RENO

AGENDA

Concurrent Meeting

Reno City Council, Sparks City Council, and

Washoe County Board of Commissioners

Please note that pursuant to this agenda, three public bodies are meeting, and each may take action separately on each item.

TELECONFERENCE MEETING

Wednesday, November 18, 2020 ● 1:00 PM

Reno City Council Chamber, One East First Street, Reno, NV 89501

Hillary Schieve, Mayor

Council Members:

Ward 1 – Jenny Brekhus Ward 4 – Bonnie Weber Ward 2 – Naomi Duerr Ward 5 – Neoma Jardon Ward 3 – Oscar Delgado At-Large – Devon Reese

Public Comment: No action may be taken on a matter raised under general public comment until the matter is included on a subsequent agenda as an action item. Public comment is limited to three (3) minutes per person. Pursuant to Section 2 of Directive 006, members of the public may submit public comment by leaving a voicemail at (775) 393-4499. Messages received prior to 4:00 p.m. on the day before the meeting will be transcribed, provided to Reno City Council, Sparks City Council and Washoe County Board of Commissioners for review, and entered into the record. During the meeting, members of the public may submit public comment without being physically present via online Public Comment Form (Reno.gov/PublicComment), or emailing cityclerk@reno.gov. Public comment received during the meeting will be provided to Reno City Council, Sparks City Council and Washoe County Board of Commissioners for review prior to adjournment, and entered into the record. Members of the public may also view the meeting virtually by pre-registering using the following link:

https://zoom.us/webinar/register/WN_L6gYqsJYS5GNl-rPBubb2Q

This agenda has been electronically posted in compliance with NRS 241.020(3) at https://www.reno.gov, and NRS 232.2175 at https://notice.nv.gov/. To obtain further documentation regarding posting, please contact Ashley D. Turney, City Clerk, 1 East First Street, Reno, NV 89501, (775) 334-2030; turneya@reno.gov.

<u>Accommodations</u>: Reasonable efforts will be made to assist and accommodate physically disabled persons to participate in the meeting. Please contact the City Clerk's Office at (775) 334-2030 in advance so that arrangements can be made.

<u>Supporting Material</u>: Pursuant to Section 5 of Directive 006, the requirement contained in NRS 241.020(3)(c) that physical locations be available for the public to receive supporting material for public meetings has been suspended. Staff reports and supporting material for the meeting are available on the City's website at http://www.reno.gov/meetings. Pursuant to NRS 241.020(8), supporting material is made available to the general public at the same time it is provided to the City Council.

Order of Business: The presiding officer shall determine the order of the agenda and all questions of parliamentary procedure at the meeting pursuant to the Rules of the Reno City Council (City Council Resolution No. 8771, adopted January 22, 2020). Items on the agenda may be taken out of order. The Reno City Council, Sparks City Council and Washoe County Board of Commissioners may combine two or more agenda items for consideration; remove an item from the agenda; or delay discussion relating to an item on the agenda at any time. See, NRS 241.020(3)(d)(6). Items scheduled to be heard at a specific time will be heard no earlier than the stated time, but may be heard later.

Council Recess: The Reno City Council, Sparks City Council and Washoe County Board of Commissioners may recess at any time during the meeting at the discretion of the Mayor and/or to confer with counsel per NRS 241.015(3)(b)(2) and/or its management representatives per NRS 288.220(4), as necessary. Additional short breaks may be taken throughout the meeting as needed.

<u>Watch Meetings</u>: Certain Reno City Council, Sparks City Council and Washoe County Board of Commissioners meetings are streamed online when Reno City Council, Sparks City Council and Washoe County Board of Commissioners is in session in Council Chamber at www.reno.gov/meetings and broadcast on Charter Channel 194.

Social Media: Follow @cityofreno for real-time updates on Twitter. Connect with the City of Reno on Facebook at www.facebook.com/cityofreno.

Agenda Items

- 1 Call to Order
- 2 Pledge of Allegiance
- 3 **Roll Call**
- 4 Public Comment (This item is for either public comment on any action item or for any general public comment.)
- 5 Approval of the Agenda (For Possible Action) - November 18, 2020.
- 6 Presentation and discussion of residential evictions in the Washoe County region -Amy Jones, Executive Director, Reno Housing Authority.

7 **Built for Zero**

- Presentation and discussion for the Built for Zero, Re-Enrollment and the 7.1 Next Chapter – Eric Brown, County Manager and Dana Searcy, Special Projects Manager, Washoe County. (For Possible Action)
- 7.2 Presentation and discussion of the Karma Box Project's efforts in support of Built for Zero - Grant Denton, Executive Director, Karma Box Project.
- 8 Presentation and discussion of the Homeless Outreach Proactive Engagement (H.O.P.E.) program conducted through the City of Sparks Police Department -Sparks Police Department.
- 9 Presentation and discussion of the "Crisis Now" methodology of acute mental health crises intervention - R-I Associates.
- 10 Presentation and discussion of the Clean and Safe program conducted by the City of Reno - Arlo Stockham, Acting Assistant City Manager and Cynthia Esparza, Senior Management Analyst, City of Reno.

11 Regional Homeless Sheltering

- 11.1 Staff Report (For Possible Action): Overview of the Nevada Cares Campus Plan - Arlo Stockham, Acting Assistant City Manager, City of Reno.
- 11.2 Approval by Reno, Sparks, and Washoe County of Exhibit A (Fiscal Year 2020-21 Interlocal Cooperative Agreement for Shelter Operation and Other Homeless Services among the City of Reno, Washoe County, and the City of Sparks). (For Possible Action)
- 11.3 Approval by Reno, Sparks, and Washoe County of Exhibit B (Amendment No. 1 to the Cost Share Agreement Attachment to the Interlocal Agreement for Incident Command and Coordinated Response to COVID-19). Amendment 1 addresses cost share responsibilities for emergency homeless facilities (\$16,871,040) and a regional wastewater study (\$1,790,385). (For Possible Action)
- 11.4 Approval by the City of Reno of Exhibit C (Purchase agreement for an approximately 5.15 acre portion of the Governor's Bowl Park property (APN 008-211-38) located at 1498 East Fourth Street, Reno, NV for an amount not to exceed \$1,750,000. (For Possible Action)
- Approval by the City of Reno of Exhibit D (three-party purchase agreement for the approximately ±9.39 acre Wells Cargo Property (APNs 008-211-43 and 008-211-46) located at 1175 East Fourth Street, Reno, NV) for an amount not to exceed \$6,150,000 for the Shelter portion and \$5,650,000 for the Housing portion. (For Possible Action)
- General Business Commissioner, Council Member and Manager announcements, reports and updates to include requests for information or topics for future agendas. (No discussion will take place on this item.)
- Public Comment (This item is for either public comment on any action item or for any general public comment.)
- **14** Adjournment (For Possible Action)

STAFF REPORT

Date: November 18, 2020

To: Mayor and City Council

Thru: Doug Thornley, City Manager

Subject: 11.1. Staff Report (For Possible Action): Overview of the Nevada Cares

Campus Plan - Arlo Stockham, Acting Assistant City Manager, City of Reno.

