RESOLUTION NO. 2022-R-7

A RESOLUTION APPROVING AND ACCEPTING AN AMENDMENT TO 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 approves and accepts the First Amendment to the 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, APN 004-174-09.
- 3. The rent will be \$2,912.50 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 if the purpose of the Lease is impaired or obstructed in any manner. The amendment 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 First Lease Amendment is attached hereto as Exhibit B.
- 6. The Mayor is directed and authorized to execute the First Lease Amendment and to deliver it to the NHP upon execution.

Upon motion by Supervisor Stacey Giomi, seconded by Supervisor Maurice

White, the foregoing Resolution was passed and adopted this 17th day of February 2022 by the following vote:

AYES:

Supervisor Stacey Giomi Supervisor Maurice White Supervisor Stan Jones Supervisor Lisa Schuette Mayor Lori Bagwell

NAYES:

None None None

ABSENT: ABSTAIN:

LORI BAGWELL, Mayor Carson City, Nevada

ATTEST:

Clerk-Recorder