

**BOARD OF COUNTY COMMISSIONERS
WASHOE COUNTY, NEVADA**

TUESDAY

10:00 A.M.

JULY 25, 2017

PRESENT:

Bob Lucey, Chair
Marsha Berkbigler, Vice Chair
Kitty Jung, Commissioner
Vaughn Hartung, Commissioner
Jeanne Herman, Commissioner

Nancy Parent, County Clerk
John Slaughter, County Manager
Paul Lipparelli, Deputy District Attorney

The Washoe County Board of Commissioners convened at 10:00 a.m. in regular session in the Commission Chambers of the Washoe County Administration Complex, 1001 East Ninth Street, Reno, Nevada. Following the Pledge of Allegiance to the flag of our Country, the Clerk called the roll and the Board conducted the following business:

County Clerk Nancy Parent noted Commissioner Hartung was on the telephone for the meeting and not present in the Chambers.

17-0607 AGENDA ITEM 3 Public Comment.

Ms. Tammy Holt-Still spoke about the Prado Ranch development project discussed at a recent Neighborhood Advisory Board (NAB) meeting and showed pictures of the flooding in the area, which were placed on file with the Clerk. She said Division Director of Engineering Dwayne Smith indicated the Hesco barriers would not be taken down but expressed concern there was persuasion from the developer to remove them. She alleged there should not be any building in a Federal Emergency Management Authority (FEMA) flood plain. She showed a picture of a church and stated there had been nothing done to protect it. A handout was distributed to the Board and placed on file with the Clerk.

Ms. Elise Weatherly spoke about *The Reno Gazette-Journal*, a recent citation she received as well as an encounter with the Washoe County Sheriff's Office, and she mentioned Pastor Marvin Neal.

Mr. Tom Noblett expressed frustration with high weeds, dead limbs, and old automobiles on his neighbor's property. He stated a parked car was trespassing on his property and his neighbor called the police on him for something he did not do. He displayed photos of the property which were placed on file with the Clerk. He requested a change in the ordinances to address his grievances.

Mr. Garth Elliott spoke in support of Mr. Noblett's grievances, stating the neighbor in question was breaking ordinances by running a scrap business out of his home. He alleged the neighbor was breaking nuisance ordinances with impunity and requested enforcement of them. He suggested Mr. Noblett take the issue to court but said Mr. Noblett was trying not to escalate the situation.

Ms. Alexis Motarex with the Nevada Chapter of The Associated General Contractors of America supported the appointment of Scott Smith to the Truckee River Flood Control Project Needs Committee.

Mr. Jeff Church provided a handout which was distributed to the Board and placed on file with the Clerk. He spoke about the Washoe County budget and claimed sales taxes and car sales were down in Washoe County. He stated he was not aware of any attempt to notify the community of an opening on the Flood Control Committee and referenced his email dated July 20 asking to be considered for the position. He expressed concern about the ideas that the committee would have no fiscal impact and that the committee could impose fees without a public vote or the Board's permission. He praised Reno's ordinance about parking at electric charging stations.

Mr. George Lee spoke against the proposed development of a school at the Wildcreek golf course. He expressed concern that the school board had not alternative plans for the school and that they contracted with a builder without a bidding process. He suggested there was land available in Sun Valley and indicated there could be an opportunity to expand the high school at Truckee Meadows Community College which could increase the graduation rate.

Ms. Cathy Brandhorst spoke about matters of concern to herself.

17-0608 **AGENDA ITEM 4** Announcements/Reports.

County Manager John Slaughter announced Washoe County was awarded \$170,750 from the Nevada Community Block Grant Program, \$80,000 of which was for the Nevada Small Business Development Business Center's Counseling and Training Project, and \$98,750 for the Gerlach Economic Development Plan. He noted the item would come to the Board at a future meeting. He promoted the Artown events on Thursday evenings at Bartley Ranch and the Public Defenders' open house, celebrating ten years as an office.

Commissioner Jung requested staff work on ordinances about electric vehicle charging stations in the unincorporated County and model them after the City of Reno's ordinances. She asked staff to meet with Mr. Tom Noblett with a neighborhood mediator, the Sheriff's Office, and Social Services to either remove the vehicle trespassing on his property or to explain to him why the vehicle was not trespassing. She requested a report of that meeting be brought back to her within a week, a request echoed by Commissioner Herman.

CONSENT AGENDA ITEMS – 5A THROUGH 5E.

Chair Lucey asked for Consent Agenda Item 5B2 to be heard separately before the vote of the Consent Agenda.

17-0609 **5B2** Proclaim heartfelt gratitude to Deputy Rick Pillon for his many years of dedicated service to the citizens of Washoe County.

Chair Lucey read and presented the Proclamation to Deputy Rick Pillon, who thanked his family and the Sheriff's Office. Commissioner Hartung expressed his gratitude to Mr. Pillon and stated both the County and the Northern Nevada Law Enforcement Academy would suffer a tremendous loss in his retirement.

17-0610 **5A** Approval of minutes for the Board of County Commissioner's regular meetings of June 13, 2017, June 20, 2017 and June 27, 2017. Clerk. (All Commission Districts.)

17-0611 **5B1** Cancel the August 15, 2017 and August 22, 2017 Board of County Commissioner meetings. Manager. (All Commission Districts.)

17-0612 **5B3** Approve and execute a Mutual Aid Agreement between Washoe County's Gerlach Fire Department and Pershing County's Lovelock Volunteer Fire Department. Manager. (Commission District 5.)

17-0613 **5B4** Approve Washoe County's Debt Management Policy as of June 30, 2017. Manager. (All Commission Districts.)

17-0614 **5B5** Approve to appoint Retirees Duane Meyer and Dondi Armstrong, and Truckee Meadows Fire Protection District Chief Fiscal Officer Cynthia Vance as Trustees on the Washoe County Other Post-Employment Benefits (OPEB) Trust Fund Board of Directors. Manager. (All Commission Districts.)

17-0615 **5C1** Approval of appointment of Michael W. Lawson as the Washoe County Planning Commission member to serve on the Regional Road Impact Fee (RRIF)--a regionally adopted NRS chapter 278B impact fee imposed on certain new construction and used for regional roads in Washoe County-- Technical Advisory Committee (TAC) with a term beginning on the date of appointment (July 25, 2017) and ending on June 30, 2019, or until such time as Mr. Lawson no longer serves on the Planning Commission or until a successor is appointed, whichever occurs first. Community Services. (All Commission Districts.)

17-0616 **5C2** Approve an Easement Purchase and Sale Agreement and Easement Deed between Washoe County and Truckee Meadows Water Authority for

a water facilities easement totaling 596± square feet; and a water facilities easement totaling 64,186± square feet on APN 049-010-28, commonly known as the Arrowcreek Parkway Parcel [at the appraised value of \$17,500]. Community Services. (Commission District 2.)

17-0617 **5C3** Approve an Employee Residence Agreement between Washoe County and Trevor Burns (Washoe County Sheriff's Office Deputy) effective July 25, 2017, to allow occupancy within the County owned residence located at 330B Sunset Boulevard, Gerlach, Nevada. Community Services. (Commission District 5.)

17-0618 **5D** Acknowledge receipt of annual report of projected proceeds and expenditures in the account used for the acquisition and improvement of technology in the Office of the County Recorder for FY 2017/18. Recorders. (All Commission Districts.)

17-0619 **5E** Approve the Forensic Support Services Agreements between Washoe County on behalf of Washoe County Sheriff's Office and Mono County on behalf of Mono County District Attorney's Office for Forensic Laboratory Analysis Service fees for the retroactive term of July 1, 2017 to June 30, 2018 for a fee of \$250 per hour with a total income not to exceed [\$15,000.00]. Sheriff. (All Commission Districts.)

On the call for public comment, Ms. Cathy Brandhorst spoke about matters of concern to herself.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried, it was ordered that Consent Agenda Items 5A through 5E be approved. Any and all Resolutions or Interlocal Agreements pertinent to Consent Agenda Items 5A through 5E are attached hereto and made a part of the minutes thereof.

BLOCK VOTE – 7 THROUGH 12.

10:46 a.m. **Commissioner Berkbigler made a motion for the Block Vote but left the meeting prior to the vote.**

17-0620 **AGENDA ITEM 7** Recommendation that the Board of County Commissioners retroactively acknowledge the grant award from the State of Nevada, Administrative Office of the Courts to the Second Judicial District Court, in the amount of \$915,430 (no match required), to support the Specialty Court programs, effective July 1, 2017 through June 30, 2018, and direct the Comptroller's Office to make the necessary budget amendments. District Court. (All Commission Districts.)

On the call for public comment, Ms. Cathy Brandhorst spoke about matters of concern to herself.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried with Commissioner Berkbigler absent, it was ordered that Agenda Item 7 be acknowledged and directed.

17-0621 **AGENDA ITEM 8** Recommendation to approve an Agreement for Professional Consulting Services between Washoe County and HDR Engineering, Inc. for the preparation of Emergency Action Plans for 1) North Spanish Springs Sediment Basin and update to EAP for North Spanish Springs Flood Detention Facility; 2) Herman Dam; 3) Sierra Sage Ponds, and 4) Huffaker Effluent Storage Reservoir [\$164,447]. Community Services. (Commission Districts 3, 4, & 5.)

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried with Commissioner Berkbigler absent, it was ordered that Agenda Item 8 be approved.

17-0622 **AGENDA ITEM 9** Recommendation to approve the sole source purchase of one (1) new Larue model D65 loader mounted snow blower from Snoquip, Inc., 3400 West Capitol Avenue, West Sacramento, CA [\$175,295.00] to replace existing unit #7294 assigned to Washoe County Roads that has reached the end of its useful life. Community Services. (All Commission Districts.)

