## BOARD OF COUNTY COMMISSIONERS WASHOE COUNTY, NEVADA

TUESDAY

10:00 A.M.

**SEPTEMBER 11, 2012** 

PRESENT:

<u>Robert Larkin, Chairman</u> <u>Bonnie Weber, Vice Chairperson</u> <u>John Breternitz, Commissioner</u> <u>Kitty Jung, Commissioner</u> <u>David Humke, Commissioner</u>

## <u>Nancy Parent, Chief Deputy Clerk (10:05 a.m. to 3:32 p.m.)</u> <u>Amy Harvey, County Clerk (6:00 p.m. to 6:25 p.m.)</u> <u>Katy Simon, County Manager</u> <u>Paul Lipparelli, Legal Counsel</u>

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:

Chairman Larkin called for a moment of silence in remembrance of the victims, survivors and families from the tragic events of September 11, 2001.

## 12-858 AGENDA ITEM 3 – PUBLIC COMMENT

<u>Agenda Subject</u>: "Public Comment. Comment heard under this item will be limited to two 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 two minutes per person. Comments are to be made to the Commission as a whole."

There was no response to the call for public comment.

## 12-859 <u>AGENDA ITEM 4 – ANNOUNCEMENTS</u>

<u>Agenda Subject</u>: "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.)"

Katy Simon, County Manager, announced that Agenda Item 7F(4) would be pulled from the agenda. She noted a correction in Agenda Item 13 was needed and indicated the duration of the contract should be from October 1, 2012 through October 31, 2013. Ms. Simon read compliments to County staff that had been received in the Manager's Office.

## 12-860 AGENDA ITEM 5 - PROCLAMATION

## <u>Agenda Subject</u>: "Proclamation--September 2012 as National Preparedness Month. (All Commission Districts.)"

Chairman Larkin read and presented the Proclamation to Aaron Kenneston, Emergency Management Administrator. Mr. Kenneston thanked the Board for leading with a moment of silence in remembrance of the September 11, 2001 victims. He introduced several representatives of first responders and thanked them all for their service.

There was no public comment on this item.

On motion by Chairman Larkin, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 5 be adopted.

## 12-861 AGENDA ITEM 6 - PROCLAMATION

## <u>Agenda Subject</u>: "Proclamation--September 19, 2012 as Obesity Prevention Awareness Day. (All Commission Districts.)"

Commissioner Jung read and presented the Proclamation to Kelli Seals, Health Educator. On behalf of the District Board of Health and the Health Department, Ms. Seals thanked the Board for their Proclamation, which coincided with the Obesity Forum scheduled for September 19, 2012. She said the Forum would inform the public on future steps the community could take in order to work on obesity issues.

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 6 be adopted.

## CONSENT AGENDA

## 12-862 <u>AGENDA ITEM 7A</u>

<u>Agenda Subject</u>: "Approve minutes for the Board of County Commissioners' August 14, 2012 meeting."

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 7A be approved.

#### 12-863 <u>AGENDA ITEM 7B - ASSESSOR</u>

<u>Agenda Subject</u>: "Approve roll change requests for errors discovered for the 2012/13, 2011/12, 2010/11, 2009/10, and 2008/09 unsecured tax rolls and authorize Chairman to execute the Order and further direct the Washoe County Treasurer to correct the error(s) and notify the taxpayer if an adjustment to the tax bill is necessary [cumulative amount of reduction \$12,910.27]. (All Commission Districts.)"

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 7B be approved, authorized, executed and directed.

#### 12-864 <u>AGENDA ITEM 7C – MANAGER/EMERGENCY MANAGEMENT</u>

<u>Agenda Subject</u>: "Accept a 2012 Supplemental Emergency Management Performance Grant (EMPG) from the State of Nevada, Division of Emergency Management [\$5,000, with soft match of \$5,000] by applying the salary expense of Washoe County Sheriff Search and Rescue positions; and direct the Finance Department to make the appropriate budget adjustments. (All Commission Districts.)"

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 7C be accepted and directed.

#### 12-865 <u>AGENDA ITEM 7D – SPARKS JUSTICE COURT</u>

<u>Agenda Subject</u>: "Approve the creation of two part-time, non-benefited Bailiff positions for Sparks Justice Court with an effective date of December 1, 2012 and estimated cost for FY 12/13 [\$22,500] to be paid for with Administrative Assessments and for the General Fund to assume estimated annual expense [\$42,700] for FY 13/14 forward, and direct Human Resources and the Finance Department to make the necessary adjustments. (Commission District 4.)"

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 7D be approved and directed.

## 12-866 <u>AGENDA ITEM 7E(1) – COMMUNITY SERVICES/PUBLIC</u> WORKS

<u>Agenda Subject</u>: "Authorize the Chairman to execute the Community Rating System Annual Recertification Submittal to the National Flood Insurance Program for a continued reduction in local flood insurance policy premiums. (All Commission Districts.)"

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 7E(1) be authorized and executed.

#### 12-867 <u>AGENDA ITEM 7E(2) – COMMUNITY SERVICES/PUBLIC</u> WORKS

<u>Agenda Subject</u>: "Approve appointment of the Director of Washoe County Community Services Department as Agent for Washoe County for US Forest Service Lake Tahoe Basin Management Unit Master Special Use Permit Applications, Amendments and Renewals. (Commission District 1.)"

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 7E(2) be approved.

## 12-868 AGENDA ITEM 7E(3) – COMMUNITY SERVICES/PARKS

<u>Agenda Subject</u>: "Reject bids for the Washoe County Trails Rehabilitation Projects PWP-WA-2012-370 [funded by a Land and Water Conservation Fund Grant and Infrastructure Preservation funds]. (All Commission Districts.)"

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 7E(3) be approved.

## 12-869 AGENDA ITEM 7E(4) – COMMUNITY SERVICES/PARKS

<u>Agenda Subject</u>: "Approve a Recreational Trails Program Grant Amendment and accept an additional Recreational Trails Program Grant award [\$60,000, with

\$16,000 additional required cash match from Parks Capital Fund 4440] for the North Valleys Regional Park Trail System; and authorize the Finance Department to make the appropriate budget adjustments. (Commission District 5.)"

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 7E(4) be approved and authorized.

## 12-870 AGENDA ITEM 7E(5) – COMMUNITY SERVICES/PARKS

<u>Agenda Subject</u>: "Authorize the Community Services Department to issue a Request For Proposals for a qualified consultant to conduct an Environmental Assessment of Spanish Springs Open Space on a portion of APN 089-169-04. (Commission District 4.) Requested by Commissioner Larkin."

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 7E(5) be authorized.

## 12-871 <u>AGENDA ITEM 7E(6) – COMMUNITY SERVICES/WATER</u> <u>RESOURCES</u>

<u>Agenda Subject</u>: "Acknowledge receipt of the Washoe County Water and Sanitary Sewer Financial Assistance Program Status Report as of June 30, 2012. (All Commission Districts.)"

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 7E(6) be acknowledged.

## 12-872 AGENDA ITEM 7F(1) - SHERIFF

<u>Agenda Subject</u>: "Accept Fiscal Year 12/13 Substance Abuse Prevention and Treatment Agency (SAPTA) Award [\$90,000, no County match] for Civil Protective Custody (CPC) Drug and Alcohol Intervention and Counseling; and if accepted, authorize Finance to make necessary budget adjustments; and approve Substance Abuse Evaluation and Referral Services Agreement between Bristlecone Family Resources and Washoe County [\$31,200] for July 1, 2012 through June 30, 2013, and approve Substance Abuse Evaluation and Referral Services Agreement between Westcare Nevada, Inc. and Washoe County [\$58,800] for July 1, 2012 through June

# **30, 2013, and authorize Finance to make necessary budget adjustments. (All Commission Districts.)**"

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 7F(1) be accepted, authorized and approved.

## 12-873 AGENDA ITEM 7F(2) - SHERIFF

<u>Agenda Subject</u>: "Approve Interlocal Agreement between Washoe County (on behalf of the Washoe County Sheriff's Office) and Board of Regents of the Nevada System of Higher Education, on behalf of Truckee Meadows Community College Police Department, to establish the Washoe County Sheriff's Office SWAT team as the primary tactical team for certain incidents that occur on Truckee Meadows Community College properties. (All Commission Districts.)"

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 7F(2) be approved. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

## 12-874 AGENDA ITEM 7F(3) - SHERIFF

<u>Agenda Subject</u>: "Approve the Veterinary Clinical Affiliation Agreement between Truckee Meadows Community College and the County of Washoe on behalf of the Washoe County Sheriff's Office, Regional Animal Services, for the placement of veterinary technician students at the Regional Animal Services veterinary facility. (All Commission Districts.)"

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 7F(3) be approved. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

## 12-875 <u>AGENDA ITEM 7G(1) – SOCIAL SERVICES</u>

<u>Agenda Subject</u>: "Authorize the Department of Social Services to accept additional State grant [\$300, no match required] to promote the Sleep Safe Baby Campaign, to be utilized to increase public awareness on the dangers of co-sleeping with your infant and to help train and spread the message about Safe Sleeping; and if

## approved, 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 Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 7G(1) be approved, authorized and directed.