From: Arlo Stockham, Acting Assistant City Manager

Summary: The Regional Homeless Sheltering Plan includes plans for the acquisition and development of the *Nevada Cares Campus* on acquired property in the Governor's Bowl area. This report addresses the following action items:

- 1. A plan and cost share agreement for homeless shelter operating costs (Exhibit A);
- 2. A plan and cost share agreement for emergency homeless shelter acquisition and construction costs (**Exhibit B**); and
- 3. Land acquisitions for expanded homeless facilities at the Wells Cargo Property (APNs 008-211-43 and 088-211-46) and at the Governor's Bowl (APN 008-211-38) (**Exhibit C**) and (**Exhibit D to be distributed prior to November 18**).

Background: With the onset of COVID-19, emergency work began to increase the capacity of the region's homeless shelters and otherwise mitigate the impacts of COVID-19. As the pandemic progressed, it became clear that enhanced homeless services would be needed for a prolonged period of time.

At a series of meetings, local government staff and the Community Homelessness Advisory Board (CHAB) developed a plan to supplement the existing homeless shelters with a new homeless service center in the Governor's Bowl area – now called the *Nevada Cares Campus*. Resolutions of support were approved by the CHAB and the local governments. The State of Nevada expedited processing and approved the sale of 5.1 acres at the Governor's Bowl on November 9, 2020.

A preliminary development plan for the *Nevada Cares Campus* has been prepared, along with the necessary cost share agreements.

Costs for ongoing shelter operations, including the new shelters at *Our Place* and at the *Nevada Cares Campus*, would be split in accordance with a longstanding formula for shelter operations.

 Shelter site acquisition and improvement costs would be funded with CARES Act distributions in proportion to the amount received by each agency.

The cost share framework and preliminary budgets were unanimously endorsed at staff meetings and at the September 14, 2020 CHAB meeting.

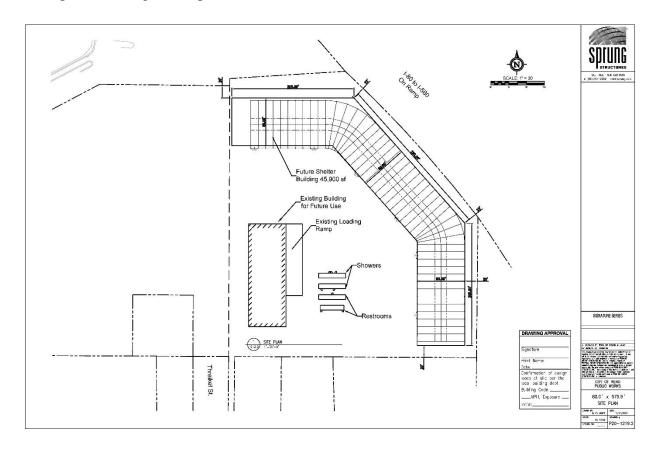
In October, the owners of Wells Cargo (a vehicle storage facility located adjacent to the Governor's Bowl) and the City of Reno began discussions of a possible sale of the Wells Cargo property.

Discussion: Availability of the Wells Cargo site presents a unique opportunity for the region. The Governor's Bowl property is suitable for a new shelter, but is insufficiently sized to fully accommodate the homeless service demands caused by COVID-19. The Wells Cargo site would provide a superior shelter location plus additional space for other homeless service needs. CARES Act funding is available for homeless facility acquisition and development, but must be spent in 2020. These acquisitions will enable development of the *Nevada Cares Campus*.

Proposed for local government approval are cost sharing and purchase agreements for the Governor's Bowl property, as well as a 3-party purchase agreement for the Wells Cargo property. In the 3-party agreement, the local governments (through Reno) would purchase the eastern portion of the Wells Cargo property to provide a more suitably sized site for a new regional homeless shelter. The Reno Housing Authority (RHA) would purchase the western portion of the property for future affordable housing projects. Approximate site boundaries are depicted in the graphic below.

Governor's Bowl Park Area Homeless Services Part 137 Reno Housing Authority Reno Housing Authority 1.2.348 0 0.872 0.874 0.874 0.874 0.874 0.874 0.874 0.874

A preliminary site plan for the homeless shelter facility on the Wells Cargo site is depicted in the graphic below. Improvement plans for the remainder of the *Nevada Cares Campus* will be developed following site acquisition.



<u>Cost Share Agreement for Regional Homeless Shelter Operations</u>: The proposed 2020/21 homeless shelter operating agreement (Exhibit A) uses the same cost share methodology as prior agreements - but for expanded shelter operations. The agreement covers operating costs for the

Community Assistance Center, the *Our Place* Women and Family Shelter, the temporary shelter facility on East 4th Street, and the planned *Nevada Cares Campus* on Governor's Bowl and Wells Cargo property. The combined annual operating budget totals ±\$8.1 Million.

2020/21 Shelter Operations Budget				
Men's Shelters	\$4,363,153			
Women and Family Shelter	\$3,795,104			
Total	\$8,158,257			

For many years, contracted operating costs for the Community Assistance Center have been split between Reno, Sparks, and Washoe County based on the property tax equivalent received annually by each agency (\$0.015 for Washoe County and \$0.01 for the Cities of Reno and Sparks). The 2020-21 operating budget uses the same methodology. Increased costs are allocated proportionally. In-kind staff responsibilities are also listed in the cost share agreement, consistent with prior agreements. Operating expenses are summarized in the table below:

Cost Share Table for Homeless Shelter Operations					
FY 2020 - 2021 Funding	Tax Projections	Percentage	Operating Budget		
City of Reno	\$901,264	22.52%	\$1,837,239		
Washoe County	\$2,783,529	69.55%	\$5,674,067		
City of Sparks	\$317,190	7.93%	\$646,950		
Total	\$4,001,983	100%	\$8,158,257		

Cost Share Agreement for Acquisition and Development of the *Nevada Cares Campus*: The proposed cost share agreement for site acquisition and development (Exhibit B) allocates the ±\$16,871,040 total acquisition and development cost in proportion to each agencies' CARES Act distribution, as reflected below:

Cost Share Table for Homeless Shelter Acquisition and Development					
Agency	CARES Act Percent of Total (Cost Allocation of Project				
	Distributions	share Formula)	Costs		
Reno	\$46,678,013	54.21%	\$9,145,791		
Sparks	\$19,176,261	22.27%	\$3,757,181		
Washoe County	\$20,254,818	23.52%	\$3,968,068		
Total	\$86,109,092	100%	\$16,871,040		

The budget includes shelter development on the Wells Cargo property with acquisition of both properties - providing ± 9.75 combined acres for homeless services. $\pm 46,000$ square feet of new shelter space would be provided – a $\pm 25,000$ increase over the existing (leased) temporary shelter. The old building on site can be used for storage of belongings. The budget also includes costs already incurred or obligated at the East Fourth Street temporary shelter. The budget totals are listed below. Any unused funds will be credited proportionally to each agency.

