's option to renew the lease in section Seventeen of the original lease. The exercise of the option must be approved by the Board of Supervisors and the Nevada Board of Examiners.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 244.2795, 277.050 and 331.110.

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: General Fund, Lease Revenue, 1012080 463013

Is it currently budgeted? Yes

Explanation of Fiscal Impact: For this account: \$34,950 in revenue FY 2023, \$36,348 in revenue for FY 2024 and FY 2025.

Alternatives

Do not adopt the resolution and/or provide alternative direction to the CCSO.

Attachments:

[NHP Lease Resolution and Exhibits v4.pdf](#)

Board Action Taken:

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

(Vote Recorded By)

RESOLUTION NO. 2022-R-___

A RESOLUTION DECLARING THE INTENTION OF THE CARSON CITY BOARD OF SUPERVISORS TO AMEND A LEASE BETWEEN THE CARSON CITY SHERIFF'S OFFICE ("CCSO"), THE NEVADA PUBLIC WORKS DIVISION, AND THE DEPARTMENT OF PUBLIC SAFETY'S NEVADA HIGHWAY PATROL ("NHP") OF APPROXIMATELY 2,330 SQUARE FEET OF SPACE IN THE CCSO FACILITY TO INCREASE THE RENT AND EXTEND THE TERM OF THE AGREEMENT.

WHEREAS, NRS 277.050 permits the Carson City Board of Supervisors to lease property owned by Carson City to another public agency for such consideration as is authorized by action of the Carson City Board of Supervisors.

WHEREAS, Carson City, through the CCSO, entered into a Lease Agreement on October 15, 2018, for approximately 2,330 square feet of space in the CCSO facility, located at 911 East Musser Street, Carson City, Nevada, Assessor's Parcel Number ("APN") 004-174-09, to the State of Nevada's Public Works Division as the Lessee and the NHP as the Tenant;

WHEREAS, the Lease Agreement will terminate on June 30, 2022; and

WHEREAS, Carson City, the CCSO, State of Nevada Public Works Division, and the NHP desire to continue the co-location arrangement and amend the Lease Agreement to extend it to June 30, 2025;

NOW, THEREFORE, the Carson City Board of Supervisors resolves that:

1. The Carson City Board of Supervisors hereby declares its intent to amend a lease between the CCSO, the Nevada Public Works Division, and the NHP of approximately 2,330 square feet of space in the CCSO facility to increase the rent and extend the term of the agreement.
2. The CCSO facility is located at 911 East Musser Street, Carson City, Nevada, Assessor's Parcel Number ("APN") 004-174-09.
3. The rent will be \$2912.50 per month for Fiscal Year ("FY") 2023 (July 1, 2022 through June 30, 2023), and \$3,029.00 per month for FYs 2024 and 2025 (July 1, 2023 through June 30, 2025).
4. The proposed lease amendment continues the terms of the current lease except for the rent provisions. The current lease provisions include: termination for non-appropriation; taxes, operating expenses, utilities, maintenance, and property insurance are provided or paid for by the City; NHP's technology services and tenant improvements are provided or paid for by NHP; mutual indemnification; and any amendments must be approved by the Board of Supervisors and Nevada Board of Examiners. The Lease may be terminated prior to June 30, 2025 (assuming the

amendment is approved) if the purpose of the Lease is impaired or obstructed in any manner. This amendment reflects NHP's option to renew the lease in section Seventeen of the October 15, 2018, Lease Agreement. The exercise of the option must be approved by the Board of Supervisors and the Nevada Board of Examiners.

5. The October 15, 2018, Lease Agreement is attached hereto as Exhibit A, and the proposed First Lease Amendment is attached hereto as Exhibit B.

6. A public meeting of the Carson City Board of Supervisors will be held on February 17, 2022, at which any objection to the First Lease Amendment may be made.

7. The Clerk-Recorder's Office shall be notified of this Resolution so that notice of the public meeting required by NRS 277.050(6) may be published.

ADOPTED this ____ day of _____ 2022.

