

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

TUESDAY

10:00 A.M.

APRIL 8, 2014

PRESENT:

David Humke, Chairman
Bonnie Weber, Vice Chairperson
Marsha Berkgigler, Commissioner
Kitty Jung, Commissioner
Vaughn Hartung, Commissioner

Nancy Parent, County Clerk
John Slaughter, County Manager
Paul Lipparelli, Legal Counsel

The Washoe County Board of Commissioners convened at 10:05 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:

14-288 AGENDA ITEM 3 – PUBLIC COMMENT

Agenda Subject: “Public Comment. Comment heard under this item will be limited to three minutes per person and may pertain to matters both on and off the Commission agenda. The Commission will also hear public comment during individual action items, with comment limited to three minutes per person. Comments are to be made to the Commission as a whole.”

Jeff Church commented that Truckee Meadows Fire Protection District (TMFPD) firefighters were excellent and that citizens were supportive of the District. He was concerned about Automatic Aid, which currently the City of Reno refused to supply to the County and indicated that City of Reno firefighters were the highest paid department in the Country. Mr. Church noted that State law made consolidation basically impossible and due to politics, attempts at Legislative change in the past had failed. He noted that the Staffing for Adequate Fire and Emergency Response (SAFER) grants currently held by the City would expire on September 28, 2014, and he noted the City's reapplication had not been awarded.

Cathy Brandhorst discussed matters of concern to herself.

Sam Dehne spoke about freedom of speech and the *Reno Gazette-Journal*.

Jeannie Herman spoke about the Nevada Land Transfer and the situation involving cattle and the Bureau of Land Management (BLM) in southern Nevada.

14-289 AGENDA ITEM 5

Agenda Subject: “Introduction of new County Employees.”

Chairman Humke invited the new Washoe County employees to come forward and introduce themselves to the Board. The Board members welcomed the new employees.

There was no public comment or action taken on this item.

14-290 AGENDA ITEM 6 - PROCLAMATION

Agenda Subject: “Proclamation--April 6-12, 2014 as National Volunteer Week. (All Commission Districts.)”

Chairman Humke read and presented the Proclamation to the many volunteers that were present.

In response to the call for public comment, Sam Dehne spoke about the volunteers and how he volunteered throughout the community.

On motion by Commissioner Berkbigler, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6 be adopted.

14-291 AGENDA ITEM 7 - PROCLAMATION

Agenda Subject: “Proclamation--April 13-19, 2014 as National Library Week--Library. (All Commission Districts.)”

Commissioner Jung read and presented the Proclamation to members of the Library Board of Trustees (BOT), the Law Library and Library Director Arnie Maurins.

Mr. Maurins thanked the Board for their Proclamation. He said the Proclamation served as a reminder of the critical role libraries played in a democratic society.

BOT Chairman Derek Wilson appreciated the support from the County Commission. He enjoyed the motivation and enthusiasm from the staff and volunteers at the libraries.

Emily Reed, Law Library, also thanked the Board for the Proclamation and the County Library System for working closely with the Law Library.

Commissioner Berkbigler said the library system was an important function that endured many reductions in past years. She hoped that more funds could be replaced back into the system.

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 7 be adopted.

14-292 AGENDA ITEM 8 - PROCLAMATION

Agenda Subject: “Proclamation--April 14-20, 2014 as National Public Safety Telecommunications Week. (All Commission Districts.)”

Commissioner Hartung read and presented the Proclamation to representatives from the Washoe County Sheriff’s Office (WCSO) Dispatch Center.

Jaleh Polak, Communications Specialist, thanked the Board for their recognition and said it was a privilege to serve the citizens of the County. Sharon Goodman, Supervising Communications Specialist, said that Communication Operators were the first "first responders" and were the calm during a tragedy.

There was no public comment on this item.

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

14-293 AGENDA ITEM 9 - PROCLAMATION

Agenda Subject: “Proclamation--April 2014 as Nevada Hispanic Safety Month. (All Commission Districts.)”

Commissioner Jung read the Proclamation.

In response to the call for public comment, Cathy Brandhorst spoke about a matter of concern to herself.

On motion by Commissioner Jung, seconded by Commissioner Berkbigler, which motion duly carried, it was ordered that Agenda Item 9 be adopted.

14-294 AGENDA ITEM 10 - PROCLAMATION

Agenda Subject: “Proclamation--April 2014 as National Sexual Assault Awareness Month. (All Commission Districts.) Requested by Commissioner Jung.”

Commissioner Jung read and presented the Proclamation to Kelsey Sweet. Commissioner Jung explained that Ms. Sweet approached her concerning her Master’s Thesis that revolved around interpretive art and awareness. Ms. Sweet spoke about her upcoming performance and said the performances would run between April 10th and

April 26th. The piece was inspired by a book she wrote chronicling her life experiences and she explained several of the acts that would take place during the performance.

In response to the call for public comment, Cathy Brandhorst spoke about sexual assault victims.

Commissioner Weber thanked Commissioner Jung for bringing this before the Board.

On motion by Commissioner Jung, seconded by Commissioner Berkbigler, which motion duly carried, it was ordered that Agenda Item 10 be adopted.

CONSENT AGENDA

Chairman Humke noted that Agenda Item 11C would be pulled from the consent agenda for separate discussion and vote.

11:15 a.m. Commissioner Berkbigler temporarily left the meeting and was absent for the vote on the Consent Agenda.

14-295 AGENDA ITEM 11A

Agenda Subject: “Approve minutes for the Board of County Commissioners’ January 28, February 11, February 24 and March 14, 2014 regular meetings and February 10 and March 19, 2014 concurrent meetings.”

John Slaughter, County Manager, stated that a correction was needed in regard to the dates of the minutes. He said the correct dates were January 28, February 11, February 25, and March 11, 2014 for regular meetings and February 10 and March 19, 2014 for concurrent meetings.”

Commissioner Weber commended the Clerk's Office for their service and for having the Board's minutes completed in a timely manner.

There was no public comment on this item.

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

14-296 AGENDA ITEM 11B – COMPTROLLER

Agenda Subject: “Approve the removal of uncollectible accounts receivables [totaling \$40,758.75]. (All Commission Districts.)”

There was no public comment on this item.

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

14-297 AGENDA ITEM 11D – HEALTH DISTRICT

Agenda Subject: “Approve amendments [net increase \$13,396] in both revenue and expenses to the adopted FY 14 ELC – carry forward grant budget, IO 11136; and direct Finance to make the appropriate budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

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

14-298 AGENDA ITEM 11E – MEDICAL EXAMINER/CORONER

Agenda Subject: “Approve Interlocal Agreement between Washoe County and Nevada Department of Corrections for Forensic Services by the Medical Examiner/Coroner’s Office for a period of up to five years ending June 30, 2019. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried with Commissioner Berkbigler absent, it was ordered that Agenda Item 11E be approved. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

14-299 AGENDA ITEM 11F – SOCIAL SERVICES

Agenda Subject: “Approve the Department of Social Services to accept grant [\$45,000, no County match] from Casey Family Programs for the Family Solutions Team process retroactively from January 1, 2014 through December 31, 2014, and authorize the Department to expend the grant revenue and direct Finance to make the appropriate budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

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

14-300 AGENDA ITEM 11G(1) – COMMUNITY SERVICES

Agenda Subject: “Approve a Resolution calling a hearing (to be set for May 13, 2014) on the amendment of the boundaries of District No. 24 (Groundwater Remediation/Central Truckee Meadows Remediation District) in Washoe County, Nevada; providing for a notice of hearing, and providing other matters properly related thereto. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried with Commissioner Berkgigler absent, it was ordered that Agenda Item 11G(1) be approved. The Resolution for same is attached hereto and made a part of the minutes thereof.

14-301 AGENDA ITEM 11G(2) – COMMUNITY SERVICES

Agenda Subject: “Approve an Agreement for employee residence between Washoe County and Mike Bicondoa (Community Services Department, Operations Division) to allow occupancy within the County owned residence located at 180 Del Ora Avenue, Gerlach, Nevada. (Commission District 5.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried with Commissioner Berkgigler absent, it was ordered that Agenda Item 11G(2) be approved.

14-302 AGENDA ITEM 11G(3) – COMMUNITY SERVICES

Agenda Subject: “Approve an Agreement to Extend the Interlocal Agreement for Division of Water Service Areas between Washoe County and the South Truckee Meadows General Improvement District. (Commission District 2.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried with Commissioner Berkgigler absent, it was ordered that Agenda Item 11G(3) be approved. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

14-303 AGENDA ITEM 11G(4) – COMMUNITY SERVICES

Agenda Subject: “Approve an Agreement to Extend the Interlocal Agreement for Operation and Maintenance of Water Facilities between Washoe County and the South Truckee Meadows General Improvement District. (Commission District 2.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried with Commissioner Berkbigler absent, it was ordered that Agenda Item 11G(4) be approved. The Agreement to Extend the Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

14-304 AGENDA ITEM 11G(5) – COMMUNITY SERVICES

Agenda Subject: “Approve a Revocable License Agreement between New Cingular Wireless PCS, LLC, and Washoe County, retroactive to March 1, 2013, to allow the continued occupancy on a portion of property located at 530 Patrician Drive (APN 080-730-090) for the purposes of locating and providing cellular connectivity equipment and services for area residents [retroactive revenue of \$22,371.20 from March 1, 2013 through April 30, 2014; and annual revenue of \$43,260 with a 3% per year annual escalator]. (Commission District 5.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried with Commissioner Berkbigler absent, it was ordered that Agenda Item 11G(5) be approved.

14-305 AGENDA ITEM 11G(6) – COMMUNITY SERVICES

Agenda Subject: “Approve the Water Rights Grant Bargain and Sale Deed between Washoe County and Robert M. Sader and Candice K. Sader, Co-Trustees of the Sader Nevada Trust Agreement dated December 12, 1995 to convey 0.20 acre-feet of water rights to Washoe County; and approve the associated Water Lease Agreement between Washoe County and Robert M. Sader and Candice K. Sader, Co-Trustees of the Sader Nevada Trust Agreement dated December 12, 1995, both in support of an equestrian therapy facility located in the Pleasant Valley area. (Commission District 2.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried with Commissioner Berkbigler absent, it was ordered that Agenda Item 11G(6) be approved.

14-306 AGENDA ITEM 11G(7) – COMMUNITY SERVICES

Agenda Subject: “Approve a Water Rights Deed between Washoe County, as Grantor, and the Truckee Meadows Water Authority, as Grantee, to convey 45.99 acre-feet of Truckee River Water Rights on behalf of Lennar Reno, LLC. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried with Commissioner Berkbigler absent, it was ordered that Agenda Item 11G(7) be approved.

14-307 AGENDA ITEM 11H(1) – SHERIFF

Agenda Subject: “Approve additional supplemental funding for Joining Forces grant [\$3,000, no cash match required; 25% in-kind match required] for FY 2014 to cover overtime costs to conduct Traffic Enforcement Checkpoints and events, from the Nevada Office of Traffic Safety, grant term is 10/1/13 to 9/30/14; and direct Finance to make the necessary budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried with Commissioner Berkbigler absent, it was ordered that Agenda Item 11H(1) be approved and directed.

14-308 AGENDA ITEM 11H(2) – SHERIFF

Agenda Subject: “Approve acceptance of 2013 HIDTA Interdiction Task Force funding to be used for overtime and travel expenses [up to \$45,000, no County match] from High Intensity Drug Trafficking Areas (HIDTA) as administered through Las Vegas Metro Police Department; and direct Finance to make the necessary budget adjustments. Grant period 4/08/14 - 12/31/14. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried with Commissioner Berkbigler absent, it was ordered that Agenda Item 11H(2) be approved and directed.

14-309 AGENDA ITEM 11H(3) – SHERIFF

Agenda Subject: “Approve acceptance of 2013 HIDTA Northern Nevada Drug Task Force funding [up to \$103,000, no County match] to be used for investigative funds, overtime and travel expenses from High Intensity Drug Trafficking Areas (HIDTA) as administered through Las Vegas Metro Police Department; and direct Finance to make the necessary budget adjustments. Grant award period 04/08/14 - 12/31/14. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried with Commissioner Berkbigler absent, it was ordered that Agenda Item 11H(3) be approved and directed.

14-310 AGENDA ITEM 11C – DISTRICT ATTORNEY

Agenda Subject: “Approve Master Walkaway Lease Agreement, Amendment to Master Walkaway Lease Agreement, Indemnity Agreement and Quote between the County of Washoe and Enterprise Fleet Management for four-year lease for 12 District Attorney’s Office vehicles [\$58,595]; and authorize Finance to make appropriate budget adjustments. (All Commission Districts.)”