## 12-876 <u>AGENDA ITEM 7G(2) – SOCIAL SERVICES</u>

<u>Agenda Subject</u>: "Authorize the Director of Social Services accept additional Federal Chafee funds [\$20,000] from the State Division of Child and Family Services (DCFS) to host the Statewide Independent Living Conference for 2012. The grant has a 25% federal match required, which DCFS will utilize Funds to Assist Former Foster Youth (FAFFY) funds as match. The funds will be used to assist in paying for the conference space, lodging and food for the participants as well as activities, conference t-shirts, notebooks and gift cards for participants and speaker fees; and if approved, 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 Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 7G(2) be approved, authorized and directed.

## **BLOCK VOTE**

The following agenda items were consolidated and voted on in a block vote: Agenda Items 10, 11, 13 and 14.

## 12-877 <u>AGENDA ITEM 10 – MANAGEMENT SERVICES/GRANTS</u> <u>ADMINISTRATOR</u>

<u>Agenda Subject</u>: "Recommendation to approve Human Services non-profit grant contracts for Fiscal Year 2012-13 in the following amounts: Food Bank of Northern Nevada [\$28,425], Crisis Call Center [\$22,920], Family Promise [\$14,254]; and Committee to Aid Abused Women (CAAW) [\$19,310]; Catholic Charities of Northern Nevada (Kids to Senior Korner) [\$14,972] for Fiscal Year 2012-2013 (retroactive to July 1, 2012), approve Resolutions necessary for same, direct the Finance Department to make the appropriate budget adjustments; and discussion and possible direction regarding Human Services non-profit grants for Fiscal Year 2013-2014. (All Commission Districts.)" There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 10 be approved and directed. The Resolutions for same are attached hereto and made a part of the minutes thereof.

## 12-878 AGENDA ITEM 11 - PURCHASING

<u>Agenda Subject</u>: "Recommendation to award bid #2826-13 Janitorial Services for the Washoe County High Security Buildings to the lowest, responsive, responsible bidder, Qual-Econ U.S.A., Inc, [\$50,749 per month for 16 high security buildings]; and authorize the Purchasing and Contracts Manager to execute a two year agreement with one single year renewal option [estimated annual value \$608,988 per year]. (All Commission Districts.)"

There was no public comment on this item.

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

## 12-879 <u>AGENDA ITEM 13 – SOCIAL SERVICES</u>

<u>Agenda Subject</u>: "Recommendation to approve Independent Contractor Agreement between the County of Washoe and Jeana O. Millard for the period of October 1, 2012 through October 31, 2012, with an option to renew for one additional one year period [not to exceed \$150,000 per year] as sole source, to develop changes to the UNITY database and management reports and to support the development and implementation of the federal Permanency Innovation Initiative (PII). (All Commission Districts.)"

Katy Simon, County Manager, noted a correction was needed on the agenda. She stated the duration of the contract should be from October 1, 2012 through October 31, 2013.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 13 be approved.

## 12-880 AGENDA ITEM 14 – SOCIAL SERVICES

<u>Agenda Subject</u>: "Recommendation to approve Amendment to Contract (Paragraph 5) between the County of Washoe and Action for Child Protection, Inc., to increase contract amount [by \$258,572, \$28,727 County match; from \$1,274,384

# to \$1,532,956] for the Permanency Innovation Initiative (PII) grant, Year 2. (All Commission Districts.)"

There was no public comment on this item.

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

#### 12-881 <u>AGENDA ITEM 15 – COMMUNITY SERVICES/PUBLIC WORKS</u>

Agenda Subject: "Recommendation to acquire three (3) vacant land parcels, Assessor's Parcel Number(s) 027-541-01, 027-541-02 and 027-541-06, also known as 1950 Zephyr, 1955 Zephyr and 1960 Zephyr Drive, Sparks, Nevada 89431, for 1% below appraisal amount in support of the Neighborhood Stabilization Program 3 and as authorized by Board of County Commissioner actions on May 24, 2011 and June 14, 2011 in which it accepted federal Housing and Urban Development and State of Nevada grant funds for the Neighborhood Stabilization Program 3 grant, for the purpose of stabilizing property values and arresting the physical decline of communities that have suffered from foreclosures and abandonment; and further authorize the Acting Public Works Director to execute all purchase agreements, grant or financing agreements with funding providers (including a grant repayment agreement), notices, escrow instructions, deeds, and other documents as may be necessary to accomplish the acquisition of the subject properties in the name of and on behalf of Washoe County. [Funding source is Neighborhood Stabilization Program 3 Grant Funds – IN10948]. (Commission District 5.) To be heard before Agenda Items #16 and #17."

Eric Young, Planner, said the County had received the Neighborhood Stabilization Program 3 (NSP3) grant, which was the first direct grant the County received from the United States Department of Housing and Urban Development (HUD). He explained that the NSP3 program was established for the purpose of stabilizing property values and arresting the physical decline of communities that had suffered from foreclosures and abandonment. The goal of the County's program was to create a minimum of nine housing units in the program target area. He said staff determined to attempt and leverage already existing programs and secured an option to purchase three vacant parcels that were ideal for building affordable duplex units.

Mr. Young indicated that discussions were being held with Social Services Director Kevin Schiller since that department was trying to divert their clients away from long-term homelessness. He said this would be used as a Pilot Program to include approximately 10 units and then provide housing to existing Social Services clients, which would prevent the parents from entering a homeless shelter and their children from being placed into foster care. He commented that the County would own and operate the properties. While the program was being put together and tested, he said flexibility was needed that could only be achieved by having complete control. Mr. Young said many non-profit organizations were approached to determine their willingness and/or ability to partner with the County. The willingness was there for the discussions; however, there was unwillingness to allow the County the flexibility and control needed for the first few years of the project. He said there were a variety of proformas on the properties that showed the program could work over a 20-year affordability period as required by HUD. He indicated that the properties would be built to a high-green and sustainability standard since the proforma would not work if those standards were not met. He indicated that the County also owned property on Spokane Avenue, near the County Senior Center, and a four-plex was proposed to be built on that location to be designed for senior citizens. The staff reports for Agenda Items 15, 16 and 17 would allow staff to rapidly move forward since HUD required the County to spend half of the grant by March 2013. Mr. Young stated if the March 2013 deadline was not met, HUD would take back a majority of the grant.

Commissioner Weber inquired what the County would receive with this grant. Mr. Young replied that the County would receive three, off the market, foreclosed duplex parcels and four units that would be similar to studio apartments. He said all structures would be brand new and built to the National Association of Home Builders build green standard. He commented that staff was being very conservative so when the ten units were completed, the goal was to have sufficient money remaining to go into the target neighborhood east of Sutro Street where there were many foreclosed properties.

Commissioner Weber asked if rent would be collected from the units. Mr. Young said that rent would be collected and indicated that HUD needed to be informed of the rent structure. He explained there would be two rent structures, one was for 80 percent the Average Median Income (AMI) and below, and the other was for 50 percent of AMI and below. He indicated that utilities would be included in the rent and that the rent money would return to the program.

Mr. Schiller indicated with all the reports Social Services investigated the single common issue was funds being expended for housing. He said there was a continuum of care for children aging out of foster care, families attempting to stay out of the child welfare system through outreach and the senior citizen population. Mr. Schiller emphasized there was federal money, under certain parameters, to support children in housing until the age of 21. He said the Social Services Department would be able to create some sustainability by gaining the federal dollars used for children between the ages of 15 and 21, which could be reinvested into the rental costs and the sustainability costs for those clients. He said the department also spent funds on families in weekly motels in order to maintain them in those motels and for referral basis. Mr. Schiller said the goal was creating a support system that would create those efficiencies.

Chairman Larkin understood that the proposal would employ the grant for neighborhood stabilization and then become transitional housing. Mr. Schiller replied the proposal was part of the continuum of housing. Chairman Larkin remarked it was not permanent housing for residents, but was on the continuum as they worked toward full ownership or transitional housing. Mr. Schiller replied for the degree of independence that could be attained for those families, the key being the circulation of the vacancies. Chairman Larkin questioned the tenure of the residents. Mr. Schiller explained that depended on the use side, but could be a transitional period between six months to a year. For senior citizens, he said it would be sought to maintain resources outside of supportive housing, and to provide a transitional plan for families. Chairman Larkin felt this was a creative solution, but was hesitant because part of the overall housing continuum was the incorporation of private monies into the eventual outcomes. Mr. Schiller commented that the County did not want to be doing this for the long-term; however, the issue was to build the foundation and then work that into community vendors as part of the continuum. Chairman Larkin said the Board had made it clear that no general funds would be used for these types of activities for support, maintenance or continuation. He questioned if that would be incorporated into the general funding mechanism as moving into landlordship and how the homes would be maintained after the HUD money was exhausted.

Commissioner Humke stated this was acquisition of real estate by a public entity and the management of property. With the acquisition of property, he said staff was wading into the fray of the banking crisis and attempting to alter the entire system. He questioned why the County would enter into that fray and felt this was a policy question. In regard to the management of property, Commissioner Humke said there would be leases, evictions and maintenance and being a property manager was a strenuous undertaking. He asked who would process those evictions and why this was not brought to the Board as a major policy departure. He felt that a workshop should have been held for an in-depth discussion.