	CARES Act Homeless Services Budget Summary				у			
Expense Item	Tot	al Budget	Re	no Share	Sp	arks Share	Wa	shoe Share
Temporary East 4th Street Emergency Shelter								
East 4th Street Emergency Shelter (Aug - Nov)	\$	983,555.00	\$	533,185.17	\$	219,037.70	\$	231,332.14
East 4th Street Emergency Shelter (Dec - Jan)	\$	427,440.00	\$	231,715.22	\$	95,190.89	\$	100,533.89
Heater rental for East 4th Street (Oct - Jan)	\$	123,320.00	\$	66,851.77	\$	27,463.36	\$	29,004.86
Fuel, power and contingency for heater	\$	80,000.00	\$	43,368.00	\$	17,816.00	\$	18,816.00
Security (Aug - Jan)	\$	413,521.92	\$	224,170.23	\$	92,091.33	\$	97,260.36
Sleeping area dividers and beds for increased capacity	\$	300,000.00	\$	162,630.00	\$	66,810.00	\$	70,560.00
East 4th Street Total	\$	2,327,836.92	\$	1,261,920.39	\$	518,409.28	\$	547,507.24
Long-Term Facilty at Wells Cargo								
Site Improvements	\$	4,200,000.00	\$	2,276,820.00	\$	935,340.00	\$	987,840.00
Site Improvement Contingency (5%)	\$	205,000.00	\$	111,130.50	\$	45,653.50	\$	48,216.00
Purchase Sprung Structures 45,900 sf w/ 45 degree corners	\$	1,607,340.00	\$	871,339.01	\$	357,954.62	\$	378,046.37
Sprung installation consultant	\$	55,610.00	\$	30,146.18	\$	12,384.35	\$	13,079.47
Sprung Structure Delivery	\$	21,870.00	\$	11,855.73	\$	4,870.45	\$	5,143.82
Improvement Total (excluding land)	\$	6,089,820.00	\$	3,301,291.42	\$	1,356,202.91	\$	1,432,325.66
Governor's Bowl Acquisition	\$	1,750,000.00	\$	948,675.00	\$	389,725.00	\$	411,600.00
Wells Cargo Acquisition (4.64 acre portion)	\$	5,900,000.00	\$	3,198,390.00	\$	1,313,930.00	\$	1,387,680.00
Long Term Facility Total	\$1	3,739,820.00	\$	7,448,356.42	\$	3,059,857.91	\$	3,231,605.66
Total Cost Estimate	\$1	.6,067,656.92	\$	8,710,276.82	\$	3,578,267.20	\$	3,779,112.91
5% Contingency	\$	803,382.85	\$	435,513.84	\$	178,913.36	\$	188,955.65
Total Budget Request	\$1	6,871,039.77	\$	9,145,790.66	\$	3,757,180.56	\$	3,968,068.55

The agreement also includes the same cost share methodology to reimburse the City of Sparks for a COVID-19 regional wastewater study in an amount not to exceed \$1,790,385. Other regional costs for the COVID-19 response will continue to be allocated in accordance with the *Interlocal Agreement for Incident Command and Coordinated Response to COVID-19*.

<u>Land Acquisitions</u>: The Governor's Bowl property is now available for purchase from the State of Nevada. All necessary State approvals have been completed. The Governor's Bowl appraised at \$1.7 Million and is budgeted to cost \$1.75 Million with associated expenses. If Wells Cargo is not also acquired, homeless shelter construction at the Governor's Bowl site is feasible but would be more costly than the planned construction at the Wells Cargo property due to increased grading, building, and utility expenses.

As noted above, the potential addition of the Wells Cargo property provides a unique opportunity for the region. Staff worked with the Reno Housing Authority and regional stakeholders to prepare a purchase agreement with necessary property to be used for the new regional homeless service facility and the remaining land reserved for future transitional / affordable housing.

Two appraisals were completed for the Wells Cargo property. The average appraised value of \$10.58 Million has been the targeted purchase price, however the seller is unwilling to sell for less than \$11.58 Million. To address the gap, \$500,000 in pledged private sector contributions have been committed and an additional contributions are being sought. Additionally, Reno is prepared to contribute an additional \$250,000 in Community Development Block Grant (CDBG)

funds, which would be recovered with 25 months of lease revenue (at \$10,000 per month) from the existing lease with Ames Construction. With transaction costs and the necessary parcel modifications, acquisition costs are budgeted to total \$11.8 Million.

The shelter (eastern) portion of the Wells Cargo property totals 4.64 acres and would cost \$6.15 Million with associated expenses. The Reno Housing Authority (western) portion totals 4.75 acres and would cost \$5.65 Million. Cost allocations and the property configuration are outlined below:

Allocation of Wells Cargo Acquisition Cost							
	Acquisition	Demolition	Credit for 1 year	Cost for	Percent	Site	
	Cost	Cost	of seller retained	Buildable	of Total	Acres	
			rental income	Land			
Reno Housing	\$5,650,000	\$450,000	\$195,300	\$5,795,300	50.58%	4.75	
Authority Portion							
Regional Shelter	\$6,150,000	-	-	\$5,650,000	49.42%	4.64	
Portion							
Total	\$11,800,000	\$450,000	\$195,300	\$11,445,300	100.00%	9.39	

Financial Contributions for Wells Cargo Acquisition					
	Amount	Notes			
CARES Act	\$5,650,000	For Shelter site			
CARES Act (Reimbursable)	\$250,000	For Shelter site. Fundraising for \$250,000 reimbursement is in process			
Reno CDBG	\$250,000	For Shelter site. To be recovered with lease revenue (25 months @ \$10,000 per month)			
Reno Housing Authority	\$4,000,000	For Housing site			
RHA with grant (reimbursement) from Reno CDBG	\$1,150,000	For Housing site. CDBG grant payment to RHA to be completed ASAP			
Private Donations	\$500,000	Pledged contributions.			
Total	\$11,800,000				

Financial Implications: The proposed expenses will be paid from CARES Act distributions and other available funding sources.

Legal Implications: None.

Recommendation: Staff recommends approval of the Regional Homeless Sheltering Plan, including:

1. Review of the Nevada Cares Campus Plan;

- 2. Approval by Reno, Sparks, and Washoe County of Exhibit A (Fiscal Year 2020-21 Interlocal Cooperative Agreement for Shelter Operation and Other Homeless Services among the City of Reno, Washoe County, and the City of Sparks);
- 3. Approval by Reno, Sparks, and Washoe County of Exhibit B (Amendment No. 1 to the Cost Share Agreement Attachment to the Interlocal Agreement for Incident Command and Coordinated Response to COVID-19). Amendment 1 addresses cost share responsibilities for emergency homeless facilities (\$16,871,040) and a regional wastewater study (\$1,790,385);
- 4. Approval by the City of Reno of Exhibit C (Purchase agreement for an approximately 5.15 Acre Portion of the Governor's Bowl Park Property (APN 008-211-38) located at 1498 East Fourth Street, Reno, NV for an amount not to exceed \$1,750,000; and
- 5. Approval by the City of Reno of Exhibit D (3-party purchase agreement for an approximately the ±9.39 acre Wells Cargo Property (APNs 008-211-43 and 008-211-46) located at 1175 East Fourth Street, Reno, NV) for an amount not to exceed \$6,150,000 for the Shelter portion and \$5,650,000 for the Housing portion. The purchase agreement is still being drafted and will be distributed prior to November 18.

Proposed Motion: I move to accept the staff recommendation.