Richard Gammick, District Attorney (DA), thanked Commissioner Jung for bringing the sexual assault awareness Proclamation forward. He said many of those cases were under reported and the DA's Office worked tirelessly on that issue.

11:18 a.m. Commissioner Berkbigler returned to the meeting.

Mr. Gammick understood that this request for a Lease Agreement was outside of the budget process, but the DA's Office was offered a tremendous deal through Enterprise Rent-a-Car® to lease a fleet of vehicles and needed a decision to move forward on that offer. He explained if the Office stayed within the budget process, the 2015 cars would need to be ordered, which would increase the price by 3 to 5 percent, plus delivery would be delayed three to four months. He said the 2014 cars could be taken from local dealers and be available sooner. He stated that the Office would not expend any money until delivery was taken of the fully-equipped cars. Currently, Mr. Gammick stated that their fleet of cars was aging, which caused many issues and may cause safety issues.

Mr. Gammick conducted a PowerPoint presentation, which was placed on file with the Clerk. The presentation highlighted the proposed approval of the contract, the aging fleet, reliability of the current fleet, and the payment process. He noted that the County's Internal Auditor supported the outsourced lease as an economical option.

Commissioner Hartung asked what would happen if the 10,000 miles per year on a vehicle was exceeded. Mr. Gammick replied if the 10,000 mileage was exceeded the cost would be \$0.08 per mile.

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 11C be approved and authorized.

14-311 AGENDA ITEM 13 – APPEARANCE

Agenda Subject: “Mike Baughman, Intertech Services Corporation, in conjunction with the Nevada Land Management Task Force. Presentation on the options for management of any public lands transferred from the federal government to the State of Nevada. (All Commission Districts.) Requested by Commissioner Hartung.”

Mike Baughman, Intertech Services Corporation President, said he had been retained by the Nevada Association of Counties (NACO) to gather and analyze data regarding economic costs and benefits related to a transfer of any public lands from the federal government to the State. He said a set of recommendations had been adopted by the Nevada Land Management Task Force (Task Force) on a preliminary basis involving a report to the Legislature's Public Lands Committee.

Mr. Baughman conducted a PowerPoint presentation, which was placed on file with the Clerk. The presentation included: State Trust Lands; the background of the Task Force; the schedule of the Task Force; five-year average revenues, expenditures and employment for State Trust Lands (2008-2012); the distribution of net revenues derived from New Mexico State Trust Lands; five-year high, observed low, and average net revenue and Full-Time Employees (FTE's) for Arizona, Idaho, New Mexico and Utah State Trust Land Management; estimated net revenue from expanded State land ownership in Nevada using four other State models; Bureau of Land Management (BLM) Nevada, five-year average net revenue; FTE's and major revenue sources (2008-2012); and, the Task Force recommendations.

Commissioner Hartung clarified that a decision was not being made on whether the State received their land back. He explained the Board would send a recommendation to the Task Force, which then sent a recommendation to the State, who then made a request to the federal government. He noted that he was still concerned about fire suppression, the Sage Grouse issue and wild horses since those issues were not a concern in southern Nevada; however, southern Nevada had issues surrounding the Desert Tortoise.

Commissioner Jung questioned the parameters and the term "disposable land." Mr. Baughman said an example of disposable land would be a piece of public BLM land that sat adjacent to a community, which was in an urbanizing area and part of

a Master Plan for development of growth. He noted that the BLM did not manage those types of lands since they were difficult to manage and typically identified for disposal. As the BLM updated the Resource Management Plans, he said counties could recommend lands to be identified and evaluated as being suitable for disposal. Commissioner Jung said four States were shown in the presentation for the five-year average revenue, expenditures or employment for State Trust Lands and asked where Nevada fell within that range. Mr. Baughman stated that Nevada did not have any revenue, expenditures or employment for State Trust Lands since Nevada only had 3,000 acres, where other States managed several million acres.

Commissioner Weber asked if there were State Trust Lands that were dedicated in Nevada history to be used for educational purposes. Mr. Baughman stated that was correct. He said the remaining State Trust Lands were only about 3,000 acres, but those lands, by the State's Constitution, were managed and the revenues derived from those went into the State Permanent School Fund. Commissioner Weber asked if any information could be obtained for that Fund. Mr. Baughman replied that the Fund was administered by the State Treasurer. He noted that the reports were public on that Fund, which currently held approximately \$25 million. He said most of that money was a result of fines and fees. Commissioner Weber asked if the money from lands being sold would go into that Fund. Mr. Baughman stated that was correct.

Commissioner Hartung asked for an outline on how the original process was established when there was one section, per township and range set aside for education. Mr. Baughman explained there was a process that the lands originally granted were random. In the case of Nevada, he said there was an early process in the Statehood where lands were selected to combine the 4 million acres at the time to make more economic sense. He said those acreages were primarily disposed of to jumpstart the educational system and to provide the economic base.

Commissioner Jung said she had previously requested the Board have a history about Nevada's Statehood and how the State came to be in this situation. She hoped that staff was still working on that request.

Commissioner Hartung said the Task Force had recognized there were a substantive number of acres in the State that the Task Force did not want to have ownership of because of contamination. He said those acres were currently held by the Department of Defense.

There was no public comment or action taken on this item.

12:08 p.m. The Board convened as the Truckee Meadows Fire Protection District (TMFPD) and the Sierra Fire Protection District (SFPD) Board of Fire Commissioners.

2:01 p.m. The Board recessed as the TMFPD/SFPD Board of Fire Commissioners, and would adjourn from the closed session.

2:01 p.m. The Board of County Commissioners reconvened with all members present.

14-312 AGENDA ITEM 19

Agenda Subject: “Discussion and possible action to consider and negotiate a proposal from City of Reno for the possible Regional and/or Consolidation of Fire Services. Requested by Chairman Humke and Commissioner Berkbigler.”

This agenda item was heard by the Board of Fire Commissioners and the Board of County Commissioners during the Truckee Meadows Fire Protection District/Sierra Fire Protection District meeting of April 8, 2014, Agenda Item 3.

14-313 AGENDA ITEM 14 – SOCIAL SERVICES

Agenda Subject: “Recommendation to authorize the Department of Social Services to accept a midyear work program funding [\$300,518] approved by the State Interim Finance Committee (IFC) in State General Fund authority to support Specialized Foster Home placements retroactively from July 1, 2013 through June 30, 2014. Approve amendments and direct Finance to make the necessary budget adjustments. (All Commission Districts.)”

Kevin Schiller, Assistant County Manager, said an interim pilot program was being conducted with the State to review Therapeutic Foster Care. He said this program was drafted in December and would augment what was already being expended in Therapeutic Foster Care. He stated there were currently 30 children being studied in the program for system recommendations.

Chairman Humke commented that the County was often the lead for the State and the other counties in these endeavors, especially in the foster care arena.

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 14 be authorized, approved, and directed.

14-314 AGENDA ITEM 21 – CLOSED SESSION

Agenda Subject: “Possible Closed Session for the purpose of discussing labor negotiations with Washoe County, Truckee Meadows Fire Protection District and/or Sierra Fire Protection District per NRS 288.220.”

2:07 p.m. On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried, it was ordered that the meeting recess

to a closed session for the purpose of discussing negotiations with Employee Organizations per NRS 288.220.

6:03 p.m. The Board reconvened with all members present.

PUBLIC HEARINGS

14-315 AGENDA ITEM 15 – DISTRICT ATTORNEY

Agenda Subject: “Second reading and adoption of an Ordinance amending Chapter 25 of the Washoe County Code (Business Licenses, Permits and Regulations) by amending the definition of transient lodging to apply to the rental of one or more units; and providing for other matters properly relating thereto. Bill No. 1707. (All Commission Districts.)”

The Chairman opened the public hearing by calling on anyone wishing to speak for or against adoption of said Ordinance. There being no response, the hearing was closed.

Nancy Parent, County Clerk, read the title for Ordinance No. 1526, Bill No. 1707.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried, Chairman Larkin ordered that Ordinance No. 1526, Bill No. 1707, entitled, "AN ORDINANCE AMENDING CHAPTER 25 OF THE WASHOE COUNTY CODE (BUSINESS LICENSES, PERMITS AND REGULATIONS) BY AMENDING THE DEFINITION OF TRANSIENT LODGING TO APPLY TO THE RENTAL OF ONE OR MORE UNITS; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO," be adopted, approved and published in accordance with NRS 244.100.

14-316 AGENDA ITEM 16 – COMMUNITY SERVICES

Agenda Subject: “Second reading and adoption of an Ordinance amending the Washoe County Code at Chapter 25 (Business Licenses, Permits and Regulations), Chapter 53 (Miscellaneous Crimes), and Chapter 110 (Development Code) to provide for limited exemption of certain acts from criminal prosecution and for the licensing and land use authorization required to operate medical marijuana establishments (including dispensaries, cultivation facilities, testing laboratories, and production facilities) which are registered and permitted by the State of Nevada under NRS Chapter 453A, and providing for matters properly related thereto. (Bill No. 1708). (All Commission Districts.)”

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

Nancy Parent, County Clerk, read the title for Ordinance No. 1527, Bill No. 1708.

Cathy Brandhorst stated her views on medical marijuana.

Commissioner Berkbigler thought the Board had proposed changing the hours of operation of the dispensaries from 8:00 a.m. to 10:00 p.m.; however, that time was not reflected in the ordinance. Bob Webb, Planning Manager, replied that the motion from the first reading was reviewed and the intent to change the hours was not included in the motion. However, such a change would not be a substantive change; therefore, the Board could make that change and the ordinance could still proceed.

Lieutenant Eric Spratley commented that the Washoe County Sheriff's Office (WCSO) supported the Legislation and the changes to the Code. However, they became extremely busy during the afternoons and felt that a closing time of 6:00 p.m. would be beneficial. He said the WCSO would appreciate keeping the hours as restrictive as possible since data showed the calls of service increased as the evening progressed. If the Board considered expanding the hours of operation, he suggested revisiting those at a later time in order to review the challenges and operations.

Commissioner Berkbigler understood, but was concerned that the facilities would not be open long enough for patients to receive their medication. She said that was a question considered early on in the discussion as to whether there would be a cost associated for additional deputies in order to keep the facilities open longer. Lieutenant Spratley replied that a specific cost could not be speculated, and he did not believe there would be challenges for the operation of the business since they would be pharmaceutical in nature with adequate security in place. However, he reiterated that many calls for service arrived in the evening and he requested the hours of operation be reviewed after some time had elapsed.

Commissioner Hartung asked if 8:00 am. to 8:00 p.m. would be a better schedule and then possibly readjust the hours, in either direction, after some time had elapsed. Lieutenant Spratley stated that would be better than 10:00 p.m. but he would leave that to the discretion of the Board.

Commissioner Jung asked if 6:00 a.m. to 8:00 p.m. could be an option. Lieutenant Spratley replied that he would submit to the Board's discretion and the data brought forward for consideration. Commissioner Jung suggested the data continue to be brought forward to the Board. She submitted that 6:00 a.m. to 8:00 p.m. was a compromise between the WCSO's data and the times known when patients accessed pharmacies.

Chairman Humke inquired if the additional vehicle traffic around the dispensaries was a concern to the WCSO, and also the threat of robbery since these may be cash-only operations. Lieutenant Spratley indicated that those concerns were present, but the current reports noted that banks were now being allowed to work with medical

marijuana establishments. Chairman Humke said there was a feeling by the Board that the ordinance could be revisited as needed.

Commissioner Jung assured the Board that once the Working Group hired legal representation, they would capture every point and concern.

Chairman Humke commented if there were any impacts on law enforcement with impaired drivers, those were real costs that could be measured; however, there were ways to defray those costs in the regulatory process.

There being no further comments, the Chairman closed the public hearing.

On motion by Commissioner Jung, seconded by Commissioner Berkgigler, which motion duly carried, Chairman Humke ordered that Ordinance No. 1527, Bill No. 1708, entitled, "**AN ORDINANCE AMENDING THE WASHOE COUNTY CODE AT CHAPTER 25 (BUSINESS LICENSES, PERMITS AND REGULATIONS), CHAPTER 53 (MISCELLANEOUS CRIMES), AND CHAPTER 110 (DEVELOPMENT CODE) TO PROVIDE FOR LIMITED EXEMPTION OF CERTAIN ACTS FROM CRIMINAL PROSECUTION AND FOR THE LICENSING AND LAND USE AUTHORIZATION REQUIRED TO OPERATE MEDICAL MARIJUANA ESTABLISHMENTS (INCLUDING DISPENSARIES, CULTIVATION FACILITIES, TESTING LABORATORIES, AND PRODUCTION FACILITIES) WHICH ARE REGISTERED AND PERMITTED BY THE STATE OF NEVADA UNDER NRS CHAPTER 453A, AND PROVIDING FOR MATTERS PROPERLY RELATED THERETO,**" be adopted, approved and published in accordance with NRS 244.100 with a finding that the Ordinance did not impose a direct and significant economic burden upon a business, nor did it directly restrict the formation, operation or expansion of a business. It was further ordered to change the operating hours of the dispensaries from 6:00 a.m. to 8:00 p.m.