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried with Commissioner Berkbigler absent, it was ordered that Agenda Item 9 be approved.

17-0623 **AGENDA ITEM 10** Approve retroactive and continued purchases for needed supplies, materials, equipment and contractual services from various suppliers that have or will exceed in the aggregate \$100,000 for FY17 and FY18, but will remain within available adopted budget funding. All such purchases will continue to be subject to and in accordance with the provisions of the Local Government Purchasing Act. Comptroller. (All Commission Districts).

On the call for public comment, Ms. Cathy Brandhorst spoke about matters of concern to herself.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried with Commissioner Berkbigler absent, it was ordered that Agenda Item 10 be approved.

17-0624 **AGENDA ITEM 11** Recommendation to approve Washoe County's Indebtedness Report and accompanying schedules for fiscal year 2016/17. Comptroller. (All Commission Districts.)

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried with Commissioner Berkbigler absent, it was ordered that Agenda Item 11 be approved.

17-0625 **AGENDA ITEM 12** Recommendation to approve the use of General Fund Contingency in the amount of [\$534,835] to cover mosquito spraying expenses related to flooded areas for Fiscal Year 2017-2018, and direct the Comptroller's Office to make the appropriate budget appropriation transfers. Manager. (All Commission Districts.)

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried with Commissioner Berkbigler absent, it was ordered that Agenda Item 12 be approved and directed.

17-0626 **AGENDA ITEM 6** Appearance:
Julie Hunter, Planning Official Development Officer
Frederick Steinmann, Chapter Secretary
Nevada Chapter of the American Planning Association
Presentation and possible discussion of the Nevada Chapter of the American Planning Association (NVAPA) 2017 Nevada Planning Guide, including an overview of Nevada Leadership Program at the University of Nevada, Reno. [10 minutes.]

10:49 a.m. **Commissioner Hartung left the meeting.**

Dr. Frederick Steinmann, Secretary for the Nevada Chapter of the American Planning Association (APA) and Assistant Professor with the University of Nevada Reno (UNR), presented copies of the 2017 Nevada Planning Guide, which were distributed to the Board and placed on file with the Clerk. He stated the mission of the Nevada Chapter was to provide elected officials, government executives, and members of the public and private sector with general professional development and educational opportunities within the realm of planning in Nevada.

10:50 a.m. **Commissioner Berkbigler returned.**

He stated the guide was developed jointly by the Chapter, the Nevada Leadership Program, and the Center for Economic Development over a two year period utilizing eight volunteer full-time writers. The guide included chapters about open meeting laws, state code of administrative ethics, master planning, and land use planning. He noted there was no fee to download and print the guide online.

Julie Hunter, Senior Planner in the Air Quality Management Division and Planning Official Development Officer, stated she served as the recently-appointed planning resources point person for elected and appointed officials. She assisted in coordinating the exchange of information and ideas, provided materials to planning officials, and offered workshops. She stated the Board should contact her if they were interested in hearing about any particular topics or wanted a presentation from an expert.

Commissioner Jung asked if the group did anything regarding affordable housing given the unsustainable increases in rent and requested recommendations for what a County government could do. Dr. Steinmann replied it was an item of interest and he recently gave a presentation to the Washoe County Design Review Committee on potential strategies to improve affordable quality housing. He noted he was not able to take a formal position on the matter since he was affiliated with educational organizations, but he said the center had a variety of resources to encourage affordable housing. He stated many of the staff at the cities of Reno and Sparks, the County, and the Regional Transportation Committee were members of APA, whose job it was to provide staff with the best practices to be implemented in their work. He promoted a conference October 1 through 4 which would feature experts speaking about affordable quality housing. When questioned by Commissioner Jung if elected officials should attend, Dr. Steinmann encouraged everyone to attend and mentioned 30 to 40 percent of attendees were not APA members. Ms. Hunter indicated a syllabus would be posted online when all sessions were filled. Commissioner Jung said she would be in attendance.

17-0627 **AGENDA ITEM 13** Recommendation to appoint 1 person either Scott Smith or Shaun Carey as the Washoe County Commission's single member to the Truckee River Flood Control Project Needs Committee for a term to start when appointed through April 2, 2018. Manager. (All Commission Districts.)

County Manager John Slaughter announced they received a letter from Shaun Carey asking to be removed from consideration for the appointment and also correspondence from Jeff Church asking to be considered. Both documents were placed on file with the Clerk.

On the call for public comment, Mr. Jeff Church was called but was not present to speak.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried with Commissioner Hartung absent, it was ordered that Scott Smith be appointed as the Washoe County Commission's single member to the Truckee

River Flood Control Project Needs Committee for a term to start when appointed through April 2, 2018.

17-0628 **AGENDA ITEM 14** Presentation and discussion regarding 2017 Nevada Legislative session. Manager. (All Commission Districts.)

Government Affairs Manager Jaime Rodriguez conducted a PowerPoint presentation with the following slides: Washoe County 2017 Legislative Report; Estimated Fiscal Impact to Washoe County; Estimated Revenue to Washoe County (two slides); Highlight of Legislation (four slides); and Questions.

Ms. Rodriguez said 464 bills were tracked during the legislative session, of which 383 made it through the legislative session. Nevada Governor Brian Sandoval vetoed 41 bills, eight of which the County cared about. She stated there were almost 380 bills passed that impacted the County in some way. She noted \$300,000 in fiscal impacts from AB (Assembly Bill) 97 was for lab renovations for the Sheriff's Office (SO) to process kits, \$721,000 was for personnel, and \$621,000 was for consumables needed to test the kits. She indicated the \$45,000 impact from AB472 was for the County's Juvenile Services Department to buy into the state system. She said Senate Bill (SB) 79 allowed not only judges but certain District Attorney (DA) and Public Defender employees to have their personal information pulled from public record. The associated costs were for the Recorder's and Clerk's offices to redact the information. She added the \$175,000 in costs associated with SB176 was only for the SO and the DA's office and there could be additional expenses for other entities.

Ms. Rodriguez explained AB169 established a flat fee statewide for recording and the bill was pushed by lending companies who were experiencing difficulty closing deals because of unexpectedly high recording fees. This would result in additional revenue for the County, though the amount was designed to help more rural counties prevent a loss of income. She stated the \$1.7 million from AB519 would come from the Secretary of State to assist the County in purchasing new voting machines; the funds would go towards the \$1.9 million in budgeted costs. She added the \$15,608 from SB519 was a projected shortfall in the Washoe County child welfare account which the State would help with.

Commissioner Berkbigler noted the \$2,042,000 in additional fiscal impacts for Fiscal Year (FY) 2017-18 was not accounted for in the budget and asked if there would be additional funds to offset that amount. Ms. Rodriguez responded \$5 million was set aside for AB97 to assist in the backlog of rape kits, some of which could potentially be used for the lab update and staffing. There would be additional savings since it could take a year or two to fill all six forensic specialist positions.

Ms. Rodriguez stated the increase in recording fees from AB319 would go toward indigent funding. She said currently through E911 charges the County raised \$1.6 million but reminded the Board the \$175,000 in expected fiscal impact from SB176 did not cover the Reno Police Department, the Sparks Police Department, or the municipal courts. Regarding SB182, the income from eviction notice charges used to be given to

constables but because of the bill the SO could now charge for them; it was unknown how much revenue would result from this. She stated the revenue from SB305 would be used to pay for indigent funding legislation that was passed. SB487 allowed the County to collect up to 3 percent of the gross revenue produced by marijuana cultivators, producers, and sellers.

Ms. Rodriguez expounded upon SB487, explaining it set the state sales tax at 15 percent for cultivation and 10 percent for retail, of which \$5 million would be given to all local jurisdictions. The system by which the County would apply for a portion of that \$5 million was being worked on by the Department of Taxation. She added the County could establish a one-time application fee for marijuana establishments and a business license fee, which could be a flat fee, a percentage of gross revenue, or a combination thereof as long as it did not exceed three percent of the gross revenue. She indicated some of the basics of SB344 included making sure packaging did not appeal to children; it had to be transparent and it was required to indicate how much tetrahydrocannabinol (THC) was in the product. Additionally the bill limited the amount of THC in any product and established rules on the advertising of dispensaries. Lastly, it disallowed the County to make standards that were more restrictive than those of the State. She said AB422 moved the responsibilities of regulating marijuana from the Department of Health and Human Services to the Department of Taxation and made changes to medical marijuana patients and their cards.

Ms. Rodriguez addressed AB97, the rape kit bill, which stated all sexual assault forensic kits must be submitted within 30 days of collection and the lab had 120 days to test the kits. The County was required to put all DNA profiles into the Combined DNA Index System (CODIS) as well as the State database and give annual reports to the Legislature of how many kits were received, how many were tested, and which produced results. She corrected an earlier assertion that \$5 million was set aside to assist in the backlog of rape kits, stating \$3 million was set aside for that purpose. The bill also provided a small reimbursement for collecting kits.

Ms. Rodriguez noted SB176 allowed the Board to increase E911 costs to \$1 and that revenue could be used for the purchase and maintenance of body or vehicle cameras for law enforcement. It also mandated the SO, the Reno and Sparks police departments, and the municipal courts all have board representation. She noted an ordinance would be presented to the Board mandating the changes to the E911 board and allowing for the creation of a new five-year master plan for body camera purchases, which would have to be approved before the E911 fee could be increased. She said the second half of the bill required uniformed police officers who interacted regularly with the public to wear body cameras beginning July 2018. Commissioner Berkbigler asked if that included Sheriff deputies in the jail, to which Ms. Rodriguez replied it was at the County's discretion but those officers were not required to wear them. Regarding AB297, the bill only required a sign be placed at the SO's designated site to complete online transactions; it was up to the Board if they wanted to do more such as install video cameras or staff the area at certain times. She assured the Board the County was waived of any liability with any transaction that should occur.