Katy Simon, County Manager, recognized the depth of a policy question and had many exchanges with staff on the importance of that issue. She said there were also conversations held about the private sector to do the management, but added that the County presently managed properties, with leases and had a Real Property Manager. She explained there was an allowance for administrative expenses in the grant, so general fund monies would not be needed for that purpose.

Chairman Larkin asked if a workshop should be scheduled to discuss the policy issues. Ms. Simon said it did not occur to staff to schedule a separate workshop. Chairman Larkin said the acquisition of property appeared to be a major policy question and asked if there was a desire to conduct a workshop. Ms. Simon indicated there was a short timeline which may not allow the scheduling of a workshop. If this persisted, Chairman Larkin said the outcome would not be favorable and inquired on the time schedule. Due to the March 2013 deadline, Mr. Schiller replied time was tight and, if a workshop was scheduled, there could be the potential of having to return the grant to HUD.

Mr. Young remarked that the closing date for the purchase of the lots on Zephyr Drive was set for September 28th. Chairman Larkin asked if the grant money had been received. Mr. Young indicated the grant money had been received and the Board had accepted the funds in May of 2011. In December 2011, he said the Board approved moving forward on a variety of items with signature authorization given to the Public

Works Director that allowed staff to continue the development of the program. Chairman Larkin felt there was time to schedule a workshop between now and the closing date since closing dates could be extended.

Commissioner Jung said in light of staff's concern about the timeline, she suggested continuing this item to the next Board meeting so staff could answer any additional questions or concerns from the Board.

Commissioner Breternitz said he was in support of the concept for continuum of housing, but the technique used to provide that sort of housing gave him some concern. He hoped that staff had done due diligence, but agreed that another opportunity to discuss this and receive feedback from the public would be helpful.

Commissioner Weber wished there was a way to move forward. She said it was known that general funds would not be used for this program and reiterated that the Board had accepted the grant money in May of 2011 and then discussed the direction to move forward. In an effort to proceed, she believed the Board should move for approval and then return to review this as a policy decision and discuss the questions that had been raised.

Ms. Simon was concerned to put forward a motion and have it denied. She suggested a workshop during the next scheduled Board meeting. She summarized some of the questions that needed to be addressed such as, details on the administrative component, contract administration, who would manage the leases, the handling of evictions, and the handling of potential cost overruns. She also felt that Social Services needed to provide information on their estimated cost benefits for this approach.

Commissioner Weber moved to continue this item and hold a workshop in between the afternoon and evening sessions during the Board meeting scheduled for September 25, 2012 and then bring back those items during the evening session for further discussion and a vote.

Chairman Larkin asked that the motion also include that the Commissioners present any other questions to the County Manager by September 14th for consideration in that workshop.

Commissioner Jung asked if that workshop could happen this afternoon. Mr. Young said he was unsure of any further questions the Board may have, but said staff was prepared to provide the Board information. Chairman Larkin indicated that other Commissioners may need time to present additional questions.

Commissioner Humke said real estate professionals, appraisers and contractors needed to be consulted. He said there was a reference to the signature authority for the Public Works Director, but was unclear if that signature was permitted for these funds and felt that needed to be examined. Commissioner Weber restated the motion and moved to continue Agenda Items 15, 16 and 17 to the September 25th Board meeting with a workshop scheduled between the afternoon and evening sessions and then return for a vote in the evening session. Chairman Larkin seconded the motion.

Commissioner Breternitz asked if public/private partnerships were considered and the downsides of those partnerships. He also inquired whether there was an approach in bidding for guaranteed maximum prices before the process was completed of doing the bid, design and the purchasing of property, and whether there had been alternative approaches studied that would allow the County to meet their spending requirement by March 2013 to give the County more time on the front-end.

There was no public comment on this item.

On call for the question, the motion passed on a 5 to 0 vote.

## 12-882 AGENDA ITEM 16 - COMMUNITY SERVICES/PUBLIC WORKS

Agenda Subject: "Recommendation to authorize the Community Services Department to issue a Request for Qualifications for Architectural and Engineering Design services for three (3) two (2) bedroom, one and one half (1.5) bathroom duplex housing units on each of three (3) vacant parcels of properties located at 1950, 1955 and 1960 Zephyr Drive, Sparks, Nevada, to provide up to 8 residential housing units in the subject area, as authorized by Board of County Commissioner actions on May 24, 2011 and June 14, 2011 in which it accepted federal Housing and Urban Development and State of Nevada grant funds for the Neighborhood Stabilization Program 3 grant, for the purpose of stabilizing property values and arresting the physical decline of communities that have suffered from foreclosures and abandonment; and once approved designs are accepted, to bid and award a construction contract to the lowest responsive, responsible bidder, as long as total project cost is within the proposed project budgeted amount of \$1,500,000.00, and authorize the Acting Public Works Director to execute all agreements, notices, checks and warrants as may be necessary to accomplish the award of the design and construction contracts of the subject properties in the name of and on behalf of Washoe County. [Funding source is Neighborhood Stabilization Program 3 Grant Funds – IN10948]. (Commission District 5.) To be heard after Agenda Item #15 and before Agenda Item #17."

#### \*\*\*For discussion on this item, see Agenda Item 15\*\*\*

There was no public comment on this item.

#### 12-883 AGENDA ITEM 17 - COMMUNITY SERVICES/PUBLIC WORKS

Agenda Subject: "Recommendation to authorize the Community Services Department to issue a request for bids to construct four (4) one bedroom units to be located on County property at 842 Spokane Ave., as authorized by Board of County Commissioner action of December 13, 2011, to fulfill the Neighborhood Stabilization Program 3 grant requirements to provide up to 8 residential housing units in the subject area, as authorized by Board of County Commissioner actions on May 24, 2011 and June 14, 2011 in which it accepted federal Housing and Urban Development and State of Nevada grant funds for the Neighborhood Stabilization Program 3 grant, for the purpose of stabilizing property values and arresting the physical decline of communities that have suffered from foreclosures and abandonment; and further, pending receipt of acceptable bids within the project budget amount, authorize the Acting Public Works Director to execute the construction agreement with the lowest, responsive, responsible bidder on behalf of Washoe County. [Estimated sum of \$660,000 - funding source is Neighborhood Stabilization Program 3 Grant Funds - IN10948]. (Commission District 3.) To be heard after Agenda Items #15 and #16."

#### \*\*\*For discussion on this item, see Agenda Item 15\*\*\*

There was no public comment on this item.

- <u>**11:21 a.m.</u>** The Board convened as the South Truckee Meadows General Improvement District (STMGID) Board of Trustees.</u>
- **12:30 p.m.** The Board adjourned as the STMGID Board of Trustees and recessed.
- **2:00 p.m.** The Board convened as the Truckee Meadows Fire Protection District (TMFPD) and the Sierra Fire Protection District (SFPD) Board of Fire Commissioners.
- **<u>3:09 p.m.</u>** The Board adjourned as the TMFPD/SFPD Board of Fire Commissioners and reconvened as the Board of County Commissioners.

## 12-884 <u>AGENDA ITEM 12 – COMMUNITY SERVICES/COMMUNITY</u> <u>DEVELOPMENT</u>

<u>Agenda Subject</u>: "Development Code Amendment Case Number DCA12-006 (Data Center) - Introduction and first reading of an Ordinance amending the Washoe County Code at Chapter 110, Article 302, Allowed Uses, and Article 304, Use Classification System, to establish a new classification of use identified as "Data Center" and specify in which zoning districts and under what conditions it will be permitted and providing other matters properly relating thereto, as recommended for adoption by the Washoe County Planning Commission; and set the public

## hearing and second reading of the Ordinance for September 25, 2012, at 6:00 p.m. (All Commission Districts.)"

Nancy Parent, Chief Deputy Clerk, read the title for Bill No. 1679.

Trevor Lloyd, Planner, stated the amendment would establish a new classification of use identified as "Data Center" and would determine which regulatory use those Data Centers belonged in and whether they should be allowed with a Special Use Permit or allowed by right. He said e-mails were received from a concerned citizen who had some reservations about the establishment in the General Rural (GR) category. Those e-mails were placed on file with the Clerk.

Bill No. 1679, entitled, "AN ORDINANCE AMENDING THE WASHOE COUNTY CODE AT CHAPTER 110, ARTICLE 302, ALLOWED USES, AND ARTICLE 304, USE CLASSIFICATION SYSTEM, TO ESTABLISH A NEW CLASSIFICATION OF USE IDENTIFIED AS "DATA CENTER" AND SPECIFY IN WHICH ZONING DISTRICTS AND UNDER WHAT CONDITIONS IT WILL BE PERMITTED AND PROVIDING OTHER MATTERS PROPERLY RELATED THERETO, AS RECOMMENDED FOR ADOPTION BY THE WASHOE COUNTY PLANNING COMMISSION," was introduced by Chairman Larkin, and legal notice for final action of adoption was directed. It was noted that the public hearing would be set for September 25, 2012, at 6:00 p.m.

## 12-885 AGENDA ITEM 18 - TREASURER

#### Agenda Subject: "Update on Incline property tax refund process."

The Board was given a written report by Tammi Davis, Washoe County Treasurer.

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

#### 12-886 AGENDA ITEM 19 – MANAGEMENT SERVICES

<u>Agenda Subject</u>: "Update and discussion on the 2012 Nevada Legislative Interim Committees and Studies, legislation or legislative issues proposed by legislators, by Washoe County or by other entities permitted by the Nevada State Legislature to submit bill draft requests, or such legislative issues as may be deemed by the Chair or the Board to be of critical significance to Washoe County. (All Commission Districts.)"

Chairman Larkin referenced the presentation given by Jeremy Aguero of Applied Analysis during the September 10, 2012 joint meeting. He asked if that presentation would be highlighted on the County's website since many of the nuances were lost on citizens who were working and did not have the time to delve into that presentation. Katy Simon, County Manager, commented that the information was complex and would be difficult to provide in a simplified version. However, the PowerPoint presentation could be posted on the County's website, but she proposed waiting to see what Bill Draft Requests (BDR's) came out, otherwise it would describe what had occurred to date, but that may not be relevant to what may actually be brought forward to the Legislature. Chairman Larkin asked if the BDR's were due to the Legislative Counsel Bureau (LCB) this month. Ms. Simon replied there were different schedules for different members of committees.

John Slaughter, Management Services Director, indicated that particular BDR was in the process of being drafted and that Mr. Aguero was working with the LCB through the Chair of that committee. He expected a public draft would be available in December. Chairman Larkin asked if this would be the BDR from the Chair of the subcommittee. Mr. Slaughter replied either the individual Chair or the subcommittee, which also had BDR's.

Commissioner Weber requested the Nevada Association of Counties (NACO) receive the packet with Mr. Aguero's PowerPoint presentation. Mr. Slaughter said staff was working on gathering as many of the jurisdiction's BDR's as possible with the intent to bring that entire packet to the Board for a presentation.

In response to the call for public comment, Cathy Brandhorst addressed the Board.

There was no action taken on this item.

## 12-887 <u>AGENDA ITEM 20 - MANAGER</u>

## <u>Agenda Subject</u>: "Update on status of Shared Services efforts and possible direction to staff. (All Commission Districts.)"

Cory Casazza, Chief Information Technology (IT) Manager, announced that the next meeting of the Shared Services Committee was scheduled for September 17, 2012 at the Sparks City Hall. He noted that the four agencies would now rotate hosting those meetings.

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

## 12-888 <u>AGENDA ITEM 24 – REPORTS AND UPDATES</u>

## <u>Agenda Subject</u>: "Reports/updates from County Commission members concerning various boards/commissions they may be a member of or liaison to."

Commissioner Weber commended County Manager Katy Simon, the Community Relations staff and staff volunteers for the Citizen Revitalization Project regarding Citizen Advisory Boards (CAB's). She said forums had been held throughout the different communities and staff had given their time and effort to ensure that the community-at-large understood what the Board had requested. She announced she would conduct the community forum scheduled in Gerlach on September 17, 2012.

Commissioner Humke said that the Reno-Sparks Convention and Visitors Authority (RSCVA) would be holding their committee meetings during the upcoming week. He would also attend the Flood Control meeting on September 14, 2012.

Commissioner Jung attended the Aces press conference where Jack's Specific Toys donated 15,000 toys and added that US Foods would be storing those toys. She also attended "SeniorFest" and said the event was well attended. Commissioner Jung said that the Chamber of Commerce Leadership Reno/Sparks updated the Senior Center in Sparks as their group project.

Commissioner Breternitz attended the West Truckee Meadows public involvement and information forum on September 10, 2012.

Chairman Larkin attended a workshop for the Regional Transportation Commission (RTC) to discuss the selection of a manager-at-risk for the Southeast Connector Bridge project. He said there was a proposal by the development community for the RTC to purchase up to 25 percent of the road credits in the community in regard to the Regional Road Impact Fees.

## 12-889 <u>AGENDA ITEM 25 – CLOSED SESSION</u>

<u>Agenda Subject</u>: "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."

**<u>3:32 p.m.</u>** On motion by Commissioner Breternitz, seconded by Commissioner Humke, 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.

**<u>6:00 p.m.</u>** The Board reconvened with all members present.

## PUBLIC HEARINGS

## 12-890 <u>AGENDA ITEM 21 – MANAGEMENT SERVICES/GRANTS</u> <u>ADMINISTRATOR</u>

<u>Agenda Subject</u>: "Washoe County will be considering projects for the Nevada State Community Development Block Grant (CDBG) program, for the 2013-2014 Fiscal Year. Washoe County is eligible to apply for projects located in unincorporated areas of the county. The public is invited to participate by providing ideas, comments and suggestions concerning potential projects. (All Commission Districts.)" The Chairman opened the public hearing by calling on anyone wishing to speak for or against the Nevada State Community Development Block Grant (CDBG) program.

Grady Tarbutton, Senior Services Director, said that the Senior Services Department had a number of projects funded through CDBG that supported programs to help senior citizens age in place. He said two vehicles had been purchased in 2007 to serve Sun Valley, the North Valleys and the Gerlach areas for home-delivered meals. This year Incline Village sought to receive the service of home-delivered meals, but the difficulty in the past had been delivering those meals during the winter. He noted that a study was in the process with community partners to assess the level of need in that area. If that need was determined, the department may apply for CDBG funding to place that service in Incline Village.

There being no further public comment, the hearing was closed.

Gabrielle Enfield, Grants Administrator, indicated that the public hearing was to provide information on the CDBG funding and offer opportunities for citizens to provide input for potential projects. She said the CDBG was funded through the United States Housing and Urban Development (HUD) and noted that the County participated in the State's CDBG program. She said the County was eligible to apply for projects located in the unincorporated portion of the County, but not in the Cities of Reno or Sparks since those Cities each received their own CDBG awards and were not eligible areas for a State CDBG program application. Ms. Enfield said the primary goals of the CDBG was to provide decent housing, suitable living environments and expand economic opportunities, primarily for low and moderate income persons. There were five types of eligible CDBG projects that included:

- Public Facilities
- Public Services
- Planning and Capacity Building
- Economic Development
- Housing Rehabilitation, primarily for single-family residences

Ms. Enfield said to qualify, projects must meet a low to moderate income requirement by benefitting either 51 percent or more persons that were low to moderate income based on HUD income guidelines or, if they were members of a specific category, which HUD considered to be seniors, abused children, illiterate persons, battered spouses, persons with a disability, homeless persons, persons living with HIV/AIDS or migrant workers. The County did not have the income test for those categories so if a project served one of those categories or beneficiaries it was assumed that the primary beneficiaries would be low to moderate income and HUD would not require that 51 percent. She said the application process may be submitted by a County department or a non-profit group could submit applications to the County. She noted that the application deadline for the County was December 2nd and applications must be delivered to the County Manager's Office. She indicated that the County had an Internal

Review Committee that would evaluate and prioritize the applications and then make recommendations to the Board on December 11th. She added that the Board would make the final determination and priority for those grants. The County would learn the number of applications they could apply for during a forum to be held on October 4th, which could be one or two applications. Ms. Enfield indicated that the County had participated in the CDBG process for over 30 years and had implemented 44 grant projects totaling \$3,879,803. In addition to this public hearing, she conducted a public meeting on September 10th and would attend the Sun Valley General Improvement District meeting on September 13th and the upcoming Gerlach community forum.

In response to Commissioner Weber, Ms. Enfield said the project for home-delivered meals would be meeting the needs of seniors and since seniors were considered eligible, the income test would not be needed. Commissioner Weber asked if the organizations competed against each other for the grants. Ms. Enfield said it was still unknown on the number of applications that could be accepted. She explained there may be more than one slot and, if that occurred, those applications would compete against each other.

Chairman Larkin asked if there was a cut-off date for individuals to submit additional public comments. Ms. Enfield replied individuals could submit comments until the application deadline of November 2nd.

Commissioner Breternitz indicated that all Incline Village residents were not wealthy and a very large number of people that lived in the Tahoe Basin were low income.

There was no action taken on this item.

## 12-891 <u>AGENDA ITEM 22 – COMMUNITY SERVICES/COMMUNITY</u> <u>DEVELOPMENT</u>

<u>Agenda Subject</u>: "Adopt Master Plan Amendment Case Number MPA12-003 (Reno Technology Park) -- subject to a determination by the Regional Planning Commission that the proposed amendment is in conformance with the Regional Plan, -- to amend the Truckee Canyon Area Plan, a component of the Washoe County Master Plan. The amendment request involves the re-designation of ±55.33acres on four parcels from Open Space (OS) to Rural (R) according to the maps and materials approved by the Planning Commission. If the Regional Planning Commission determines that the proposed amendment is in conformance with the comprehensive regional plan, this adoption becomes final without further action by this Board. The property is located in the East Truckee Canyon north of I-80 Freeway and directly north of the Tracy Power Plant. The subject property is located outside of the Truckee Meadows Services Area (TMSA) and within Sections 31 & 32, T20N, R22E, MDM, Washoe County, Nevada. The property is within the East Truckee Canyon Citizen Advisory Board boundary. (APN: 084-110-24; 084-110-28; 084-110-29; 084-110-30). To reflect changes requested by the applicant and to maintain currency of general area plan data, administrative changes to the Truckee Canyon Area Plan are proposed. These administrative changes include: a revised map series with updated parcel base, and updated applicable text. (Commission District 4.)"

The Chairman opened the public hearing by calling on anyone wishing to speak for or against Master Plan Amendment Case Number MPA12-003. There being no response, the hearing was closed.

Trevor Lloyd, Senior Planner, conducted a PowerPoint presentation, which was placed on file with the Clerk. The presentation highlighted the Vicinity Map, the Proposed Master Plan Map, the Regulatory Zone Map and the findings.

On motion by Commissioner Chairman Larkin, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that the findings be affirmed and that Master Plan Amendment Case Number MPA12-003 (Reno Technology Park) be adopted, subject to a determination by the Regional Planning Commission that the proposed amendment was in conformance with the Regional Plan, and that the Truckee Canyon Area Plan, a component of the Washoe County Master Plan be amended. The amendment request involved the re-designation of  $\pm 55.33$  acres on four parcels from Open Space (OS) to Rural (R) according to the maps and materials approved by the Planning Commission. If the Regional Planning Commission determined that the proposed amendment was in conformance with the comprehensive regional plan, then this adoption becomes final without further action by this Board.

## 12-892 AGENDA ITEM 23 - COMMUNITY SERVICES/COMMUNITY DEVELOPMENT

<u>Agenda Subject</u>: "Adopt Regulatory Zone Amendment Case Number RZA12-004 (Reno Technology Park) to amend the Truckee Canyon Regulatory Zone map and becoming effective immediately following the approval and adoption of MPA12-003 by the County Commission and conformance review of MPA12-003 by the Regional Planning Commission. The amendment will re-designate ±55.33-acres on four parcels from Open Space (OS) zoning to General Rural (GR) zoning and will redesignate ±374.56-acres on six parcels from Tourist Commercial (TC) zoning to General Commercial (GC) zoning. The property is located in the East Truckee Canyon north of I-80 freeway, directly north of the Tracy Power Plant. The subject property is located outside of the Truckee Meadows Services Area (TMSA) and within Sections 31 & 32, T20N, R22E, MDM, Washoe County, Nevada. The property is within Washoe County Commission District 4 and within the East Truckee Canyon Citizen Advisory Board boundary. (APN: 084-110-24; 084-110-28; 084-110-29; 084-110-30; 084-191-05; 084-191-06; 084-191-07; 084-191-08). (Commission District 4.)" The Chairman opened the public hearing by calling on anyone wishing to speak for or against adoption of Regulatory Zone Amendment Case Number RZA12-004. There being no response, the hearing was closed.

On motion by Chairman Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that after giving reasoned consideration to the information contained in the staff report and the information received during the public hearing and having made all the findings in accordance of the Washoe County Development Code Section 110.821.15, the proposed Regulatory Zone Amendment be adopted. It was further ordered that staff be directed to present a report on the Planning Commission's recommendation to the Washoe County Commission within 60 days of today's date. He noted that the findings were located on pages 10 and 11 of the staff report dated August 22, 2012.

## 12-893 AGENDA ITEM 27 – PUBLIC COMMENT

<u>Agenda Subject</u>: "Public Comment. Comment heard under this item will be limited to two 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 two minutes per person. Comments are to be made to the Commission as a whole."

There was no response to the call for public comment.

\* \* \* \* \* \* \* \* \*

**<u>6:25 p.m.</u>** There being no further business to discuss, on motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, the meeting was adjourned.

**ROBERT M. LARKIN**, Chairman Washoe County Commission

ATTEST:

**AMY HARVEY**, County Clerk and Clerk of the Board of County Commissioners

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

#### **INTERLOCAL AGREEMENT**

THIS AGREEMENT, (Agreement), is made and entered into this /// day of September 2012 by and between the Board of Regents of the Nevada System of Higher Education on behalf of Truckee Meadows Community College Police Department (TMCCPD), and the County of Washoe, a political subdivision of the State of Nevada, on behalf of the Washoe County Sheriff's Office (Washoe County or County).

WHEREAS Nevada Revised Statutes 277.080 through 277.180 authorize any one or more public agencies to contract with anyone or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform and authorizes the sharing of resources between public agencies; and

WHEREAS TMCCPD provides police services to maintain law and order and public safety primarily on the campuses of Truckee Meadows Community College, and Washoe County maintains and operates a Sheriff's Office to maintain law, order and public safety primarily in Washoe County; and

WHEREAS it is necessary and desirable that each of the parties should voluntarily assist each other in order to more efficiently and effectively maintain law, order and public safety, and for the purpose specifically stated below;

WHEREAS TMCCPD and the County enter into this Agreement for the purpose of optimizing the allocation of law enforcement and public safety resources and agree on the following terms and conditions:

- 1. <u>Purpose</u>: TMCCPD and Washoe County agree to provide mutual assistance in the event of any situation or circumstance which requires immediate law enforcement action or other emergency action, which may occur at any of the Nevada System of Higher Education buildings that fall under the jurisdiction of the TMCCPD.
  - a. These locations include the following properties:
    - Truckee Meadows Community College Main Campus: 7000 Dandini Boulevard Reno, NV 89512
    - Truckee Meadows Community College Meadowood Center: 5250 & 5270 Neil Road Reno, NV 89502
    - Truckee Meadows Community College IGT Applied Technology Center: 475 Edison Way Reno, NV 89502
    - Truckee Meadows Community College Nell J. Redfield Foundation Performing Arts Center: 505 Keystone Avenue Reno, NV 89503
    - Truckee Meadows Community College High Tech Center at Redfield: 18600 Wedge Parkway, Building B Reno, NV 89511
    - Desert Research Institute North: 2215 Raggio Parkway Reno, NV 89512
  - b. Washoe County Sheriff's SWAT Team (SWAT) may provide basic, intermediate, and advanced tactical responses to critical incidents, including hostage rescue, barricaded subjects, active shooters, and officer rescue at designated Truckee Meadows Community College properties.

- c. SWAT may also provide assistance in the service of any high risk felony warrant services, which fall within the parameters of Washoe County Sheriff's SWAT Team Policies and Procedures.
- 2. <u>Jurisdiction</u>: The Washoe County Sheriff may provide assistance as provided in this Agreement within the jurisdiction of TMCCPD.
  - a. In instances where SWAT is called upon by TMCCPD pursuant to this Agreement to respond to properties located within the jurisdictional boundaries of the City of Sparks or Reno, SWAT may call upon Law Enforcement agencies within the jurisdiction to assist in a joint tactical operation.
- 3. <u>Request Procedure</u>: County requests for service under this Agreement shall be made orally or in writing to the TMCCPD and TMCCPD requests shall be made orally or in writing to the Sheriff of Washoe County. Designated officials may appoint representatives to act for them when they are unavailable or circumstances warrant.
- 4. Voluntary Response: A party's response to any request for service under this Agreement is completely voluntary and there is no obligation to respond favorably to any request.

#### 5. <u>Liability and Indemnification</u>:

- a. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of any parties shall not be subject to punitive damages. To the extent applicable, actual damages for any breach shall be limited by NRS Chapter 41, including but not limited to NRS 41.031 and 41.035. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626 or applicable law. No party shall seek damages from any other party that exceed any state of Nevada tort cap limitations.
- b. Each party agrees to indemnify and hold harmless all other parties to this Agreement, their agents, employees (1) from and against any and all causes of action, demands, suits and other proceedings of whatsoever nature; (2) against all liability to others, including any liabilities of any cause of action whatsoever, and (3) against any loss, cost, expense and damage resulting therefrom, arising out of or involving any negligence, willful acts or misconduct on the part of that Party in the exercising of this Agreement.
- c. Each Party to this Agreement shall be entitled to separate legal representation at their own expense in any litigation which arises out of law enforcement activities conducted pursuant to this Agreement. However, the parties may, in a particular case, agree to allow legal counsel for one Party to defend the legal interest of any number of parties involved in the litigation.
- d. Each Party to this Agreement shall, as soon as practicable, provide oral and written notification to all parties regarding any claims or potential liability.

#### 6. Worker's Compensation and Liability Insurance:

- a. Worker's Compensation. Each Party to this Agreement shall be responsible for providing complete workers compensation coverage in accordance with the laws of its jurisdiction for only its own employees under the terms of this Agreement.
- b. Liability Insurance. The parties to this Agreement shall procure and maintain, during the term of this Agreement, General Liability Insurance or provide for their respective financial obligations through a program of self-insurance in compliance with the Nevada Revised Statutes Chapter 41. Each party may, at any time, request proof of such worker's compensation and liability insurance coverage, which proof of insurance or coverage shall be promptly provided to the other party.
- 7. <u>Ultimate Supervision</u>: Notwithstanding anything to the contrary in this Agreement, the employer of the officer, employee or agent (and the employer's supervisory law enforcement officials) shall have ultimate authority over its officers, employees and agents, including the authority to order such person back to his/her jurisdiction.
- 8. <u>On-the-scene Direction</u>: Subject to the ultimate supervisory authority of the employer over its personnel as provided in paragraph 7 above, this Agreement authorizes the highest ranking law enforcement official on duty or on the scene with jurisdiction over the lands where the incident occurs to be in charge of the incident, including the direction of all personnel and equipment provided by the responding party.
- 9. <u>Reports</u>: As soon as practicable after a law enforcement incident occurs under this Agreement, the parties shall exchange available officer reports relating to such activity. Nothing in this Agreement waives, limits, or removes confidentiality requirements required or authorized by applicable law.
- 10. <u>Subpoenas</u>: The parties agree that all judicial or administrative subpoenas issued at the request of one party required for law enforcement activities under this Agreement shall be honored. If allowed by law, any out-of-pocket expenses incurred by a party associated with compliance with such subpoenas shall be paid by the party responsible for issuance of the subpoena.
- 11. <u>No Compensation</u>: Neither party is required to compensate the other party for services rendered under this agreement. Each party agrees to use its own resources and equipment in responding to requests for service and each party shall be responsible for any costs or repairs associated with such resources and equipment.
- 12. <u>Firearms</u>: Law enforcement officers shall carry and use a firearm in accordance with their Agency's policies and procedures and in accordance with the policies and procedures of the Agency in whose jurisdiction an incident requiring service has occurred. Each party agrees to provide the other party with a copy of its firearm policies and procedures and to provide an orientation to the other party on such policies and procedures.

- 13. <u>Officer Involved Shootings</u>: The investigation of any law enforcement officer involved in a shooting that takes place while performing a service under this Agreement shall be the primary responsibility of the jurisdiction in which the incident occurred. Nothing in this Agreement prevents appropriate staff or personnel from the other jurisdiction from assisting in such investigation, conducting its own investigation or participating in a joint investigation.
- 14. <u>On-Duty Motor Vehicle Accidents</u>: Investigations of law enforcement officers whose vehicles are involved in a traffic collision while engaged in service under this Agreement shall be conducted in accordance with the Traffic Collision Response and Reporting, *Reporting Situations*," attached hereto as Exhibit 1.
- 15. <u>Injuries Sustained on Duty</u>: If a law enforcement officer is injured while performing duties under this Agreement, the employing Agency's procedure for on-duty injuries should be followed.
- 16. <u>Complaints</u>: Any complaint alleging misconduct by personnel performing law enforcement activities pursuant to this Agreement will be investigated by the party who employs such personnel.
- 17. <u>Vehicular Pursuits</u>: The parties shall abide by the written policy on vehicular pursuits that governs their Agency.
- 18. <u>Equipment</u>: Each Party to this Agreement shall be responsible for the provision, maintenance, disposition and repair of all equipment, material, and supplies owned by that Party, including, but not limited to, mileage costs, depreciation, damage, or destruction. Upon any termination of this Agreement, all property not owned by the terminating Party which is in its custody or possession shall be immediately returned to the Party owning the property or to the Party otherwise entitled to possession of the property.
- 19. <u>Termination</u>:
  - a. Except as otherwise provided by laws governing the parties to this Agreement, and subject to the termination provisions of subparagraph b below, this Agreement shall become effective immediately upon execution by all entities identified as parties.
  - b. This agreement may be voluntarily terminated in whole or in part by any Party upon written notice and delivery to all other parties not less than 30 days in advance of the contemplated termination.
  - c. This agreement terminates 48 months from the effective date unless otherwise terminated as provided herein. Furthermore if the governing body of either party fails to obligate any funds necessary to carry out obligations created under this Agreement beyond that party's then current fiscal year, this Agreement shall terminate without charge, penalty, or sanction.

20. <u>Notice</u>: All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, or telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth herein.

Attn: Finance and Administrative Services Truckee Meadows Community College 7000 Dandini Boulevard, SIER 202D Reno, NV 89512

Washoe County Sheriff's Office Attn: SWAT Commander P.O. Box 11130 Reno, NV 89520

r.

- 21. <u>Reservation of Rights</u>: Notwithstanding anything to the contrary, the parties to this Agreement reserve all of their statutory and inherent rights and nothing in this Agreement waives their sovereignty.
- 22. <u>Amendments:</u> This Agreement contains all of the provisions agreed to by the parties and no amendments to the Agreement are valid unless agreed to in writing by TMCCPD and the Chairman of the Board of County Commissioners of Washoe County.
- 23. <u>Severability</u>. Nothing in this Agreement is intended to conflict with current law, regulation, policies or guidelines of the Nevada Statewide Gang Intelligence System or SRA requirements. If any provision contained in this Agreement is held to be inconsistent or unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.
- 24. <u>No Third Party Rights</u>. The parties expressly disclaim the creation of any right in any third party whatsoever under this Agreement. There are no third-party beneficiaries. The only persons who may enforce this Agreement and any rights under this Agreement are the parties herein.
- 25. <u>Counterparts</u>. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 26. <u>Proper Authority</u>. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to perform the services set forth in this Agreement.
- 27. <u>Entire Agreement And Modification</u>: This Agreement and its integrated attachment(s) and documents incorporated by reference, constitute the entire agreement of the parties and such are intended as a complete and exclusive statement

of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement.

- 28. Asset Forfeitures Proceedings: In the event of any asset forfeiture proceedings arising out of activity fostered by this Agreement, the parties shall receive an equitable share of forfeiture proceeds based upon the relative manpower and equipment contributions of such parties.
- 29. Investigations: In the event an internal investigation is instituted to examine the activities of any officer performing duties under the terms of this Agreement, the agency regularly employing that officer shall fully cooperate with the Party conducting the investigation and the investigating Party shall provide the results of such investigation to the Party which regularly employs the officers who were the subject of the investigation.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and in the year first above.

BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION ON BEHALF OF TRUCKEE MEADOWS COMMUNITY COLLEGE

Dr. Maria C. Sheehan, President TMCC

Randy Flocchini, Chief of Police

**TMCC** Police Department

WASHOE COUNTY

Chairperson Board of County Commissioners

Mighael Haley, Sheriff

Washoe County Sheriff's Office

Atte A. Chief Dyputz

Washoe County Clerk



Policy Manual

## Traffic Collision Response And Reporting

#### 502.1 PURPOSE AND SCOPE

The public safety responsibilities of law enforcement include responding to traffic collisions, providing aid and assistance, documentation of the incident and identification of criminal activity.

The Washoe County Sheriff's Office prepares traffic collision reports in compliance with NRS Chapter 484 and as a public service may make traffic collision reports available to the community.

#### 502.2 CALL RESPONSE

Deputies shall respond without delay when dispatched to a traffic collision. A traffic collision with injuries reported or unknown injuries may include an emergency call response, if the deputy reasonably believes such a response is appropriate.

#### 502.2.1 RESPONSE CONSIDERATIONS

A deputy responding to and upon arrival at a collision, should consider the following:

- (a) The most appropriate route to the incident.
- (b) Proper placement of the emergency vehicle to provide protection for deputies and the scene.
- (c) Potential for involvement of hazardous materials.
- (d) Additional support that may be necessary (e.g., traffic control, medical aid, HazMat, ambulance and tow vehicles).
- (e) Provide first aid to any injured parties if it can be done safely, obtain medical assistance as necessary.
- (f) Provision of traffic control and protection of the scene.
- (g) Clearance of roadway.

#### 502.3 COLLISION INVESTIGATION

Investigation of traffic collisions should include, as a minimum:

- (a) Identification and interview of all involved parties.
- (b) Identification and interview of any witnesses.
- (c) Determination if any crime has occurred and taking appropriate enforcement action.
- (d) Identify and protect items of apparent evidentiary value.
- (e) Documentation of the incident as necessary (e.g., statements, measurements, photographs collection of evidence and reporting) on appropriate report forms.

## 502.4 TAKING ENFORCEMENT ACTION

Deputies typically cannot make an arrest for a misdemeanor which did not occur in their presence. After a thorough investigation, in which physical evidence or independent witness

## Washoe County Sheriff's Office

Policy Manual

#### Traffic Collision Response And Reporting

× , .

statements indicate a violation of Nevada law which led to the accident; deputies may issue a misdemeanor citation to the offending driver (NRS 484.801).

Accidents involving more serious violations shall be enforced immediately. If a driver subject to enforcement is admitted to a hospital, the Deputy shall determine the best enforcement option and may advise a supervisor based on the facts and circumstances present.

#### 502.5 TRAFFIC COLLISION REPORTING

All traffic collision reports taken by members of this office shall be forwarded to the Shift Sergeant for approval and data entry into the Records Management System. The Traffic Sergeant or designee will be responsible for:

- (a) Monthly and quarterly reports on traffic collision statistics to be forwarded to the Operations Division Commander or other persons as required.
- (b) Traffic accident reports are automatically, electronically forwarded to the Department of Public Safety following approval. (NRS 484E.110(1)).

#### 502.5.1 MODIFICATIONS TO TRAFFIC COLLISION REPORTS

A change or modification of a written report prepared by a peace officer that alters a material fact in the report may be made only by the peace officer who prepared the report. A written supplemental report may be made by any authorized employee.

#### 502.6 REPORTING SITUATIONS

#### 502.6.1 TRAFFIC COLLISIONS INVOLVING OFFICE VEHICLES

Traffic collision investigation reports shall be taken when an Office vehicle is involved in a traffic collision upon a roadway or highway wherein any damage or injury results. A general information report may be taken in lieu of a traffic collision report at the direction of a supervisor when the collision occurs on private property or does not involve another vehicle. Whenever there is damage to a County vehicle, a Vehicle Damage Report shall be completed and forwarded to the appropriate Division Captain/Manager.

Photographs of the collision scene and vehicle damage will be taken.

#### 502.6.2 TRAFFIC COLLISIONS WITH SHERIFF'S DEPARTMENT EMPLOYEES

When an employee of this office, either on- or off-duty, is involved in a traffic collision within the jurisdiction of the Washoe County Sheriff's Office resulting in a serious injury or fatality, the Traffic Sergeant or the Watch Commander, may notify the Nevada Highway Patrol or other outside agency for assistance.

## 502.6.3 TRAFFIC COLLISIONS WITH OTHER COUNTY EMPLOYEES OR OFFICIALS

The Traffic Sergeant or Watch Commander may request assistance from an appropriate outside agency to investigate any traffic collision involving any County official or employee where a serious injury or fatality has occurred.

#### 502.7 NOTIFICATION OF TRAFFIC DIVISION SUPERVISION

In the event of a serious injury or death related traffic collision, the Watch Commander shall notify the MAIT Commander to relate the circumstances of the traffic collision and seek assistance from the MAIT Team.

## Washoe County Sheriff's Office

Policy Manual

Traffic Collision Response And Reporting

ه د د ک

#### 502.8 REPORTING CONFORMITY RESPONSIBILITY

The Traffic Sergeant will be responsible for distribution of the Collision Investigation Manual. The Traffic Sergeant will receive all changes in the state manual and ensure conformity with this policy. All collision reporting shall be made on forms approved by the Department of Public Safety (NRS 484.120). Board of Regents of the Nevada System of Higher Education

## VETERINARY CLINICAL AFFILIATION AGREEMENT

Clinical Education Affiliation Agreement for Placement of Students at Veterinary Center ("Agreement")

The Board of Regents of the Nevada System of Higher Education on behalf of Truckee Meadows Community College, Department of Veterinary Technology ("School") 7000 Dandini Blvd. SIER 202D, Reno, NV 89512 and County of Washoe on behalf of the Washoe County Sheriff's Office, Regional Animal Services Center("Center").

#### WITNESSETH:

1

WHEREAS, the School is conducting an education program and desires to obtain clinical experiences for its students enrolled in the Veterinary Technology Program.

WHEREAS, the Center has the facilities and is willing to provide clinical affiliation and internship experience at the Center for students enrolled in the School; and

WHEREAS, the School and the Center have the following common objectives: (1) provide clinical experience in terms of patient care and related instruction for the students of the school; (2) to improve the overall educational program of the School by providing students with opportunities for learning experiences that will result in advanced levels of performance; (3) to increase expertise and contacts between academic programs and clinical facilities; (4) to establish and operate a clinical education program.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and representations contained herein, the parties agree as follows:

#### **1. General Information**

A. Students and instructors from the Veterinary Technician Program may be on the premises of the Center for classes taught by full time or part time instructors employed by School. Students from the program may also be on the premises of the Center without the presence of an instructor so long as the student is accompanied by a Center employee and the purpose of the student's presence is to shadow the on-site licensed veterinary technician in conjunction with the class known as "VETT266, Directed Clinical Practice." The term "Clinical Education Program" as used in this Agreement refers to any of these situations.

B. The period of time for each student's clinical education will be determined by School before the beginning of the fall and spring semester, and the School shall coordinate in advance with the Center.

C. The Center will not teach the students, verify student attendance, certify the students nor supervise their work in any manner. Center's employees may be shadowed by students, as prearranged, but the Center is not expected to nor will provide supervision, instruction, verification or certification. School alone is responsible for all such matters.

#### 2. Responsibilities of the School

A. The School will assign to the Center only those students who have satisfactorily completed the prerequisite curriculum.

B. The School will designate an academic faculty member to supervise the program and coordinate the activities of the students with a designee of the Center.

C. The School may designate other academic faculty members who shall be responsible for the supervision and the coordination of other clinical learning experiences at the Center as coordinated with the Center. If an instructor is planning on holding a lab at the Center, the time and details will be arranged in advance so both parties agree.

D. The School shall provide all appropriate insurance coverage for its instructors and the students, including at a minimum professional liability insurance coverage. The limits of the professional liability will be \$1,000,000 and \$3,000,000 covering the instructors, students and the School.

E. The School will establish the method of and shall be solely responsible for the evaluation of the quality of student performance in clinical learning experiences at the Center.

F. The School will alone be responsible for assigning School grades for the clinical performance of each student based on their quality of performance.

G. The School will instruct the students on how to represent themselves at the Center Said responsibilities are outlined in the class Syllabus signed by the student. Attachment A.

H. The School will instruct students on the issues pertaining to practice management including confidentiality of all patient records per veterinary standard protocol and NRS 239.

I. Where applicable, the School shall abide by established standards of the American Veterinary Medical Association-Committee for Veterinary Technician Education and Activities (AVMA-CVTEA) and other applicable federal and state laws and regulations.

#### 3. Responsibility of the Center

- A. The Center will abide by the laws and regulations of the Nevada Veterinary Medical Board of Examiners.
- B. The Center will cooperate with School Veterinary Instructors by providing opportunities for a program of clinical experience as well as by providing access to the Center's surgery area, surgical instruments and equipment, laboratory equipment and some drugs used in surgery, so long as School-related surgery events at the Center are supervised on site by a School instructor.
- C. The Center shall, upon a reasonable request, permit veterinary technician students enrolled in the School program to visit the clinical facilities, services available for clinical experiences, and other such items pertaining to the Clinical Education Program by the School or agencies charged with the responsibilities for accreditation of the program.
- D. The Center will allow students to shadow the licensed veterinary technicians at the Center

who are graduates of AVMA accredited technician programs so the students can observe the duties of a LVT in this type of facility.

E. The Center reserves the right and power to deny access to, and to remove from the Center, anyone associated with School in the event conduct or personal characteristics, including without limitation health status, seriously interfere with the Center's purpose or daily functioning or desirable relationships between the parties.

F. If an injury to the student occurs while the student is at the Center, the Center will report the injury to the Veterinary Technician Program Coordinator as soon as possible (775-850-4007). The parties shall promptly exchange incident reports.

G. Center shall provide School with proof of the insurance as described below. TMCC's insurance policies shall apply on a primary basis for any action arising out of or associated with this Agreement. Center shall provide the other party with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during this Agreement, an insurer or surety fails to comply with the requirements of this Agreement, then this agreement shall be automatically suspended or terminated until insurance coverage is provided.

- i. Center shall provide proof of workers' compensation insurance as required by NRS 616B.627. This insurance shall not provide for coverage for the student(s) placed under this agreement unless otherwise required by law.
- ii. Commercial General Liability Insurance shall be provided by the Center in the following amounts:
  - a. Minimum limits required:
    \$1,000,000 General Aggregate
    \$1,000,000 Products & Completed Operations Aggregate
    \$1,000,000 Personal and Advertising Injury \$1,000,000 Each Occurrence
  - b. Coverage shall be on an occurrence basis and shall be at least as broad as ISO 2001 form CG 00 0110 01 and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, and liability assumed under contract.
- iii. Business Automobile Liability Insurance shall be provided by Center in the following amounts (only required if the Center treats large animals):
  - a. Minimum limit required: \$5,000,000 combined single limit per occurrence for bodily injury and property damage.
  - b. Coverage shall include owned, non-owned, and hired vehicles.
  - c. Coverage shall be written on ISO form CA 00 0110 01 or a substitute providing equal or broader liability coverage.
- iv. Professional Liability/Errors & Omissions Insurance shall be maintained in the following amounts.
  - a. Minimum limit required: \$1,000,000 per Claim.

- b. Minimum limit required: \$3,000,000 Annual Aggregate.
- c. Discovery period: 3 years after termination of Agreement.
- d. A certified copy of this policy is required.
- e. The insurance of this subparagraph shall not insure for the errors and omissions of the student(s) placed under this agreement unless otherwise required by the Center.
- v. Umbrella or Excess Liability Insurance may be used to achieve the above minimum liability limits and shall be endorsed to state it is "As Broad as Primary Policies."
- vi. General Requirements:

3

- a. Approved Insurer: Each insurance policy shall be insured by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and currently rated by AM. Best as "A- IX" or better.
- b. Evidence of insurance prior to the start of any placements
  - I. Certificate of insurance: The Accord 25 Certification of Insurance form or a form substantially similar must be submitted to School to evidence the insurance policies and coverages required of Center.
  - II. Policy Cancellation Endorsement: Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to specify that without sixty (60) days prior written notice to School the policy shall not be cancelled, non-renewed, or coverage and/or limits reduced or materially altered and shall provide that notices required by this paragraph shall be sent by certified mail to the address specified herein. A copy of this signed endorsement must be attached to the Certificate of Insurance.
- vii. Center may satisfy any and all of the above insurance requirements with a formal program of self-insurance and commercial insurance.

#### 4. Responsibility of the Student

A. The student is responsible for having, in force, the appropriate health insurance and completing the prerequisite health requirements established by the School and Center.

B. Students are to be appropriately attired and prepared-this includes wearing freshly laundered scrubs the student has purchased for participation in the Veterinary Technician Program.

C. The student is responsible for reporting to the Center on time and following all established regulations during the regularly scheduled operating hours of the Center.

D. The student will not submit for publication any material relating to the clinical education experience without prior written approval of the Center and the School.

E. The student will be responsible for maintaining and protecting the confidentiality of all patient records per veterinary standard protocol and NRS 239 Public Records.

F. If the student is injured in any manner while in the Center, the student is to report the incident to the Center management as soon as possible.

#### 5. Miscellaneous

ī.

,

.

A. Students shall at all times be subject to the Center's policies and regulations concerning the Center's operating, and administrative and procedural functions.

B. The School and the Center mutually agree not to discriminate on the basis of race, color, creed, age, national origin, sex or disability.

#### 6. Indemnification

A. To the extent limited in accordance with NRS4 41.0305 to NRS 41.039, the Board of Regents of the Nevada System of Higher Education on behalf of Truckee Meadows Community College shall indemnify, defend, and hold harmless the Center from and against any and all liabilities, claims, losses, lawsuit, judgments and/or expenses, including attorney fees, arising either directly or indirectly from

any act or failure to act by the Board of Regents of the Nevada System of Higher Education on behalf of Truckee Meadows Community College or any of its officers or employees, which may occur during or which may arise out of the performance of this Agreement. The Board of Regents of the Nevada System of Higher Education on behalf of Truckee Meadows Community College will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. The Board of Regents of the Nevada System of Higher Education on behalf of Truckee Meadows Community College's indemnity obligation for actions sounding tort is limited in accordance with the provision of NRS 41.035 to 75,000.00 per cause of action.

B. To the extent limited in accordance with NRS4 41.0305 to NRS 41.039, the Center shall indemnify, defend, and hold harmless, TMCC, its officers, employees, and agents from and against any and all liabilities, claims, losses, *costs*, or expenses to the person or property of another, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by the Center or any of its officers or employees which may occur during or which may arise out of the performance of this Agreement.

#### 7. Modification

Amendments to this Agreement may be made only upon mutual consent in writing. No Amendments or modification will have effect unless and until it is written and executed by the parties hereto.

#### 8. Termination

This Agreement may be terminated by either the School or by the Center for its convenience, upon thirty (30) days written notice.

#### 9. Terms of Agreement

This Agreement is for a period of three (3) years starting on date agreement is fully executed. This agreement shall be interpreted by the laws of the state of Nevada. The venue for any disputes under this agreement shall be in Washoe County, Nevada.

#### 10. Notice

Any notice to either party hereunder must be in writing signed by the party giving it and shall be deemed given when mailed postage prepaid by U.S. Postal Service first class, certified or express mail, or other overnight mail service, or hand delivered, when addressed as follows:

To School:	Truckee Meadows Community College Copy to: Truckee Meadows Community College
	Finance and Administrative Services
	7000 Dandini Blvd., Sierra 202-L
	Reno, NV 89512
To Center:	Manager Regional Animal Services
	2825 Longley Lane, Suite A
	Reno, NV 89502

or to such other addressee as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Board of Regents of the Nevada System of Higher Education on behalf of Truckee Meadows Community College

By:

Dr.Maria Sheehan. President

8-23-12

Date

Washoe County on behalf of the Sheriff's Office, Regional Animal Services

By:

Robert M. Larkin, Chair Washoe County Commission

TMCC is an EEO/AA (equal opportunity/affirmative action) institution and does not discriminate on the basis of sex, age, race, color, religion disability, national origin or sexual orientation in the programs or activities which it operates.

WHEREAS, NRS 244.1505 provides that a board of county commissioners may expend money for any purpose which will provide a substantial benefit to the inhabitants of the county and that a board may make a grant of money to a private organization, not for profit, to be expended for a selected purpose; and

WHEREAS, the Board of Commissioners of Washoe County has determined that a certain amount of money is available for fiscal year 2012-2013 for community support grants, which grants will provide a substantial benefit to the inhabitants of Washoe County and which are made to private nonprofit organizations; now, therefore, be it

RESOLVED, by the Board of Commissioners of Washoe County that:

- 1. The Board hereby grants to the Food Bank of Northern Nevada, Inc., a private, nonprofit organization, a grant for fiscal year 2012-2013 in the amount of \$28,425 (Community Support).
- 2. The purpose of the grant is to provide food support services for Washoe County nonprofit agencies and the clients they serve.
- 3. The maximum amount to be expended from the grant and the conditions and limitations upon the grant are set forth in the Grant Program Contract.

Robert M. Larkin, Chairman Washoe County Commission

ATTEST: L.O.C. Chief Dyputz

WHEREAS, NRS 244.1505 provides that a board of county commissioners may expend money for any purpose which will provide a substantial benefit to the inhabitants of the county and that a board may make a grant of money to a private organization, not for profit, to be expended for a selected purpose; and

WHEREAS, the Board of Commissioners of Washoe County has determined that a certain amount of money is available for fiscal year 2012-2013 for community support grants, which grants will provide a substantial benefit to the inhabitants of Washoe County and which are made to private nonprofit organizations; now, therefore, be it

RESOLVED, by the Board of Commissioners of Washoe County that:

- 1. The Board hereby grants to Family Promise a private, nonprofit organization, a grant for fiscal year 2012-2013in the amount of \$14,254 (Community Support).
- 2. The purpose of the grant is to provide transitional shelter and comprehensive assistance for homeless families in the Truckee Meadows.
- 3. The maximum amount to be expended from the grant and the conditions and limitations upon the grant are set forth in the Grant Program Contract.

Robert M. Larkin, Chairman Washoe County Commission

ATTEST: S. 1 Ct, chief Dup why

WHEREAS, NRS 244.1505 provides that a board of county commissioners may expend money for any purpose which will provide a substantial benefit to the inhabitants of the county and that a board may make a grant of money to a private organization, not for profit, to be expended for a selected purpose; and

WHEREAS, the Board of Commissioners of Washoe County has determined that a certain amount of money is available for fiscal year 2012-2013 for community support grants, which grants will provide a substantial benefit to the inhabitants of Washoe County and which are made to private nonprofit organizations; now, therefore, be it

RESOLVED, by the Board of Commissioners of Washoe County that:

- 1. The Board hereby grants to Catholic Charities of Northern Nevada Kids to Senior Korner a private, nonprofit organization, a grant for fiscal year 2012-2013 in the amount of \$14,920 (Community Support).
- 2. The purpose of the grant is to provide support for the Kids to Senior Korner program that provides onsite healthcare and social services. Kids to Senior Korner links vulnerable children, families and seniors with direct services and community resources to increase their quality of life.
- 3. The maximum amount to be expended from the grant is \$7,486.

Robert M. Larkin, Chairman Washoe County Commission

Toney L. M.A. Chey Deputy

WHEREAS, NRS 244.1505 provides that a board of county commissioners may expend money for any purpose which will provide a substantial benefit to the inhabitants of the county and that a board may make a grant of money to a private organization, not for profit, to be expended for a selected purpose; and

WHEREAS, the Board of Commissioners of Washoe County has determined that a certain amount of money is available for fiscal year 2012-2013 for community support grants, which grants will provide a substantial benefit to the inhabitants of Washoe County and which are made to private nonprofit organizations; now, therefore, be it

RESOLVED, by the Board of Commissioners of Washoe County that:

- 1. The Board hereby grants to Crisis Call Center a private, nonprofit organization, a grant for fiscal year 2012-2013 in the amount of \$22,920 (Community Support).
- 2. The purpose of the grant is to provide a crisis call line 24 hours a day, 7 days a week to Truckee Meadows residents.
- 3. The maximum amount to be expended from the grant and the conditions and limitations upon the grant are set forth in the Grant Program Contract.

Robert M. Larkin, Chairman Washoe County Commission

ATTEST: (A chief Dyoutz

WHEREAS, NRS 244.1505 provides that a board of county commissioners may expend money for any purpose which will provide a substantial benefit to the inhabitants of the county and that a board may make a grant of money to a private organization, not for profit, to be expended for a selected purpose; and

WHEREAS, the Board of Commissioners of Washoe County has determined that a certain amount of money is available for fiscal year 2012-2013 for community support grants, which grants will provide a substantial benefit to the inhabitants of Washoe County and which are made to private nonprofit organizations; now, therefore, be it

RESOLVED, by the Board of Commissioners of Washoe County that:

- 1. The Board hereby grants to Committee to Aid Abused Women (CAAW), a private nonprofit organization, a grant for fiscal year 2012-2013 in the amount of \$19,310 (Community Support).
- 2. The purpose of the grant is to provide support for the CAAW's residential services program which helps domestic violence victims by providing basic needs such as emergency shelter, transitional housing, food, clothing, transportation, support services and case management.
- 3. The maximum amount to be expended from the grant and the conditions and limitations upon the grant are set forth in the Grant Program Contract.

Robert M. Larkin, Chairman Washoe County Commission

ATTEST: Kt chief Deputz