14-317 AGENDA ITEM 17 – COMMUNITY SERVICES

Agenda Subject: “Public hearing to affirm the findings of the Planning Commission, and adopt Regulatory Zone Amendment Case Number RZA13-005, (Cold Springs) to amend the Regulatory Zone Map and zoning designation within the Cold Springs planning area. The amendment request will re-designate one parcel of ±5.00 acres from Public and Semi-Public Facilities (PSP) to Low Density Suburban (LDS) zoning. The subject parcel is within the unincorporated portion of the Truckee Meadows Service Area (TMSA), and is in Section 30, T21N, R18E, MDM, Washoe County, Nevada. The property is located in Washoe County Commission District 5 and the North Valleys Citizen Advisory Board boundaries. To reflect requested changes and to maintain currency of general planning area data, administrative changes are proposed and include a revised map with updated parcel base, and other matters properly relating thereto without prejudice to the final dispensation of the proposed amendments (APN: 081-131-31) (Commission District 5.)”

The Chairman opened the public hearing by calling on anyone wishing to speak for or against Regulatory Zone Amendment Case Number RZA13-005, (Cold Springs).

Sandra Monsalvè, Senior Planner, conducted a PowerPoint presentation, which was placed on file with the Clerk. The presentation included the vicinity map, the request, public comment from the affected Citizen Advisory Board (CAB), the action of the Planning Commission, site photos and the recommendation.

Commissioner Weber stated that she had heard from a constituent who was opposed to this Regulatory Zone Amendment and requested staff meet with that citizen to help relieve some of their concerns.

There being no further comments, the Chairman closed the public hearing.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried, it was ordered that the findings of the Planning Commission be affirmed and that Regulatory Zone Amendment Case Number RZA13-005 (Cold Springs) to amend the Regulatory Zone Map and zoning designation within the Cold Springs planning area be adopted.

14-318 AGENDA ITEM 18 – COMMUNITY SERVICES

Agenda Subject: “Public Hearing to affirm the findings of the Planning Commission and adopt Master Plan Amendment Case Number MPA14-001 (City of Reno SOI Rollback) – To amend the Master Plan maps within the North Valleys, Southwest Truckee Meadows and Verdi Area Plans being a part of the Washoe County Master Plan by changing the Master Plan designations of numerous properties from Special Planning Area (City of Reno Master Plan Designation) to a mix of Rural (R), Suburban Residential (SR) and Commercial (C) in order to accommodate the recent action by the City of Reno to rollback these properties from the City of Reno’s Sphere of Influence (SOI) into Washoe County’s planning jurisdiction. To reflect requested changes and to maintain currency of general area plan data, administrative changes to the North Valleys, Southwest Truckee Meadows and Verdi Area Plans are proposed. These administrative changes include a revised map series with updated parcel base, an updated parcel base, an updated Planned Land Use Table and applicable text, and other matters properly relating thereto without prejudice to the final dispensation of the proposed amendments. These properties are located at Grandview Terrace (North Valleys), Sunrise at Whites Creek (Southwest Truckee Meadows) and West Verdi and is within Sections 19, 29 & 30, T19N, R18E; Sections 9 & 16, T20N, R19E; and Section 29, T18N, R20E, MDM, Washoe County, Nevada. (APNs: 82-650-01, 02, 03, 04, 05, 06, 12, 14, 15, 16, 17, 18, 19, 20, 22, 23; 82-660-01, 02, 03, 05, 06, 07, 08, 09, 10, 11, 12, 13, 14, 15, 16, 19, 23, 26; 82-262-01, 02, 08, 09, 10, 11, 12, 13, 14, 15, 16, 19, 20, 21, 22, 23, 24, 82-263-02, 08, 09, 10, 15, 17, 22, 26, 39, 42, 43, 45, 46, 50, 51, 52, 54, 55, 56; 82-270- 26, 36, 37, 38; 570-241-01, 02, 03, 04, 05, 06; 570-242-01, 02, 03, 04, 05, 06, 07, 08, 09, 10, 11, 12, 13, 14;

570-243-01, 02, 03, 04, 05, 06, 07; 570-251-01, 02, 03, 04; 570-252-01, 02, 03, 04, 05, 06, 07, 08, 09; 570-253-01, 02, 03, 04; 570-261-01, 02, 03, 04, 05; 570-262-01, 02, 03, 04, 05, 06, 07, 08, 09, 10, 11; 570-263-01, 02, 03, 04, 05, 06, 07, 08, 09, 10, 11, 12, 13, 14, 15, 16, 17; 570-281-01; 49-772-13, 14, 15, 16; 142-031-05; 142-272-01; 142-271-01, 02, 03, 04, 07, 08; 142-273-02, 03, 04, 05, 06, 07, 10, 11; 142-281-04, 05, 08, 11, 12, 13, 14; 142-291-01, 02, 03, 04, 07, 08, 09, 10, 11, 12; 38-242-03, 13, 25, 26, 27, 29, 31, 33, 34, 35; 38-250-02, 03, 04, 07, 08, 09, 10; 38-260-20, 23, 25, 26; 38-810-02, 03, 04, 06, 08); and if approved, authorize the Chair to sign a Resolution to adopt the amendments to the North Valleys, Southwest Truckee Meadows and Verdi Area Plans after a determination of conformance with the Truckee Meadows Regional Plan by the Truckee Meadows Regional Planning Commission. (Commission Districts 2 and 5.)”

Bob Webb, Planning Manager, explained that the City of Reno (City) had taken action through the regional planning process to roll back their Sphere of Influence in several areas located in the North Valleys, the Southwest Truckee Meadows and the Verdi planning areas. Those areas included Grandview Terrace in the North Valleys, the Sunrise at Whites Creek Development in the Southwest and some properties located along Interstate 80 (I-80) corridor in Verdi. He said the County would conduct a Master Plan Land Use Change because the Washoe County Regulatory Zoning was still in effect and had never been changed by the City. This would help the property owners during the transitional period from the time the Regional Planning Governing Board (RPGB) took action to approve the Sphere of Influence roll back and allow the property owners a mechanism to the use their current zoning. He said this action would also solidify the transaction and allow the property owners a Master Plan category that corresponded with their existing Regulatory Zoning.

Commissioner Weber questioned a piece of property in Verdi that was shown on the map. Mr. Webb said that property was near the first Verdi exit off I-80, near Gold Ranch. Commissioner Weber asked if the roll back would return those affected areas back to rural. Mr. Webb explained that Grandview Terrace would now be all residential and returned back to the unincorporated County for land use and building purposes. In the Verdi area, he said most was residential, but there was a small portion that was rural and one parcel designated commercial. He explained how the property owners would come to the County to review the zoning if they wanted to build on their property. The only change was that those parcels would now be returned to the County for planning, zoning and building.

In response to the call for public comment, Cathy Brandhorst discussed issues of concern to herself.

On motion by Commissioner Hartung, seconded by Commissioner Berkbigler, which motion duly carried, it was ordered that Agenda Item 18 be approved, authorized, and executed. It was further ordered to authorize the Chairman to sign a Resolution to adopt the amendments to the North Valleys, Southeast Truckee Meadows

and Verdi Area Plans after a determination of conformance with the Truckee Meadows Regional Plan by the Truckee Meadows Regional Planning Commission.

14-319 AGENDA ITEMS 4 AND 20 – ANNOUNCEMENTS AND UPDATES

Agenda Subject: “Commissioners’/Manager’s Announcements, Requests for Information, Topics for Future Agendas, Statements Relating to Items Not on the Agenda and any ideas and suggestions for greater efficiency, cost effectiveness and innovation in County government. (No discussion among Commissioners will take place on this item.)” AND “Reports/updates from County Commission members concerning various boards/commissions they may be a member of or liaison to.”

Through grants, Commissioner Jung said staff had been successful in placing a sidewalk in front of the Lois Allen Elementary School. She said she recently toured the Detention Facility and discovered there was flawed construction in the tunnel and expansion completed in 1999. She requested staff review those contracts for any liability from the contractors and engineers in order to receive some mitigation.

Commissioner Weber announced that she had a Warm Springs Community Forum scheduled for April 9th.

Commissioner Berkbigler announced that this was "National Equal Pay Day" and was the symbolic day when pay that women received was equal to the pay that men received for the same job. However, women still earned only \$0.82 for every \$1 men made for the same job. She reported that a Judge recently sided with the Tahoe Regional Planning Agency (TRPA) against the Sierra Club concerning the Area Plan. Commissioner Berkbigler stated she was planning to meet with members of the School Board to discuss possible ways to support their efforts for capital improvement. She also met recently with representatives from Nevada Land LLC in regard to the baseball stadium and discussed certain issues.

Chairman Humke announced that he would attend the Organizational Effectiveness Committee (OEC) meeting.

John Slaughter, County Manager, read a letter that was addressed to Rhonda Walker an employee with the Social Service Department. He said Ms. Walker had been chosen as an "Outstanding Community Member" in recognition for the Alliance of Victims Rights.

14-320 AGENDA ITEM 23 – PUBLIC COMMENT

Agenda Subject: “Public Comment. Comment heard under this item will be limited to three minutes per person and may pertain to matters both on and off the Commission agenda. The Commission will also hear public comment during individual action items, with comment limited to three minutes per person. Comments are to be made to the Commission as a whole.”

In response to the call for public comment, Cathy Brandhorst discussed matters of concern to herself.

COMMUNICATIONS

The following communications and reports were received, duly noted, and ordered placed on file with the Clerk:

- 14-321** Map Illustrating Areas of Extra-Territorial Jurisdiction – The map illustrates jurisdictional boundaries and areas of extra-territorial jurisdiction (ETJ), serves to amend Appendix B of the Interlocal Agreement, dated January 28, 2003. This amendment removed ETJ from those areas of Reno’s Sphere of Influence modified by the Regional Planning Governing Board (RPGB) on December 12, 2013 through Resolution 13-06. (BCC meeting January 28, 2003, Item No. 03-109.)

- 14-322** Incline Village General Improvement District (IVGID) – Resolution Boundary Description.

- 14-323** Sun Valley General Improvement District (SVGID) – Resolution Annexing Properties.

- 14-324** Silver Knolls Mutual Water Company – Arsenic Compliance Project – Utility Environmental Protection Act Filing.

* * * * *

7:08 p.m. There being no further business to discuss, on motion by Commissioner Jung, seconded by Commissioner Weber, which motion duly carried, the meeting was adjourned.

DAVID E. HUMKE, Chairman
Washoe County Commission

ATTEST:

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

*Minutes Prepared by:
Stacy Gonzales, Deputy County Clerk*

**INTERLOCAL AGREEMENT
FOR FORENSIC SERVICES**

THIS AGREEMENT is made the _____ day of _____, 2014, by and between Nevada Department of Corrections, and Washoe County, a political subdivision of the State of Nevada on behalf of the Washoe County Medical Examiner and Coroner's Office (hereinafter "WCMECO").

WHEREAS the Interlocal Cooperation Act authorizes public agencies to enter into cooperative agreements allowing the joint exercise of any power, privilege or authority capable of exercise by one of them, see, NRS 277.080, et.seq.; and

WHEREAS Nevada Department of Corrections and WCMECO are public agencies with the meaning of the Interlocal Cooperation Act, and

WHEREAS Nevada Department of Corrections desires that WCMECO provide forensic autopsies, medical examinations and medicolegal consultations to Nevada Department of Corrections as needed to include: Carlin Conservation Camp; Humboldt Conservation Camp; Lovelock Correctional Center; North Nevada Restitution Center; Northern Nevada Correctional Center; Stewart Conservation Camp; Tonopah Conservation Camp; Warm Springs Correctional Center and Wells Conservation Camp; and

WHEREAS WCMECO is willing and able to provide such services for Nevada Department of Corrections;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. Services:

A medical examiner or forensic pathologist with WCMECO will perform forensic autopsies, medical examinations and medicolegal consultations deemed necessary by Nevada Department of Corrections in consultation with WCMECO.