Attachments:

- Exhibit A_Regional Homeless Services Cooperative Agreement 20-21 (1) (PDF)
- Exhibit B_201108 AMD 1 COVID-19 Cost Sharing Agt (2) (PDF)
- Exhibit C_Governor's Bowl Purchase Agreement (PDF)

INTERLOCAL COOPERATIVE AGREEMENT FOR SHELTER OPERATION AND OTHER HOMELESS SERVICES AMONG THE CITY OF RENO, WASHOE COUNTY AND THE CITY OF SPARKS

THIS INTERLOCAL COOPERATIVE AGREEMENT FOR SHELTER OPERATIONS AND OTHER HOMELESS SERVICES ("Agreement") is made and entered into this ______ day of _____, 2020, by and among the City of Reno ("Reno"), the City of Sparks ("Sparks"), and the County of Washoe, a political subdivision of the State of Nevada, ("Washoe County" or "County"). Reno, Sparks, and Washoe County or County are sometimes referred to herein each as a "Party" or collectively, the "Parties."

WITNESSETH:

WHEREAS, Nevada Revised Statute (NRS) 277.180 authorizes any two or more public agencies to contract with one another to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, a contract entered into pursuant to NRS 277.180 in excess of \$25,000 must be in writing, and ratified by appropriate official action of the governing body of each party to the contract; and

WHEREAS, for many years the Parties have cooperated without a written agreement in the provision of funding and in-kind staff contributions to the provision of various services to the homeless including without limitation shelter, social work, case management, building maintenance, and health care; and

WHEREAS, upon the centralization of private and government services to the homeless and needy the need for centralized oversight and authority by one government entity had become apparent and was universally endorsed by the non-profit, human-services provider community at the Homeless Summit hosted by the Mayors of Reno and Sparks and the Chairman of the Washoe County Commission, which was held on July 22, 2008; and

WHEREAS, Reno, Sparks, and the County first entered into a written agreement to provide Regional Homeless Services through the Community Assistance Center in September 2008; and

WHEREAS, this Agreement continues to be necessary to accomplish the requirements of managing the provision of shelter and a broad scope of rehabilitation services to the homeless with specified funding available to all the Parties and the non-profit providers and their volunteers and provide emergency shelter leases of real property space pursuant to NRS 268.053 at a nominal or below market rates;

NOW, THEREFORE, in consideration of the aforesaid recitals, which are incorporated by this reference, and the following good and valuable consideration, the Parties mutually agree as follows:

- 1. Each Party shall designate a staff liaison to be the point of contact on matters of homelessness. Designated liaisons will meet as needed to confer on non-routine matters and designated liaisons shall work to coordinate and accomplish the activities, efforts and services associated with providing shelter and rehabilitation to the homeless (hereafter the "Program").
- 2. Reno shall be designated the lead entity for men's operations and Washoe County shall be designated the lead entity for women and families. As such, each entity shall identify a staff person as the manager. The manager shall have authority to make any necessary decisions regarding the daily operations at the corresponding shelter. The manager shall also assure that the expenditures to support the activities described herein and for the shelter are within the funding provisions provided within this Agreement, as set forth in ATTACHMENT B.
- 3. Regional Homeless Services Administration Roles and Responsibilities of each jurisdiction shall be set forth in <u>ATTACHMENT A</u>, which is incorporated herein by reference.
- 4. To the extent permitted by NRS Chapter 41, any governmental Party responsible for a negligent act committed by any of its officers, employees or agents under this Agreement agrees to indemnify and hold harmless all other Parties from and against any and all claims, demands, or actions by any person which may arise or result from the negligent act.
- 5. Each Party shall be solely responsible for any and all liabilities, damages, losses, claims, causes of action, suits at law or in equity, or any other obligation whatsoever arising out of or attributed to any action taken against that party in connection with its placement, storage and/or use of conex boxes or similar storage holding containers to store personal property of homeless individuals. Furthermore, each entity is not responsible for lost or stolen personal property or other related items at shelter facilities.
- 6. The Parties each agree to purchase and maintain general, professional and automobile liability insurance for activities related to this Agreement or, as to the governmental parties, provide for their respective financial obligations through a program of self-insurance in compliance with NRS Chapter 41.
- 7. Each Party shall be responsible for providing complete workers' compensation coverage in accordance with the laws of the State of Nevada for each of its own employees. To the extent allowed by law, for the limited purpose of this Agreement, the parties shall be deemed joint employers for immunity from liability under Nevada workers' compensation law.
- 8. Employees assigned to shelter facilities shall remain employees of their respective entities, each of which will be responsible for all salary and benefits, training, equipment, and supplies used by the employees in carrying out their respective duties, obligations and functions in support of the Program. Parties' existing policies and procedures shall apply to employees assigned to the Program. The parties agree to provide supervision and oversight for their respective personnel assigned to the Program, make reasonable efforts to provide vacation coverage, and

ensure that their respective personnel satisfactorily perform all duties, obligations and functions arising under this Agreement in support of the Program.

- 9. The Parties agree to uphold and abide by all laws, federal and state, related to equal access and employment opportunities. These include, but are not necessarily limited to, Titles VI and VII of the Civil Rights Act of 1964, as amended; the Age Discrimination in Employment Act of 1967, as amended; the Age Discrimination in Employment Act of 1975; the Equal Pay Act of 1963, Sections 501 and 504 of the Rehabilitation Act of 1973; the Civil Rights Act of 1991; and the Americans with Disabilities Act of 1990.
- 10. The Parties agree to ensure that staff maintain confidentiality of all information, including medical information, concerning recipients of services at emergency shelters, except to the extent necessary to perform their lawful duties, or as required by law. Each Party will ensure that a background investigation has been completed pursuant to NRS 179A.180, et seq., for those staff members who have access to minors and/or seniors and/or information regarding minors and/or seniors.
- 11. The Parties agree that each will have access to the clients' Program records, as necessary to perform assigned and legal duties. Each will retain and protect the confidentiality of records as is required by law.
- 12. The Parties agree to document in-kind fees and provide data to the Program Managers as needed to assist in fund development.
- 13. The Parties agree to ensure that all employees assigned to the Program conduct themselves in a courteous manner and do not interfere with the orderly operation of the Program or any of the agencies.
- 14. Subject to the following limitations, each party to this Agreement will contribute funds per the established formula (property tax equivalent of \$.015 for Washoe County and \$.01 for each Reno and Sparks and supplemental funds set to a corresponding percentage), as set forth in <u>ATTACHMENT B (COOPERATIVE REGIONAL HOMELESS SERVICES FUNDING AND IN-KIND CONTRIBUTION)</u>, which is incorporated herein by reference. Expenses incurred by Washoe County for operation of the Women and Family shelter shall be reported to the parties and shall constitute a credit toward the Washoe County share of the operating costs for the Men's Shelter. Expenses incurred by the City of Reno for operation of the Men's shelter shall be invoiced to the other parties with adjustments reflecting any credit accrued by Washoe County. The City of Reno shall maintain a document showing the status of expenses incurred and reimbursements due. All reimbursements shall be paid within 30 days of the cost being invoiced.
 - 14.1. As more fully set forth below in Paragraph 16, the Parties expressly agree that this Agreement, and/or the funding, and/or the in-kind contribution, may only be altered or terminated if for any reason the federal, State, County or City funding committed to satisfy this Agreement is withdrawn, limited, not appropriated, or otherwise impaired or unavailable for reasons outside the control of the Parties to this Agreement.