AYES: Supervisors _____

NAYES: Supervisors _____

ABSENT: Supervisors _____

LORI BAGWELL
Mayor

ATTEST:

AUBREY ROWLATT
Clerk-Recorder

EXHIBIT A

EXHIBIT A

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), made and entered into this 15th day of October, 2018, pursuant to NRS 277.050 and NRS 331.110 by and between CARSON CITY SHERIFF'S OFFICE, hereinafter referred to as LESSOR, and the STATE OF NEVADA, DEPARTMENT OF ADMINISTRATION, PUBLIC WORKS DIVISION, hereinafter referred to as LESSEE, for and on behalf of the DEPARTMENT OF PUBLIC SAFETY, NEVADA HIGHWAY PATROL, hereinafter referred to as TENANT (hereinafter collectively known as "the Parties").

W I T N E S S E T H:

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

2,330 usable square feet of office space, (the "Demised Premises" and "Shared Space") located at 911 East Musser Street, Carson City, Nevada 89701. Refer to "**EXHIBIT A**", attached hereto and incorporated herein.

The Demised Premises is located within the Carson City Sheriff's Office (LESSOR'S) facility and LESSOR and TENANT intend to collocate at that location. Therefore, in consideration of the rents herein reserved, TENANT shall also have the right to the use and enjoyment of the following "Shared Space": fitness center, employee restrooms with lockers, break room, interview rooms, data room, and conference room known as the "Ormsby Room" and other



areas as mutually agreed to between LESSOR and TENANT. TENANT will reserve in advance the use of interview rooms and/or "Ormsby Room", which will be accessible subject to availability.

ONE. TERM OF LEASE.

1.1 Term of Lease. Subject to Section Twenty-Six below, LESSOR hereby leases unto LESSEE and LESSEE agrees to lease from LESSOR 2,330 usable square feet of office space, located at 911 East Musser Street, Carson City, Nevada 89701, effective after approval by the Nevada Board of Examiners (BOE) which is anticipated to be on or about February 12, 2019. Approval of the Carson City Board of Supervisors by resolution followed by a public meeting for objections, pursuant to NRS 277.050, is required. The Lease Term shall retroactively commence December 1, 2018 and will expire on June 30, 2022, unless this Lease has been renewed according to the provisions hereinafter set forth.

1.2 Lack of Funding. Absent legitimate reason, action, or mandate on the part of the Executive Branch of the State of Nevada, the Nevada State Legislature and/or the Federal Government affecting TENANT'S funding or ability to satisfy its rental payment obligation, TENANT agrees that during the term of this Lease it will in good faith include in its agency budget request, pursuant to NRS 353, authorization to receive and expend state and/or federal dollars sufficient to meet the TENANT'S obligations under this Lease. However, it is hereby specifically and expressly agreed by the Parties hereto that this Lease or any renewal thereof



shall be terminated immediately if for any reason, action, or mandate on the part of the Executive Branch of the State of Nevada, the Nevada State Legislature and/or the Federal Government limits, restricts, or impairs TENANT'S funding or ability to satisfy its rental payment obligation. TENANT shall pay the rent for the month in which such occurrence and termination takes place and shall have no other rental payment obligation to LESSOR thereafter under this Lease or for the Demised Premises. The LESSOR shall retain its other remedies which are provided in the Lease but the LESSOR shall have no rights to collect any further rents from TENANT. Proof by TENANT of a reduction or elimination of funding which was intended to be used as all or part of the funding for the payment of the rental under this Lease shall be sufficient if copies of supporting state or federal documents are furnished to LESSOR or if the Executive Director of TENANT provides an Affidavit that such funding or other limiting eventuality has occurred.

TWO. COMPLIANCE WITH THE LAW. The LESSOR shall promptly execute and comply with all statutes, rules, orders, building codes, fire codes (including but not limited to required fire extinguishers), ordinances, requirements, and regulations of the City, County, State, and Federal governments, including OSHA, the Americans with Disabilities Act of 1990 (42 USC Section 12101 through 12213 and 47 USC Sections 225) and their underlying regulations and rules, applicable to the Demised Premises. Nothing herein contained shall be construed to restrict the LESSOR from



contesting the validity of any such regulations, rule, or ordinance, provided the LESSOR indemnifies the LESSEE to its reasonable satisfaction against the consequences of non-compliance during the period of dispute.