Traumatic or suspicious death cases occurring in Nevada Department of Corrections which Nevada Department of Corrections determines require a forensic autopsy or medical examination may be referred to WCMECO. Nevada Department of Corrections shall notify WCMECO and provide necessary records as soon as possible after Nevada Department of Corrections determines that the referral is necessary and in any event before the body is transported to the WCMECO facility.

Autopsies and medical examinations shall be conducted by WCMECO in accordance with WCMECO policies.

14-298

WCMECO will complete a written report on all autopsy and medical examination cases conducted for Nevada Department of Corrections and will provide that report to Nevada Department of Corrections in a timely manner.

2. Storage and Release of Bodies:

Bodies sent to WCMECO for examination shall be returned to Nevada Department of Corrections through the funeral home that brought them, or if otherwise requested pursuant to the desire of next-of-kin or responsible entity, may be released to a local funeral home.

3. Compensation:

Nevada Department of Corrections shall pay WCMECO for services rendered pursuant to this Agreement at rates to be set periodically by formal resolution approved and authorized by the Washoe County Board of County Commissioners. WCMECO shall issue an invoice for services rendered. The established rates shall include x-ray examinations deemed necessary by WCMECO in consultation with Nevada Department of Corrections, but do not include microscopic slide preparation, anthropologic examinations, dental examinations, toxicology studies, other laboratory tests (metabolic studies, fluid chemistry studies, bacterial and viral cultures), subspecialty pathology examinations, or transportation of decedents.

4. Term:

This Agreement will commence on the _____ day of _____, 2014, and become effective once approved by appropriate official action of the governing body of each party. This Agreement shall remain in force for a period of up to five years from its effective date, unless terminated sooner pursuant to Section 6 (below) under the discretion of the parties. The Agreement may be renewed by addendum at the discretion of the parties and upon approval of the Washoe County Board of County Commissioners.

5. Amendment and Assignment:

This Agreement may be amended at any time there is a need, provided both parties agree to the amendment(s) in writing. Any amendment is subject to approval by the governing bodies of the parties as a condition precedent to its entry into force. Pursuant to NRS 332.095, neither party may assign this Agreement without the express written consent of the other party.

6. Termination:

This Agreement may be terminated at any time by either party upon 30 (thirty) days written notice, without cause or penalty. In addition, in the event that the governing body appropriating funds for WCMECO fails to obligate the funds necessary to fund the office beyond the then-current fiscal period, this Agreement shall be terminated without penalty, charge or sanction.

7. Records and Confidentiality:

- a. Records Distribution – When completed, examination documents generated by WCMECO (face sheet, death narrative, postmortem examination report, and laboratory and toxicology studies) shall be delivered to Nevada Department of Corrections along with the invoices for services and testing. Any requests for copies of such documents that may be made to WCMECO will be referred to Nevada Department of Corrections as the custodian of those records.
- b. Confidentiality – Except as set forth in this Agreement and pursuant to Nevada law, WCMECO will not release any information on cases done for Nevada Department of Corrections.

8. Reciprocal Indemnification:

Nevada Department of Corrections agrees to indemnify, defend and hold harmless Washoe County and WCMECO, 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 Nevada Department of Corrections in connection with the services provided to Nevada Department of Corrections by WCMECO pursuant to this Agreement.

Washoe County and WCMECO agree to indemnify, defend and hold harmless Nevada Department of Corrections, 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 County in connection with the services provided by WCMECO to Nevada Department of Corrections 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.

9. Interpretation:

The laws of the State of Nevada shall apply in interpreting this Agreement, and venue for any dispute arising from the interpretation of the Agreement shall be the Second Judicial District Court of the State of Nevada in and for the County of Washoe.

10. Incorporation:

This Agreement and the Attachments hereto constitute the complete and final Agreement of the parties with regard to the subject matter herein, and supersedes all prior agreements, both written and oral, and all other written and oral communications between the parties.

11. Liaison:

The parties designate the following persons to serve as contacts for purposes of this Agreement:

Ellen G.I. Clark, M.D.
Office of Washoe County
Medical Examiner and Coroner
P.O. Box 11130
Reno, NV 89520

IN WITNESS HEREOF, the representatives of the parties have set their hand:

Nevada Department of Corrections

COUNTY OF WASHOE

By: _____
Scott Sisco, Deputy Director
Support Services
Nevada Department of Corrections

By: _____
David Humke
David Humke, Chairman
Washoe County Commission

DATED: _____

DATED: April 8, 2014

ATTEST:

ATTEST:

By: _____
County Clerk

By: _____
Jancy L. Parente
County Clerk
Washoe County



*Summary - a Resolution calling a hearing on the amendment of the boundaries of District No. 24 (Groundwater Remediation).

RESOLUTION NO.

(of Washoe County, Nevada)

A RESOLUTION CALLING A HEARING ON THE AMENDMENT OF THE BOUNDARIES OF DISTRICT NO. 24 (GROUNDWATER REMEDIATION/CENTRAL TRUCKEE MEADOWS REMEDIATION DISTRICT) IN WASHOE COUNTY, NEVADA; PROVIDING FOR A NOTICE OF HEARING, AND PROVIDING OTHER MATTERS PROPERLY RELATED THERETO.

1. **WHEREAS**, the Board of County Commissioners (the “Board”) of the County of Washoe (the “County”) in the State of Nevada has created a district for the remediation of the quality of water (the “District” or “District No. 24”) pursuant to NRS §540A.250 through §540A.285; and

2. **WHEREAS**, subsection 3 of NRS §540A.250 provides that:

“The District created pursuant to this section must include, without limitation:

a. the area where the condition which requires remediation is determined by the Board to be present, or for which remediation is determined by the Board to be necessary, including any area to which the condition is expected to migrate unless remediation is carried out; and

b. if the Board determines that the condition which requires remediation affects the quantity or quality of drinking water within the region, the wholesale and retail service area of any provider of water that has used or uses for any portion of its supply wells located in the area described in paragraph (a)”; and

3. **WHEREAS**, pursuant to NRS § 540A.250, the Board has had prepared for it a plan for remediation designated the “Central Truckee Meadows Remediation District Final Work Plan February 22, 1996” as updated by the “Central Truckee Meadows Remediation District Remediation Management Plan” dated October 28, 2002 (as updated, the “Plan for Remediation”); and

14-360

4. **WHEREAS**, the Plan for Remediation has been submitted to the Division of Environmental Protection of the State of Nevada (the “Division”) and approved by the Division pursuant to Subsection 1 of NRS §540A.260; and

5. **WHEREAS**, the Plan for Remediation indicates that, and based upon such plan the Board has determined that, the condition which requires remediation affects the quality of drinking water within the region; and

6. **WHEREAS**, the boundaries of the District therefore are to include the Wholesale and Retail Water Service Area of the Truckee Meadows Water Authority (“TMWA”), which is a provider of water service that has used and uses for a portion of its water supply, wells located in the area in which the condition that requires remediation is present; and

7. **WHEREAS**, the boundaries of the District were originally filed in the office of the County Clerk on September 16, 1997, and as so filed, were made the boundaries of the District (the “Original Boundaries”) by Ordinance No. 1000, duly adopted by the Board on November 12, 1997; and

8. **WHEREAS**, Washoe County’s Community Services Department (“CSD”) is a provider of water service that uses for a portion of its water supply a well or wells located in the area where the condition of PCE exists in the groundwater and where remediation is required as hereby determined by the Board; and

9. **WHEREAS**, the Original Boundaries have been amended; and

10. **WHEREAS**, the Board has determined and hereby determines to propose to further amend the boundaries of the District with respect to the fee collected in 2013 to exclude from the 2013 Boundaries of the District as amended through December 31, 2012 (the “2013 Fee Year Boundaries”), certain additional properties that did not receive water service involving water provided on a wholesale or retail basis by TMWA or that did not use a water supply provided by that portion of the CSD water system with a well or wells in the area where the condition of PCE exists in the groundwater and where remediation was required during 2012; and

11. **WHEREAS**, the Board has determined and hereby determines to propose to amend the 2013 Fee Year Boundaries of the District with respect to the fee collected in 2013, to add to and include such new properties added to the Wholesale and Retail Water Service Area of TMWA and to add to and include new properties added to that portion of the Water Service Area

of CSD with a well or wells in the area where the condition of PCE exists in the groundwater and where remediation was required in 2013; and

12. **WHEREAS**, the Board has determined and hereby determines to propose to amend the 2013 Fee Year Boundaries of the District with respect to the fee to be collected in 2014 to exclude from the 2013 Fee Year Boundaries of the District certain properties, which did not receive water service involving water provided on a wholesale or retail basis by TMWA or involving water provided by CSD within its Water Service Area with a well or wells in the area where the condition of PCE exists in the groundwater and where remediation was required during calendar year 2013; and

13. **WHEREAS**, each of the following will be filed with the County Clerk (the “Clerk”) prior to the publication of a notice of hearing as hereinafter described:

(i) a list of the properties proposed to be excluded from the 2014 Fee Year Boundaries of the District with respect to the fees collected in 2013 as described in the 10th preamble hereto entitled “Second List of Properties to be excluded from 2014 Fee Year Boundaries of District No. 24” (the “Second 2013 Exclusion List”),

(ii) a description of the areas proposed to be added to the 2014 Fee Year Boundaries of the District as described in the 11th preamble hereto, entitled “2014 Description of Areas to be Added to District No. 24” (the “2014 Addition List”), and

(iii) a list of the properties proposed to be excluded with respect to the fee to be imposed in 2014 as described in the 12th preamble hereto, entitled “First List of Properties to Be Excluded from the 2014 Fee Year Boundaries of District No. 24” (the “First 2014 Exclusion List”); and

14. **WHEREAS**, pursuant to NRS §540A.262, the Board is required to hold a hearing before amending the boundaries of the District; and

15. **WHEREAS**, the Board desires to authorize publication of a notice of the hearing in accordance with NRS §540A.262.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF WASHOE, IN THE STATE OF NEVADA:

Section 1. A hearing is hereby called on the proposed amendment to the boundaries of the District. The hearing shall be held not less than 15 days after the notice of hearing described herein is published. The Manager is authorized to schedule the hearing and request

that the Clerk publish the Notice described below after materials described in preamble 12 (the "Amendments") are filed in the office of the Clerk.

Section 2. Upon receipt of request from the Manager as provided in Section 1, the Clerk is hereby authorized and directed to publish a notice of hearing not less than 15 days prior to the hearing in a display advertisement which is at least 3" x 5" in size in a newspaper of general circulation in the County. The notice shall state that the description of the boundaries and the amendment to those boundaries is on file at the office of the Clerk for public examination. The notice shall be in substantially the following form:

**NOTICE OF PUBLIC HEARING
WASHOE COUNTY, NEVADA
DISTRICT NUMBER 24
(GROUNDWATER REMEDIATION)**

NOTICE is hereby given that the Board of County Commissioners of Washoe County, Nevada will hold a public hearing on May 13, 2014 at the hour of 6:00 p.m. at the Commission Chambers, Washoe County Administrative Complex, 1001 East Ninth Street, Reno, Nevada on a proposed amendment to the boundaries of Washoe County Nevada District No. 24 (Groundwater Remediation), which is a district for remediation of groundwater (the "District").

At the hearing all persons who desire to appear may appear and be heard concerning a proposed amendment to the boundaries of the District, and after the hearing the Board shall make such adjustments to the proposed boundary amendment as appear to be necessary, but the boundaries may not be expanded to include any property not included either in the proposed amendment as filed in the office of the County Clerk on April 8, 2014, or the 2013 Boundaries of the District specified in Ordinance No. 1462, adopted and approved on June 11, 2013 (the "Ordinance").

It is proposed that the boundaries of the District would be amended as follows:

1. The boundaries of the District with respect to the fee collected in 2013 shall be as they already exist as further amended by exclusion of the properties listed in the list entitled "Second List of Properties to be Excluded from the 2013 Boundaries of District No. 24" (the "Second 2013 Exclusion List"), now on file with the County Clerk, and

2. The boundaries of the District with respect to the fee to be collected in 2014 shall be the 2013 Boundaries of the District as established by the Ordinance adopted by the Board of County Commissioners on June 11, 2013, amended as follows:

(a) amended by the addition to the 2013 Boundaries of the District of the areas described in the "2014 Description of Areas to be added to District No. 24" (the "2014 Addition List"), now on file in the office of the County Clerk, and,

(b) amended by excluding those properties (whether included in the 2013 Boundary, or in the additions described in clause (a)) listed in the "First List of Properties to be Excluded from the 2014 Boundaries of District No. 24" (the "First 2014 Exclusion List"), now on file in the office of the County Clerk.