- 14.2. The Lead Entity may not exceed the specific restrictions on utilization of funds and staff as set forth in ATTACHMENT B.
- 14.3. Each Party has the right to conduct a fiscal audit of the Program to ensure compliance with the specific restrictions on utilization of its funding and staff.
- 14.4. Each Party has the right to review and approve any expenditures, contracts or proposals that would affect its duties, obligations or functions under state or federal laws and regulations involving expenditure, administration or appropriation of funds. Any necessary expenditures, contracts or proposals arising under this Agreement in support of the Program that deviate from the budget or authorized utilization under ATTACHMENT B will be subject to review and approval by the affected Party.
- 15. This Agreement is effective upon approval of all Parties and its Term shall be through <u>June 30, 2021</u>. Upon agreement of all the parties, this Agreement may be continued and renewed from year to year until terminated or not renewed in accordance with Paragraph 16 and 17 below. Renewals must be approved by each of the respective governing bodies of the parties.
- 16. As required by NRS 244.320 and NRS 354.626, the parties acknowledge that the participation of the public entities in this Agreement is contingent upon the appropriation of public funds to support the activities described herein and that the agreement will terminate if the appropriation of funds does not occur for reasons outside the control of the Parties to this Agreement. In this event, immediate written notice of termination will be given in accordance with Paragraph 21.
- 17. Except as otherwise provided in Paragraph 15, any Party may terminate its participation in this Agreement by giving the other Parties written notice of the intent to terminate no fewer than thirty (30) calendar days prior to the effective date of the termination.
- 18. Each Party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books and documents as are necessary to fully disclose to one another, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with this agreement and all state federal regulations and statutes.
- 19. Each Party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the Party, financial statements and supporting documentation, and documentation related to the work product shall be subject, during regular business hours, to inspection, examination, review, audit and copying at any office or location where such records may be found, with five (5) days notice by any of the parties to this agreement or their authorized agents. If any state or federal funds are utilized the rights to inspect and audit shall be extended to the State Auditor and the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

- 20. All books, records, reports, and statements relevant to this Agreement must be retained a minimum of five years. The retention period runs from the date of termination of this Agreement. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.
- 21. All written notices required under this Agreement shall be mailed, postage prepaid, addressed to the designated representative of the respective parties:

City of Reno:

Title: Reno City Manager

Address: PO Box 1900, Reno, NV, 89505

Phone: 775-334-2020 Fax: 775-334-2097

Washoe County:

Title: Washoe County Manager

Address: PO Box 11130 Reno, NV, 89520-0027

Phone: 775-785-5641 Fax: 775-785-5640

City of Sparks:

Title: Sparks City Manager

Address: PO Box 857 Sparks, NV, 89432

Phone: 775-353-7895 Fax: 775-353-1635

- 22. This Agreement contains all of the commitments and agreements of the parties, and oral or written commitments not contained herein shall have no force or effect to alter any term or condition of this Agreement, unless modified in accordance with Paragraph 22. This Agreement may be executed and approved in counterparts.
- 23. This Agreement may be amended or modified only by the mutual agreement of the parties hereto in writing and formally adopted by the governing boards of the parties.
- 24. No party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other Parties.
- 25. In case any one or more of the terms, sentences, paragraphs or provisions contained herein shall for any reason be held to be invalid, illegal, or non-enforceable, in any respect, such invalidity, illegality, or non-enforceability shall not affect any other terms, sentences, paragraphs, or provisions and this Agreement shall be construed as if such invalid, illegal or non-enforceable provision had never been contained herein.
- 26. A waiver of any breach of any provision of this Agreement by any Party shall not be construed to be a waiver of any preceding or succeeding breach.

- 27. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Nevada.
- 28. This Agreement may not be assigned without the consent of the governing boards of each Party or their authorized representatives.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date(s) set forth herein.



WASHOE COUNTY
CHAIRMAN, COUNTY COMMISSION
ATTEST:
COUNTY CLERK
APPROVED AS TO FORM:
DEPUTY DISTRICT ATTORNEY

CITY OF RENO	
MAYOR	
ATTEST:	
CITY CLERK	
APPROVED AS TO FORM:	
DEPUTY CITY ATTORNEY	

CITY OF SPARKS	
MAYOR	
ATTEST:	
CITY CLERK	
APPROVED AS TO FORM:	
DEPUTY CITY ATTORNEY	

ATTACHMENT A ROLES AND RESPONSIBILITIES

The City of Sparks, Washoe County, and the City of Reno created a Community Homelessness Advisory Board (CHAB) for the purpose of reviewing and providing recommendations on regional issues related to homelessness including funding allocations; community-wide homeless strategies and initiatives; and any other matters deemed pertinent by the CHAB. Specifically, the (CHAB) will:

- Receive and review regular reports on compliance and implementation of the specific performance measures and outcomes.
- Approve long-term plans and policies to further the goals of the Homeless Emergency Assistance and Rapid Transition to Housing Act ("HEARTH Act").
- Set and approve policies that affect the shelter operations.

Working with the (CHAB), the three jurisdictions will jointly collaborate and support the operations and management of the shelter services, including the negotiation of contracts, budgets, reporting requirements, and program oversight.

CITY OF RENO ROLES AND RESPONSIBILITIES

The City of Reno will serve as the lead entity for operations and oversight of the Men's facility for FY 2020-21, including:

- 1. Coordination of and Communication with Providers and Tenants Including:
 - a. Coordinate activities of Tenants, Private Providers (Reno-Sparks Gospel Mission, Catholic Charities, etc.), and visiting providers (Food Bank of Northern Nevada, Nevada HOPES, etc.) and public agencies (Northern Nevada Adult Mental Health Services, Veteran's Administration, etc.), as needed
 - b. Coordinate and manage Public Relations
 - c. Communicate with other Jurisdictions
- 2. Contracting and Fiscal Responsibility:
 - a. Negotiating and executing contracts (budgets, programs, reporting requirements, etc.) with vendors and operators (with each party participating as appropriate for fiscal oversight) for services including:
 - i. Men's Shelter
 - ii. Resource Center
 - iii. Outreach Monitoring
 - b. Fiscal oversight and reporting for Emergency Solutions Grant funds, Community Development Block Grant funds, and private donations
- 3. Program Oversight for:
 - i. Men's Shelter
 - ii. Resource Center
 - iii. Outreach Monitoring

- 4. City of Reno will provided quarterly expenditure reports no later than 45 days after the end of each quarter.
- 5. Facilities Maintenance and Management.

WASHOE COUNTY ROLES AND RESPONSIBILITIES

Washoe County will serve as the lead entity for operations and oversight of the Women/Families facility for FY 2020-21, including:

- 1. Contracting and Fiscal Responsibility:
 - a. Negotiating and executing contracts (budgets, programs, reporting requirements, etc.) with vendors and operators (with each party participating as appropriate for fiscal oversight) for services including:
 - i. Family Shelter
 - ii. Women's Shelter
- 2. Program Oversight for:
 - a. Women's Shelter
 - b. Family Shelter
- 3. Facilities Maintenance and Management.
- 4. Washoe County will be responsibility for timely payments in support of Shelter operations.
- 5. Washoe County will provided quarterly expenditure reports no later than 45 days after the end of each quarter.
- 6. Approve specific performance measures and outcomes that will be used to 1) frame the selection process, and 2) become the basis for a performance-based contract with the operator.