Ms. Rodriguez mentioned AB384 prohibited the County from asking about an applicant's criminal history until the final interview or upon a conditional offer of employment. At that point the County would have to consider the severity of crime, when it happened, and how it could impact the position. She noted the bill excluded peace officers, firefighters, and court personnel, who could be asked at the point of application. She stated pursuant to SB361 victims of domestic violence were entitled to 160 hours of paid or unpaid leave during a 12-month period to address any issues related to an incident. The County could ask for proof in the form of a police or protection order and they had to maintain those records for two years and report them to the Labor Commission. She reviewed SB552 which removed abatements received from the Public Employees' Benefits Programs on employees they covered. Each year the County would be required to pay an additional 25 percent until FY 2021-22 when they would pay 100 percent of the subsidy. She said this affected 290 people at a current monthly cost of around \$23,000 but the County did not anticipate any increases in the number of affected employees. The only way a person would be added to the program would be for them to leave the County and take a job with the State and retire there; the County would be responsible for the time spent at the County. She remarked there was no way to determine the fiscal impact to the County. She stated Senate Joint Resolution (SJR) 6 needed to return the following session and appear on the ballot the following year; it would change the minimum wage to \$9.40 an hour and then increase \$1.15 annually until it reached \$14 total.

Ms. Rodriguez explained AB519 gave the County \$1.7 million from the Secretary of State to purchase voting machines. AB21 allowed a Court to determine if a candidate was not qualified to run for office; if this was determined after the deadline, signs must be posted outside polling stations saying that candidate was not eligible. She stated AB478 changed the deadline to register by mail to the 4th Tuesday before the primary or general election; by computer the deadline was the Thursday before early voting. If a person was registered less than 20 days prior to the election, a sample ballot did not need to be sent. SB144 established that voters could pre-register at the age of 17 if they would be 18 by the time they voted. Additionally it allowed the Registrar go to a voter's house if there was good cause and it set rules about overseas registration and ballots. The County would also be responsible for tracking how many signature cards were received during an election.

Ms. Rodriguez mentioned SB352 was Senator Ben Kieckhefer's bill which was originally intended to help Little Valley Fire residents; it would also help flood victims. The bill stated if a property was completely or partially destroyed by a natural disaster, the residents would be eligible for a tax abatement. She reviewed the guidelines for rebuilding and said when the Assessor re-evaluated the value, they would adjust the value of the old home so the new home would have the same depreciation value as before. When Ms. Rodriguez stated it would work retroactively, Commissioner Jung said that could be bad for local government. Ms. Rodriguez responded while a resident could apply for damage suffered retroactively, they would receive no rebate for what had already been paid. Commissioner Jung insisted it would be a huge financial

detriment to the County and not the State. She asked how many residents could take advantage of the bill, noting the County had already abated sewer fees and waived building permit costs. Ms. Rodriguez answered she did not expect many to apply especially for retroactive damage. The bill only applied to the original homeowner so any sale of property would reset the value. Commissioner Jung pointed out going forward the bill could have tremendous financial impact to the cities and the County.

Ms. Rodriguez indicated SJR14 would also have to remain unchanged the following session then go on the ballot. If the resolution passed, a resident's property taxes would be assessed at the time of sale and reassessed each time the property was sold. Additionally it would enact the Senior and Disabled Taxpayer Act which would give assistance to those with low property tax rates if they had to downsize their home. Commissioner Berkgigler noted Nevada was the only state where depreciation stayed with the house and clarified the bill proposed to change that. Ms. Rodriguez confirmed the Commissioner's assertion that the bill would not affect seniors unless they sold their homes, but she added the bill proposed to help seniors and disabled residents who opted to downsize and buy a smaller home. While there were few details available, she indicated they would not be penalized for purchasing a new home at a higher tax rate. Commissioner Berkgigler expressed concern that the bill could prevent seniors and those with disabilities from being able to move into a new home. She recommended studying this carefully. Ms. Rodriguez pointed out staff would watch the progress closely and evaluate what the language would be.

Ms. Rodriguez stated according to SB462 the panel to review General Improvement Districts (GIDs) would include one Senate member and an appointee of their choice, one Assembly member and an appointee of their choice, and one appointee of the Board of County Commissioners. The panel could review six GIDs a year and determine if the GID was serving the purpose for which it was created. If there were issues with a GID, legislators could bring about legislation to make necessary adjustments. She announced SB57 removed Washoe County from the Nevada Commission for the Reconstruction of the V&T Railway. SB375 allowed the County to appoint a new member to the Flood Control Project Management Needs Committee; they appointed Scott Smith earlier in the meeting. The Committee had to return to the Board and the Flood Management Authority with a recommendation by April 2, 2018. If the recommendation required a ballot initiative, it would be put on the ballot for the November 6, 2018 election. She explained AB379, regarding the creation of a parks, trails and open space district, could be initiated by the Board or by residents of the area and it could obtain funding through private donations, special assessments, fees, and ad valorem taxes, or through the County. She noted there would need to be public hearings and mailings would go out to inform potentially impacted residents. The governing board would be appointed by the creating body and elected thereafter.

Ms. Rodriguez said SB59 allowed law enforcement or the coroner to report any encounter which was determined to be the result of controlled substance abuse. These reports would be uploaded to a statewide database which would be monitored to find dangerous individuals or doctors. AB428 allowed opioid antagonists for overdose

cases to be issued with or without a prescription. She mentioned SB539 required the State to create a list of the state's most-prescribed drugs and a tracking system to find any significant price increases. If an insurance company believed there would be an increase, they had to notify users and the pharmaceutical benefits' manager had to explain the reason for the cost increase. She thanked her legislative team for their hard work in tracking over 600 bills.

Commissioner Berkbigler asked how many other states passed legislation like SB539 and Ms. Rodriguez replied thirty states had done something but the method Nevada would use to track and monitor drugs was unique to Nevada. Ms. Rodriguez added issues like the diabetes drug and EpiPen prices were being considered at the federal level. Commissioner Berkbigler asked if there was anything in the bill that allowed the County to file a formal complaint if it saw a pharmaceutical company abuse the system by raising rates in Nevada. Ms. Rodriguez responded there was no means for a governing body to file such a complaint but there would be a branch of State government dedicated to tracking the information. She added it was a suggestion the County could make if the governing body gave the County the ability to do so.

Commissioner Berkbigler thanked Ms. Rodriguez and her team for their work and added thanks to County Manager John Slaughter and former Assistant County Manager Kevin Schiller. Commissioner Jung stated Ms. Rodriguez outperformed all expectations. Chair Lucey agreed with the Commissioners' comments and added it was a difficult session and he felt the County came out ahead. He thanked her for the detailed report.

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried with Commissioner Hartung absent, it was ordered that Agenda Item 14 be accepted.

PUBLIC HEARINGS

17-0629 **AGENDA ITEM 15** Public hearing: Second reading and possible action to adopt an ordinance amending the Washoe County Code at Chapter 110 (Development Code), Article 505, Signs at Section 110.505.30(d), to allow certain Electronic Message Display (EMD) signs to be located closer than the existing minimum 200 foot distance requirement between any residentially zoned property and an EMD. The exception would allow an otherwise permitted EMD to be located within 100 feet of residentially zoned property if the sign is (1) operated by a governmental entity, (2) located on property owned or controlled by a governmental entity, and (3) designed to convey public health, safety, and welfare information including traffic control and directional information. Community Services. (All Commission Districts.)

The Chair opened the public hearing by calling on anyone wishing to speak for or against adoption of said Ordinance.

On the call for public comment, Ms. Cathy Brandhorst spoke about matters of concern to herself.

Nancy Parent, County Clerk, read the title for Ordinance No. 1598, Bill No. 1783.

On motion by Commissioner Jung, seconded by Commissioner Berkgigler, which motion duly carried with Commissioner Hartung absent, Chair Lucey ordered that Ordinance No. 1598, Bill No. 1783, be adopted, approved and published in accordance with NRS 244.100. She reminded the Board and the public the ordinance was brought about by Sun Valley's General Improvement District for the sign near their community center.

17-0630 **AGENDA ITEM 16** Public Hearing: For possible action on the appeal of the Washoe County Board of Adjustment's denial of Variance Case Number WVAR17-0002 (Fisher / Kintz Front Yard Setback Reduction) which sought approval of variances: to reduce the required front yard setback from 20 feet to 10 feet 2 inches for expansion of a dwelling that is currently permitted and under construction (the total encroachment, including the overhang, is proposed to be 9 feet 10 inches). The proposed encroachment into the front yard setback included a cover for the front porch with a depth of 7 feet 10 inches and an additional 2 feet of roof eave overhang within the front yard setback. The variance request also included a reduction in the front yard setback from 20 feet to 19 feet 6 inches for a "decorative truss" at the front of the garage. The Board may affirm, reverse, or modify the decision of the Board of Adjustment. In doing so, the Board may remand the matter back to the Board of Adjustment with instructions, or may directly grant all or part of the variance requested. The property is located at 567 Alden Lane, approximately 150 feet northeast of its intersection with Tyner Way in Incline Village and within Section 17, Township 16 North, Range 18 East, MDM. The property owners and appellants are Michael Fisher and Susanna Kintz, 567 Alden Lane, Incline Village, NV 89451. The Assessors Parcel Number is 122-133-02. The parcel is ±0.39 acres (±16,988 square feet) in size. The Master Plan Category is Suburban Residential and the regulatory zone is Medium Density Suburban (MDS). Community Services. (Commission District 1.)

The Chair opened the public hearing by calling on anyone wishing to speak for or against adoption of Agenda Item 16. There being no response, the hearing was closed.

A handout from Mike Fisher was distributed to the Board and placed on file with the Clerk.

Ms. Susanna Kintz, the Appellant, thanked the Commissioners, the Board of Adjustment (BoA), and Community Services Department Senior Planner Roger Pelham for their consideration of her variance and appeal. She asserted the BoA denied their variance because she and her husband had applied for the variance after they obtained the permit and began construction on the home. She stressed they did not mean to undermine the process but simply could not afford to delay construction for another winter season. They anticipated the BoA would approve the variance because it was reasonable in scope, consistent with the neighborhood, and supported by neighbors.

Ms. Kintz conducted a PowerPoint presentation. She indicated the initial variance request was able to accommodate all their design goals except a mud room and a covered front porch because of restrictions from the Tahoe Regional Planning Agency (TRPA) and the 39 foot effective setback. She stated they were asking for a roof over a porch and all enclosed structures fell behind the setback line. Additionally the roof would be more than 29 feet from the pavement, farther than most homes in down-sloped lots. She said in order to get the 42 foot height, 50 percent of the roof planes had to have a pitch of 10 to 12 degrees, which limited the span of the walls. That resulted in constraints in the design of the home and a complicated roof pattern. She showed slides of many similar homes with smaller distances between the home and the street than their proposed variance. She reviewed two similarly-situated properties which were granted variances for the same circumstances and hardships.

Mr. Fisher spoke on behalf of neighbors who expressed support for the variance and he referenced a petition signed by 18 neighbors which was distributed to the Board. He mentioned letters of support were written by adjacent neighbors and thanked the Board for its consideration.

Mr. Pelham offered to conduct a presentation similar to the one given to the BoA but Commissioner Berkbigler responded she already saw and reviewed his report.

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Herman, which motion duly carried with Commissioner Hartung absent, it was ordered to reverse the denial decision of the Board of Adjustment and approve Variance Case Number WPVAR17-0002. The special circumstances included having a slope of 31 degrees which was similar to most houses in the area. Moving the house back further would result in a much steeper driveway which would be dangerous to residents due to snow accumulation. The relief being requested would cause no detriment as it would not create additional runoff due to the existing retaining wall. There were no special privileges being sought since this type of variance was common in the community and

the goal was to protect the lake. Additionally no one in the community requested that the variance not happen for any reason.

17-0631 **AGENDA ITEM 17** Public hearing: Second reading and possible action to adopt an ordinance amending the Washoe County Code at Chapter 25 (Business License Ordinance) to create temporary marijuana establishment business licenses and set terms for such temporary licenses, to include an automatic expiration date for those licenses; to establish restrictions on businesses which can apply for such temporary licenses to include currently certified and licensed medical marijuana establishments; to set forth application requirements for such temporary licenses; to establish the denial process for license applications; to provide for waste disposal and registration card requirements for marijuana establishments; to set forth other terms and conditions for the temporary licenses; to provide approval and issuance standards for the temporary licenses; to provide for definitions related to temporary marijuana establishments; and, to make other changes necessarily connected therewith and pertaining thereto. The Board of County Commissioners introduced and conducted a first reading of the proposed ordinance on July 11, 2017. Manager. (All Commission Districts.)

The Chair opened the public hearing by calling on anyone wishing to speak for or against adoption of said Ordinance.

Community Services Director Dave Solaro sought to verify that, if the ordinance was adopted, it was the intent of the Board to allow staff to accept applications beginning on June 26, 2017 despite the noticing period for changes to County Code required that the ordinance take effect on August 4, 2017. Commissioner Jung indicated she would add that to her motion.

On the call for public comment, Mr. Will Adler, representing the Sierra Cannabis Coalition, praised staff for its drafting of the ordinance.

Ms. Cathy Brandhorst spoke about matters of concern to herself.

Nancy Parent, County Clerk, read the title for Ordinance No. 1599, Bill No. 1784.

Commissioner Jung moved to adopt Ordinance 1599 with the condition that applications would be accepted beginning July 26, 2017. The motion was seconded by Commissioner Berkbigler.

Deputy District Attorney Paul Lipparelli affirmed the Board could not make any substantial changes to the terms of an ordinance from time it was introduced to the time of second reading; the ordinance would need to start over again. The date condition would have had to be contemplated in the form by which the bill was

introduced. Mr. Solaro stated it was more a procedural issue for staff to begin accepting applications even though the ordinance would not have gone through the ten-day noticing period. Commissioner Jung retracted the extra condition and the seconder agreed.

On motion by Commissioner Jung, seconded by Commissioner Berkgigler, which motion duly carried with Commissioner Hartung absent, Chair Lucey ordered that Ordinance No. 1599, Bill No. 1784, be adopted, approved and published in accordance with NRS 244.100.

17-0632 AGENDA ITEM 18 Public Comment.

Ms. Elisabeth Gambrell thanked the Board for approving the housing for the soon-to-be in-residence Deputy Sheriff and the Memorandum of Understanding with Pershing County. She expressed disappointment with the dismissal of former Gerlach Fire Service Coordinator Pat Irwin the day before his probationary period was up and praised his achievements. She expressed her desire for him to be reappointed to the position.

17-0633 AGENDA ITEM 19 Announcements/Reports.

Commissioner Herman requested a report about the dismissal of Gerlach Fire Service Coordinator Pat Irwin.

* * * * *

12:12 p.m. There being no further business to discuss, the meeting was adjourned without objection.

BOB LUCEY, Chair
Washoe County Commission

ATTEST:

NANCY PARENT, County Clerk and
Clerk of the Board of County Commissioners

*Minutes Prepared by:
Derek Sonderfan, Deputy County Clerk*

COOPERATIVE EMERGENCY AGREEMENT

This agreement is made and entered into this ___ day of _____ 2017, by and between the Lovelock Volunteer Fire Department of Pershing County Nevada, a Nevada recognized fire department (hereinafter referred to as the "Department"), and Washoe County, Nevada.

WITNESSED:

WHEREAS, the Department, as a State of Nevada recognized Fire Department, authorized by NRS 277.180 to enter into an agreement with other public agencies for the joint and cooperative use of fire fighting and EMS resources for the protection of life and property and the prevention and suppression of fire for the provision of services to its residents;

WHEREAS, the Department is responsible for fire protection and emergency response in Pershing County Nevada; and,

WHEREAS, the Washoe County Board of Commissioners is responsible for the provision of firefighting, emergency medical and rescue services North of Township 22N in Northern Washoe County and is authorized by NRS 277.180 to enter into an agreement with other public agencies for the joint and cooperative use of fire-fighting and EMS resources for the protection of life and property and the prevention and suppression of fire; and,

WHEREAS, the mutual assistance of the Parties in the provision of fire and emergency response services is deemed to be of benefit to both Parties.

NOW THEREFORE, based upon the foregoing recitals which are incorporated by this reference, the Parties do hereby mutually agree as follows:

1. Mutual Assistance. Each Party, by and through their respective governing entities, hereby authorize each other's personnel, apparatus and equipment, when requested by the other Party through established communications, to respond to structure fires, provide basic life

17-0012

support and basic rescue and extraction, and to take and direct emergency action North of Township 22N in Northern Washoe County, and in Pershing County.

2. Termination of Assistance. Each Party's authority to take and direct emergency action in the other's jurisdictional boundary as described herein shall terminate when the emergency is over or the Responding Party is relieved of command by the jurisdictional Party's designee.

3. If mutual or automatic aid is required by either Party to this Agreement, the requesting Party shall notify the appropriately designated dispatch center to request assistance for all types of emergency incidents. If either party's dispatch center receives an emergency 911 call in the other's jurisdictional boundary, the agency of jurisdiction shall be notified immediately of the emergency incident.

5. Limitation on Response. As described herein, the Parties shall render the assistance requested by the other provided that such assistance is within a party's capability and will not leave its own jurisdiction unprotected and exposed to danger. If a party is unable to provide the assistance requested, it shall so notify the requesting party without delay.

4. Provision of Reports. Each Party, upon request of the other, shall furnish a written incident report on any action taken pursuant to this Agreement within ten days of request.

5. Hold Harmless. To the fullest extent of Chapter 41 of the Nevada Revised Statutes, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorney's fees and costs arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. The indemnifying party shall not be liable to hold harmless any attorney's fees and costs for the indemnified party's chosen right to participate with legal counsel. Washoe County

9. Assignment. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the proper written consent of the other party.

10. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the Parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Agreement.

11. Independent Agencies. The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement, and in respect to performance of services pursuant to this Agreement, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the incident under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

12. Term of Agreement. This Agreement shall continue in force and effect from the date of signature by both Parties' authorized representatives to May 1, 2021, unless terminated earlier by either Party, with or without cause, upon 90 days' notice.

13. Termination. Either Party may, with or without cause, upon 90 days' notice, terminate the Agreement. Termination shall be effected by service of a Notice of Termination

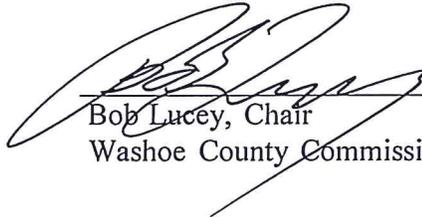
upon the other Party. The Notice of Termination shall be served by regular mail and the Agreement shall terminate 90 days after the date of mailing.

Further, the Parties agree that in the event Washoe County fails to obligate funds necessary for the County to meet the duties described in this agreement for any fiscal year, County will immediately notify Department of such occurrence and this Agreement shall terminate on the last day of the fiscal year for which appropriations were received, without penalty or expense to County of any kind whatsoever.

13. The Parties hereto agree to attempt to meet and confer each year prior to April 30 to review this Agreement and discuss the need for possible amendments. If no meeting is held, the Agreement will continue in full force and effect.

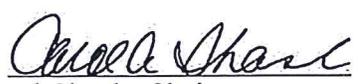
IN WITNESS WHEREOF the Parties have set their hands with the intent to be bound this

25th day of July 2017.


Bob Lucey, Chair
Washoe County Commissioners


ATTEST:

Nancy Parent, County Clerk


Carol Shank, Chair
Pershing County Commissioners

ATTEST:

Lacey Donaldson, County Clerk

Nathan Carmichael, LVFD Fire Chief

Richard Walsh, Acting GVFD Fire Services
Coordinator



A.P.N: #049-010-28

After Recordation Return To:

Truckee Meadows Water Authority
P.O. Box 30013
Reno, Nevada 89520-3013
Attn: Heather Edmunson, SR/WA, Land Agent

**EASEMENT DEED
GRANT OF WATER FACILITIES EASEMENT**

THIS GRANT OF WATER FACILITIES EASEMENT ("Deed") is entered into this 25th day of July, 2017, by and between WASHOE COUNTY, a political subdivision of the State of Nevada ("Grantor") and the TRUCKEE MEADOWS WATER AUTHORITY, a Joint Powers Authority entity created pursuant to a cooperative agreement among the cities of Reno, Nevada, Sparks, Nevada and Washoe County, Nevada, pursuant to N.R.S. Chapter 277 ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property situate in the County of Washoe, State of Nevada, currently Assessor's Parcel No. 049-010-28 commonly known as Arrowcreek Parkway Parcel ("Grantor's Property"); and

WHEREAS, Grantor and Grantee have entered into an Easement Purchase and Sale Agreement dated July 25, 2017, pursuant to which Grantor has agreed to convey a permanent non-exclusive public utility easement to Grantee across a portion of Grantor's Property; and

NOW THEREFORE, GRANTOR, for and in consideration of the sum of seventeen thousand five hundred Dollars (\$17,500.00), in hand paid by Grantee, and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee and its respective successors, assigns, licensees, contractors, invitees and agents, a permanent and non-exclusive easement and right of way to construct, alter, maintain, inspect, repair, reconstruct, and operate water system facilities, together with the appropriate mains, markers, conduits, pipelines, pressure regulators, valve boxes, meters, fixtures, and any other facilities or appurtenances deemed necessary or convenient by Grantee to provide water service (hereinafter called "Water Facilities"), over, across, upon, under, and through that portion of the Grantor Property more

17-0616

fully described on Exhibits "A" and "B" and shown on Exhibits "A-1 and B-1" attached hereto and made a part hereof (the "Easement Property").

2. Easement Access. Grantee shall have at all times ingress and egress to the Easement Property for the purposes set forth above, including without limitation constructing, altering, maintaining, inspecting, repairing, reconstructing and operating said Water Facilities. Grantee understands that the Easement Property is located on a public facility and Grantee will not unreasonably interfere with the Grantor's operation, maintenance of the Grantor's Property.

3. Warranties and Representations by Grantor. Grantor warrants and represents that Grantor owns Grantor's Property and there are no prior encumbrances or liens running with the Grantor's Property which will frustrate or make impossible Grantee's enjoyment of the Easement Property. Grantor has full power and authority to sell and convey the Easement Property to Grantee and to enter into and perform its obligations pursuant to this Agreement. The person signing this Deed and other instruments required under this Deed on behalf of Grantor is duly authorized to so sign and has the full power and authority to bind Grantor. Grantee acknowledges that the Grantor owns and operates the County Property subject to certain Deed Restrictions and covenants, and that use of the Easement Property does not interfere with the restrictions placed on the County Property and shall not interfere with the Deed Restrictions at any future time.

4. Hold Harmless. Subject to the limitations in NRS Chapter 41, Grantee shall hold Grantor harmless from any loss, damage or injury suffered or sustained by Grantor or third parties for any injury or damage caused by any act or omission of Grantee in its use of the Easement Property.

5. Grantor's Reservation of Rights. Subject at all times to the limitations and provisions of Section 5.1, Grantor reserves to itself, and to its successors, agents and assigns, (i) the right of ingress and egress over the surface of the Easement Property and to use the surface area of the Easement Property for uses by the general public; (ii) the non-exclusive right to construct, operate, inspect, repair and maintain utilities or equipment within the Easement Property. Grantor reserves the right to make reasonable improvements to Easement Property for public purposes and consistent with its use.

5.1 No Unreasonable Interference. Grantor shall not erect any buildings or structures on the Easement Property or otherwise use the Easement Property in a manner that places an unreasonable burden on or unreasonably interferes with TMWA's full use and enjoyment and the rights granted herein.

Grantee acknowledges by acceptance of the Easement Property that Grantor's present public uses of, and practices on, the surface area of Grantor's Property are compatible with the purpose of this Easement. Grantor reserves the right to use and enjoy the Grantor Property and surface area of Easement in accordance with those present practices and uses now and in perpetuity. Grantor and Grantee recognize that the future uses of, and practices on, the surface Grantor's Property may change over time as a result of the development and the public's need. TMWA acknowledges that the County owns this property and that TMWA's use of the Easement Property shall be subject to and not interfere with the any existing restrictions placed on the County Property.

6. Reimbursement for Breach. Each party shall reimburse the other party for all reasonable expenses, damages, and costs, including attorney fees, incurred by the injured party as a result of either party's breach of any covenant set forth herein.

7. Relocation of Water Facilities. If the Easement Property as defined herein and shown on Exhibit A-1 and B-1 is unsuitable for the purposes of the Grantee or the Grantor, then the location may, subject to prior written consent of both parties, be changed to an area mutually satisfactory to both the Grantor and Grantee herein. The newly agreed to locations shall be indicated and shown by an amended easement. Any relocations requested after the initial installation and use of the water facilities shall be at the sole cost and expense of the requesting party.

THIS GRANT OF EASEMENT and the terms contained herein shall be binding upon and shall inure to the benefit of Grantor and Grantee, and the successors, agents and assigns of Grantor and Grantee, and all rights herein granted may be assigned.

TO HAVE AND TO HOLD all and singular the said premises, granted together with the appurtenances, unto said Grantee their successors, agents, contractors, licensees and assigns forever.

IN WITNESS WHEREOF, Grantor and Grantee have caused these presents duly to be executed the day and year first above written.

(signatures and notaries to follow on next page)

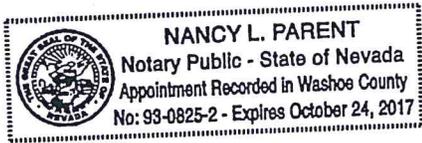
“GRANTOR”

WASHOE COUNTY, a political subdivision
of the State of Nevada

By: [Signature]
Bob Lucey, Chair
Washoe County Commission

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this 25th day of July, 2017, Bob Lucey personally
appeared before me, a Notary Public, and acknowledged to me that he/she executed the above
instrument for the purpose therein contained.



[Signature]
Nancy L. Parent
Notary Public

“GRANTEE”

TRUCKEE MEADOWS WATER AUTHORITY,
a joint powers authority

By: [Signature]
John Enloe, Director
Natural Resources – Planning
And Management

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this 13th day of July, 2017, John Enloe, Director of Natural Resources
- Planning and Management personally appeared before me, a Notary Public, and acknowledged to me
that he/she executed the above instrument for the purpose therein contained.



[Signature]
Heather Edmunson
Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION

THOMAS CREEK #2 PRS EASEMENT

A strip of land for TMWA facility easement purposes located within a portion of the southeast one quarter of Section 24, Township 18 North, Range 19 East, M.D.M., Washoe County, Nevada, and being more particularly described as follows:

BEGINNING at a point lying on the westerly right of way line of Thomas Creek Road from which the southeast corner of said Section 24 bears South $63^{\circ}12'49''$ East, a distance of 569.81 feet; thence departing said westerly right of way North $81^{\circ}37'18''$ West, a distance of 15.00 feet to the beginning of a curve radial to said line; thence from a tangent bearing of North $08^{\circ}22'42''$ East, northerly a distance of 40.00 feet along the arc of a curve to the right, having a radius of 1045.00 feet and a central angle of $2^{\circ}11'35''$; thence South $79^{\circ}25'43''$ East radial to said curve, a distance of 15.00 feet to a point on the westerly right of way line of Thomas Creek Road and the beginning of a curve radial to said line; thence from a tangent bearing of South $10^{\circ}34'17''$ West, a distance of 39.42 feet along the arc of a curve to the left, having a radius of 1030.00 feet and a central angle of $2^{\circ}11'35''$ to the POINT OF BEGINNING. Containing 596 square feet, more or less.

Bearings are based on the Nevada State Plane Coordinate System, West Zone, NAD83 and are identical to Record of Survey No. 3660 as recorded within the Official records of Washoe County, Nevada on September 20, 1999 as File No. 2381691.

See Exhibit A-2, to accompany description, attached hereto and made a part hereof.



Prepared by:

Harlan King, PLS 5665

7490 Longley Lane #B

Reno, NV 89511

EXHIBIT A-1

SCALE: 1"=20'

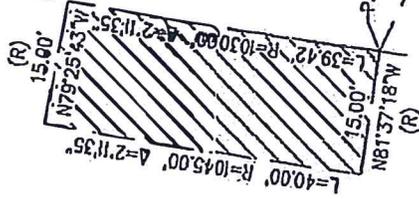
WATER FACILITY EASEMENT

BEING A PORTION OF SE 1/4 OF SECTION 24 TOWNSHIP 18 NORTH, RANGE 19 EAST, M.D.M.



FIELD CREEK RD. RIGHT OF WAY

049-010-2B
WASHOE COUNTY



P.O.B.

THOMAS CREEK RD. RIGHT OF WAY

S63°12'49\"E
589.81'
(SECTION TIE)

24-19
25-20

049-312-22
13500 THOMAS CREEK RD
WASHOE COUNTY

CHRISTY
CORPORATION
3000 W. 1st Street, Nevada, NV 89408
775.502.8528 christy.com

EXHIBIT 'B'

WATER FACILITIES EASEMENT

An easement for water facility purposes and related appurtenances over, under and across the following described tract of land:

A portion of the tract of land granted to County of Washoe as described in Document No. 1325714 recorded on May 19, 1989; Official Records of Washoe County; situate within the Southeast one-quarter of Section 19, T.18 N., R.20 E., M.D.M., Washoe County, State of Nevada.

BEGINNING at a point on the West line of said tract of land granted to County of Washoe, from which the Section corner common to Sections 19, 20, 29 and 30, T.18N., R.20 E. M.D.M, bears the following two consecutive courses and distances:

- 1) Along said West line of said tract of land granted to County of Washoe, South 01° 36' 05" West for a distance of 9.27 feet to a point on the South line of said Section 19; thence
- 2) Along said South line of Section 19, South 88° 52' 40" East for a distance of 764.17 feet;

Thence from said POINT OF BEGINNING and along said West line of the said tract of land granted to County of Washoe North 01° 36' 05" East for a distance of 45.37 feet;

Thence leaving said West line the following seven consecutive courses and distances:

- 1) North 43° 00' 00" East for a distance of 73.25 feet; thence
- 2) South 89° 21' 00" East for a distance of 412.12 feet; thence
- 3) South 88° 06' 44" East for a distance of 165.80 feet; thence
- 4) South 85° 46' 17" East for a distance of 48.23 feet; thence
- 5) South 83° 05' 48" East for a distance of 38.37 feet; thence
- 6) South 83° 00' 44" East for a distance of 32.75 feet; thence
- 7) South 86° 47' 17" East for a distance of 17.07 feet to a point on the East line of said tract of land granted to the County of Washoe; said line being common to the East line of said Section 19;

Thence along said East line South 00° 34' 10" West for a distance of 30.03 feet; thence leaving said East line the following seven consecutive courses and distances;

- 1) North 86° 47' 17" West for a distance of 19.44 feet; thence
- 2) North 83° 00' 44" West for a distance of 33.72 feet; thence
- 3) North 83° 05' 48" West for a distance of 37.64 feet; thence
- 4) North 85° 46' 17" West for a distance of 46.91 feet; thence
- 5) North 88° 06' 44" West for a distance of 164.86 feet; thence
- 6) North 89° 21' 00" West for a distance of 398.55 feet; thence
- 7) South 43° 00' 00" West for a distance of 94.03 feet to the POINT OF BEGINNING.

Containing 23,741 square feet, more or less.

The Basis of Bearing for this description is NEVADA STATE PLANE COORDINATE SYSTEM,
NAD 83/94 DATUM, West Zone.

LEGAL DESCRIPTION PREPARED BY:

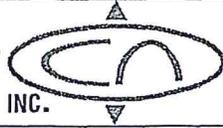
Guillermo Enrique Carey, PLS 17758
MAPCA SURVEYS, INC.
580 Mount Rose Street
Reno, NV 89509



N.T.S.

FIELD CREEK RANCH 12A

MAPCA
MAPCA SURVEYS INC.



COUNTY OF WASHOE
APN 142-020-06



WATER FACILITIES
EASEMENT
AREA = 23,741 SQ.FT.

FIELD CREEK RANCH 12B

MOUNTAINGATE PHASE 3B-C

30' WATER FACILITIES
EASE. PER THIS DOCUMENT

ARROWCREEK PARKWAY

19 20
30 29

POB



EXHIBIT "B-1"

**WATER FACILITIES EASEMENT
ARROWCREEK PARKWAY WATERLINE**

A PTN. SE 1/4 SECTION 19
T.18N., - R.20E., M.D.M

WASHOE COUNTY

SHEET 1 OF 1

NEVADA



WASHOE COUNTY RECORDER

OFFICE OF THE COUNTY RECORDER
LAWRENCE R. BURTNES, RECORDER

1001 E. NINTH STREET
POST OFFICE BOX 11130
RENO, NEVADA 89520-0027
PHONE (775) 328-3661
FAX (775) 325-8010

LEGIBILITY NOTICE

The Washoe County Recorder's Office has determined that the attached document may not be suitable for recording by the method used by the Recorder to preserve the Recorder's records. The customer was advised that copies reproduced from the recorded document would not be legible. However, the customer demanded that the document be recorded without delay as the parties rights may be adversely affected because of a delay in recording. Therefore, pursuant to NRS 247.120 (3), the County Recorder accepted the document conditionally, based on the undersigned's representation (1) that a suitable copy will be submitted at a later date (2) it is impossible or impracticable to submit a more suitable copy.

By my signing below, I acknowledge that I have been advised that once the document has been microfilmed it may not reproduce a legible copy.

Catherine Smith

Signature

July 25, 2017

Date

Catherine Smith

Printed Name

EASEMENT PURCHASE AND SALE AGREEMENT

This Easement Purchase and Sale Agreement (the "Agreement") is made and entered into this 25 day of July, 2017, by and between WASHOE COUNTY, a political subdivision of the State of Nevada ("County") and TRUCKEE MEADOWS WATER AUTHORITY, a Joint Powers Authority entity created pursuant to a cooperative agreement among the cities of Reno, Nevada, Sparks, Nevada and Washoe County, Nevada, pursuant to N.R.S. Chapter 277 ("TMWA").

WITNESSETH:

WHEREAS, County owns certain real property located in Washoe County, Nevada, known currently as Assessor's Parcel Number No. 049-010-28, commonly known as Arrowcreek Parkway Parcel (the "County Property");

WHEREAS, TMWA is a public entity responsible for distribution of municipal water service in the area;

WHEREAS, TMWA desires to purchase an easement and County desires to grant the permanent non-exclusive public utility Easement on a portion of the County Property.

NOW, THEREFORE, in consideration of the premises and mutual promises set forth below, County and TMWA covenant and agree as follows:

1. Sale of Easement. For and in consideration of the Purchase Price (as defined below), County hereby sells to TMWA and TMWA buys from County, the Easement more particularly described in the Grant of Easement attached hereto and incorporated herein as Exhibits "A" and "B" and shown on Exhibits "A-1" and "B-1" (the "Easement Deed") in accordance with the terms, and subject to the conditions, of this Agreement. County and TMWA agree that the Easement shall be located on the County Property as stated in the Easement Deed.

2. Easement Utilization. The Easement shall be permanent, non-exclusive public utility easement used to access, construct, alter, maintain, inspect, repair, reconstruct, and operate a below grade pressure regulator facility, pipelines, markers, conduits, valve boxes, meters, fixtures, control equipment and any other facilities or appurtenances deemed necessary for operation of the water facilities (hereinafter called "Water Facilities") as described in the Easement Deed.

2.1 No Unreasonable Interference. County shall not erect any buildings or structures on the Easement or otherwise use the Easement in a manner that places an unreasonable burden on or unreasonably interferes with TMWA's use and enjoyment and the rights granted herein.

TMWA acknowledges by acceptance of the Easement that County's present uses of, and practices on, the County Property are compatible with the purpose of the Easement. County reserves the right to use and enjoy the surface of County Property for the benefit of the public and the Easement in accordance with those current practices

17-0614

and in perpetuity. County and TMWA recognizes that the future uses of, and practices on, the County Property may change over time as a result of the County Property's development and the public's need. TMWA acknowledges that the County owns the County Property and that use of the Easement does not interfere with any restrictions placed on the County Property. County shall notify TMWA prior to conducting improvements on the Easement.

3. Easement Locations. County and TMWA agree that the Easement shall be located on the County Property as stated in the Easement Deed which is attached hereto as Exhibit "A" and "B".

4. Easement Price. TMWA shall pay the amount of seventeen thousand five hundred dollars (\$17,500.00) ("Purchase Price") directly to County in consideration of the permanent public utility easement based on the appraised value of the land for use of the county property.

5. Construction of Water Facilities. TMWA shall install, operate, repair any disturbances or damage caused by its operation, and maintain the Water Facilities at its sole cost and expense. No work shall be performed on the initial installation of the Water Facilities until County has been given at least five (5) days prior written notice of the time during which the installation work will take place. All work shall be performed in compliance with all applicable laws and ordinances. TMWA agrees that, except in the event of an emergency.

6. County's Representations and Warranties. As a material inducement to the TMWA the County represents and warrants that:

6.1 Property, Title and Related Matters. County is and shall be at the Closing, the owner of all right, title and interest in the County Property and the Easement, and shall have and convey to TMWA at Closing good and marketable title to the Easement free and clear of all security interests, mortgages, liens, pledges, charges, claims, or encumbrances of any kind or character. There is no lease affecting any portion of the Easement, and no person or entity has any right or option to purchase the County Property or any portion thereof.

6.2 Litigation. There is no litigation, proceeding, claim or investigation, including, without limitation, any condemnation proceeding, pending or, to the best of County's knowledge, threatened, which adversely affects the County Property or the Easement, in any court or before any federal, state, county, or municipal department, commission, board, bureau or agency or other governmental instrumentality.

6.3 No Misstatement. No representation, statement or warranty by County contained in this Agreement or in any exhibit hereto contains or will contain any untrue statements or omits, or will omit, any material fact necessary to make the statement of fact recited not misleading.

6.4 No Agreements. Neither the execution and delivery of this Agreement by County nor the consummation of the transactions contemplated hereby will result in any breach or violation of or default under any judgment, decree, order, mortgage, lease, agreement, indenture or other instrument to which County is a party, or to which it is bound.

7. TMWA's Representations and Warranties. TMWA represents and warrants to County as follows:

7.1 Status, Power and Authority. TMWA is a joint powers authority entity duly organized, validly existing under the Laws of the State of Nevada, with all requisite power and authority to enter into and carry out its obligations under this Agreement.

7.2 Due Authorization, Execution and Delivery. The execution, delivery, and performance of this Agreement by the persons executing the same on behalf of TMWA have been duly and validly authorized.

7.3 Legal, Valid, Binding and Enforceable. This Agreement and the other agreements and instruments contemplated hereby constitute legal, valid and binding obligations of TMWA, enforceable in accordance with their respective terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general applicability.

8. Closing. Within fifteen (15) days of the execution of this Agreement by all parties, County shall deliver to TMWA the Easement Deed, duly executed and notarized and such other documents required by TMWA to record the Easement Deed in Official Records, Washoe County Recorder, Washoe County, Nevada. Each party shall bear its own costs (including attorneys' fees) associated with the Closing, unless otherwise specified in this Agreement.

9. Indemnification for Breach of Representations and Warranties. The parties hereby make the following indemnifications:

9.1 To the extent allowed by law pursuant to Chapter 41 of the Nevada Revised Statutes ("NRS"), County agrees to indemnify and hold harmless TMWA and its Board Members, agents and employees from and against any and all claims, damages, losses, liabilities, costs or expenses whatsoever (including attorneys' fees) which TMWA may incur by reason of or in connection with any untrue statement in this Agreement made by County or the breach of any representation or warranty of County contained in this Agreement.

9.2 To the extent allowed by law pursuant to Chapter 41 of the NRS, TMWA agrees to indemnify and hold harmless County and its Board Members, agents and employees from and against any and all claims, damages, losses, liabilities, costs or expenses whatsoever (including attorneys' fees) which County may incur by reason of or

in connection with any untrue statement in this Agreement made by TMWA or the breach of any representation or warranty of TMWA contained in this Agreement.

10. Covenants of Further Assurance. The parties to this Agreement covenant and agree to act in good faith and to take such further action as may be required to fully effectuate the intentions of the parties under this Agreement.

11. Notices. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered or delivered by U. S. mails, postage prepaid on the date posted, and addressed to the other party at the following addresses:

County: Washoe County
Director, Community Services Department
P.O. Box 11130
Reno, NV 89520

TMWA: Truckee Meadows Water Authority
Attn: Director Natural Resources-Planning & Management
P.O. Box 30013
Reno, Nevada 89520-3013

With copy to: Michael A.T. Pagni
100 W. Liberty Street, Tenth Floor
P.O. Box 2670
Reno, Nevada 89505

12. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Nevada, and venue shall be in Washoe County, Nevada.

13. Effectiveness and Counterparts. This Agreement shall become effective upon the execution and delivery hereof by the parties hereto. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

14. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of TMWA and County and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Purchase and Sale Agreement as of the date first above written.

(signatures and notaries to follow on next page)

“COUNTY”

WASHOE COUNTY, a political subdivision
of the State of Nevada

By: 
Bob Lucey, Chair
Washoe County Commission

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

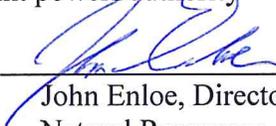
On this 25th day of July, 2017, Bob Lucey
personally appeared before me, a Notary Public, and acknowledged to me that he/she executed
the above instrument for the purpose therein contained.




Notary Public

“TMWA”

TRUCKEE MEADOWS WATER AUTHORITY,
a joint powers authority

By: 
John Enloe, Director
Natural Resources – Planning
And Management

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this 13th day of July, 2017, John Enloe, Director of Natural
Resources - Planning and Management personally appeared before me, a Notary Public, and
acknowledged to me that he/she executed the above instrument for the purpose therein
contained.




Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION

THOMAS CREEK #2 PRS EASEMENT

A strip of land for TMWA facility easement purposes located within a portion of the southeast one quarter of Section 24, Township 18 North, Range 19 East, M.D.M., Washoe County, Nevada, and being more particularly described as follows:

BEGINNING at a point lying on the westerly right of way line of Thomas Creek Road from which the southeast corner of said Section 24 bears South 63°12'49" East, a distance of 569.81 feet; thence departing said westerly right of way North 81°37'18" West, a distance of 15.00 feet to the beginning of a curve radial to said line; thence from a tangent bearing of North 08°22'42" East, northerly a distance of 40.00 feet along the arc of a curve to the right, having a radius of 1045.00 feet and a central angle of 2°11'35"; thence South 79°25'43" East radial to said curve, a distance of 15.00 feet to a point on the westerly right of way line of Thomas Creek Road and the beginning of a curve radial to said line; thence from a tangent bearing of South 10°34'17" West, a distance of 39.42 feet along the arc of a curve to the left, having a radius of 1030.00 feet and a central angle of 2°11'35" to the POINT OF BEGINNING. Containing 596 square feet, more or less.

Bearings are based on the Nevada State Plane Coordinate System, West Zone, NAD83 and are identical to Record of Survey No. 3660 as recorded within the Official records of Washoe County, Nevada on September 20, 1999 as File No. 2381691.

See Exhibit A-2, to accompany description, attached hereto and made a part hereof.



Prepared by:

Harlan King, PLS 5665

7490 Longley Lane #B

Reno, NV 89511

EXHIBIT A-1

SCALE: 1"=20'

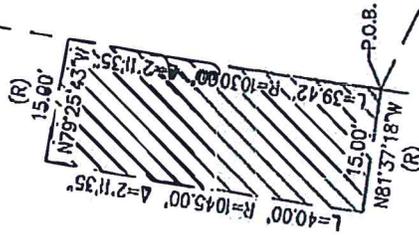
WATER FACILITY EASEMENT

BEING A PORTION OF SE 1/4 OF SECTION 24 TOWNSHIP 18 NORTH, RANGE 19 EAST, M.D.M.

FIELD CREEK RD. RIGHT OF WAY

049-010-28
WASHOE COUNTY

049-312-22
13500 THOMAS CREEK RD
WASHOE COUNTY



THOMAS CREEK RD. RIGHT OF WAY

S63°12'49\"E
569.81'
(SECTION TIE)

24.19
25.30

P.O.B.

CHRISTY
CORPORATION
3000 West 1st Street, Nevada, NV 89436
775.502.8528 christy.com

EXHIBIT 'B'

WATER FACILITIES EASEMENT

An easement for water facility purposes and related appurtenances over, under and across the following described tract of land:

A portion of the tract of land granted to County of Washoe as described in Document No. 1325714 recorded on May 19, 1989; Official Records of Washoe County; situate within the Southeast one-quarter of Section 19, T.18 N., R.20 E., M.D.M., Washoe County, State of Nevada.

BEGINNING at a point on the West line of said tract of land granted to County of Washoe, from which the Section corner common to Sections 19, 20, 29 and 30, T.18N., R.20 E. M.D.M, bears the following two consecutive courses and distances:

- 1) Along said West line of said tract of land granted to County of Washoe, South 01° 36' 05" West for a distance of 9.27 feet to a point on the South line of said Section 19; thence
- 2) Along said South line of Section 19, South 88° 52' 40" East for a distance of 764.17 feet;

Thence from said POINT OF BEGINNING and along said West line of the said tract of land granted to County of Washoe North 01° 36' 05" East for a distance of 45.37 feet;

Thence leaving said West line the following seven consecutive courses and distances:

- 1) North 43° 00' 00" East for a distance of 73.25 feet; thence
- 2) South 89° 21' 00" East for a distance of 412.12 feet; thence
- 3) South 88° 06' 44" East for a distance of 165.80 feet; thence
- 4) South 85° 46' 17" East for a distance of 48.23 feet; thence
- 5) South 83° 05' 48" East for a distance of 38.37 feet; thence
- 6) South 83° 00' 44" East for a distance of 32.75 feet; thence
- 7) South 86° 47' 17" East for a distance of 17.07 feet to a point on the East line of said tract of land granted to the County of Washoe; said line being common to the East line of said Section 19;

Thence along said East line South 00° 34' 10" West for a distance of 30.03 feet; thence leaving said East line the following seven consecutive courses and distances;

- 1) North 86° 47' 17" West for a distance of 19.44 feet; thence
- 2) North 83° 00' 44" West for a distance of 33.72 feet; thence
- 3) North 83° 05' 48" West for a distance of 37.64 feet; thence
- 4) North 85° 46' 17" West for a distance of 46.91 feet; thence
- 5) North 88° 06' 44" West for a distance of 164.86 feet; thence
- 6) North 89° 21' 00" West for a distance of 398.55 feet; thence
- 7) South 43° 00' 00" West for a distance of 94.03 feet to the POINT OF BEGINNING.

Containing 23,741 square feet, more or less.

The Basis of Bearing for this description is NEVADA STATE PLANE COORDINATE SYSTEM,
NAD 83/94 DATUM, West Zone.

LEGAL DESCRIPTION PREPARED BY:

Guillermo Enrique Carey, PLS 17758
MAPCA SURVEYS, INC.
580 Mount Rose Street
Reno, NV 89509



N.T.S.

FIELD CREEK RANCH 12A

COUNTY OF WASHOE
APN 142-020-06

 WATER FACILITIES
EASEMENT
AREA = 23,741 SQ.FT.