The proposed 2014 Fee Year Boundaries of the District, the Second 2013 Exclusion List, the 2014 Addition List, and the First 2014 Exclusion List, are on file in the office of the County Clerk for public examination.

The boundaries of the District are those specified by Subsection 3 of NRS §540A.250, which consist of the area where the condition which requires remediation is determined by the Board to be present or for which remediation is determined by the Board to be necessary, including any area to which the condition is expected to migrate unless remediation is carried out, and the wholesale and retail water service area of any provider of water that has used or uses for any portion of its supply wells located in the area where the condition which requires remediation is determined to be present. The District Boundary generally consists of the TMWA Wholesale and Retail Water Service Area and a portion of the CSD Service Area. This general description is, however, for the convenience of the readers of this notice only. A specific description of the boundaries of the District and the proposed amendments thereto are on file in the office of the County Clerk and reference is made to those descriptions to determine whether or not a property is or is not included or proposed to be included within the boundaries of the District.

Reference is made to the Plan for Remediation, the boundaries of the District and the proposed amendments to those boundaries on file in the office of the County Clerk for further information concerning the District and its boundaries. All owners of property within the boundaries of the District and all other persons interested are encouraged to appear at the hearing and present their views. Written testimony and comments may be filed at or before the hearing with the County Clerk.

IN WITNESS WHEREOF, the Board of County Commissioners have caused this notice to be published not less than 15 days prior to the hearing referred to above.

Dated this April 8, 2014.

BOARD OF COUNTY COMMISSIONERS OF
WASHOE COUNTY, NEVADA

(SEAL)

By David Humke
Chairman

ATTEST:

/s/ Nancy Parent
County Clerk

Section 3. The Officers of the County are directed to effectuate the provisions of this resolution.

Section 4. All resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent of such inconsistency.

Section 5. The invalidity of any provisions of this resolution shall not affect any remaining provisions hereof.

Section 6. This resolution may be amended in any manner, at any time by the Board. This resolution does not obligate the Board to proceed with the District or issue bonds.

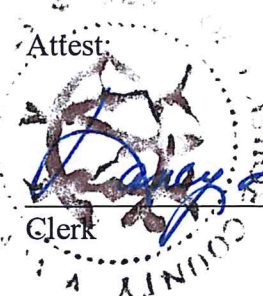

Section 7. The Board has determined, and does hereby declare, that this resolution shall be in effect after its passage in accordance with law.

PASSED, ADOPTED AND APPROVED this April 8, 2014.



Chairman
Board of County Commissioners
Washoe County

(SEAL)

Attest:

Clerk


STATE OF NEVADA)
 : ss.
COUNTY OF WASHOE)

I, Nancy Parent, am the qualified and elected Clerk of Washoe County (the "County"), and in the performance of my duties as Clerk do hereby certify:

1. The foregoing pages are a true, correct and compared copy of a resolution adopted by Board of County Commissioners (the "Board") of the County at a meeting held on April 8, 2014. The original of the resolution has been approved and authenticated by the signatures of the Chairman of the Board and myself as County Clerk and sealed with the seal of the County, and has been recorded in the minute book of the Board kept for that purpose in my office.

2. Said proceedings were duly had and taken as therein shown. The following Commissioners were present at said meeting and voted on the resolution as follows:

Those Voting Aye:

David Humke
Vaugh Hartung
Bonnie Weber
Kitty Jung

Nays:

none

Absent:

Marsha Berkbigler


3. All members of the Board were given due and proper notice of such meeting.
4. Public notice of such meeting was given and such meeting was held and conducted in full compliance with the provisions of NRS §540A.262 and NRS §241.020. A copy of the notice of meeting and excerpts from the agenda for the meeting relating to the resolution, as posted by 9:00 a.m. at least 3 working days in advance of the meeting at:

- (i) Washoe County Administration Complex
1001 East Ninth Street
Reno, Nevada
- (ii) Washoe County Courthouse
Virginia and Court Streets
Reno, Nevada
- (iii) Washoe County Library
301 South Center Street
Reno, Nevada
- (iv) Justice Court
1675 E. Prater Way #107
Sparks, Nevada

is attached as Exhibit "A".

5. No later than 9:00 a.m. at least 3 working days before such meeting, such notice was mailed to each member of the Board and to each person, if any, who has requested notice of meetings of the Board in the same manner in which notice is required to be mailed to a member of the Board.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County this April 8, 2014.



County Manager

(SEAL)

EXHIBIT "A"

(Attach Notice of Meeting and Agenda)

EXHIBIT "B"

(Attach Affidavit of Publication of Notice)

**AGREEMENT TO EXTEND
INTERLOCAL AGREEMENT FOR DIVISION OF WATER SERVICE AREAS**

This Agreement to Extend the Interlocal Agreement for Division of Water Service Areas (“Extension Agreement”), effective this _____ day of _____, 2014, is by and between the County of Washoe, a political subdivision of the State of Nevada (“County”) and the South Truckee Meadows Water General Improvement District, a governmental subdivision of the State of Nevada and a quasi-municipal corporation organized under Chapter 318, Nevada Revised Statutes (“STMGID”). County and STMGID are referred to collectively as the “Parties”.

RECITALS

- A. On May 26, 2009, County and STMGID entered into the Interlocal Agreement For Division of Water Service Areas (“Interlocal Agreement”), a copy of which is attached hereto as Exhibit A; and
- B. The Interlocal agreement expires pursuant to its terms on May 26, 2014; and
- C. On December 11, 2013, the STMGID and the Truckee Meadows Water Authority (“TMWA”) entered into that certain Interlocal Agreement Governing the Merger of the South Truckee Meadows General Improvement District into the Truckee Meadows Water Authority, pursuant to NRS 318.490; and
- D. The Parties agree that extension of the Interlocal Agreement is necessary to allow County to continue to provide STMGID with contact services for STMGID's water service areas until the merger of the STMGID into the TMWA is completed; and
- E. The Parties hereby ratify and approve all actions, matters and things previously performed and provided for and by each other, their officers, employees and agents that are not inconsistent with the provisions of the Interlocal Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

1. **Capitalized Terms.** Capitalized terms not otherwise defined in this Extension Agreement shall have the meanings ascribed to them in the Interlocal Agreement dated May 26, 2009.
2. **Conflicting Terms.** To the extent the provisions of this Extension Agreement conflict with any of the terms and conditions of the Interlocal Agreement, the provisions of this Amendment shall control. The Parties acknowledge and agree that, except as specifically modified hereby, each of the terms and conditions of the Interlocal Agreement shall

14-302

remain in full force and effect and are enforceable in accordance with their respective terms.

3. Term of Extension. The Interlocal Agreement shall be extended for either an additional term of twelve months, commencing May 27, 2014 to May 26, 2015, or shall be extended until the merger of the STMGID into the TMWA is completed, whichever event occurs first. In the event the merger of the STMGID into the TMWA does not occur, STMGID and the County shall meet at least sixty (60) days in advance of the May 26, 2015 termination date to consider the then existing circumstances and possibly to renegotiate the terms and conditions of a future division of water service areas interlocal agreement.

IN WITNESS WHEREOF, the Parties have executed this Extension Agreement on the day and year first written above.

Attest:

Henry L. Parent
County Clerk

COUNTY OF WASHOE

David E. Humke 4-8-14
DAVID E. HUMKE, Chairman Date
Board of County Commissioners

Attest:

SOUTH TRUCKEE MEADOWS GENERAL
IMPROVEMENT DISTRICT

J. Sue Sanders 3/11/14
Secretary

Steve Cohen 3/6/14
STEVE COHEN, Chairman Date
Board of Trustees

Exhibit A

INTERLOCAL AGREEMENT
FOR DIVISION OF WATER SERVICE AREAS

1) PARTIES

This Interlocal Agreement ("Agreement") is entered into between Washoe County, a political subdivision of the State of Nevada, (the "County"), and South Truckee Meadows General Improvement District, a governmental subdivision of the State of Nevada and a quasi-municipal corporation organized under Chapter 318, Nevada Revised Statutes ("STMGID"), collectively (the "Parties"), or individually ("Party"). In consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

2) RECITALS

2.1 The Parties are public agencies as defined in NRS 277.100(1)(a).

2.2 NRS 277.180(1) provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the contracting agencies is authorized by law to perform.

2.3 The Parties, as public agencies, each own and operate public water facilities providing water service to certain unincorporated, and/or incorporated, areas located within Washoe County, Nevada.

2.4 STMGID desires to exclude and de-annex certain geographical areas from its present service territory.

2.5 The County desires to include and annex into its present service territory all of the geographic areas to be excluded and de-annexed by STMGID.

2.6 STMGID desires to limit its service territory to the geographical boundaries as provided in this Agreement, without any further inclusion or annexation of new territory outside such geographical boundaries.

2.7 The County desires to expand its service territory and provide water service, to the extent practicable, in the service area which, prior to the Effective Date of this Agreement, would have been included and annexed into STMGID's service territory.

2.8 Each Party desires to provide for the perpetual wheeling of water through its respective water facilities for the benefit of the other Party, and, where appropriate for the mutual benefit of the Parties, to further and accomplish the goals set forth above. The terms "wheeling" or "wheel" as used herein shall mean the use by one Party of the other Party's facilities to transport, store or exchange water, or any combination thereof, to service connections not served by the other Party. The Parties do not intend to serve the water that is being wheeled through the other Party's system to the customers of the other Party.

3) RIGHTS AND DUTIES

3.1 STMGID

3.1.1 STMGID's service territory and geographical boundaries, as of the Effective Date of this Agreement (as defined in Section 4.6 below), shall remain unchanged until amended or modified as required by law, including but not limited to the provisions of NRS 318.257, to partially or fully conform to the boundaries set forth in Exhibit 1. STMGID shall take any further action required and execute any additional documents necessary to redefine and limit STMGID's service territory, to the extent possible, to conform to the boundaries set forth in Exhibit 1.

3.1.2 STMGID shall take any further action required and execute any additional documents necessary to redefine and limit its service territory as set forth in Exhibit 1, and accomplish all goals set forth in the above Recitals. For any property that is approved by STMGID, and petitions for and accepts exclusion and deannexation, all associated connection fees or dedicated infrastructure will be transferred to the County for service to such property.

3.1.3 To the extent that STMGID owns water rights not required to maintain and provide customer service, and meet all State of Nevada requirements, as set forth in Section 3.2.1 below ("excess water rights"), STMGID shall have the right to exchange, lease, or sell such excess water rights as may be determined by STMGID's Board of Trustees and approved by the State Engineer.

3.1.4 STMGID shall allow the County to "wheel" water through any STMGID facilities, without the intent to serve STMGID customers, to the extent that STMGID has capacity that is not used by STMGID customers.

3.1.5 To the extent that capacity for wheeling required by the County does not exist in STMGID's facilities, STMGID will fully cooperate with the County to construct required new facilities and share the cost on a pro-rata basis according to use.

3.1.6 STMGID shall be compensated by the County for the wheeling of water by the County as follows:

- (1) a one-time facility connection charge based on the STMGID connection fees in effect at the time of service; and,
- (2) a monthly fee based upon the number of customers the County serves via wheeling, multiplied by the average monthly STMGID cost per customer for operation and maintenance of the storage and transmission, plus depreciation or replacement and repair cost. Cost shall be determined on a biannual basis.

3.1.7 If the County elects to build new water facilities for which the County has paid STMGID the one-time water facility connection charges set forth in paragraph 3.1.6, then STMGID shall refund the connection fees plus interest to the County.

3.1.8 If the County elects to build new water facilities for which the County has paid STMGID connection fees, the County shall provide STMGID with a six-month written notice of the County's intent.

3.2 The County

3.2.1 A list of water rights dedicated to the County by developers and property owners, pursuant to Article 422 of the Washoe County Development Code, to support water service for projects within the STMGID's service territory prior to the Effective Date of this Agreement is attached hereto as Exhibit 2. To the extent that such water rights are committed to support service to property which will remain within STMGID's service territory, as set forth in Exhibit 1 subject to the exclusion requirements of NRS 318.257, the County acknowledges that it deems such water rights to be held "in trust" for the sole beneficial use of STMGID to serve its water customers. Water rights dedicated to support water service for property that is excluded from STMGID will remain committed to support water service to such property. In addition, all associated connection fees and dedicated infrastructure will be transferred to the County for service to such property.

3.2.2 To the extent that STMGID owns water rights not required to maintain and provide customer service, and meet all State of Nevada requirements, as set forth in Section 3.2.1 above, the County acknowledges that STMGID shall have the right to exchange, lease, or sell such excess water rights as may be determined by STMGID's Board of Trustees and approved by the State Engineer.

3.2.3 The County shall cooperate and assist STMGID to take any further action required and shall execute any additional documents necessary to redefine and limit STMGID's service territory as set forth in Exhibit 1, subject to the requirements of NRS 318.257, and accomplish all goals set forth in the above Recitals.

3.2.4 The County shall allow STMGID to wheel water through any County facilities, without the intent to serve County customers, to the extent that the County has capacity that is not used by County customers.

3.2.5 To the extent that capacity for wheeling required by STMGID does not exist in the County's facilities, the County will fully cooperate with STMGID to construct required new facilities and share the cost on a pro-rata basis according to use.

3.2.6 The County shall be compensated by STMGID for the wheeling of water by STMGID as follows:

- (1) a one-time facility connection charge based on the County connection fees in effect at the time of service. ; and,
- (2) a monthly cost based upon the number of customers the County serves via wheeling,

multiplied by the average monthly cost per customer for operation and maintenance of the storage and transmission plus depreciation or replacement and repair cost. Cost shall be determined on a biannual basis.

3.2.7 If STMGID elects to build new water facilities for which STMGID has paid the County the one-time water facility connection charges set forth in paragraph 3.2.6, then the County shall refund the connection fees plus interest to STMGID.

3.2.8 If STMGID elects to build new water facilities for which STMGID has paid the County connection fees, STMGID shall provide the County with a six-month written notice of STMGID's intent.

3.3 Exchange and Emergency Water Supply

3.3.1 The term "emergency situation" as used herein shall mean loss of primary water supply or source caused by breakdown of machinery or equipment, power outages, industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, droughts, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of government and peoples, court orders, civil disturbances, explosions, and any other causes, whether of the kind herein enumerated or otherwise, not within the reasonable control of the Party claiming the emergency and which by the exercise of due diligence such Party is unable to prevent or overcome. The terms "exchange" or "exchanged water" as used herein shall mean water that is supplied by one Party to the other Party in other than an emergency situation.

3.3.2 In the event of an emergency situation, and if sufficient water supplies and distribution capacity exist in the other Party's system, the Party experiencing the emergency shall have the right to take delivery of emergency water at the points of connection between the Parties' water distribution systems.

3.3.3 The term "Receiver" as used herein shall mean the Party that requires delivery of emergency or exchanged water supplies.

3.3.4 The term "Supplier" as employed herein shall mean the Party that has available water supplies and distribution capacity to deliver water to the Party requiring the water.

3.3.5 At each point of interconnection ("Intertie"), metering facilities will be installed at the expense of the Receiving Party desiring water supplies under this Agreement. Each Party shall be responsible for paying for all facility improvements necessary to provide the water service requested hereunder. The expenses for new facilities, including metering, shall be pro-rated as appropriate. All facilities installed hereunder shall remain the property of the Party paying for the same on a proportionate basis.

3.3.6 Each Party will at all times be solely responsible for maintenance of its retail distribution system including, but not limited to, storage, fire flows, peak flows, minimum pressure requirements, leak repairs, and maintenance of

water quality supplied hereunder within the respective water systems.

3.3.7 The Supplier reserves the right to exercise flow control measures into the Receiver's system at any time in order to protect the integrity of the Supplier's system, and the cost for installing any control facilities to regulate or limit flows into the Receiver's system shall be the Supplier's responsibility.

3.3.8 The water service to be provided hereunder shall not drive the need for either Party to expand system capacity (e.g., water treatment facilities, water distribution facilities or new wells) to implement the terms contemplated by this Section 3.3.

3.3.9 Each Party shall exercise reasonable care and diligence to protect the integrity of its respective water system so that water service to either Party's customers is not jeopardized in any manner.

3.3.10 In the event additional delivery points and metering facilities are required in the future, after written notification and request by either Party for additional delivery points and metering facilities, the same shall be subject to negotiation by the Parties and shall be considered an amendment to this Agreement.

3.3.11 On a calendar year basis, water used by each Party will be totaled. If the total amount of water used by one Party exceeds the amount of water used by the other Party, the Party owing water will, on or before June 30 of the succeeding year at the discretion of the Supplier, will either:

- (1) deliver an amount of water equal to the amount of water over and above that used by the other Party through Intertie(s) specified by the Supplier; or
- (2) pay the other Party an amount equal to the other Party's Large Volume Resale rate in effect at the time of payment multiplied by the amount of water over and above that used by the other Party.

3.3.12 After written notification, alternative methods and timing of repayment of owed water are subject to negotiation and agreement by the Parties.

3.3.13 Each Party shall make its best efforts to deliver water to meet situations that may exist, subject to such Party's ability to adequately protect the integrity of service to its own water customers.

3.3.14 At the onset of an emergency situation, the Receiver must notify the Supplier of the emergency situation that requires (or may require) the Supplier to deliver water in excess of any firm quantities of water otherwise delivered to the Receiver. Notification will be made forthwith, verbally or by telephone, upon becoming aware of the emergency. This notification shall specify the nature of the emergency and the time it began, the estimated quantity of water to be delivered under this Section 3.3, and the estimated period of time the emergency is expected to last. Upon resolution of the emergency

situation, the Receiver shall similarly notify the Supplier verbally or by telephone.

3.3.15 Each Party reserves the right, upon notification, as set forth below, to reduce, curtail or suspend deliveries under the terms of this Section 3.3 should conditions arise that impede or prevent the ability to treat and deliver water supplies. It shall be the Supplier's sole judgment whether such curtailment or interruption is necessary, and the Supplier shall not be liable for damages on account of any curtailment or interruptions of delivery. Whenever curtailment or interruption of water delivered hereunder is required in the Supplier's sole judgment, the Supplier shall verbally or by telephone provide notice to the Receiver forthwith. Such notification by the Supplier shall specify the nature of the condition, the anticipated impact on water deliveries to the Receiver, and the estimate of the duration of the curtailment. The Supplier will resume deliveries of water under the terms of this Section 3.3 as quickly as possible and shall notify the Receiver verbally or by telephone of the time at which restoration of service is to be made.

4) MISCELLANEOUS PROVISIONS

4.1 This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns.

4.2 This Agreement is made in, and shall be governed, enforced and construed under the laws of the State of Nevada.

4.3 This Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof, and supersedes and replaces all prior understandings and agreements, whether verbal or in writing, with respect to the subject matter hereof.

4.4 This Agreement may not be modified, terminated, or amended in any respect, except pursuant to an instrument in writing duly executed by the Parties.

4.5 No delay or omission by either party in exercising any right or power hereunder shall impair any such right or power or be construed to be a waiver thereof, unless this Agreement specifies a time limit for the exercise of such right or power or unless such waiver is set forth in a written instrument duly executed by the person granting such waiver. A waiver of any person of any of the covenants, conditions, or agreements hereof to be performed by any other party shall not be construed as a waiver of any succeeding breach of the same or any other covenants, agreement, restrictions or conditions hereof.

4.6 This Agreement may be terminated at any time by mutual consent of both parties in writing upon one hundred twenty (120) days written notice to the other party. If this Agreement is terminated by the County or STMGID the Parties shall furnish the services necessary to continue normal operations for a period of sixty (60) days after the termination date.

4.7 This Agreement is effective upon the date the last signing party signs this Agreement ("Effective Date"), and shall

terminate on May 26, 2014 subject to modification and/or extension by written agreement of the Parties in the form of an Amendment to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

SOUTH TRUCKEE MEADOWS
GENERAL IMPROVEMENT DISTRICT

WASHOE COUNTY, NEVADA

David [unclear] 5/12/09
Chairman
Board of Trustees

David [unclear]
Chairman
Board of County Commissioners

ATTEST:

Amy L. Harvey Chief Deputy
AMY HARVEY, County Clerk

Date: 5/12/09

ATTEST:

Amy Harvey
AMY HARVEY, County Clerk

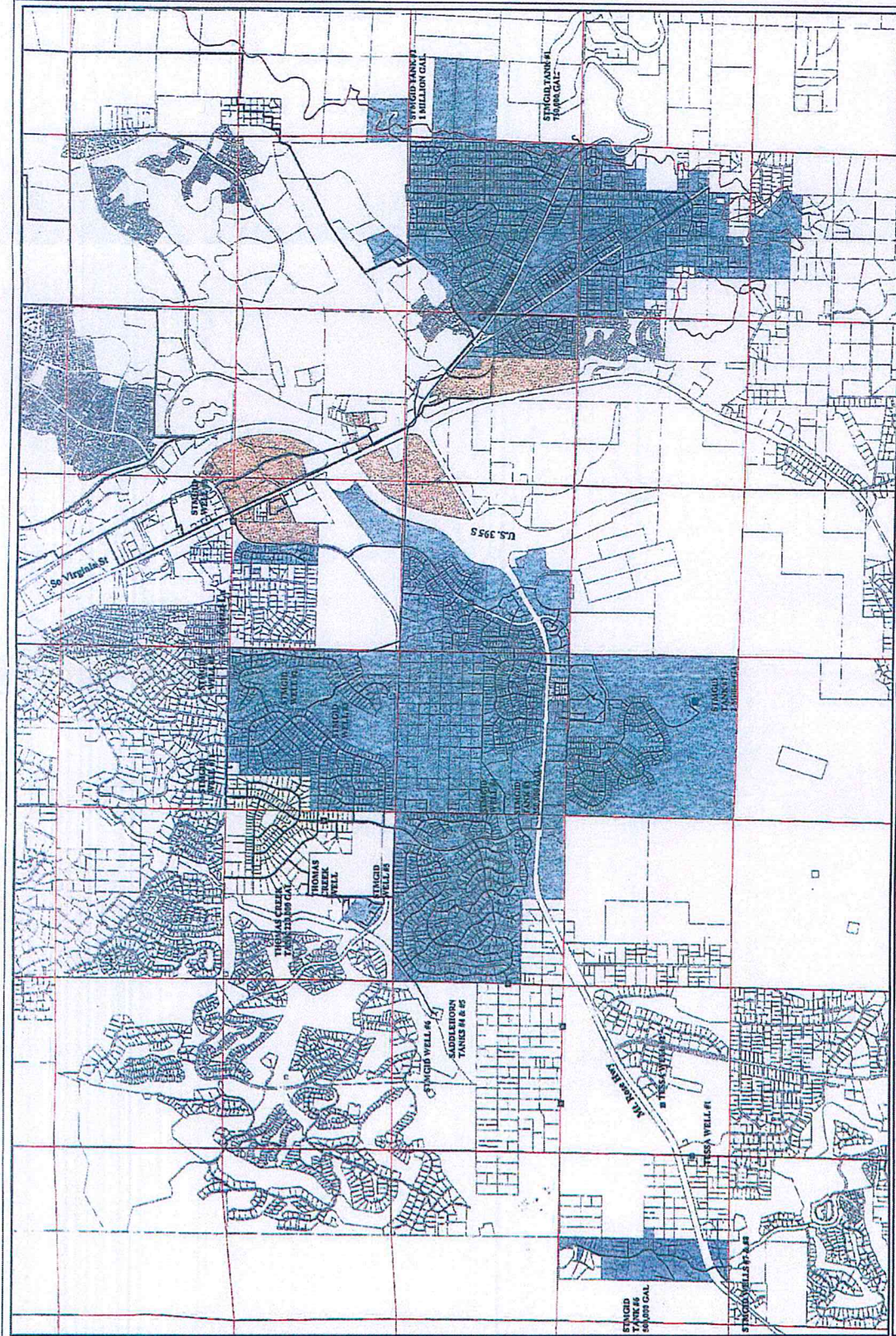
Date: 5/26/09

ACKNOWLEDGED:
SOUTH TRUCKEE MEADOWS
GENERAL IMPROVEMENT DISTRICT

[Signature]
Chairman
Local Managing Board

Exhibit 1
[STMGID'S service territory and geographical boundaries]

Exhibit 2
[Water rights dedicated to the county by developers and property owners to support water service for projects within the STMGID'S service territory prior to the effective date of this agreement]



Department of Water Resources

 State of Nevada, Washoe County

 Nevada

EXHIBIT 1

South Truckee Meadows

GENERAL IMPROVEMENT DISTRICT

Legend

 STANGIO SERVICE AREA

 THOMAS CHECK SERVICE AREA

 SADDLEBORN TANKS #4 & #5 SERVICE AREA

 STANGIO TANK #1 1 MILLION GAL

 STANGIO TANK #2 1 MILLION GAL

 STANGIO TANK #3 500,000 GAL

 THOMAS CHECK TANK 100,000 GAL

 SADDLEBORN TANKS #4 & #5

 WATER MAIN

 480 FT. CONTOUR

 SECTION LINE

 TRAP/VALVE

 WELLS

 TANK

 FEV

 WELLS BOUNDARY

Exhibit 2

Project	STMGID Orig.		2187.000	STMGID Ded.		2384.799	STMGID Pool		168.570
	ERU's	Alloc.	Total	ERU's	Alloc.	Total	ERU's	Alloc.	Total

Residential (Subdivision)

Original Trans Sierra									
Kivett	280	1.120	313.600						
Virginia Foothills	108	1.120	120.960						
Shadow Hills	2	1.120	2.240						
Sagewood	28	1.120	31.360						
Comstock #1, 2, 3	20	1.120	22.400						
subtotal	438		490.560						
Certificated									
Via Bianca	226	0.458	103.530						
Kivett	164	0.458	75.130						
Virginia Foothills	279	0.458	127.810						
Shadow Hills	85	0.458	38.940						
subtotal	754		345.410						
Total	1192		835.970						
existing lots	1105								
Comstock #1, 2, 3	34	1.120	38.080						
Cottonwood Estates #1				30	1.120	33.600			
Cottonwood Estates #2				16	1.120	17.920			
Cottonwood Creek #3	3	1.120	3.360	27	1.120	30.240			
Cottonwood Creek #4				12	1.120	13.440			
Cottonwood Creek #5				5	1.120	5.600			
Cottonwood Creek #6				14	1.120	15.680			
Curti Ranch #1	21	1.120	23.520						
Fieldcreek #1A	21	1.120	23.520						
Fieldcreek #1B	31	1.120	34.720						
Fieldcreek #2	40	1.120	44.800						
Fieldcreek #3	54	1.120	60.480						
Fieldcreek #4	16	1.120	17.920						
Fieldcreek #5	45	1.120	50.400						
Fieldcreek #6	40	1.120	44.800						
Fieldcreek #7	52	1.120	58.240						
Fieldcreek #8	39	1.120	43.680						
Fieldcreek #9	39	1.120	43.680						
Fieldcreek #10	5	1.120	5.600						
Fieldcreek #11	5	1.120	5.600						
Fieldcreek #12A	29	1.120	32.480						
Fieldcreek #12B	35	1.120	35.840						
Galena Meadows #1				34		31.800			
Galena Meadows #2				36		30.790			
Galena Terrace #1				43		45.410			
Galena Terrace #2				45		45.770			
Galena Terrace #3				35		35.040			
Galena Terrace #4				28		28.130			
Galena Terrace #5				29		29.460			
Galena Terrace #6							41		39.950
Galena Terrace #7				43		43.940			
Galena Terrace #8				30		28.720			
Galena Terrace #9				39		37.640			
Galena Terrace #10				16		15.000			
Lancer Estates #1				33	1.120	36.960			
Lancer Estates #2				36	1.120	40.320			
Lancer Estates #3				24	1.120	26.880			

Project	STMGID Orig. 2187.000			STMGID Ded. 2384.799			STMGID Pool 168.570		
	ERU's	Alloc.	Total	ERU's	Alloc.	Total	ERU's	Alloc.	Total
Lancer Estates #4				45	1.120	50.400			
Lancer Estates #5				9	1.120	10.080			
Lancer Estates #6				25	1.120	28.000			
Lancer Estates #7				8	1.120	8.960			
Lancer Estates #8				27	1.120	30.240			
Lancer Estates #9				7	1.120	7.840			
Lancer Estates #10				34	1.120	38.080			
Lancer Estates #11				12	1.120	13.440			
Meadowgate #1	11	1.120	12.320						
Meadowgate #2	7	1.120	7.840						
Meadowgate #3	9	1.120	10.080						
Pine Tree Ranch #1	29		26.260						
Pine Tree Ranch #2	15		13.920						
Pine Tree Ranch #3				19		18.380			
Pine Tree Ranch #4				16		15.830			
Pine Tree Ranch #5				7		7.070			
Pine Tree Ranch #6							14	0.992	13.890
Pine Tree Ranch P.M.				4	1.130	4.520			
Pine Tree Ranch P.M. #2				1	1.120	1.120			
Saddlehorn #1				63	1.120	70.560			
Saddlehorn #2				48	1.120	53.760			
Saddlehorn #3				45	1.120	50.410			
Saddlehorn #4				18	1.120	20.160			
Saddlehorn #5				21	1.120	23.500			
Saddlehorn #6				18	1.120	20.160			
Saddlehorn #7				16	1.120	17.920			
Saddlehorn #8				18	1.120	20.160			
Saddlehorn #9				16	1.120	17.920			
Saddlehorn #10				55	1.120	61.600			
Saddlehorn #10 RTA's (2)				2	-1.120	-2.240			
Saddlehorn #11				8	1.120	8.960			
Saddlehorn 1 lot				1	1.120	1.120			
Saddlehorn #12				12	1.120	13.440			
Saddlehorn South #2				11	1.120	12.320			
Saddlehorn South #3				11	1.120	12.320			
Saddlehorn South #4				13	1.120	14.560			
Saddlehorn South #5				19	1.120	21.280			
Saddlehorn South #6				12	1.120	13.440			
Saddlehorn South #7				26	1.120	29.120			
Sterling Ranch #2				76	1.120	85.120			
Sterling Ranch #3				53	1.120	59.360			
Sterling Ranch P.M.				2	1.120	2.240			
Wedge Meadows #1				21		23.630			
Wedge Meadows #2				10		11.300			
Wedge Meadows #3				5		3.980			
Wedge Meadows #4				5		5.050			
Wedge Meadows #5				10		9.630			
Wedge Meadows #6				5		3.980			
SubTotal	1772		1473.110	1409		1511.060	55		53.840

Residential (Parcel Maps, Annexations)

Blomquist P.M.				2	1.120	2.240			
C&H P.M.				3	1.120	3.360			
Duxbury P.M.				2	1.120	2.240			
Fry P.M.				3	1.120	3.360			
Hanna P.M.				1	1.120	1.120			
Isola P.M.				3	1.120	3.360			

Project	STMGID Orig. 2187.000			STMGID Ded. 2384.799			STMGID Pool 168.570		
	ERU's	Alloc.	Total	ERU's	Alloc.	Total	ERU's	Alloc.	Total
Kelly Residence/Annex				1	0.295	0.295			
Love P.M.				2	1.120	2.240			
Misc. P.M. & Annexations	160	1.12	179.20				18	1.120	20.160
Phillips P.M.				3	1.120	3.360			
Reichland P.M.	1	1.12	1.120						
Trosi Residence				3	1.120	3.360			
H. William Brooks P.M.				3	1.120	3.360			
SubTotal	161		180.32	26		28.30	18		20.16

Schools, Parks, Irrigation

Bailey Creek Park				1		3.000			
Brown School				1		11.040			
Bullis C&I Center	1		1.630						
Bus Facility	1		2.000						
Common Area Irrigation				1		0.920			
Curti Ranch 2, #3 Irrig.				1		1.770			
Damonte Ranch High School	1		10.500						
Galena H.S. Concession Stan	1		0.180						
Galena High School	1		53.150						
Galena High School Remodel	1		0.400						
Galena Soccer Field	1		20.000						
Hunsberger Addition	1		4.000						
Hunsberger School	1		4.110						
Saddlehorn Landscape				1		28.420			
Sage Ridge School				1		20.140			
Sundance Irrigation				1		0.240			
Washoe County Parks	1		14.000						
White's Creek Park				1		8.880			
SubTotal	10		109.970	8		74.410	0		0.000

Commercial

ArrowCreek Pkwy 7-11				1		2.090			
Damonte Trade Center							1		90.000
Galena Junction				10		24.000			
Galena Market				1		5.210			
LDS Church							1		4.570
Marriott Residence Inn			13.000						
Mountain Springs Church				1		2.020			
Mt. Rose Mini Storage				1		1.120			
R/S Indian Colony				1		2.240			
S. Reno United Meth Church				1		3.920			
South Meadows Property			401.000						
St. Mary's Health Network				1		14.432			

STMWWTP	1		1.16						
Tamarack Junction				1		13.570			
UNR				1		1.120			
Wedge Parkway Irrigation				1		0.710			
Wolf Run Club House				1		6.040			
SubTotal	1		415.160	21		76.472	2		94.570

Future Development

C&H						2.550			
Court House						113.500			
Galena High School			0.03						

**AGREEMENT TO EXTEND
INTERLOCAL AGREEMENT FOR OPERATION AND MAINTENANCE OF
WATER FACILITIES**

This Agreement to Extend the Interlocal Agreement for Operation and Maintenance of Water Facilities (“Extension Agreement”), effective this _____ day of _____, 2014, is by and between the County of Washoe, a political subdivision of the State of Nevada (“County”) and the South Truckee Meadows Water General Improvement District, a governmental subdivision of the State of Nevada and a quasi-municipal corporation organized under Chapter 318, Nevada Revised Statutes (“STMGID”). County and STMGID are referred to collectively as the “Parties”.

RECITALS

- A. On July 1, 2011, County and STMGID entered into the Interlocal Agreement For Operation and Maintenance of Water Facilities (“Interlocal Agreement”), a copy of which is attached hereto as Exhibit A; and
- B. The Interlocal agreement expires pursuant to its terms on June 30, 2014; and
- C. On December 11, 2013, the STMGID and the Truckee Meadows Water Authority (“TMWA”) entered into that certain Interlocal Agreement Governing the Merger of the South Truckee Meadows General Improvement District into the Truckee Meadows Water Authority, pursuant to NRS 318.490; and
- D. The Parties agree that extension of the Interlocal Agreement is necessary to allow County to continue to provide STMGID with contact services, which, among others, includes maintenance and operation of STMGID's water facilities until the merger of the STMGID into the TMWA is completed; and
- E. The Parties hereby ratify and approve all actions, matters and things previously performed and provided for and by each other, their officers, employees and agents that are not inconsistent with the provisions of the Interlocal Agreement.

14-303

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

1. **Capitalized Terms.** Capitalized terms not otherwise defined in this Extension Agreement shall have the meanings ascribed to them in the Interlocal Agreement dated June 28, 2011.
2. **Conflicting Terms.** To the extent the provisions of this Extension Agreement conflict with any of the terms and conditions of the Interlocal Agreement, the provisions of this Amendment shall control. The Parties acknowledge and agree that, except as specifically

modified hereby, each of the terms and conditions of the Interlocal Agreement shall remain in full force and effect and are enforceable in accordance with their respective terms.

3. Term of Extension. The Interlocal Agreement shall be extended for either an additional term of twelve months, commencing July 1, 2014 to June 30, 2015, or shall be extended until the merger of the STMGID into the TMWA is completed, whichever event occurs first. In the event the merger of the STMGID into the TMWA does not occur, STMGID and the County shall meet at least sixty (60) days in advance of the June 30, 2015 termination date to consider the then existing circumstances and possibly to renegotiate the terms and conditions of a future operation and maintenance interlocal agreement.

IN WITNESS WHEREOF, the Parties have executed this Extension Agreement on the day and year first written above.

 Attest:
Shirley L. Paul
County Clerk

COUNTY OF WASHOE

David E. Humke 4-8-14
DAVID E. HUMKE, Chairman Date
Board of County Commissioners

Attest:

SOUTH TRUCKEE MEADOWS GENERAL
IMPROVEMENT DISTRICT

Sue Saunders 3/11/14
Secretary

Steve Cohen 3/6/14
STEVE COHEN, Chairman Date
Board of Trustees

Exhibit A

INTERLOCAL AGREEMENT

FOR OPERATION AND MAINTENANCE OF WATER FACILITIES

This Agreement is effective to the 1st day of July 2011, between Washoe County, a political subdivision of the State of Nevada (the "County"), and South Truckee Meadows General Improvement District, a governmental subdivision of the State of Nevada and a quasi-municipal corporation organized under Chapter 318 Nevada Revised Statutes ("STMGID").

WITNESSETH:

WHEREAS, STMGID has been organized pursuant to Chapter 318 of the Nevada Revised Statutes; and

WHEREAS, NRS 318.098 and the Nevada Interlocal Cooperation Act provide that an agreement between the County and STMGID is specifically authorized; and

WHEREAS, the County and STMGID desire to enter into an agreement which deals with the operation and maintenance of water facilities and improvement of the present water facilities.

NOW THEREFORE, in consideration of the terms and covenants contained herein, the County and STMGID both agree as follows:

I. GENERAL

STMGID engages the County to furnish the services hereinafter described and for the compensation herein provided, and the County accepts the engagement. The County agrees to maintain staffing levels in accordance with accepted industry standards and Environmental Protection Agency guidelines.

A. STMGID's water system includes all real property, wells, pumping facilities, tanks, water transmission and distribution mains, pressure reduction stations, services, meters and meter boxes, and related items that were acquired with the system or later added to the system.

B. The term of this Agreement is from July 1, 2011 to June 30, 2014.

C. The County shall provide status reports and information regarding acquisition, construction, improvement, extension, and operation and maintenance of STMGID's water system to STMGID's Local Managing Board (the "LMB") in advance of all LMB monthly meetings. Based upon such information the LMB shall make appropriate recommendations to STMGID's Board of Trustees (the "Trustees").

Annually, the LMB shall review STMGID's proposed budget as prepared by the County and provide comments and recommendation to the Trustees. The Trustees shall act on recommendations of the LMB in a timely manner.

II. SCOPE OF SERVICES

A. The County represents to STMGID, by the execution of this Agreement, that it is qualified in all respects to perform the services that it herein agrees to perform. The County will utilize its knowledge and experience to maintain and operate STMGID's water facilities so that the water supplied meets the requirements of all governmental regulatory agencies within the limits of the present operating capability of the water systems.

B. Water operations agreed to be performed by the County include, but are not limited to: check system status weekly; flush system semi-annually; hang notices; turn services on and off; conduct investigations as required; check and exchange chlorine supply and provide 24-hour emergency on-call service.

C. Maintenance activities to be provided by the County include, but are not limited to: well and pump maintenance; storage tank maintenance and distribution system maintenance (including services).

D. The County shall pay all expenses incurred in usual water facilities operations and maintenance, including, but not limited to: wages; salaries; vehicle expenses; equipment; tools; utilities; consumables such as chemicals and lubricants; and contracted services except as otherwise limited herein.

E. Material for maintenance and repair for all the County's equipment, STMGID's facilities and vehicles shall be provided by the County. The County will pay for all repairs and all parts necessary to perform maintenance and repairs. Replacement of major material items such as pumps, tanks and electrical systems shall be considered capital expenditures as described in Section 2. H., below.

F. Funding for facilities constructed by the County for STMGID's benefit shall be included as part of the budget process and be paid on a cost and material basis.

G. The County shall prepare and submit to the LMB and the Trustees an annual report summarizing the maintenance and repair budget. Documentation of maintenance and operation expenses shall be maintained by the County and be available on request of the LMB and the Trustees.

H. Items defined as capital expenditures will not be included within the scope of services and will be subject to approval prior to funding by STMGID. Capital items will be defined as any new equipment and facility items that significantly extend service life, are considered a capital expenditure in accordance with standard accounting practices, are a non-routine type of expenditure on an annual basis and/or are pre-programmed for expenditure by STMGID. Normally these capital items are programmed for expenditure by STMGID and cost more than \$10,000.00 each.

I. The County agrees to perform other services as may be requested by STMGID and for which appropriate compensation is agreed to by both parties in advance.

J. The County shall make improvements to STMGID's water system upon written request by STMGID when improvement costs exceed \$10,000 and are defined as capital expenditures. The County shall provide to the LMB a written estimate of the cost of recommended improvements and shall not thereafter proceed with such improvements until authorized to do so by the LMB for items less than

\$100,000.00 or the Trustees after consideration of the recommendation of the LMB when costs exceed \$100,000.00.

K. The County shall provide to the LMB a quarterly report on water table levels, amount of water pumped, and recommendations in regards to well pumping.

L. The County agrees to make all reasonable efforts to: 1) manage STMGID's wells and distribution system as efficiently as possible, and 2) avoid pumping any of STMGID'S production wells to a level below the well screen in situations where such pumping may be harmful or deleterious to the well, except as may be required in emergency situations.

M. The County agrees to make all reasonable efforts to notify the Chairman of the LMB of any emergency situations related to STMGID's water system as soon as practicable after the occurrence of the emergency.

The term "emergency situation" as used herein shall mean loss or potential loss of primary water supply or source caused by breakdown of machinery or equipment, power outages, industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, droughts, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of government and peoples, court orders, civil disturbances, explosions, and any other causes, whether of the kind herein enumerated or otherwise, not within the reasonable control of the County and which by the exercise of due diligence the County is unable to prevent or overcome and which will potentially result in additional costs to the STMGID water system.

Such notification shall be made by telephone and in the absence of the Chairman of the LMB, shall be made to the Vice-Chairman. In the absence of both the Chairman and Vice-Chairman, such notification shall be made to any LMB member.

N. On a monthly basis, the County shall advise the LMB of: major service complaints and/or complaints of a similar nature in which multiple customers are affected and corrective action taken.

O. On a monthly basis the County shall provide the LMB a summary of the balance of water between the two water systems as defined in the Division of Water Service Agreement. The summary shall include the volume of unaccounted water and used in the balance of system water determination.

P. As applicable the County shall provide to the LMB a monthly report on domestic well owners' complaints and possible mitigation requests.

III. CHANGE IN SERVICES

Any change in water system operation, reporting requirements, monitoring requirements, or in personnel qualifications required by any governmental agency having jurisdiction to order such change may be authorized by the Trustees, in which event the parties shall mutually determine the increase or decrease in costs of operations to STMGID, provided the Trustees shall first consider the recommendations of the LMB.

IV. HOLD HARMLESS AGREEMENT

A. The County hereby agrees to, and shall hold STMGID, its elective and appointive boards, officers, agents and employees, harmless from any liability for damage or claims for damage for personal injury, including death resulting there from, as well as from claims for property damage that may arise from the County's operations under this Agreement, whether such operations be by the County or by any subcontractor or by any one or more persons directly or indirectly employed by, or acting as agent for the County, or any subcontractor or subcontractors, not to exceed the County's liability as imposed by law.

B. STMGID hereby agrees to, and shall hold the County, its employees, subcontractors and agents, harmless from any liability for damage or claims for damage for personal injury, including death resulting therefrom, as well as from claims for property damage that may rise from any action of STMGID, its Trustees, LMB, officers, employees or agents or from any failure of the water system, including blockages or rupture of collection and distribution lines, from any claims that may arise from the discharge, dispersal, release or escape of the water into the atmosphere or any watercourse or body of water, except to the extent that the County may have been a contributing cause to the event or injury giving rise to such liability.

C. The County shall be liable for all fines or civil penalties which may be imposed by a regulatory agency for violations resulting from its maintenance and operation activities. The County reserves the right to contest any such fines in administrative or judicial proceedings prior to any payment.

V. INSURANCE

A. The County shall provide risk management and legal services in a timely manner (including legal defense) to STMGID, and STMGID shall reimburse the County's Risk Management Fund for any expenses related to providing these services. Such expenses may include, but are not limited to, costs of insurance premiums, adjusting and appraisal services, defense of claims or suits, settlements or judgments, and other litigation costs.

B. At such time as the County implements a cost allocation system to its departments for risk management services, the system shall also be applied to STMGID in lieu of Section V.A., above.

C. If the County's Risk Manager determines that the purchase of insurance directly is in the best interest of STMGID, or STMGID requests that commercial insurance be purchased, the Risk Manager shall analyze the costs involved, make an appropriate recommendation and assist STMGID in the implementation of the course of action chosen by the Trustees.

D. The County shall comply, during the term of this Agreement, with all applicable Worker's Compensation laws and regulations for all of its employees providing services to STMGID.

E. The County shall maintain, during the term of this Agreement, a program of self-funding for its exposure to liability. This program shall include STMGID with expenses to be allocated pursuant to Section V.A., above.

F. The County shall maintain property insurance on the physical assets of STMGID in the same manner as it does for its own property. STMGID shall reimburse the County's Risk Management Fund for the actual cost of this coverage, and for deductibles on the self-funded portion of this program.

VI. RENEWAL

A. This Agreement may be renewed for successive terms of three (3) years each as herein provided.

B. If the County desires to renew this Agreement, it shall give written notice to STMGID one hundred twenty (120) days prior to the termination date. If the County's notice is conditional upon an increase in compensation, it shall include a statement to that effect, together with the amount of compensation in its notice, that shall also be accompanied by a written justification of its requested increase. The County shall furnish STMGID with accounting records and other such additional information as STMGID may request. STMGID shall notify the County sixty (60) days prior to the termination date of its determination to accept or reject the County's offer of renewal.

VII. ACCOUNTING AND FINANCIAL SERVICES

A. The County will maintain a separate set of accounting funds wherein the financial records for STMGID will be reported.

B. The County will read all STMGID's meters and bill STMGID's customers on a monthly basis. Billing revenues will be coded to STMGID's own operating fund. The County will make all reasonable efforts to collect any and all past due accounts on behalf of STMGID.

C. STMGID retains the right to audit any and all charges or revenues as may be coded to STMGID's various funds in the County's financial accounting system.

D. The County will from time to time assist STMGID in analyzing STMGID's various water rate and fee structures and recommend changes to those structures as may be required to maintain STMGID's financial stability.

E. The County will report the financial status of monthly operations and operating statistics as requested by the LMB.

VIII. COMPENSATION [See Appendix "A" for Definitions.]

A. Pursuant to NRS 318.098, STMGID shall compensate the County only for costs incurred in the performance of services specified hereunder.

B. Prior to April 15th of each year, the County shall prepare a budget for the upcoming fiscal year (July 1 to June 30). STMGID shall compensate the County via the settling process in SAP during the closing of each month.

C. STMGID shall pay compensation for the services to be performed for District operations and maintenance services, including operations and maintenance inventory of supplies, for professional legal services from the District Attorney's Office, including preparation of Local Managing Board and Board of Trustees agendas, legal advice and, representation at meetings, telephone conferences, discussions and other communications and proceedings held in furtherance of, and in connection with, District operations, and risk management services, all of which shall be based on the direct cost of services and for supplies incurred, the general and administrative overhead for the County's Department of Water Resources, and the standard cost basis for wages and benefits as approved in STMGID's annual budget. The standard cost is defined as the total wages and benefits paid out to a particular class of employees divided by the total productive man-hours for that class. Administrative and general overhead includes but is not limited to the following: Office lease, office equipment rental, utilities, janitorial services, general accounting services, telephone, training, minor supplies, computer services and support, office machines, small tools, general clerical services, postage (non-billing), , computer hardware and software, etc. The County ratably allocates such overhead expense based on total productive man-hours.

D. Monthly payments will be made via Journal Entry, based on the integrated standard costing system at the closing of each month. Actual costs and/or the standard costs for which the County is to be reimbursed by STMGID shall be costs and expenses directly related to the performance of the services set forth herein. In the event of a dispute between the LMB, the Trustees, and the County as to what is an item or amount of actual cost, such dispute shall be submitted for determination by an independent auditor designated by the Trustees.

IX. TERMINATION

A. This agreement may be terminated at any time by either party (without cause) upon one hundred twenty (120) days written notice to the other party.

B. If this Agreement is terminated by the County or STMGID, the County shall furnish the services necessary to continue normal operations for a period of sixty (60) days after the termination date. This sixty-day period will commence only at STMGID's request, for the purpose of continued supervision and to assist the District in the placement and training of water system personnel.

X. AMENDMENT

This Agreement may be amended or modified only by written agreement signed by both parties, and failure on the part of either party to enforce any provision of the Agreement shall not be construed as a waiver of the right to compel enforcement of any provision.

XI. ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein granted and the obligations herein assumed. Any oral representation or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing, signed by the party to be charged as a result of the modification. The effective date shall be the date upon which the signatory to be charged by the subject modification approves the modification.

XII. PARTIAL INVALIDITY


If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XIII. NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, return receipt, postage prepaid to such addresses as are designated by the parties.


IN WITNESS WHEREOF, the parties hereto have caused their appropriate governing bodies to execute this Agreement.

**SOUTH TRUCKEE MEADOWS
GENERAL IMPROVEMENT DISTRICT**



**Chairman
Board of Trustees**

WASHOE COUNTY, NEVADA



**Chairman
Board of County Commissioners**

ATTEST:



AMY HARVEY, County Clerk

Date: 6/14/11


ATTEST:



AMY HARVEY, County Clerk

Date: 6/28/11

ACKNOWLEDGED:
SOUTH TRUCKEE MEADOWS
GENERAL IMPROVEMENT DISTRICT



**Chairman
Local Managing Board**

Appendix A

DEFINITIONS

OVERHEAD, ADMINISTRATIVE and GENERAL – Costs incurred for overall operations that cannot be charged directly to one component of operations or to a specific project and must be allocated in proportion to the benefit derived. The County ratably allocates such overhead expenses based on total productive man-hours.

SAP – The trade name for the County's integrated financial system.

SETTLING PROCESS – Monthly procedure in SAP to allocate costs and post activity to the appropriate fund or funds.

STANDARD OR DIRECT COST – The total wages and benefits paid out to a particular class of employees divided by the total productive man-hours for that class.