CITY OF SPARKS ROLES AND RESPONSIBILITIES

- 1. Coordinate with and support the lead entities, when appropriate, in negotiating and executing contracts (budgets, programs, reporting requirements, etc) with operators (with each Party participating as appropriate for fiscal oversight) for one or all of the following services:
 - a. Family Shelter
 - b. Men's Shelter
 - c. Women's Shelter
 - d. Resource Center
 - e. Outreach Monitoring
- 2. Coordination and Communication, in collaboration with the Lead Entities:
 - a. Coordinate with provider agencies
 - b. Carry out Public Relations activities when needed
 - c. Communicate and coordinate with the other Jurisdictions
- 3. Assist Lead Entities with Program Oversight:

- a. Men's Shelter Operation
- b. Women's Shelter Operation
- c. Family Shelter Operation
- d. Outreach Monitor Operations
- 4. Approve specific performance measures and outcomes that will be used to 1) frame the selection process, and 2) become the basis for a performance-based contract with the operator.



ATTACHMENT B COOPERATIVE Regional Homeless Services FUNDING AND IN-KIND CONTRIBUTION

IN-KIND CONTRIBUTION:

Men's Shelter	_		_	
NAME	TITLE/JURISDICTION	RESPONSIBILITY	PHONE/EMAIL	FTE
Monica	Manager, Housing	Men's Shelter	334-2033	.3
Cochran	and Neighborhood Development	Management	cochranm@reno.gov	
SUPERVISOR	TITLE/JURISDICTION	RESPONSIBILITY	PHONE/EMAIL	N/A
Arlo Stockham	Acting Assistant City	Supervision	224-6099	***
	Manager		stockhama@reno.gov	***
NAME	TITLE/JURISDICTION	RESPONSIBILITY	PHONE/EMAIL	FTE
Jayna Litz	Reno Management	Administration	334-3112	.2
	Assistant		litzj@reno.gov	
SUPERVISOR	TITLE/JURISDICTION	RESPONSIBILITY	PHONE/EMAIL	N/A
Monica	Manager, Housing	Supervision	334-2033	***
Cochran	and Neighborhood			***
	Development			
NAME	TITLE/JURISDICTION	RESPONSIBILITY	PHONE/EMAIL	FTE
Facility	Maintenance	CAC facility	334-2243	.8
Maintenance	Technicians	maintenance		
Technicians				
SUPERVISOR	TITLE/JURISDICTION	RESPONSIBILITY	PHONE/EMAIL	N/A
Frank Avera	Facilities Manager,	Supervision of	334-4656	***
	City	facility		***
	of Reno	maintenance	averaf@reno.gov	
		staff		
Women's and Family Shelter				
NAME	TITLE/JURISDICTION	RESPONSIBILITY	PHONE/EMAIL	FTE
Amber Howell	Director, Human	Our Place	337-4488	.3
	Services Agency	Management	AHowell@washoecounty.u	
			<u>s</u>	
SUPERVISOR	TITLE/JURISDICTION	RESPONSIBILITY	PHONE/EMAIL	N/A
Kate Thomas	Assistant County	Supervision	328-2008	***
	Manager		kathomas@washoecounty.	***
			us	
NAME	TITLE/JURISDICTION	RESPONSIBILITY	PHONE/EMAIL	FTE
Ida Peeks	Fiscal Compliance	Administration	785-5653	.2
	Officer, Human Services Agency		IPeeks@wahsoecounty.us	
SUPERVISOR	TITLE/JURISDICTION	RESPONSIBILITY	PHONE/EMAIL	N/A
Kim	Coordinator, Human	Supervision	337-4535	***
Schweichert	Services Agency		KSSchweichert@washoeco	***
		i e		1

NAME	TITLE/JURISDICTION	RESPONSIBILITY	PHONE/EMAIL	FTE
Facility	Maintenance	Our Place facility		.8
Maintenance	Technicians	maintenance		
Technicians				
SUPERVISOR	TITLE/JURISDICTION	RESPONSIBILITY	PHONE/EMAIL	N/A
		Supervision of		***
		facility		***
		maintenance		
		staff		

FY 2020 - 2021 FUNDING *	Tax Projections	Percentage	Total Budget
City of Reno:	\$901,264	22.52%	\$1,837,239
Washoe County:	\$2,783,529	69.55%	\$5,674,067
City of Sparks	\$317,190	7.93%	\$646,950
TOTAL FY 2020-2021 FUNDING	\$4,001983	100%	\$8,158,257

*The tax projections in this table are estimates and will be updated to reflect actual tax valuations for FY 2020-2021. Contributions will be in proportion to 0.01% of the contributing agency's assessed value (for Reno and Sparks) and 0.015% of the contributing agency's assessed value (for Washoe county), as published by the Department of Taxation's Preliminary Revenue Projection Report published in February of each year.

20/21 Shelter Operations Budget		
Men's Shelter	\$4,363,153	
Women and Family Shelter	\$3,795,104	
Total	\$8,158,257	

AMENDMENT NO. 1 TO COST SHARE AGREEMENT ATTACHMENT TO THE INTERLOCAL AGREEMENT FOR INCIDENT COMMAND AND COORDINATED RESPONSE TO COVID-19

THIS AMENDMENT NO. 1 TO COST SHARE AGREEMENT ATTACHMENT TO THE MARCH 20, 2020 INTERLOCAL AGREEMENT FOR INCIDENT COMMAND AND COORDINATED RESPONSE TO COVID-19 ("Amendment") is entered into effective as of November _____, 2020 ("Effective Date"), by and among the Parties to the March 20, 2020 Interlocal Agreement for Incident Command and Coordinated Response to COVID-19 (the "Response Interlocal") and the COST SHARE AGREEMENT (the "CSA") negotiated and executed between the Parties on or around April 3, 2020.

RECITALS

- A. WHEREAS, the Parties previously entered into the CSA as a requirement of the Response Interlocal to allocate financial responsibility among the Parties as outlined in Sections 7, 8, and 9 of the Response Interlocal and,
- B. WHEREAS, the Parties wish to amend the CSA to allocate financial responsibility among the Parties regarding the City of Reno's establishment of a temporary, emergency homeless shelter at or near the Governor's bowl or other suitable location ("Shelter Costs") to be used for the purposes of COVID 19 response; and
- C. WHEREAS, the Parties wish to further amend the CSA to allocate financial responsibility among the Parties regarding the City of Sparks establishment of a Wastewater Study through the University of Nevada, Reno ("Wastewater Study Costs").

NOW, THEREFORE, for good and valuable consideration, the Parties agree to amend the CSA as follows:

1. Section 5 of the CSA is amended to reflect the intent of the Parties to share Shelter and Wastewater Study Costs in percentages different than Response Costs and to describe the terms of payment for those costs, and therefore agree the language in 5.B "LOCAL SHARE OF OTHERWISE NON-REIMBURSED COSTS" shall become part of a new Section 5.C following Section 5.B.3 and the table in 5.B.3 shall become part of Section 5.C and amended to reflect the new percentages. The amended agreement shall read as follows:

5.C.1 LOCAL SHARE OF OTHERWISE NON-REIMBURSED COSTS:

		Response Costs	Shelter Costs	Wastewater Study Costs
a.	City of Reno	35%	54.21%	54.21%
b.	City of Sparks	15%	22.27%	22.27%
c.	Washoe County	50%	23.52%	23.52%

The City of Reno will assume initial and primary payment responsibility for Shelter Costs; the City of Sparks will assume initial and primary payment responsibility for the Wastewater Costs. The other Parties agree to reimburse the respective entities for their share of the costs described in Section 5.C.1 within 30 days of the cost being invoiced. The invoice shall only be forwarded after any costs have been verified by the invoicing Party as being in compliance with the eligibility and procurement requirements of the CARES Act.