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

FOUR. RENT. TENANT agrees to pay to the LESSOR as and for rental for said Demised Premises the sum of:

4.1. A monthly total of TWO THOUSAND FIVE HUNDRED SIXTY-THREE DOLLARS AND 00/100 (\$2,563.00), retroactively from December 1, 2018 through November 30, 2019; and

4.2. A monthly total of TWO THOUSAND SIX HUNDRED SEVENTY-NINE DOLLARS AND 50/100 (\$2,679.50), from December 1, 2019 through June 30, 2020; and

4.3. A monthly total of TWO THOUSAND SEVEN HUNDRED NINETY-SIX DOLLARS AND 00/00 (\$2,796.00), from July 1, 2020 through June 30, 2021; and

4.4. A monthly total of TWO THOUSAND NINE HUNDRED TWELVE DOLLARS AND 50/100 (\$2,912.50), from July 1, 2021 through June 30, 2022.

TENANT and LESSOR both agree TENANT'S obligation to pay rent shall begin retroactively December 1, 2018.



Rent shall be payable without notice, invoice, or demand, quarterly in advance without offset or deduction except as provided for elsewhere in the Lease on the first day of each calendar quarter to LESSOR at its address in Section Nineteen below.

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

SIX. UTILITIES AND SERVICES.

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

- a) UTILITIES. Gas, water, sewer and electricity.
- b) HVAC SYSTEM. A heating, ventilation and air conditioning ("HVAC") system.
- c) SERVICES. LESSOR shall provide and pay for the following:
 - i. Trash collection;
 - ii. Quarterly pest control (interior and exterior);
 - iii. Elevator service, (if applicable);



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

v. Snow and ice removal; and

vi. Janitorial services.

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

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

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

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



6.4 Co-location. TENANT and LESSOR shall ensure that their respective employees are sufficiently certified to view, modify, or otherwise use data which may be housed within the building. It is the responsibility of TENANT and LESSOR to safeguard the privacy of its own data.

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

6.5 Utilities and Services Provided and Paid by TENANT. TENANT shall be responsible for any costs associated with the installation, maintenance and use of its technology services and equipment.

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

LESSOR agrees to conduct any and all repairs and maintenance to the Demised Premises, the building and common area facilities at reasonable times and without undue inconvenience to LESSEE or TENANT and for which, reasonable access shall be provided thereby. When making repairs, LESSOR shall take necessary actions to protect TENANT'S property and personnel from loss, damage and injury and to avoid disrupting TENANT'S use and occupancy of the Demised Premises. Any damage to the Demised Premises or property caused by TENANT'S operations shall be repaired and/or replaced by TENANT



in a timely manner. LESSOR shall be reimbursed by TENANT for the actual cost of repairs and/or replacement incurred as a result of TENANT'S operations in the event that TENANT fails to repair and/or replace in a timely manner.

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

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

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

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



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

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

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

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

The State of Nevada is self-insured for both liability and property insurance. All liability claims are handled in accordance with Nevada Revised Statutes, Chapter 41. Regarding property insurance, the State self-insures the first Five Hundred Thousand



Dollars (\$500,000.00) of each loss. Claims above that amount are commercially insured under an all risks property insurance policy.

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

11.1 Duty to Inform Lessor. If TENANT knows, or has reasonable cause to believe, that a hazardous substance has come to be located in, on, under or about the premises, other than as previously consented to by LESSOR, TENANT must immediately give



written notice of such fact to LESSOR and provide LESSOR with a copy of any report, notice, claim or other documentation which it has concerning the presence of such hazardous substance.

TWELVE. CHOICE OF LAW AND FORUM. The validity, construction, interpretation, and effect of this Lease shall be governed by the laws of the State of Nevada. The Parties agree any dispute and/or legal proceedings regarding this Lease are subject to the sole jurisdiction of the First Judicial District Court of the State of Nevada in and for Carson City.

THIRTEEN. BREACH OR DEFAULT. In the event of any failure by LESSOR, LESSEE, or TENANT to keep and comply with any of the terms, covenants or provisions of this Lease or remedy any breach thereof, the defaulting party shall have thirty (30) days from the receipt of written notice of such default or breach within which to remove or cure said default or breach, or in the event the defaulting party is diligently pursuing the removal or cure of such breach, a reasonable time shall be allowed beyond the thirty (30) days. In the event of breach or default by LESSEE or TENANT which is not removed or cured within the time limits set forth above, LESSOR may in addition to any other right of re-entry or possession and at LESSOR's sole option, consider the Lease forfeited and terminated and may re-enter and take possession of the Demised Premises, removing all persons and property there from with prior notification to LESSEE so that arrangements concerning the removal of property can be made. Notwithstanding the foregoing, the



LESSOR, LESSEE or TENANT may terminate this Lease without cause by delivering written notice, per Section Nineteen below, of Intent to Terminate at least one hundred and eighty (180) calendar days prior to the date of termination, in which case the termination period shall commence upon delivery of written notification to terminate. In the event the termination period begins on other than the first day of a month, the rent shall be prorated on a per diem basis for the calendar months involved.

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

FIFTEEN. HOLDOVER TENANCY. If TENANT holds possession of the Demised Premises after the expiration of this Lease or if written notice of intent to renew for any optional period herein is not provided as specified, this Lease shall become a month-to-month lease on the terms herein specified and at the same monthly rental rate. Rent shall be due and payable monthly in advance on the first day of each month, and LESSEE and TENANT shall continue to be a month-to-month tenant until the tenancy is terminated by any party hereto by delivering written notice per Section Nineteen



below, of Intent to Terminate at least one hundred and eighty (180) calendar days prior to the date of termination, in which case the termination period shall commence upon delivery of written notification to terminate. In the event the termination period begins on other than the first day of a month, the rent shall be prorated on a per diem basis for the calendar months involved.

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

SEVENTEEN. OPTION TO RENEW. LESSEE shall have the option to renew this Lease by giving written notice of intention to renew at least one hundred and eighty (180) days prior to expiration of the Lease Term or any renewal period hereunder, except that the price per square foot may be renegotiated. Receipt of which shall be acknowledged by LESSOR in writing. The exercise of the option shall, however, not be effective nor binding on the Parties herein unless and until the same has been approved by the Nevada Board of Examiners and the Carson City Board of Supervisors, which may occur after the required prior written notice.

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



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

LESSOR

Carson City Sheriff's Office
911 East Musser Street
Carson City, Nevada 89701
Telephone: 775-283-7803
Fax: 775-887-2026

LESSEE

State of Nevada
Department of Administration
Public Works Division
Attention: Leasing Services
515 East Musser Street, Suite 102
Carson City, Nevada 89701
Telephone: (775) 684-1815
Fax: (775) 684-1817

TENANT

Department of Public Safety
Nevada Highway Patrol Division
555 Wright Way
Carson City, Nevada 89711
Telephone: 775-684-4593
Fax: 775-684-4809

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



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

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

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

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

TWENTY-FOUR. SUCCESSORS. Except as otherwise specifically provided, the terms, covenants, and conditions contained in this



Lease shall apply to and bind the heirs, successors, executors, administrators, and permitted assignees of the Parties to this Lease.

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

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

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

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

LESSOR

Carson City Sheriff's Office

By [Signature]
Sheriff, Carson City

Date 12/28/18

By [Signature]
Mayor, Carson City

Date 12.1.18

Approved as to form by:

[Signature]
Carson City District Attorney

Date 12/20/18

ATTEST:

[Signature]
County Clerk

Reviewed as to form and compliance with law only:

PAUL ADAM LAXALT
ATTORNEY GENERAL

By [Signature]
Susan K. Stewart
Deputy Attorney General

Date 1/3/19

LESSEE

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
PUBLIC WORKS DIVISION

By [Signature]
Ward D. Patrick, PE
Administrator

Date 1-8-19

TENANT

DEPARTMENT OF PUBLIC SAFETY

By [Signature]
James Wright
Director

Date 1/7/19

DEPARTMENT OF PUBLIC SAFETY
NEVADA HIGHWAY PATROL

By [Signature]
Colonel John A. O'Rourke
Chief

Date 1/7/19

Approved By:

BOARD OF EXAMINERS

By [Signature]
Paul Nicks
Interim Clerk of the Board

Date 2-12-19



EXHIBIT B

EXHIBIT B

FIRST LEASE AMENDMENT

THIS FIRST LEASE AMENDMENT, prepared this 28th day of December, 2021, which becomes a part of and modification to that certain Lease dated October 15, 2018, and entered into on February 12, 2019 and commenced on December 1, 2018, between CARSON CITY SHERIFF'S OFFICE, hereinafter referred to as LESSOR, and STATE OF NEVADA, DEPARTMENT OF ADMINISTRATION, PUBLIC WORKS DIVISION, hereinafter referred to as LESSEE for and on behalf of DEPARTMENT OF PUBLIC SAFETY, NEVADA HIGHWAY PATROL DIVISION, hereinafter referred to as TENANT (hereinafter collectively known as "the Parties").

The Parties desire to amend, clarify and restate certain items in the original Lease, for the Premises containing approximately 2,330 usable square feet of office space located at 911 East Musser Street, Carson City, Nevada 89701.

The Parties specifically agree that the terms, covenants, and conditions contained in the Lease described above, shall apply to and bind it, its heirs, successors, executors, administrators, and permitted assignees of the Parties to the Lease.

The Parties hereby agree and accept the following modifications to the terms and conditions of the above-described Lease.



1. **TERM OF LEASE**. The Parties agree to extend the Lease Term, changing the expiration date set forth in Section One of the lease, to terminate June 30, 2025.

2. **RENT**. TENANT agrees to pay to LESSOR as and for rental for said Demised Premises the sum of:

2.1 A monthly total of TWO THOUSAND NINE HUNDRED TWELVE DOLLARS AND 50/100 (\$2,912.50), from July 1, 2022 through June 30, 2023; and

2.2 A monthly total of THREE THOUSAND TWENTY-NINE DOLLARS AND 00/100 (\$3,029.00), from July 1, 2023 through June 30, 2025.

Rent shall be payable without notice, invoice or demand, quarterly in advance without offset or deduction except as provided for elsewhere in the Lease on the first day of each quarter to LESSOR. LESSEE reserves the right to renegotiate the monthly rental rates at any time throughout the lease term.

3. **ARMS LENGTH TRANSACTION**. All Parties to the LEASE hereby affirm that this is an "Arm's Length Transaction,". No party to this Lease is a family member, business associate, or share a business interest with LESSOR or their agents, LESSEE or TENANT. Further, there are no hidden terms or special understandings between LESSOR or their agents, LESSEE, and TENANT.



Except as set forth herein, the terms and provisions of the original Lease dated October 15, 2018 shall remain in full force and effect.

This First Amendment is contingent upon prior approval by the Nevada State Board of Examiners and the Carson City Board of Supervisors and is not binding upon the parties hereto or effective until such approvals. LESSEE reserves the right to update commencement and termination dates in accordance with the submittal of this amendment to Board of Examiners and the date of the meeting on which the Board of Examiners will consider this amendment.

This First Amendment may be executed in one or more counterparts and with facsimile and/or electronically scanned copies of the signature page, each of which will be deemed an original and all of which together will constitute one and the same instrument.

All signed copies of this First Amendment constitute an original.

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IN WITNESS WHEREOF, the Parties hereto have executed this First Lease Amendment.

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:

Carson City Clerk-Recorder

Reviewed as to form and compliance with law only:

AARON D. FORD
ATTORNEY GENERAL

By _____
Susan K. Stewart
Deputy Attorney General

Date _____

LESSEE

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
DIVISION PUBLIC WORKS

By _____
Ward D. Patrick, PE
Administrator

Date _____

TENANT

DEPARTMENT OF PUBLIC SAFETY

By _____
George Togliatti
Director

Date _____

DEPARTMENT OF PUBLIC SAFETY
NEVADA HIGHWAY PATROL DIVISION

By _____
Martin Mleczko
Major

Approved By:

BOARD OF EXAMINERS

By _____
Susan Brown
Clerk of the Board

Date _____