FIELD CREEK RANCH 12B

MOUNTAINGATE PHASE 3B-C

30' WATER FACILITIES
EASE. PER THIS DOCUMENT

ARROWCREEK PARKWAY

19 20
30 29

POB



EXHIBIT "B-1"
WATER FACILITIES EASEMENT
ARROWCREEK PARKWAY WATERLINE

A PTN. SE 1/4 SECTION 19
T.18N., - R.20E., M.D.M

WASHOE COUNTY

SHEET 1 OF 1

NEVADA

**FORENSIC SUPPORT SERVICES AGREEMENT
BETWEEN
WASHOE COUNTY ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE
AND
MONO COUNTY, ON BEHALF OF
MONO COUNTY DISTRICT ATTORNEY'S OFFICE**

THIS AGREEMENT is made and entered by and between **WASHOE COUNTY**, on behalf of the **WASHOE COUNTY SHERIFF'S OFFICE**, hereinafter referred to collectively as **WASHOE**, and **MONO COUNTY** on behalf of the **MONO COUNTY DISTRICT ATTORNEY'S OFFICE**, hereinafter referred to as **USER**.

W I T N E S S E T H:

WHEREAS, pursuant to NRS 277.180, **WASHOE** and **USER** may, in the performance of their functions, use each other's facilities and services, with the consent of the other party and subject to such terms and conditions as the parties may agree upon; and

WHEREAS, **USER** desires to acquire the assistance of **WASHOE** in providing **USER** the use of **WASHOE'S** Forensic Support Facilities and Services;

WHEREAS, **WASHOE** desires to provide its assistance to **USER** in regard to the use of **WASHOE'S** Forensic Support Facilities and Services;

NOW, THEREFORE, based on the foregoing premises and the following covenants, terms and conditions, the parties hereto do hereby agree as follows:

1. **SERVICES PROVIDED**: Unless otherwise provided and/or amended by written agreement of the parties hereto, **WASHOE** shall provide for **USER** forensic analyses within the existing capabilities of **WASHOE** as set forth in **Exhibit A** attached hereto and hereby incorporated by reference. In this regard, it is the understanding and intent of the parties, as the capabilities of **WASHOE** change over time, to execute written amendments to this Agreement indicating any services no longer provided as well as to identify any new services to be provided and the cost thereof.

WASHOE staff shall be available, upon reasonable notice should **USER** require said staff, to participate in legal proceedings (discovery practice or court appearances) to testify as to any testing and certification services performed for **USER** pursuant to this Agreement.

17-0619

A. For the term of the agreement USER shall pay to WASHOE a fee of **\$250 per hour. The total amount of Forensic Services shall not exceed \$15,000 payable upon receipt of invoice(s)**, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in **Exhibit A** attached hereto and hereby incorporated by reference. The annual fee shall compensate Washoe County for work performed during the contract period. Fees for services are due and payable in full within 30 days of USER'S receipt of billing by WASHOE. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in **Exhibit A**, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.

C. In the event that the governing body of WASHOE County fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.

D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such consultation services.

E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to pay WASHOE, pursuant to this contract, for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such staff services. If cost for these services exceed the contract terms then the parties agree that prior to the services being rendered, this contract may be amended to provide funds for those additional services.

2. INDEMNIFICATION: USER agrees to indemnify, defend and hold harmless WASHOE, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, or agents of USER in connection with the services to be provided pursuant to this Agreement.

WASHOE agrees to indemnify, defend and hold harmless USER, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, and agents of WASHOE in connection with the services to be provided pursuant to this Agreement.

The parties do not waive and intend to assert any liability limitations available under law, including but not limited to those defenses available under chapter 41 of Nevada Revised Statutes in all cases.

3. MODIFICATION: Any modification or amendment to this Agreement, in order to be binding upon the parties, must be in writing and be signed by both of the parties hereto.

4. EFFECTIVE DATE AND RENEWAL:

A. This Agreement shall be effective as of July 1, 2017 and terminate as of June 30, 2018.

B. Either party to this Agreement may terminate this Agreement at any time of the term of the Agreement by giving the other party to this Agreement 180 days prior written notice.

C. This Agreement may be renewed by the parties for any subsequent fiscal year by virtue of the parties' execution of a renewal agreement setting for the fiscal year for which the renewal shall be effective, the services to be rendered, and the costs and fees to be incurred by USER to WASHOE. Any such renewal shall be contingent upon the parties agreeing to the annual fee to be charged by WASHOE to USER.

DATE: 6/29/17

BY: [Signature]
WASHOE COUNTY SHERIFF

DATE: July 25, 2017

BY: [Signature]
CHAIR
WASHOE COUNTY COMMISSION

DATE: July 25, 2017

ATTEST: [Signature]
WASHOE COUNTY CLERK



DATE: 6/8/17

BY: [Signature]
USER

Exhibit A FY 17/18

Full Services Provided Under the Forensic Science Division Contract Option A

Controlled Substances

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - Up to 5 separate items can be submitted per case.
 - Evidence will be accepted in cases that are being actively prosecuted, needed for Grand Jury to support charges, to obtain a warrant, in an on-going investigation, or for officer safety.
- Only selected items from those submitted will be analyzed.
 - When substances likely to contain a Schedule I compound are submitted, one of each type of substance will be analyzed.
 - When a Schedule I compound is identified, substances likely to contain a compound in a lower schedule will not be analyzed.
 - Visually similar substances will be tested when the total net weight could substantiate a trafficking charge. This may be deferred until the case is set for District Court.
 - Residue and paraphernalia items only will be tested when no other controlled substance evidence exists.
 - Pharmaceutical preparations (tablets or capsules)
 - ♦ Identification of any controlled substance in one dosage unit when no other controlled substance evidence is present (except marijuana).
 - ♦ Visual examination only when a scheduled controlled substance is identified, as outlined above (except marijuana), or if consistent with prescription or over-the-counter preparations.

Additional controlled substance exhibits may be analyzed on a case by case basis. If services beyond those listed above are needed, please contact the division for consultation prior to submitting the evidence.

- Controlled Substances services NOT included, or restricted.
 - Quantitative or purity analysis
 - Analysis of the contents of syringes; unless extenuating circumstances exist as approved by the Laboratory Director
 - Analysis of non-controlled substances as poisons, clandestine laboratories chemicals, and various cutting agents.
 - Clandestine lab testimony

Shoeprint and Tire track Comparison

Firearms/Toolmark Examinations (Cases going to court and those needed for investigative purposes are being prioritized. After those, cases are being worked in reverse order (newest first))

- Distance determination
- Comparative analysis (bullets, cartridge cases, toolmarks etc.)
- Weapon function test
- Serial number restoration

Crime Scene Investigation (24/7 Response)

- Homicide
- Attempted homicide
- Officer involved shootings
- Questionable deaths with detective on scene
- Kidnapping
- Child abuse
- Sexual assault with substantial bodily injury or unknown suspect
- Battery with a deadly weapon with substantial bodily injury
- Armed robbery with substantial bodily injury
- Bank robbery with substantial bodily injury
- Robbery, strong armed, with substantial bodily injury
- Fatal traffic accidents when vehicular homicide is suspected
- Homicide autopsy
- Does NOT include response to non-major crimes such as burglary, recovered stolen vehicle, evidence collection from officer at hospital, consensual sexual cases, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer

Latent Print Processing

- Appropriate chemical or powder processing of submitted items
- Development and submission of latent prints of value

Latent Print Comparison

- Evaluation of submitted prints- determination of value
- WIN/ABIS (Western Identification Network/Automated Biometric Identification System)
- Known subject comparison

Photo Laboratory Services

- Creation of CDs from scene photos taken by FIS
- CDs created from previously processed 35mm negatives

Primary Examination

- Presumptive and confirmatory stain characterization
 - ♦ Semen (presence of sperm cells)
 - ♦ Seminal fluid (absence of sperm cells)
 - ♦ Saliva
 - ♦ Blood including human blood
- Determination of human vs animal hair and suitability of hair for DNA testing

DNA Analysis

- Homicide (up to 15 evidentiary samples and 10 reference samples)
- Sexual crimes (with presence of sperm up to 3 evidentiary samples and 5 reference samples)
- Sexual crimes (absence of sperm up to 5 evidentiary samples and 5 reference samples)
- Crimes against a person (up to 4 evidentiary samples and 5 reference samples)
- Property crimes (up to 2 evidentiary samples and 5 reference samples)
- DNA samples in addition to above limits can be processed at \$250.00 per hour

Forensic services within the existing capabilities of the laboratory do NOT include the following:

- DNA analysis on skeletal remains, weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny.
- Trace evidence analysis: fibers, glass, paint, hair, chemical unknowns, physical match, explosive materials, and arson (ignitable liquids)
- Latent print processing or DNA analysis of fired cartridge casings.
- Document examination such as handwriting comparisons
- Consultation on casework performed by other laboratories
- Casework or testimony on civil matters

Incomplete Case Submissions:

Examination requests that are missing information may be held for up to 30 days awaiting complete information. If the information is not received, the examination will be cancelled, no report will be issued, and the evidence will be returned to the submitting agency.

Note: The following services are provided by the Forensic Science Division but are not included as part of this contract as they are funded by other means.

- The Breath Alcohol Program is funded by the State.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- DNA Analysis of Arrestee sample for the database. This is funded through an administrative assessment per NRS 176.0623.
- The IBIS/NIBIN (Integrated Ballistic Identification System/National Integrated Ballistic Information Network) (firearms database) is included for all agencies. This is not a service that is charged for.

This scope of work does not include Toxicology services. Toxicology will continue to be billed on a per test basis. If you have any questions regarding Toxicology services, contact the Forensic Science Division.