<u>5.C.2</u> The Parties agree that the total amount to be paid for Shelter Costs under this amendment shall not exceed \$16,871,040 without prior written agreement of the Parties. The Parties further agree that all payments for Shelter Costs, excluding reimbursements, shall be made prior to December 31, 2020 unless an extension is approved by the Parties prior to December 31, 2020.

5.C.3 The Parties agree that the total amount to be paid for Wastewater Study Costs under this amendment shall not exceed \$1,790,385 without prior written agreement of the Parties. The Parties further agree that all payments for Wastewater Study Costs, excluding reimbursements, shall be made prior to December 31, 2020 unless an extension is approved by the Parties prior to December 31, 2020.

2. The Parties hereby further ratify and acknowledge the continuing validity and enforceability of the Response Interlocal and CSA, as amended by the terms hereof. Except as expressly provided in this Amendment, all terms, covenants, conditions and provisions of the Interlocal and CSA shall be and remain in full force and effect as written unmodified hereby. Notwithstanding the foregoing, the provisions of this Amendment shall prevail over any inconsistent provisions set forth in the Agreement.

This Amendment and the apportionment described are our best judgments of fair and equitable agency cost responsibilities.

Agency Name: <u>City of Reno</u>	Agency Name: <u>City of Sparks</u>
Address: <u>1 E. 1st Street</u>	Address: 431 Prater Way
City, State, Zip: Reno, NV 89501	City, State, Zip: Sparks, NV 89431
Signature:	Signatu <u>re:</u>
Printed Name: <u>Doug Thornley</u>	Printed Name: Neil Krutz
Title: <u>City Manager</u>	Title: City Manager
Agency Name: Washoe County	
Address: 1001 E. Ninth Street	
City, State, Zip: Reno, NV 89521	
Signature:	
Printed Name: <u>Eric P. Brown</u>	
Title: County Manager	

892

Ptn. of APN: 008-211-38 Project: I-080-1(15)8

E.A.: 70278

Parcel: I-080-WA-014.555 XS1

Surplus No.: SUR 20-12

Agreement No.:

LAND SALE AGREEMENT

THIS AGREEMENT, made this	_ day of		20,
between City of Reno, a Nevada municipial	corporation	, whose mailing address is On	e East
1st St., Reno, Nevada 89501, hereinafter cal	led the "PU	RCHASER", and the STATE ()F
NEVADA, acting by and through its Departm	ent of Tran	sportation, hereinafter called t	he
"SFLLFR"		•	

WHEREAS, this property was approved for disposal by the Nevada Department of Transportation Board of Directors on November 9, 2020.

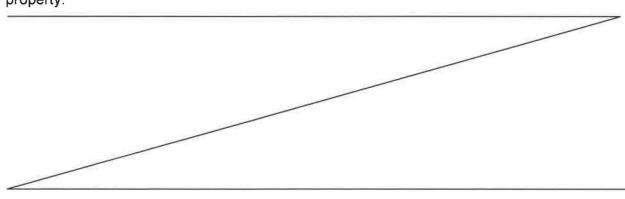
WITNESSETH:

- 1. The SELLER, for and in consideration of the covenants and payments to be performed and paid as hereinafter provided agrees as follows:
- (a) To sell and convey SELLER's right, title, and interest in certain real property to the PURCHASER; said real property

(SEE ATTACHED DESCRIPTION AND EXHIBITS, MARKED EXHIBITS "A", "B" AND "C" AND INCORPORATED HEREIN)

SUBJECT to any and all existing utilities and existing structures or improvements, whether of record or not.

(b) To deliver to the PURCHASER upon receipt of payment in full, a Quitclaim Deed conveying SELLER's right, title, and interest in and to the above-described property.



- 2. The PURCHASER, in consideration of the promises and covenants of the SELLER hereinabove set forth, agrees as follows:
- (a) To pay the SELLER, the sum of ONE MILLION SEVEN HUNDRED THOUSAND, AND NO/100 DOLLARS (\$1,700,000.00), which shall be the total purchase price for all that real property to be conveyed. Said purchase price excluding transfer tax and recording fees, shall be due and payable on or before February 7, 2021, in accordance with Direct Sale Intent To Purchase, Form 894-C. The complete amount due as set out above is as follows:

\$1,700,000.00	Purchase Price	
\$ N/A	Real Property Transfer Tax	
\$ N/A	Recording Fees	
\$ N/A	Less Deposit Referenced In	
	Paragraph 2(a)	
\$1,700,000.00	Total Due	

- (b) Time is of the essence of this Agreement. If PURCHASER fails to make the required payment of the purchase price on the date as set forth in paragraph 2(a) above, such failure shall be deemed to be a material breach of this Agreement, and SELLER at its option may elect to declare this Agreement rescinded and terminated and all rights and deposits of PURCHASER thereunder forfeited.
- (c) To be responsible, where applicable, for any and all real or personal property taxes, for compliance with all Federal, State and local statutes, ordinances, and regulations; and for the payment of any recording fees, documentary stamp taxes, applicable property transfer tax or any other fees by whatever name known.
- 3. It is mutually agreed and understood by the SELLER and by the PURCHASER as follows:
- (a) This Agreement shall constitute the entire contract between the parties hereto, and no modification hereof shall be binding unless endorsed hereon in writing.
- (b) The laws of the State of Nevada shall be applied in interpreting and construing this Agreement.
- (c) All Highway Engineer's Stationing is approximate and subject to slight adjustment as necessary to meet construction requirements.
- (d) All covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors, and assigns, as the case may be, of the respective parties.
- (e) As used herein the term PURCHASER shall include the plural as well as the singular, the feminine as well as the masculine, and the neuter.

(f) SELLER makes no warranty property has been examined by PURCHASER and the property have been made by SELLER.	as to the condition of the property. The d no representations as to the condition of
IN WITNESS WHEREOF the parties hereto year first above written.	have executed this Agreement the day and
S T A T E	STATE OF NEVADA acting by and through its Department of Transportation
S E A L	, Director
City of Reno, a Nevada municipial corporation	REVIEWED AND RECOMMENDED BY:
Douglas Thornley, City Manager	, District Engineer
	APPROVED FOR LEGALITY AND FORM:
	, Deputy Attorney General
STATE OF NEVADA CARSON CITY	
	ally known (or proved) to me to be the e Department of Transportation of the State for the Nevada Department of sed Statutes, 408.205; that he affirms that d Department; and that said instrument was
S E A L	IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

STATE OF NEVADA COUNTY OF WASHOE

On this day of	, 20, personally appeared
before me, the undersigned, a Notary Pu	ablic in and for the County of
, State of	·
	personally known (or proved) to me
	bed to the above instrument and who acknowledged to
me thathe executed the same freel mentioned.	y and voluntarily and for the uses and purposes thereby
S	IN WITNESS WHEREOF I have
T	hereunto set my hand and affixed my official
A	seal the day and year in this certificate first
<u>T</u>	above written.
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LEGAL DESCRIPTION PREPARED BY: GREGORY S. PHILLIPS LUMOS & ASSOCIATES, INC. 308 N. CURRY ST. STE. 200 CARSON CITY, NV 89703

EXHIBIT "A" LEGAL DESCRIPTION

Ptn of APN: 008-211-38 Project: I-080-1(15)8

E.A.: 70278

Ptn. of Parcel: 380 Control Section: WA-83 Surplus No.: SUR 20-12

Parcel: I-080-WA-014.555 XS1

Situate, lying and being in the City of Reno, County of Washoe, State of Nevada and more particularly described as being a portion of the S 1/2 of the SE 1/4 of Section 1, T. 19 N., R. 19 E., M.D.M.; and further described as being a portion of Parcel 380 described in that certain Final Order of Condemnation recorded on May 5, 1970 in Book 460, at Page 462, as Document No. 173098, in the Official Records of the County of Washoe, State of Nevada, and more fully described by metes and bounds as follows:

BEGINNING at a point on the Nevada Department of Transportation property line south of IR-80, 240.33 feet right of and at right angles to Highway Engineer's Station "LE" 268+11.06 P.O.T.; said point of beginning further described as bearing N. 66°50'30" W. a distance of 1,309.60 feet from the southeast corner of said Section 1; said corner is further described as being a 1 1/4 inch brass cap set in a concrete filled 8 inch diameter steel casing with no stamping; thence along said property line the following three (3) courses and distances:

- 1) N. 87°56'54" E.- 195.06 feet;
- 2) from a tangent which bears the last described course, curving to the right with a radius of 740.00 feet, through an angle of 30°03'38", an arc distance of 388.25 feet;
- 3) S. 61°59'28" E. 333.87 feet to a point on the southerly line of that parcel of land as described in said Final Order of Condemnation;

thence along the southerly and westerly lines of said parcel the following eight (8) courses and distances:

- 1) S. 86°25'27" W. 76.06 feet;
- 2) S. 0°13'55" W. 12.33 feet;

- 3) N. 89°15'05" W. 299.84 feet;
- 4) S. 62°14'55" W. 400.00 feet;
- 5) N. 89°15'05" W. 31.17 feet;
- 6) S. 12°48'55" W. 22.72 feet;
- 7) S. 84°47'57" W. 95.32 feet;
- 8) N. 4°01'12" W 296.19 feet to a point that is 3.00 feet northerly of and measured at right angles from the southerly right-of-way line of East Seventh Street as shown on that certain Tract Map known as the Downtown Service Center, recorded on April 19, 1973 as Document No. 283250, Tract Map No. 1379, in the Official Records of the County of Washoe, State of Nevada;

thence S. 89°12'59" E., along a line that is parallel with and 3.00 feet northerly of said southerly right-of-way line, a distance of 22.99 feet to the intersection of the southerly extension of the easterly line of that lease parcel described in that certain Multi-Use Commercial Lease recorded on October 17, 1989, as Document No. 1356225, in the Official Records of the County of Washoe, State of Nevada, thence N. 1°41'09" W., along the southerly extension, the easterly line of said Multi-Use Commercial Lease, and the northerly extension of said easterly line, a distance of 170.73 feet to the point of beginning; said parcel contains an area of 5.15 acres (224,513 square feet).

EXCEPTING THEREFROM any and all water rights appurtenant to said parcel.

SUBJECT TO any and all existing utilities, whether of record or not.

The above described parcel is identified as Parcel I-080-WA-014.555 XS1, on EXHIBITS "B" and "C", attached hereto and made a part hereof.

The Basis of Bearing for this description is the NEVADA COORDINATE SYSTEM OF 1983, WEST ZONE, NAD 83/94 as determined by the State of Nevada, Department of

Transportation.

Gregory S. Phillips Nevada Certificate 17616

10/16/20

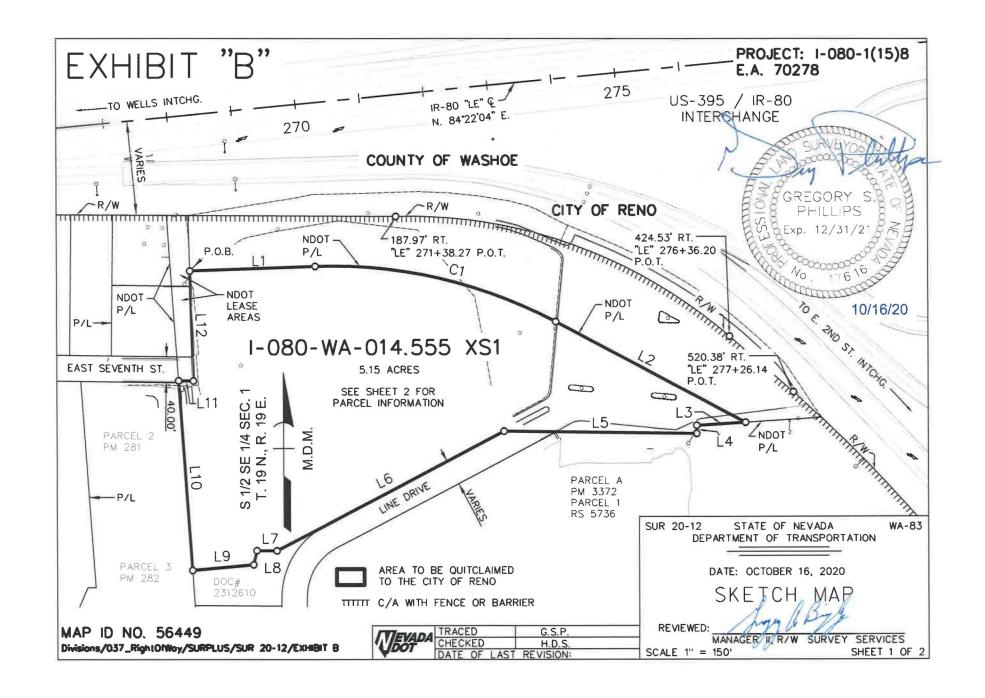


EXHIBIT "C"

I-080-WA-014.555 XS1

P.O.B. = 240.33' RT. "LE" 268+11.06 P.O.T. TIE: N. 66'50'30'' W. - 1309.60' FROM THE SE COR. OF SEC. 1, T. 19 N., R. 19 E., M.D.M

COR. OF SEC. 1, 1. 19 N., R. 19 E., M.D.M		
L1	N.87*56'54"E195.06'	
C1	Δ=30°03'38" R=740.00' L=388.25'	
L2	S.61*59'28"E333.87'	
L3	S.86°25'27"W76.06'	
L4	S.00°13'55"W12.33'	
L5	N.89°15'05"W299.84'	
L6	S.62°14'55"W400.00'	
L7	N.89°15'05"W31.17'	
L8	S.12*48'55"W22.72'	
L9	S.84°47′57"W95.32′	
L10	N.04°01'12"W296.19'	
L11	S.89°12'59"E22.99'	
L12	N.01°41'09"W170.73'	

PROJECT: I-080-1(15)8 E.A. 70278



SUR 20-12 STATE OF NEVADA WA-83
DEPARTMENT OF TRANSPORTATION

DATE: OCTOBER 16, 2020

SKETCH MAR

REVIEWED:

MANAGER N. R/W SURVEY SERVICES SHEET 2 OF 2

MAP ID NO. 56449 Divisions/037_RightOfWoy/SURPLUS/SUR 20-12/EXHIBIT C

FTIEVADA	TRACED	G.S.P.
		H.D.S.
Apol	DATE OF LAST	REVISION: