

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

TUESDAY

10:00 A.M.

DECEMBER 11, 2012

PRESENT:

Robert Larkin, Chairman
Bonnie Weber, Vice Chairperson
John Breternitz, Commissioner
Kitty Jung, Commissioner
David Humke, Commissioner

Nancy Parent, Chief Deputy Clerk (10:05 a.m. - 4:50 p.m.)

Amy Harvey, County Clerk (5:22 p.m. – 8:01p.m.)

Katy Simon, County Manager

Paul Lipparelli, Legal Counsel

The Washoe County Board of Commissioners convened at 10:05 a.m. in regular session in the Commission Chambers of the Washoe County Administration Complex, 1001 East Ninth Street, Reno, Nevada. Following the Pledge of Allegiance to the flag of our Country, the Chief Deputy Clerk called the roll and the Board conducted the following business:

12-1099 AGENDA ITEM 3 – PUBLIC COMMENT

Agenda Subject: “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.”

Christopher Corbett explained that the People Against the National Defense Authorization Act (PANDA) was a grassroots organization seeking the nullification of the National Defense Authorization (NDAA). A copy of his comments was placed on file with the Clerk.

Bruce Arkell said he was speaking about Agenda Item 20. He stated even with the supplemental funds the Board provided; Senior Services’ budget had gone down \$1 million over the last few years. He said the senior population below the poverty level would increase over 300 percent the over next the three years and for seniors over 85-years old the level would be up over 1,000 percent, which was huge. He stated seniors were not totally being served in spite of the County’s and the State’s efforts. He said additional support was needed to provide services to seniors, and he urged Item 20 be approved.

Donna Clontz said Agenda Item 20 was regarding the Governmental Services Tax (GST). She said even though the ballot question had many strings attached, 70,000 Washoe County residents voted in favor of implementing the GST to be used for seniors and other County needs. She urged the Commissioners to pass the ordinance, which would place the GST back in play. A copy of a statement from Steve Jacobs in support of the GST ordinance was placed on file with the Clerk.

Jill Andrea said she supported using the funding from Agenda Item 20 for senior services. She stated many seniors now found themselves disenfranchised from life through the loss of jobs, homes, and pensions. She said seniors needed the support the County could give them with a positive vote on Agenda Item 20.

Connie McMullen thanked Commissioner Breternitz and Chairman Larkin for their service, as well as the County Manager and Paul Lipparelli, Legal Counsel. She said she supported Agenda Item 20. She stated a Texas magazine article said Northern Nevada was a great place to retire, but the article did not indicate there was little in the way of support services available should retirees need them. She stated the need continued to grow and only 8 percent of the population was being reached, and that number was probably going down due to the growing need. She requested Senior Services be a part of any discussion regarding Agenda Item 20.

Sam Dehne congratulated Mills Lane on being inducted into the International Boxing Hall of Fame, and he discussed why Dr. Ed Dehne should also be inducted into it.

Barb Deavers stated she supported Agenda Item 20. She thanked the Commissioner for their past support of seniors, but said more work needed to be done. She said the gray tsunami had already started, and it would get more intense over the next 15 to 20 years. She said seniors were currently on waiting lists to obtain services, which could not currently be provided, while more seniors would be looking for those services in the future. She asked the Commissioners to make seniors one of their top priorities.

12-1100 AGENDA ITEM 4 – ANNOUNCEMENTS

Agenda Subject: “Commissioners’/Manager’s Announcements, Requests for Information, Topics for Future Agendas, Statements Relating to Items Not on the Agenda and any ideas and suggestions for greater efficiency, cost effectiveness and innovation in County government. (No discussion among Commissioners will take place on this item.)”

Katy Simon, County Manager, said Agenda Item 10K(3), Collective Bargaining Agreement with the Washoe County Public Attorneys Association (WCPAA) and Agenda Item 21, acquisition of a warehouse on 2301 Valley Road, were pulled. She stated Agenda Item 8, Resolution honoring Dr. Marlene Rebori, was being moved to 5:15 p.m.

Commissioner Jung stated the Legislature directed all counties create a puppy-mill ordinance, and she requested that item be put on the next available agenda. She said even though she understood the Commission did not have any influence over federal law, she asked when a resolution supporting abolishment of the National Defense Authorization Act (NDAA) would come before the Board.

Commissioner Weber noted the Nevada Association of Counties (NACO) held its annual conference in Carson City last month. She said out of the 75 commissioners in Nevada, more than 20 of them were leaving including Chairman Larkin and Commissioner Breternitz. She said after the conference, Commissioner Humke and Commissioner-elect Berkgigler and five Reno City Councilmembers attended a Local Government Summit.

Commissioner Weber said she was honored to represent Nevada at the National Association of Counties (NACo), and this fall's Board meeting was held in Memphis, Tennessee. She stated NACo had a new Executive Director, Matthew Chase.

Later in the meeting, Katy Simon, County Manager, thanked the team who decorated the Commission Chambers and also Amy Harvey, Washoe County Clerk, for decorating the lobby and issuing the food drive challenge.

Ms. Simon noted Kathy Carpenter, Senior Services, received the Double Life Caregiver Award from the Nevada Caregiver Coalition, which recognized individuals who worked hard and then went home to provide care to a family member. She said 45 people were recognized in November and six were selected for special recognition, one of which was Ms. Carpenter. She stated Ms. Carpenter was a great representative of Washoe County, and she congratulated her on receiving that award.

12-1101 AGENDA ITEM 10L(1) – SHERIFF

Agenda Subject: “Accept donation [\$1,000] to the Washoe County Sheriff’s Office from Wells Fargo Bank and Robert Gailor, Citizen Corps Program, CERT volunteer; and authorize Finance to make the appropriate budget adjustments. (All Commission Districts.)”

Bob Gailor, Wells Fargo Bank Armed Services Division Security Site Supervisor, said every year Wells Fargo’s employees logged how many hours they volunteered. He stated Wells Fargo asked the volunteers to submit names to the donation program at the end of the year, which 500 people did. He said he was one of the top six volunteers and was awarded \$1,000, which he was presenting to the Sheriff’s Office. He said it was a great honor to be able to donate the \$1,000 to help the Citizen Corps Program (CCP).

Betsy Hamilton, Sheriff’s Office CCP Coordinator, expressed the Sheriff’s gratitude for Mr. Gailor’s work with the CCP. She said the CCP was very grateful for this donation.

Commissioner Jung thanked Mr. Gailor and Wells Fargo Bank for this donation, because every penny counted.

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 10L(1) be accepted and authorized.

10:30 a.m. Commissioner Humke left the meeting.

12-1102 AGENDA ITEM 5

Agenda Subject: “Presentation of Appreciation to Washoe County Commission Chairman Robert M. Larkin.”

Katy Simon, County Manager, said the last eight years had been very difficult, but they were made less so because of Chairman Larkin’s leadership. She discussed Chairman Larkin’s achievements during his time as a Commissioner, and presented him with an award and a photograph of some of the County’s department heads and staff members he worked with.

Chairman Larkin said he was pleased his fellow Commissioners voted him to be Chairman four times, and he appreciated the picture and the award. He thanked the residents of Washoe County and his colleagues for a great run over the last eight years. He stated he got everything done he intended to do, and then some, because of the efforts of the Commission and the Manager. He said Ms. Simon was the finest Manager he served under as an elected official.

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

12-1103 AGENDA ITEM 6

Agenda Subject: “Presentation of Appreciation to Washoe County Commissioner John Breternitz.”

Katy Simon, County Manager, said staff was aware of how important it was to Commissioner Breternitz that the County had long-term financial sustainability. She stated Commissioner Breternitz helped steer the County through some difficult times, and she discussed his achievements as a Commissioner. She presented him with an award and a photograph of some of the County’s department heads and staff members he had worked with.

Commissioner Breternitz thanked his wife Chris and his fellow Commissioners for their support. He said it took three votes to do anything, which was sometimes a challenge for him. He believed the Commission, during his four years as a

Commissioner, did a good job and got a lot of important things done that would affect the community for a number of years. He stated Ms. Simon was an unbelievably accomplished and perceptive county manager. He said when he was asked what the biggest surprise was when he became an elected official, he always responded it was staff's support and their willingness to go the extra mile. He said it had been a great experience and one he would never regret, and he wished good fortune to the newly elected Commissioners.

10:45 a.m. Commissioner Humke returned.

In response to the call for public comment, Sam Dehne said Chairman Larkin and Commissioner Breternitz had done a good job conducting the meetings in a citizen-friendly manner, with the exception of the two-minutes allowed for public comment.

Commissioner Humke said Chairman Larkin made this a well-functioning Board, and his input had always been extremely strong. He said he appreciated that both Chairman Larkin and Commissioner Breternitz had steel backbones, because that was what was needed in politics. He said he would miss both of them, and he thanked them for their service.

Commissioner Jung said she had grown close to Commissioner Breternitz and Chairman Larkin, and she was sad to see them leave. She stated they had been part of a very good team and, even though everyone did not always agree, they were willing to leave those disagreements at the table.

Commissioner Weber said she was glad Chairman Larkin and Commissioner Breternitz had been part of the team. She stated they both had given so much to the community and to the County. She said while attending the National Association of Counties (NACo) conference, the attendee's toured Graceland. She presented Chairman Larkin and Commissioner Breternitz each with an Elvis in Blue Hawaii Mr. Potato Head.

Chairman Larkin stated he would miss everyone. Commissioner Breternitz said it had been a great time, which he would always remember.

There was no action taken on this item.

12-1104 AGENDA ITEM 7 - RESOLUTION

Agenda Subject: "Resolution--Honoring Boeing as an "outstanding corporate citizen" for its work in cleaning up the former Nevada Field Laboratory site. (Requested by Chairman Larkin)"

Chairman Larkin read and presented the Resolution to Steve Shestag, Boeing Project Manager, for cleaning up Rocketdyne's Nevada Field Laboratory site in

the Warm Springs area. He said Rocketdyne had the exclusive contract for production of booster rockets for the space program, which resulted in some toxic sites. He stated five areas required remediation and mitigation, and Area C was being released as a remediation and mitigation site by the Nevada Division of Environmental Protection with a “no further action” determination.

Commissioner Weber said she was aware Rocketdyne had been located in the Warm Springs area, but she had no idea about the amount of cleanup being done, and she thanked Mr. Shestag very much.

Mr. Shestag thanked the Commissioners for this great honor, which he was pleased to accept. He also thanked the residents of Warm Springs, because the cleanup could not have been done without their support. He especially thanked Bob Sack, Health District-Environmental Health Services Division Director, for his support. He also thanked the local contractors who helped in the cleanup and Chairman Larkin for his support. He said the lessons learned here were being used in other sites across the country, and it was expected there would be similar successes due to what was learned here.

There was no public comment on this item.

On motion by Chairman Larkin, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 7 be adopted. The Resolution for same is attached hereto and made a part of the minutes thereof.

12-1105 AGENDA ITEM 9 – HUMAN RESOURCES

Agenda Subject: “Presentation of Excellence in Public Service Certificates honoring the following Washoe County employees who have completed essential employee development courses.”

Katy Simon, County Manager, recognized the following employees for successful completion of the Excellence in Public Service Certificate Programs administered by the Human Resources Department:

Essentials of Personal Effectiveness

Graciela Flores, Health District

Merlin Jackson, WCSO Animal Services

Dr. Joseph Iser, District Health Officer, said he was pleased the program was in place for employees to be able to participate. He stated he was grateful for Ms. Flores accomplishments.

**CONSENT ITEMS 10A THROUGH 10K(2) AND 10L(2)
THROUGH 10L(4)**

12-1106 AGENDA ITEM 10A

Agenda Subject: “Approve minutes for the Board of County Commissioners' meetings for October 23 and November 13, 2012.”

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 10A be approved.

12-1107 AGENDA ITEM 10B – ASSESSOR

Agenda Subject: “Approve roll change requests, pursuant to NRS 361.768 and NRS 361.765, for errors discovered for the 2012/2013 secured tax rolls; authorize Chairman to execute order and direct the Washoe County Treasurer to correct the error(s) [cumulative amount of decrease \$14,434.18]. (Parcels are in various 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 10B be approved.

**12-1108 AGENDA ITEM 10C – COMMUNITY SERVICES/WATER
RESOURCES**

Agenda Subject: “Acknowledge receipt of the Washoe County Water and Sanitary Sewer Financial Assistance Program Status Report as of September 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 10C be acknowledged.

12-1109 AGENDA ITEM 10D – FINANCE

Agenda Subject: “Acknowledge receipt of status report on the three-year business planning process directed by the Board of County Commissioners on January 24, 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 10D be acknowledged.

12-1110 AGENDA ITEM 10E – LIBRARY

Agenda Subject: “Approve Collection Development Funds [\$7,349, no local match required] from the State of Nevada for Fiscal Year 2013, for the augmentation of Library Collections; direct Finance to make the necessary budget adjustments and authorize the Director to sign the grant award documents. (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 10E be approved, directed, authorized, and executed.

12-1111 AGENDA ITEM 10F – REAPPOINTMENT

Agenda Subject: “Reappoint Jim Shaffer (retroactively to July 1, 2012) to the Washoe-Storey Conservation District, with a term to expire on June 30, 2014. (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 Jim Shaffer be reappointed retroactively to July 1, 2012 to the Washoe-Storey Conservation District, with a term to expire on June 30, 2014.

12-1112 AGENDA ITEM 10G – SENIOR SERVICES

Agenda Subject: “Accept grant award [\$30,000, no County match] from the State of Nevada Aging and Disability Services Division, retroactively for the period of October 1, 2012 through September 29, 2013 for an Aging and Disability Resource Center grant to identify and assist Veterans in need of services; and, if accepted, authorize the Chairman to sign award 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 10G be accepted, authorized, executed, and directed.

12-1113 AGENDA ITEM 10H – TREASURER

Agenda Subject: “Approve and execute Resolution directing County Treasurer to give notice of the sale of properties subject to the lien of a delinquent special assessment in the following districts: WCAD 21 – Cold Springs Sewer, WCAD 23 – Arrowcreek Water, WCAD 32 – Spanish Springs Valley Ranch Rd, WCAD 37 – Spanish Springs Sewer Phase 1A, (additional description of affected parcels contained in exhibit A of Resolution). (Commission Districts 2, 4 and 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 10H be approved and executed. The Resolution for same is attached hereto and made a part of the minutes thereof.

12-1114 AGENDA ITEM 10I(1) – DISTRICT ATTORNEY

Agenda Subject: “Approve payments [\$6,490] to vendors for assistance of 33 victims of sexual assault and authorize Comptroller to process same. NRS 217.310 requires payment by the County of total initial medical care of victims, regardless of cost, and of follow-up treatment costs of up to \$1,000 for victims, victim’s spouses and other eligible persons. (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 10I(1) be approved and authorized.

12-1115 AGENDA ITEM 10I(2) – DISTRICT ATTORNEY

Agenda Subject: “Approve Resolution involving property at Crystal Bay confirming Washoe County is accepting an easement from Grable Ronning for a portion of Gonowabie Road contained on 400 Gonowabie Road, accepting an Offer of Dedication of Fee Title to a portion of Anaho Road, accepting dedication of 8 square feet of property adjacent to Gonowabie Road and 184 square feet of property adjacent to Anaho Road both dedications deriving from APN 123-145-02 and other matters properly related thereto. (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 10I(2) be approved. The Resolution for same is attached hereto and made a part of the minutes thereof.

12-1116 AGENDA ITEM 10J(1) – HEALTH DISTRICT

Agenda Subject: “Approve and execute the Permit for Disinterment of Human Remains (Berger Hoel), as allowed under NRS 451.050, Subsection 2. (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 10J(1) be approved and executed.

12-1117 AGENDA ITEM 10J(2) – HEALTH DISTRICT

Agenda Subject: “Approve and execute the Permit for Disinterment of Human Remains (Edward Robert Statham, Jr.), as allowed under NRS 451.050, Subsection 2. (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 10J(2) be approved and executed.

12-1118 AGENDA ITEM 10J(3) – HEALTH DISTRICT

Agenda Subject: “Approve amendments [increase of \$3,000] in revenue and expense to the FY13 National Association of County and City Health Officials (NACCHO) Grant Program, IO 11052; 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 10J(3) be approved and directed.

12-1119 AGENDA ITEM 10K(1) – HUMAN RESOURCES

Agenda Subject: “Approve the revised Pro Tem Justice of the Peace panel for the Justice Courts pursuant to NRS 4.032; and, approve same to serve as a list of potential Administrative Enforcement Code hearing officers pursuant to WCC section 125.225. (All Commission Districts.)”

Commissioner Weber indicated she believed Pierre Hascheff's name being on the revised Pro Tem Justice of the Peace list was incorrect. Katy Simon, County Manager, replied Mr. Hascheff was on the list because he would not take office until January 2013 and this way he could immediately begin hearing cases as a Pro Tem Justice of the Peace.

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 10K(1) be approved.

12-1120 AGENDA ITEM 10K(2) – HUMAN RESOURCES

Agenda Subject: “Approve Side Agreement between the County of Washoe and the Washoe County Employees Association documenting a contract interpretation that Animal Services Assistants, Sheriff Support Specialists (Field), Sheriff Support Specialist Supervisor (Field) and Sheriff Support Specialist Trainees who are required to wear uniforms as a condition of employment shall receive uniform maintenance allowances [annual cost of these uniform allowances to be effective September 24, 2012 is approximately \$10,140]. (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 10K(2) be approved.

12-1121 AGENDA ITEM 10L(2) – SHERIFF

Agenda Subject: “Approve renewal of the Independent Contractor Agreement for Services [not to exceed \$60,000] between Washoe County and Derek Russell to provide services as coordinator of Citizen Corps programs. Funds are accepted grant funds (no cash match) to be used for administration of training and planning associated with the Washoe County Sheriff's Office Citizen Corps Program, and must be expended prior to December 31, 2013. (All Commission Districts.)”

Commissioner Humke stated there was material in the body of the staff report that implied Derek Russell had already been under a similar contract and this would be a renewal of that agreement. He asked why the position could not be filled by an employee rather than an independent contractor. He said based on the attached screening form to determine whether the position fell under the status of an independent contractor versus an employee, the independent contractor test failed at Item 2.

Darin Balaam, Captain, advised this was a continuation of last year's contract, and the Sheriff's budget did not allow hiring Mr. Russell at this time. He stated Betsy Hamilton was the Sheriff's Citizen Corps Program (CCP) Coordinator and, since the program was so large, the grant was applied for; and Mr. Russell helped coordinate

the program's logistics. He said the position was included in the Sheriff's three-year budget, and would have permanent funding. Ms. Hamilton could not handle all of the work necessary to coordinate the program by herself.

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried with Commissioner Humke voting "no," it was ordered that Agenda Item 10L(2) be approved.

12-1122 AGENDA ITEM 10L(3) – SHERIFF

Agenda Subject: "Approve Memorandum of Understanding between County of Washoe, Sheriff of Washoe County, and the California Department of Justice (DOJ), California Criminalistics Institute (CCI), December 1, 2012 through November 30, 2013. California DOJ/CCI will provide funding [estimated total value \$42,000] through a National Institute of Justice (NIJ) grant for Criminalist Steven Johnson to attend the Firearms Examiner Academy training program in Sacramento, CA to include training, travel and per diem [no fiscal impact to County]; and if approved, authorize Lab Director to execute Memorandum of Understanding; and authorize Finance to make 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 10L(3) be approved, authorized, and executed.

12-1123 AGENDA ITEM 10L(4) – SHERIFF

Agenda Subject: "Approve Interlocal Agreement – RAVEN Fire Training, Monitoring and Suppression Personnel and Equipment between the County of Washoe on behalf of the Washoe County Sheriff's Office and Truckee Meadows Fire Protection District and North Lake Tahoe Fire Protection District for the provision, when requested, of a helicopter or other aircraft and personnel; and approve reimbursement for services rendered throughout the year by the Washoe County Sheriff's Office; and accept the advance funding for the availability during the fire season from Truckee Meadows Fire Protection District [\$65,000] and from North Lake Tahoe Fire Protection District [\$10,000]; and authorize Finance to make the 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 10L(4) be approved,

accepted, and authorized. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

BLOCK VOTE 14, 15, 16, 17, 18, 19, 24, AND 25

12-1124 AGENDA ITEM 14 – HEALTH DISTRICT

Agenda Subject: “Recommendation to approve amendments [increase of \$246,827] in revenue and expense to the FY 13 Centers for Disease Control and Prevention (CDC) Public Health Preparedness (PHP) Federal Grant Program, IO 10713; and direct Finance to make the appropriate budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

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

12-1125 AGENDA ITEM 15 – PURCHASING

Agenda Subject: “Recommendation to award Invitation to Bid (ITB) #2831-13 for Environmental Sample Testing, Data Review and Reporting to Alpha Analytical, Inc., the lowest and most responsive, responsible bidder, [estimated annual amount \$170,000], and authorize the Purchasing and Contracts Manager to execute agreement with Alpha Analytical, Inc., for a one year period, with two, one year renewal options, at the discretion of the County. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 15 be awarded, authorized, and executed.

12-1126 AGENDA ITEM 16 – MANAGER/MANAGEMENT SERVICES

Agenda Subject: “Recommendation to approve the submission of grant to the State of Nevada Community Development Block Grant (CDBG) program for funding consideration: Gepford Park Community Building Project [\$211,515, County match of \$2,973, \$2,239 staff time and \$734 indirect costs]; and Sun Valley General Improvement District in-kind match \$18,900; and authorize the Chairman to execute the documents concerning same. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 16 be approved, authorized, and executed.

12-1127 AGENDA ITEM 17 – SHERIFF

Agenda Subject: “Recommendation to acknowledge emergency purchase of Network First Gateways and various equipment [not to exceed \$163,331.54], through sole source vendor Harris Corporation to provide further interoperability Public Safety Answering Points (PSAP) throughout the State of Nevada as outlined in the Nevada Dispatch Interconnect Project; funding will come from existing State Homeland Security Program (SHSP) grant funds. (All Commission Districts.)”

Chairman Larkin asked what constituted the emergency, because the staff report did not indicate what the emergency was. Chris Magenheimer, Research and Development, stated emergency purchase was initiated because the grant ended at the end of the month and that grant money was being used to purchase the equipment identified in the engineering study. Chairman Larkin stated the grant ending did not constitute an emergency, and he did not want to set a precedent for other departments. He asked what impact not approving this emergency purchase would have on the County’s emergency operations. Mr. Magenheimer replied the money would go back to the federal government and the connections to the other counties would not be completed, which would inhibit the ability of the emergency responders to communicate with each other due to the rural counties’ disparate radio systems. He said the dispatch interconnect project would allow the Sheriff’s Search and Rescue team to communicate with those counties when conducting a search and rescue.

Chairman Larkin said if there was a fire covering several counties and there was a lack of interoperability between all of the agencies, it could place all of the communities in those counties in jeopardy. Mr. Magenheimer stated that was a true statement. Chairman Larkin advised this purchase would avoid that type of nightmare scenario.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 17 be acknowledged.

12-1128 AGENDA ITEM 18 – SOCIAL SERVICES

Agenda Subject: “Recommendation to authorize the Department of Social Services to enter into Agreements for the placement of children into Specialized Foster Homes with foster care providers and agency treatment homes within a range of daily payments of \$40 up to \$115 per day based upon the services provided and the needs of the child placed within that home; and, if approved, authorize the

Purchasing and Contract Administrator to execute the Agreements; accept and approve an additional \$227,313 in State General Fund authority and direct Finance to make the necessary budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 18 be authorized, executed, and accepted, approved, and directed.

12-1129 AGENDA ITEM 19 – SOCIAL SERVICES

Agenda Subject: “Recommendation to approve Contract, retroactively, between Washoe County on behalf of Social Services and Action for Child Protection [\$753,224], this amount is inclusive of the \$345,889 that will be subcontracted to the Ruth Young Center for continued technical assistance and training to the Department and approve a subrecipient Grant Program Agreement between the County of Washoe and the Children’s Cabinet [\$1,623, 216] to provide case management services to SafeFC families from September 30, 2012 through September 29, 2013, and execute a Resolution authorizing the Grant of Public Money to a Private Nonprofit Organization. Funding for these programs is from the Federal Administration for Children and Families as part of the Permanency Innovations Initiative. (All Commission Districts.)”

Katy Simon, County Manager, disclosed she and Kevin Schiller, Social Services Director, sat on the Board of the Children’s Cabinet, but neither participated in signing nor approving the contracts.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 19 be approved and executed. The Resolution for same is attached hereto and made a part of the minutes thereof.

12-1130 AGENDA ITEM 24 – COMMUNITY SERVICES/WATER RESOURCES

Agenda Subject: “Recommendation to authorize the Purchasing and Contracts Manager, on behalf of the Department of Community Services, to solicit bids for narrowband data communication radios and installation service [not to exceed \$500,000 – Water Resources User Rates]. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 24 be authorized.

12-1131 AGENDA ITEM 25 – COMMUNITY SERVICES/WATER RESOURCES

Agenda Subject: “Recommendation to award bid for the South Truckee Meadows Water Reclamation Facility 2012 Rehabilitation and Enhancement Project to KG Walters Construction Co., Inc., the lowest, responsive, responsible bidder [\$2,562,000 - Water Resources enterprise fund]. (Commission District 2.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 25 be awarded.

12-1132 AGENDA ITEM 23 – COMMUNITY SERVICES/REGIONAL PARKS AND OPEN SPACE

Agenda Subject: “Discussion and possible direction to staff regarding potential disposition of APNs 534-091-06 and/or 534-091-07 consisting of 9.577 acres (commonly known as Sky Ranch Park). (Commission District 4.)”

Al Rogers, Regional Parks and Open Space Acting Director, said staff was seeking direction regarding Sky Ranch Park, which was no longer in an appropriate location for a public park. He stated the use of the park was being transitioned to Eagle Canyon Park, which was 1/2 mile away. He stated a chart showing the various disposal options was attached to the staff report. He advised APN 534-091-06 was acquired through a dedication from Spring Creek Development and APN 534-091-07 was purchased by the County.

Commissioner Humke said per Nevada Revised Statutes (NRS), APN 534-091-06 would be returned to the donor once it was no longer used as a park. Mr. Rogers stated that was true, but the parcel had been altered by the abandonment of a road with some of the north part of the property being assigned to the Regional Transportation Commission (RTC) for a transitional turn lane. He said there were some issues that would have to be addressed as precursors to the reconveyance.

Commissioner Humke asked what the purchase price was of APN 534-091-07. Mr. Rogers replied it was \$100,000.

Commissioner Breternitz asked if there was a clause in the original transfer agreement that would require the County to return the property to the donor should the property’s use as a park be terminated. Mr. Rogers replied there was nothing in the deed that required the reconveyance, and it was simply an option staff was bringing forward. Commissioner Breternitz asked if the users of the Sky Ranch Park would be

agitated if it went away. Mr. Rogers believed it would create little disturbance because, over the last three years, the County built three new fields for the Spanish Springs Cal Ripken Group, who funded and installed lighting for two of those fields. He said those fields doubled what this facility had provided them in the past. He stated the Cal Ripken Group had been made aware of the potential closure of Sky Ranch Park, and they were ready to acclimate into Eagle Canyon Park.

Chairman Larkin said as background on this item, he was approached by the Cal Ripken Group to do something about this corner. He stated this was the sixth or seventh busiest intersection in the community according to studies done by the RTC, which was not the case when the property was donated to the County. He said it made sense to acquire the property at that time, but now the huge volume of traffic created a safety issue with the individuals using the facility wanting to cross the street; and he believed it was time to do something else with the property.

Mr. Rogers said reconveyance was available for the larger parcel, but not the other parcel. He stated staff would come with a document stating the terms of the reconveyance and the options for the disposal of the second parcel.

Commissioner Jung asked if this item had gone before the Regional Parks and Open Space Commission to see how they would like this handled. Mr. Rogers replied not recently, but several years ago they concurred with staff's recommendations. He said the area's master planning was done in 2005, and the community was okay with the park's disposal. Commissioner Jung asked where the money from the sale would go. Mr. Rogers said that was up to the Board.

Commissioner Weber asked if the lights and other amenities could be used at another site. Mr. Rogers stated all of the park's assets would be looked at to see if they could be used again. He said two years ago the lights were looked at, but there were some challenges with the lights' technical specifications regarding installation; and he believed the bathroom and the shelter would not be salvageable.

Commissioner Weber felt this should go back to the Parks Commission for a more recent look at any ideas they might have. She asked if there was any other way to get into APN 534-091-07. Mr. Rogers advised the only access into the Sky Ranch Park was along La Posada Drive, which was into the parcel to be reconveyed; but during the disposal of the property any potential new ingress or egress could be looked at.

Chairman Larkin said Sky Ranch Park was in the City of Sparks Sphere of Influence (SOI), and Sparks indicated they would not allow ingress to the southern portion of the park because of the flood feature running through it.

Commissioner Breternitz disclosed he was contacted by John Krmptic on behalf of the former owner of this property, and he asked if Mr. Krmptic had anything he wanted to add to the discussion. Mr. Krmptic stated he was representing who would be the new property owner, Pyramid Urban Achievers, if they were to reacquire the

property by reconveyance. He said they would be the successor to the original owner who donated the property to the County in 1984. He stated the issue was the lack of legal left-turn access, and the property would have the potential to be used commercially if the access could be worked out. He said the owner would like to pursue the reconveyance of the dedicated parcel, APN 534-091-06. He stated regarding the disposal of APN 534-091-07, his client would like the opportunity to assemble the two parcels.

Paul Lipparelli, Legal Counsel, advised the parcel that was acquired by dedication could be disposed of under statute, which allowed the property to be reconveyed to the person from whom it was received, "Upon such terms as may be prescribed by resolution of the Board." He stated staff needed direction on what those terms might look like, which would include the possible compensation, timeframe, closing costs, escrow, and any other things typically involved in a property transaction. He said it would also be worth giving staff direction on whether the County would like to reserve an easement across the dedicated parcel to provide access to the purchased parcel, so it would not be landlocked, which had been Commissioner Weber's concern. He stated that could be accomplished through the terms of the resolution. He said if Mr. Krmptic's client acquired the purchased parcel, they could remove the easement through the doctrine of merger, because they would be in possession of both parcels. He stated from staff's perspective, the more information the Board could provide to staff, the better the resolution would be when brought back to the Board.

Commissioner Breternitz said it was interesting that Mr. Krmptic represented the successor to the original owner, and he asked if the statute contemplated that would be the same as the donating party. Mr. Lipparelli said he believed a legal entity controlled by David Frear was the original donor, and Mr. Krmptic's client was the successor to Mr. Frear. He stated he had not researched the chain of title, and he did not have precise information about whether all of the interests Mr. Frear once possessed were acquired by Mr. Krmptic's client. He assumed Mr. Krmptic and his client were satisfied they did possess whatever interests Mr. Frear had in the reversion of the property to the original donor. He stated that could be verified before it came back to the Board for final disposition during consideration of the resolution.

Commissioner Breternitz asked if the statute, as applied to the situation, was something this Commission might do but was not required to do, because other options were presented. Mr. Lipparelli advised NRS 244.290 stated the property could be returned to the donor by resolution upon such terms as the Board stated. He said the terms could be minimal, but the basics needed to be covered such as when and how. He stated he hoped the Board would provide some of the parameters it wanted to see in the resolution it would consider for the formal transfer of the dedicated parcel.

Mr. Krmptic said he handed Park's staff an assignment agreement, which was a stronger legal document, and that document was a legal assignment from one owner, Mr. Frear, to the entity he was representing. He said he hoped that would put Commissioner Breternitz at ease that it was in fact a legal assignment from one property owner to another.

In response to the call for public comment, Commissioner-Elect Vaughn Hartung clarified why the parcel was shaped the way it was. He explained the original alignment of La Posada Drive was straight for many years. He said the dogleg might have been put in to accommodate the Sky Ranch Market or to align with Eagle Canyon, which was built by the Bureau of Indian Affairs (BIA) to reach the Indian Colony and then dedicated to the County. He said the alignment was straight for La Posada Drive but, when it was abandoned, there was a strip of land owned by the County and it seemed wise to own the additional piece of property, so there could be a much larger facility.

Augustine Jorquez said he lived a half mile south of the Sky Ranch Park. He stated the shape of the land was helpful in how it sloped during flooding. He said the Little League teams who used to play there were using other parks, and the park was underutilized and could be used for better purposes.

Commissioner Humke made a motion that Washoe County reconvey at appraised value in its as-is condition, all property formerly used as a park at the corner of Pyramid and La Posada, presently owned by the County APN-534-091-06 (6.377 acres), which was donated to the County for a park site, all under the following terms and conditions:

- Staff is directed to cause an update of the appraisal of the property completed by Reese Perkins and a second appraisal shall be completed by an appraiser selected by the County in the normal rotation of approved appraisers for this parcel. All costs of these appraisals are to be borne by the owner of the option to acquire the park site from the County and with whom the County has been negotiating for over one year.
- Such sale shall be completed in conformance with state law that allows for the return of the property to its former owner. The property is to be offered pursuant to an option to acquire the parcel after a reasonable period of due diligence for a period not less than 120 days nor more than one year. The price for the property shall be an amount which is equal to the average of the two appraisals.
- Staff shall prepare a draft option agreement consistent with these terms and present such agreement for approval by the Board of County Commissioners by February 28, 2013, save and except for the price and methods of payment. Once the appraisals are complete for the parcel, staff is directed to present a final agreement within 30 days of the delivery of the last appraisal to the County.

Commissioner Jung seconded the motion.

Commissioner Breternitz asked if the revenue from the transaction would go back to Parks. Commissioner Humke said he would be open to that, and he would accept that as an amendment to the motion. Commissioner Jung agreed.

Mr. Lipparelli said the motion left open the access issue, and staff would welcome direction regarding the access to the other parcel. Chairman Larkin said that could be addressed in a separate motion.

Commissioner Weber asked if the motion was Implementation Action A, B, or C in the list of options attached to the staff report. Commissioner Humke explained it was a hybrid regarding only the larger of the two parcels.

On the call for the vote, the motion carried 5-0.

On motion by Commissioner Humke, seconded by Commissioner Jung, which motion duly carried, it was ordered that pursuant to the motion just passed that staff be directed to negotiate a provision to access APN-534-091-07 over the land of APN 534-091-06 with the assignee seeking to repurchase APN-534-091-06 under NRS 244.290.

Chairman Larkin and Commissioners Humke and Jung disclosed they had discussions with John Moore. Commissioner Weber stated she had a discussion with Mr. Krmpotic.

12:03 p.m. The Board convened as the South Truckee Meadows General Improvement District (STMGID) Board of Trustees.

1:52 p.m. The Board adjourned as the South Truckee Meadows General Improvement District (STMGID) Board of Trustees and reconvened as the Board of County Commissioners (BCC).

1:52 p.m. The Board recessed.

2:36 p.m. The Board returned with all members present.

12-1133 AGENDA ITEM 20 – DISTRICT ATTORNEY

Agenda Subject: “Introduction and first reading of an ordinance amending Chapter 21 of the Washoe County Code (Miscellaneous and Additional Taxes) by adding a new section imposing a supplemental governmental services tax of one cent on each one dollar of valuation of certain vehicles based in Washoe County, and by repealing the no longer effective vehicle privilege tax and other matters properly related thereto. (All Commission Districts.) Requested by Commissioner Weber.”

Paul Lipparelli, Legal Counsel, explained that this ordinance would amend Chapter 21 of the County Code and insert a new provision imposing a special privilege

tax of one cent on each \$1.00 of valuation on vehicles based in Washoe County, with certain exceptions provided for by State law that authorized the County to impose this tax, which included exceptions for vehicles exempt from taxation under Chapter 371 of the NRS. He said the current Code contained a remnant when the County had a special privilege tax, but that authority was repealed by the State Legislature causing the County to step down from their special privilege tax. He said this ordinance, if adopted by the Board, would clean up that language.

Commissioner Weber stated she had requested this be brought back after she heard comments following the November General Election. However, she was surprised when this was agendized as a first reading of an ordinance and had hoped for a discussion on this concept.

At the request of individuals dealing with senior services, Chairman Larkin said WC-2 was placed on the ballot, but was defeated. He said it was clear the voters were not in favor of an additional tax.

Commissioner Humke questioned if an estimate could be received from a revenue specialist on what could occur to citizens after January 1, 2013 and the affect the "Fiscal Cliff" would have on citizens.

Commissioner Weber reported that during the Nevada Association of Counties (NACO) conference there was much discussion about the aging population or the "baby boomers." She agreed there could be difficult times ahead after January 1, 2013 if taxes were raised and felt that senior citizens would be in jeopardy. If the Board were to move forward and implement the ordinance, she asked if they had the ability to determine where the money would go from the additional tax.

Mr. Lipparelli replied that this ordinance would clean up the language in the Code. He explained that the Board could direct where the money was spent by virtue of their budgetary authority. The statute that authorized the special privilege tax was written in the context for vehicles and roads, but there was a provision in the statute that also authorized the use of those funds for general County purposes.

Commissioner Weber felt it may not be prudent at this meeting to introduce the ordinance. She said she had additional questions and wished to further discuss the issue with citizens. She did not support raising taxes, but she also felt this would be the Board's only opportunity to help provide for senior services. She suggested waiting to see what occurred nationally after January 1, 2013.

Commissioner Jung agreed that the County would be facing a major "Fiscal Cliff," in terms of the lack of services provided to senior citizens. She felt it was a legacy that was owed to the more-wise population who had paid taxes the longest. She said this was not charity, but was humanity. Commissioner Jung requested an analysis or matrix be provided and questioned how this may appear to the Legislature that the

County was given the ability over the years to enact this legislation but had done nothing.

In response to the call for public comment, Jill Andrea stated her opinion on the Board's ability to raise this tax instead of placing the issue on the ballot. She agreed this should be properly discussed; however, the money had been given to the Board to use and to implement the additional tax. She indicated the number of people that depended on senior services in the County was astounding.

Peggy Lear Bowen spoke on the Senior Law Project and the benefit that program gave to senior citizens in the community.

Commissioner Jung read comments received from Stephen Jacobs and Martha Gould who voiced their support for this item. Their comments were placed on file with the Clerk.

In response to a question from Commissioner Weber, Mr. Lipparelli explained if the ordinance was introduced, changes could not be made that would substantially change the intent and the meaning of the ordinance. To change the intent would deprive the public notice, which was the function of an introduction on what the Board would be considering for adoption at a later date. He said if there were changes the Board wished to make to the draft, the better course would be not introduce the ordinance, but direct staff to bring the ordinance back with new provisions and present that for introduction at a subsequent meeting. Mr. Lipparelli stated he was not familiar with Code provisions that earmarked money for certain purposes when a State law authorized a local government to impose a fee, tax or a charge that operated as a limitation for the use of those proceeds. However, when the authorizing legislation contained a general statement such as being used for all purposes, it became enacted, imposed and then the decision on how to spend the proceeds was made when the Board exercised their budgetary authority.

Commissioner Weber asked if these monies, when collected, would go into the General Fund and then the Board could delineate where the monies would be most needed. Katy Simon, County Manager, indicated it would not be proper to restrict the funding in the ordinance. She indicated that the Board could have their intent expressed when they acted on this ordinance and expressed their intent on the record that some amount be set aside, but not placed in the ordinance.

Commissioner Weber moved to continue this item and discussion to a yet to be determined time. She also suggested working with staff to schedule either a workshop or an open house in order to explain the Board's intent to citizens. Commissioner Jung seconded the motion. The motion passed on a 5 to 0 vote.

12-1134 AGENDA ITEM 22 – COMMUNITY SERVICES/PARKS

Agenda Subject: “Recommendation to allow public comment related to and consider any objections to the proposed intent to issue a non-exclusive utility easement of approximately .735-acres located at Betsy Caughlin Donnelly Park (APN 097-040-01) following Alignment #1; and if supported, approve an Easement Purchase and Sale Agreement with Truckee Meadows Water Authority for the construction and operation of a waterline at Betsy Caughlin Donnelly Park as authorized within NRS 277.050 to include compensation for appraised value of the easements, full restoration of the impacted areas and mitigation [\$150,000]; approve the use of \$150,000 of mitigation funds for seasonal staff and professional master plan services; authorize the transfer of \$150,000 contingency funds, which will be paid back with the mitigation funds, to the Other Restricted Revenue Fund; and authorize the Finance Department to make all appropriate budget adjustments. (Commission District 1.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Chairman Larkin, which motion duly carried, it was ordered that Agenda Item 22 be approved and authorized.

12-1135 AGENDA ITEM 26 – COMMUNITY SERVICES

Agenda Subject: “Recommendation to acknowledge receipt of a status report on the development of the Washoe County Economic Development Action Plan with discussion and possible direction to staff.”

Rosemary Menard, Community Services Director, distributed a two-page Economic Development Action Plan, which was placed on file with the Clerk. She reviewed the 12 items in the Action Plan and noted that staff had begun to implement some aspects of the Plan.

Commissioner Weber asked if this item could be heard during a County Commission meeting in January. Katy Simon, County Manager, stated that could be arranged. She commented that staff had done a great deal of outreach on this topic, but agreed to reschedule this item for January 2013.

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

Chairman Larkin announced that he attended a meeting of the Western Nevada Development District (WNDD) that comprised all the counties surrounding Washoe County. He said the Economic Development Authority of Western Nevada (EDAWN), the Western Nevada Development Authority, the WNDD, Washoe County and the Cities of Reno and Sparks had all signed, under the generalized concept of ReCharge, an agreement that made the area unified.

12-1136 AGENDA ITEM 27

Agenda Subject: “Discussion and possible direction to staff regarding a formal request that REMSA re-open negotiations on the franchise agreement for Emergency Medical Response Services with the Washoe County District Board of Health, and other matters related thereto.”

Katy Simon, County Manager, explained this item was placed on the agenda when information from the District Health Department indicated that the District Board of Health (DBOH) would not be considering the request. However, she was informed that a letter had been delivered to the Regional Emergency Medical Services Authority (REMSA) from DBOH Chairman Smith to request the negotiations be re-opened.

Commissioner Jung confirmed that the letter to request the negotiations be re-opened was presented at the DBOH meeting, but was not acted upon because it was not noticed properly. However, DBOH Chairman Smith delivered the letter to REMSA and then would return to the DBOH for action. She added that topics still needed to be addressed such as dispatch issues and sharing data from the different fire departments. She felt that due diligence was needed on those issues as well.

Chairman Larkin asked if it would be beneficial for the Board to take an affirmative position on this item. Commissioner Jung stated this request was done on the advice given by the other entities during a recent joint meeting.

Chairman Larkin said part of the negotiation for the Franchise Agreement involved data exchange. He asked if the Board of Fire Commissioners could take action on making the Fire District’s data available.

Ms. Simon reported that she recently met with the City Managers of Reno and Sparks and District Health Officer Dr. Iser. She said they arrived at an action plan for moving forward on the prioritized items from the TriData Report. She said they would be meeting with the Fire Chiefs in January to discuss recommendations about which items should be included in goals for the re-negotiation of the Franchise Agreement. In terms of fire data, Ms. Simon said the Tiburon System was relied upon, but noted it was difficult to retrieve information from that system and added there had been discussions about the Cad-to-Cad interface with REMSA. She explained that interface would only go from the County’s Cad System to REMSA, but REMSA had not authorized the Cad System to go from REMSA back to the County’s system.

4:41 p.m. Commissioner Jung temporarily left the meeting.

Chairman Larkin said the County had been assured with the latest update of the Tiburon System that it would allow all law enforcement agencies to exchange data. Ms. Simon explained there was a Regional Dispatch Working Group and, after speaking with Sheriff Haley for “fixing” dispatch, noted that she, the City Managers and Dr. Iser

requested the Working Group take on the issues of dispatch. She added that the Tiburon System was a decade old and would no longer be supportive adequately for the needs of the region. She said there was a \$750,000 grant from the State to help with the replacement of that System; however, that was not the full cost. She added that those conversations were on-going and would continue.

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

12-1137 AGENDA ITEM 28 – 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.

12-1138 AGENDA ITEM 29 – MANAGEMENT SERVICES

Agenda Subject: “Update, discussion and possible direction to staff regarding 2012 Nevada Legislative Interim Committees and Studies, legislation or legislative issues proposed by legislators 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.) To be heard before Agenda Item #30.”

Sheri Mendez, Finance Director, said the Consolidated Tax (C-Tax) Working Group drafted a resolution to present to local governments. The resolution was an effort to express their support for the provisions identified to the State Legislature.

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

12-1139 AGENDA ITEM 30 – FINANCE

Agenda Subject: “Recommendation to approve and execute a Resolution in Support of the Consolidated Tax Bill Draft Generated by the Interim Subcommittee to Study the Allocation of Money Distributed from the Local Government Tax Distribution Account. (All Commission Districts.) To be heard after Agenda Item #29.”

Sheri Mendez, Finance Director, said the Resolution in Support of the Consolidated Tax Bill Draft was presented by the Consolidated Tax (C-Tax) Working Group.

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Humke, which motion duly carried with Commissioner Jung absent, it was ordered that

Agenda Item 30 be adopted. The Resolution for same is attached hereto and made a part of the minutes thereof.

12-1140 AGENDA ITEM 31 – MANAGER

Agenda Subject: “Update on status of Shared Services efforts and possible direction to staff. (All Commission Districts.)”

Cory Casazza, Chief Information Technology (IT) Manager, announced the next meeting of the Shared Services Committee would be scheduled in January 2013 after the new Board and Council members were appointed.

Mr. Casazza announced that he would retire on January 11, 2013. He thanked the Board for their support over the years.

4:47 p.m. Commissioner Jung returned.

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

12-1141 AGENDA ITEM 32 – MANAGER/EMERGENCY MANAGEMENT

Agenda Subject: “Ratification of declaration of emergency by County on November 30, 2012, which resulted in conditions of jeopardy to the safety of persons and property caused by the occurrence or threatened occurrence of high winds, severe weather, heavy rain, significant flooding and accumulation of water and debris in rivers, streams, ditches, water tributaries and water transportation and related systems within the County; and action to terminate same; and possible presentation regarding Winter 2012 flood event.”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 32 be ratified and terminated.

4:50 p.m. The Board recessed.

5:22 p.m. The Board reconvened with all members present.

12-1142 AGENDA ITEM 12

Agenda Subject: “Presentation, discussion and possible direction to staff related to a possible action by Washoe County to terminate the December 9, 2009 Interlocal Agreement between Washoe County and the Board of Directors of the Truckee Meadows Water Authority that was developed to govern the merger of the Washoe County Department of Water Resources’ water utility into the Truckee Meadows Water Authority, considerations of additional options for the future management and operation of the County’s water utility and possible implications of such options

on water service to customers, and consideration of options related to the schedule for the possible merger of the County's water utility with the Truckee Meadows Water Authority, with possible implications for or to the South Truckee Meadows General Improvement District's water utility. (Requested by Commissioner Humke.) To be heard after Agenda Item # 11."

Rosemary Menard, Community Services Director, said the staff report included the relevant information, Attachment A, and the termination and default provisions. She noted that Attachment B included an excerpt from the Truckee Meadows Water Authority's (TMWA) staff report that laid out the items needed to be done once the addendum, as called for in the Interlocal Agreement, had been completed involving labor negotiations, the defeasance of the County's debt and the refinancing of that debt. If directed to move forward, she said staff would first begin working on the addendum and, once the addendum was agreed upon by both organizations, staff would then work on those items.

As outlined on page 4 of the staff report, Chairman Larkin said a critical component of the timing related to the favorable market conditions allowing the refinancing of the Department of Water Resources (DWR) \$20 million water utility debt and to take advantage of a market that allowed for a lower rate. Part of that was the establishment of the Bond Bank because as TMWA assumed all this responsibility they would want to refinance that debt, which stayed with DWR ratepayers at the lowest possible price. He asked where the County was at that process. Ms. Menard understood that the TMWA staff had been interacting with their financial advisor and their investment banker in reviewing market conditions and moving forward to merge the two entities. She said there were terms and conditions with the investment banker's placement of the refinancing bonds that would not require the use of a Bond Bank. The Bond Bank was still in play, but that decision would not be made until after the addendum was approved. Then the unwinding of the pledged revenues between water and sewer customers for different types of debt, and the negotiating with the State Treasurer relating to the State revolving loan debt which would be transferred would begin. Ms. Menard explained that the decision on the financing would not occur until closer to that time.

Chairman Larkin stated there were three specific topics the County Commissioners were responsible for and inquired on those conditions and status. Ms. Menard replied the topics were the resolution of issues related to developer agreements and noted that the County would take steps to retain any liabilities associated to cover the associated costs withheld from the transfer from rate funds; the resolution of the Bond Bank; and, the resolution concerning the South Truckee Meadows General Improvement District (STMGID). She said two of those items were resolved and the third item was being worked on between the County and STMGID.

Chairman Larkin said economics revolved around cost efficiencies, which could be approximately \$3.5 million to \$3 million. When the 18,000 ratepayers of DWR incorporated into TMWA they would recognize that the ratepayers of TMWA may not realize a savings. Ms. Menard stated that was correct. She pointed out it had not been so

much about lowering the current rates, but was about avoiding the cost in the future, the economies of scale, the opportunities for using the existing infrastructure more efficiently before building new infrastructure or phasing infrastructure in a way that allowed for the least cost options to be done first and avoiding duplicate infrastructure. Chairman Larkin said the Board should be applauded for their visionary to the economy of scale for DWR customers, and he said there appeared to be a resolution on the horizon for STMGID. Ms. Menard said the vision had been for the fastest, most efficient cost effective and sustainable management of the valuable water resources for the community and the very expensive infrastructure that was necessary to develop and deliver those resources.

In section 7.8, Commissioner Humke said there was a reference to STMGID's contract, and he asked if that was the language TMWA initially declined to negotiate with STMGID. Ms. Menard explained that the language was very specific to the Interlocal Agreement and the arrangement the County had with STMGID for the operation and maintenance of their facilities and the way those were managed by DWR. She was unsure if TMWA would point to that language, but felt the language reflected whether the arrangement the County had with STMGID would work with respect to a merged utility. Commissioner Humke said discussions had been on-going about what was fair to the 3,700 ratepayers that paid into STMGID for water services and administrative services which they received from DWR. He asked if it was considered, or was it a major alteration of the contract, to ask TMWA to directly negotiate with STMGID based on the fact those 3,700 households paid taxes. Ms. Menard said the TMWA Board gave their staff very specific direction about not negotiating. Commissioner Humke felt there was a statement made about Option D, which was if they did not have debt than there could be a separate rate set for them and they could merge and not pay the TMWA debt. Ms. Menard said that opened the door for the conversations that had been occurring.

Commissioner Humke said history stated that the TMWA Board and their staff were quite recalcitrant in terms of negotiating with STMGID. He said the purpose of the motion to reconsider this item was best typified by former President Ronald Reagan's statement "trust, but verify." He suggested tabling this agenda item.

In terms of the time schedule, Chairman Larkin asked if there was a need to refresh the time schedule. He said the agreement was well within the confines of the time frame because as the work on the feasibility analysis proceeded, questions had been raised whether a tentative date of July 1, 2013 for merging the County water utility with TMWA had affected STMGID's ability to fully evaluate and consider their options. Ms. Menard did not believe the July 1, 2013 date was feasible at this point. She felt a more likely date would be the following year or possibly the end of calendar year 2013. Ms. Menard thought it would be useful for County and TMWA staff to review the schedule and bring back a recommendation for a revised timeline.

Commissioner Humke stated that he heard no urgency in altering the schedule at the present time and did not believe there was anything in the agreement to cause it to be fatal, by its own term, if it were not accomplished by July 1, 2013.

There was no public comment on this item.

On motion by Commissioner Humke, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 12 be tabled.

12-1143 AGENDA ITEM 8 – RESOLUTION

Agenda Subject: “Resolution--Honoring Dr. Marlene Rebori for continuous commitment to citizen engagement in local government. (All Commission Districts.)”

Commissioner Weber read and presented the Resolution to Dr. Marlene Rebori. Dr. Rebori thanked the Board for their recognition and stated she was merely doing her job.

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 8 be adopted. The Resolution for same is attached hereto and made a part of the minutes thereof.

12-1144 AGENDA ITEM 33 – MANAGER/COMMUNITY RELATIONS

Agenda Subject: “Discussion and status report on the Citizen Involvement Revitalization Project (CIRP) including options for the Washoe County Citizen Advisory Boards (CABs) structure, and possible direction on extending the project timeline through March 31, 2013. (All Commission Districts.)”

Nancy Leuenhagen, Community Relations Manager and Sarah Tone, County Liaison, conducted a PowerPoint presentation, which was placed on file with the Clerk. The presentation included the Citizen Involvement overview, citizen participation and comments, Community Relations outreach tools and initiated improvements, options for Citizen Advisory Board structure and the request to extend the project timeline.

Commissioner Jung commented that the presentation stated the size and composition of the audience at community meetings was considered when presenters debated whether to attend the meeting and asked for clarification of that statement. Ms. Tone explained that the size and composition of the audience meant that the audience in the room was considered when other regional partners would be attending and whether to place that as part of their communication plan for projects they would be initiating. Commissioner Jung asked if the audience was not large enough those partners would not attend. Ms. Tone explained the diversity of the room and how many people were in attendance determined whether they attended.

Commissioner Jung agreed with the request to extend the timeline. She felt that best practices were not reviewed in terms of the population or the age group that

participated. She felt an area that needed to be flushed out was how improvements were being sought for citizen programs and saw the onus on the citizens, not staff; however, not all citizens had available online resources. Ms. Leuenhagen replied that staff had begun to review best practices and other examples from different cities and counties and would begin to implement those findings into the research.

Commissioner Weber thanked staff and the citizens who participated in the time spent to make this a better resource. She attended most of the community meetings, and stated that citizens wanted to hear from their commissioners. She appreciated the discussions and thought that was owed to the citizens in order to enhance the program.

Chairman Larkin said there were not many young people in attendance partly because the properly enhanced technology was not being incorporated. He said that population was significantly misrepresented especially in the Citizen Advisory Boards (CAB). Ms. Leuenhagen stated that was planned in moving forward.

Commissioner Humke acknowledged there was a consensus to grant the extension and to continue the process. He now understood the process and also attended some of the community meetings and shared some of his thoughts.

In response to the call for public comment, Joannah Schumacher said she represented a large group of nonpartisan citizens from every District. She said they would like the CAB's to form an Ad Hoc Committee to investigate how different agendas had been implemented by the Commission. She agreed with extending the timeline.

Katherine Snedigar said the CAB's were set in place in order to allow citizens to know what was going on in their district as far as development and new ideas. She felt this was a waste of time and money and an attempt to try and silence the legal, lawful public voice of the men and women in the County.

Sarah Chvilicek supported the recommendation to extend the timeline of the Citizens Involvement Revitalization Project.

Gary Houk thanked the Board for their consideration. He also supported the recommendation to extend the timeline of the Citizens Involvement Revitalization Project. He felt there were many options to change the existing structure of the CAB's and thought the extra time would help define the issues.

Ted Levatter stated that the Knight Foundation wrote a report titled *Engaging Citizens with Democracy in the Digital Age*, which was about using the tools and modern technology to engage citizens including best practices.

Katy Simon, County Manager, thanked the citizens who participated in the project. She said a great deal of research had been conducted on best practices and national research. Ms. Simon noted that certain tensions were built in such as using the

Open Meeting Law structure since it facilitated predictable conversation versus the flexibility to what was important on that particular evening. She said there was also concern about having Commissioner-appointed boards and self-determination. She said the tensions and concerns were recognized and more suggestions and ideas were welcomed. Ms. Simon reviewed the avenues of publication that were used to inform the public about the project.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that the timeline be extended to March 31, 2013.

12-1145 AGENDA ITEM 35 – DISTRICT ATTORNEY

Agenda Subject: “Second reading and adoption of an Ordinance amending Washoe County Ordinance No. 519 by repealing certain sections relating to the Board of County Commissioners as the “ex officio” Board of Trustees of the South Truckee Meadows General Improvement District (District), by repealing certain sections relating to the County Clerk and County Treasurer as the “ex officio” Clerk and Treasurer of the District, and by adding certain sections providing for the appointment of the District’s Local Managing Board as the Board of Trustees, providing for the establishment of an election and replacement process for members of the Board of Trustees; and providing for other matters properly relating thereto. (Bill No. 1683). (All Commission Districts.)”

Commissioner Humke said there had been prefatory remarks about a major negotiation that was underway between the South Truckee Meadows General Improvement District (STMGID) and the Truckee Meadows Water Authority (TMWA). After speaking to some of the Local Managing Board (LMB) members, he favored the ordinance moving forward and having the LMB becoming the STMGID Trustees. He wondered if the process would be positively served if the Board continued the second reading since the LMB was a “part-time” Board and would be thrust into being Trustees and negotiating with TMWA.

Chairman Larkin believed that the Board of County Commissioners (BCC), not as Trustees, would not be in a position to negotiate because it would now be between two competing bodies and, if this action was not completed, it may cause some ambiguity in who would be negotiating with whom. He felt it could put the BCC in a position to have to be negotiating on both ends, and he believed that would not work well.

Commissioner Breternitz stated he was not in favor of the introduction of the ordinance for those reasons. He said it would throw a dimension into the negotiations and the processes that could have unintended consequences. He said he supported the concept of the LMB becoming Trustees, but thought this should be continued in order to allow other issues to conclude.

LMB Chairman Cohen remarked that the LMB had always wanted to become Trustees. He said part of the Feasibility Study in the merger process was to make the LMB Trustees through a legislative action; however, their attorney pointed out that they could become Trustees by ordinance. Since the first reading, he said the LMB's concerns were addressed and, as a Board, were confident in moving forward. He noted that the LMB members voted unanimously in favor of becoming Trustees. He urged the BCC to continue with the second reading and reminded the Board that the LMB would not take over as Trustees until January 7, 2013.

Chairman Larkin asked what would occur if a second reading of this bill did not occur. Paul Lipparelli, Legal Counsel, replied that the State law on county commissions adopting ordinances was NRS 244.100. He said after a measure was introduced as a bill, the county commission had 35 days to either adopt or not adopt. Once an ordinance had been introduced, he said the Board had 35 days to act on the second reading or the bill would cease to be valid and the process would need to begin again.

Based on the 35 day process, Commissioner Humke stated that he would not ask staff to redo the work and, due to the comments made by the LMB Chairman, he believed that the LMB should engage in self-determination.

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

Commissioner Breternitz stated that he would not support the motion and believed that it could pose a strategic disadvantage to the processes in moving forward.

Amy Harvey, County Clerk, read the title for Ordinance No. 1502, Bill No. 1683.

On motion by Commissioner Humke, seconded by Commissioner Jung, which motion duly carried with Commissioner Breternitz voting "no," Chairman Larkin ordered that Ordinance No. 1502, Bill No. 1683, entitled, "**AN ORDINANCE AMENDING WASHOE COUNTY ORDINANCE NO. 519 BY REPEALING CERTAIN SECTIONS RELATING TO THE BOARD OF COUNTY COMMISSIONERS AS THE "EX OFFICIO" BOARD OF TRUSTEES OF THE SOUTH TRUCKEE MEADOWS GENERAL IMPROVEMENT DISTRICT (DISTRICT), BY REPEALING CERTAIN SECTIONS RELATING TO THE COUNTY CLERK AND COUNTY TREASURER AS THE "EX OFFICIO" CLERK AND TREASURER OF THE DISTRICT, AND BY ADDING CERTAIN SECTIONS PROVIDING FOR THE APPOINTMENT OF THE DISTRICT'S LOCAL MANAGING BOARD AS THE BOARD OF TRUSTEES, PROVIDING FOR THE ESTABLISHMENT OF AN ELECTION AND REPLACEMENT PROCESS FOR MEMBERS OF THE BOARD OF TRUSTEES; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO.**

(BILL NO. 1683)," be approved, adopted and published in accordance with NRS 244.100.

12-1146 AGENDA ITEM 36 – TREASURER

Agenda Subject: “Second reading and adoption of an Ordinance delegating to the County Treasurer the duties of the Board of County Commissioners relating to the apportionment, combination or reapportionment of assessments in the County’s Special Assessment Districts pursuant to NRS 271.425, and providing other matters related thereto. (Bill No. 1684). (All Commission Districts.)”

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

Amy Harvey, County Clerk, read the title for Ordinance No. 1503, Bill No. 1684.

On motion by Chairman Larkin, seconded by Commissioner Jung, which motion duly carried, Chairman Larkin ordered that Ordinance No. 1503, Bill No. 1684, entitled, "AN ORDINANCE DELEGATING TO THE COUNTY TREASURER THE DUTIES OF THE BOARD OF COUNTY COMMISSIONERS RELATING TO THE APPORTIONMENT, COMBINATION OR REAPPORTIONMENT OF ASSESSMENTS IN THE COUNTY’S SPECIAL ASSESSMENT DISTRICTS PURSUANT TO NRS 271.425, AND PROVIDING OTHER MATTERS RELATED THERETO. (BILL NO. 1684)," be approved, adopted and published in accordance with NRS 244.100.

12-1147 AGENDA ITEM 34 – MANAGER/DISTRICT ATTORNEY

Agenda Subject: “Status report on restructuring the debt for the construction of the baseball stadium and possible approval of an interlocal agreement with the Stadium Authority for support operations and management or direction to staff on specific terms of an agreement. Continued from November 13, 2012 Commission meeting.”

John Berkich, Assistant County Manager, reviewed discussions that had taken place concerning restructuring the debt for the construction of the baseball stadium. The staff report included a request from the developers/principal, SK Baseball, for the County to consider providing \$500,000 annually in support of the project, in addition to the \$1 million annually from the City of Reno (City) and the Redevelopment Agency of the City (RDA). While the County had no legal obligation in the debt restructuring, SK Baseball asked the County to assist, as a successful outcome would be in the financial and commercial interests of the entire region. During the October 9, 2012 Commission meeting, Board direction was to return with a more fully developed proposal, which would include options for the Board’s reconsideration and any collateral impacts associated with options, should the County choose to participate in the restructuring.

Mr. Berkich reported on November 7, 2012, the City and the RDA approved a Settlement and Restructuring Agreement, and a Support Payments Agreement that provided for payments to the Stadium Authority of \$30 million in the aggregate over 30 years, subject to annual appropriation. The City also approved creating the following Definitive Agreements:

- Baseball Stadium Sports Authority Interlocal Agreement
- Trust Agreement
- Amendments to the Financing Documents
- Stadium Management and Operating Agreement
- Any other agreements necessary to implement the settlement and restructuring contemplated by this Agreement, to comply with State and local laws on the expenditure of public funds, or to satisfy the requirements of bond financing.

Mr. Berkich stated in a morning meeting on November 14, 2012, the former Reno City Council approved accepting a Limited Guarantee from SK Baseball to remain in the City for the 30 year term of the November 7th agreements; however, the approval was rescinded in the afternoon of the same day by a majority of the Council, which included four newly-elected members that were sworn-in before the afternoon session. At the same meeting, Councilmembers requested that the Agreements (Settlement and Support) approved on November 7th be brought back for reconsideration. He noted that a meeting was scheduled on December 12th between the Reno City Council and the RDA to discuss the financial restructuring of the Stadium project and potentially provide direction to staff.

Chairman Larkin said the Limited Guarantee was the third document supplied in the staff report and asked if that was being rescinded by the newly-elected City Council. Mr. Berkich reiterated that the sitting Council in the morning session approved that Agreement. Chairman Larkin said the old Council approved the Limited Guarantee pertaining to the Settlement Restructuring Agreement. Mr. Berkich stated that was correct and added the essence of that Agreement was a commitment from the developer to continue to play baseball for 30 years. In the afternoon after the newly-elected members were sworn-in, he said they reconsidered and rescinded that item. Chairman Larkin said the Settlement and Restructuring Agreement spoke about definitive agreements, which by reference incorporated the Limited Guarantee. Another statement noted, "that among settlement restructure terms and conditions hereby to settle various things and to restructure the financing documents as set forth below the foregoing agreements shall be legally binding obligations whether or not the definitive agreements were executed." He believed that one was not valid without the other and did not understand what occurred.

Commissioner Breternitz commented during the Council meeting in the afternoon there was a request made to reconsider the entire deal. Mr. Berkich stated that was correct. However, even though the Guarantee was rescinded in the second action by the new Council, it left in place the Settlement Agreement and the Support Payment Agreement. He believed those agreements were in place and were valid agreements.

Commissioner Breternitz said until such time it was reconsidered by the City after their meeting on December 12, 2012. Mr. Berkich concurred.

Mr. Berkich reviewed the proposed Interlocal Agreement, which was based on Board direction during the October 9, 2012 meeting and comments received during the November 13th meeting. He said the proposed Interlocal Agreement was structured to be simple and straight-forward and show that the relationship of the County if the County so chose to be included, to the extent that it did not involve the RDA or the City, was directly made with the Stadium Authority.

Chairman Larkin inquired about the letter from Minor League Baseball that was sent to Reno Mayor Cashell. Mr. Berkich confirmed that Branch Rickey, President of the Pacific Coast League (PCL), sent a letter indicating that the PCL, given the unsettled situation in the City, would work with the developers to authorize exploring relocation of the baseball team.

Mr. Berkich continued reviewing the terms in the proposed Interlocal Agreement. He noted that the Agreement relied upon the Agreements the City Council and RDA adopted on November 7, 2012. Under the proposed agreement, he said SK Baseball would be responsible for paying the delinquent property taxes and replacing the Debt Service Reserve. However, there would be a provision for some contribution for the County's participation of the restructuring of the debt. The commitment would be for 30 years, subject to annual appropriation, and the developers had requested \$500,000 per year for that period to complete the total financing package. He commented that the Stadium Authority would cooperate with the other parties in seeking legislation to expand the existing car tax or arrive at a new, locally enacted type of tax. An important provision allowed for any new revenues that would come into the deal would first be used to refund the County for any contributions made to date and then replace any prospective support payments that may be committed under this agreement.

In terms of the fiscal impact, Mr. Berkich said there were two different sources looking to the General Fund, but not much in the way of funds for current or future years. He explained that some bonds were refunded where the County saved about \$240,000 which were available and could be considered. With regard to looking at new revenue in the General Fund, he mentioned the General Services Tax (GST) and/or the Right-of-Way User Toll on sewer customers that would generate about \$300,000 per year and would be on-going. He said the Parks Capital Fund was explored and two different sources were arrived at within that fund.

In response to the call for public comment, Ted Levatter read an item from the *Huffington Post* dated November 15, 2012 that stated the public never agreed to finance a professional sports stadium again. He asked the Board to take their time and take careful consideration to structure a deal that was favorable to the taxpayers.

Commissioner Breternitz said the \$240,000 from the bond savings was a one-time opportunity, and the GST and/or the Right-of-Way toll were not actual revenue

sources, but rather potential revenue sources should the Board choose to implement them. Mr. Berkich stated that was correct. Commissioner Breternitz said the Parks Funds were also one-time funds. Mr. Berkich stated that was correct as well. Commissioner Breternitz said Section 4.2 of the proposed interlocal agreement stated that the support payments may be reduced or discontinued at the sole discretion of the County upon the occurrence of any of the seven conditions listed. He said none of those conditions took into account if the County could not afford the Agreement. As proposed, he said this was a deal that the County had to stand up for whatever amount committed to unless one of the conditions was met, but none of the conditions was in the County's control. He stated the only available source of funds once the one-time amounts were finished was the General Fund, and he was not supportive of the General Fund supporting this financing. He said the information the Board was given contained reference to an Exhibit A; however, he had not received that exhibit.

Mr. Berkich indicated that Exhibit A had yet to be developed, but it was the intent of the proposal that nothing would occur until that exhibit was developed and brought back for the Board's approval. Commissioner Breternitz said a potential Board action was the possible approval of an interlocal agreement and questioned approving that without an exhibit. Mr. Berkich replied that would be subject to the final approval and acceptance of Exhibit A by the Board. Commissioner Breternitz remarked that baseball was good for the community, but he was challenged how the County could afford to be involved with the payment. He believed it was a mistake to delay this conversation or pass this decision to a new Commission.

Chairman Larkin said he was familiar with agreements that had due considerations, but was unable to locate those in the proposed interlocal agreement. He asked what was in the agreement for Washoe County residents or residents of the City of Sparks if the deal fell through. Mr. Berkich replied this agreement would protect and perfect the public investment of \$30 million and, protected the on-going project for the entire region. He said it protected the investment, the project and would continue to be an entertainment complex and attraction for the region. Chairman Larkin understood those arguments, but questioned any benefits for a citizen from the City of Sparks. Mr. Berkich remarked it was an entertainment venue for all families, residents and visitors and was the number one attraction for their entertainment dollar, based on data from the Reno-Sparks Convention and Visitors Authority (RSCVA). Chairman Larkin stated that he saw no equity for the residents of District 4. Mr. Berkich said originally, in 2003, this was a project that was good for the region and, at that time, the Stadium location was undetermined. Chairman Larkin did not recall in any of those conversations someone approaching the BCC and asking for any money to support that activity. Mr. Berkich said when the commitment was made to build a stadium, it was clear that no General Funds were contemplated to be used or any funds beyond the Car Tax revenues from the County. However, the commitment behind the revenue stream evaporated with the collapse of the real estate market, and staff was now suggesting ways to maintain this project. Chairman Larkin agreed, but there had to be consideration of what a resident in other parts of the County would receive from a 30-year investment. He stated his dissatisfaction with the agreements that were being presented.

Commissioner Humke said the staff report referenced that SK Baseball and the City agreed that the County did not have any legal obligations to assist in the secondary effort to make SK Baseball pencil-out a debt service agreement. However, Article 3.6 of the November 14, 2012 Agreement, approved from the morning session of the City Council meeting, spoke on General Fund contributions by the County. He said that Article stated, “agency and City will use their best efforts to cause the County to effectuate the abatement of property taxes on the Stadium.” He said that was General Fund revenue, and he had no doubt that the City would use their best efforts to cause the County to abate property tax revenues.

Commissioner Jung echoed the comments that had been spoken. She said she was concerned with what the City was going to do and felt this conversation was premature. She believed the City needed to do their due diligence and demonstrate their commitment to the Stadium Authority and then the County would follow suit. She said this was a popular amenity for the taxpayers and could see a nexus between the Park Fund if there was a fair negotiation. Commissioner Jung stated that she would prefer to review the contract more in depth and the potential of baseball’s amiability to any type of profit sharing if the County would help with the feasibility. She respectively asked staff to stop bringing this before the Board until the City concluded their decision, and then approach the County and other municipalities in maintaining baseball.

Paul Lipparelli, Legal Counsel, said a comment was made that a Commissioner found the proposed agreement “lacking” and indicated he had written the agreement, not Mr. Berkich. He said the agreement was presented with an open-term about how much the County would consider providing in support of this project because every time the project was discussed, it had been in the context that the City was in a significant role in terms of solving the problem. He said there had never been Board direction in relation to the type of County support. He explained that an agreement was compiled on what that support may look like and what this agreement represented. Mr. Lipparelli said Section 5.1 allowed the County to terminate the agreement 120 days before the annual renewal. He indicated that Exhibit A would be the schedule of payments on how SK Baseball could get caught up on their delinquent property taxes and the debt reserve, but that had not been determined. He noted that Exhibit A would have to be provided before the agreement went into full effect.

Commissioner Breternitz stated that the issues were very complex, but the bottom line was that the County did not have the money.

Commissioner Weber thanked the developers for bringing baseball to the community. She believed that the City needed to step-up and then staff could bring this back to the Board.

On motion by Commissioner Jung, seconded by Commissioner Weber, which motion duly carried with Commissioner Breternitz voting “no,” it was ordered that Agenda Item 34 be continued.

12-1148 AGENDA ITEM 37 – REPORTS AND UPDATES

Agenda Subject: “Reports/updates from County Commission members concerning various boards/commissions they may be a member of or liaison to.”

Chairman Larkin announced that the groundbreaking for the Southeast Connector was scheduled for December 14, 2012. He said the Truckee Meadows Water Authority (TMWA) and the Regional Planning Governing Board (RPGB) were scheduled to meet on December 13, 2012.

Commissioner Weber said the Nevada Association of Counties (NACO) had a Board meeting set for December 14, 2012.

Commissioner Humke announced the grand opening of the Hidden Valley Fire Station that was held on December 8, 2012.

Commissioner Jung said she attended the District Board of Health (DBOH) Strategic Planning Retreat. She said the Library Board of Trustees was scheduled to meet on December 12, 2012.

Commissioner Breternitz stated he would attend the Nevada-Tahoe Regional Planning Agency (NVTRPA) and the (TRPA) Tahoe Regional Planning Agency meeting to consider the Regional Plan update.

12-1149 AGENDA ITEM 38 – CLOSED SESSION

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

There was no closed session scheduled.

12-1150 AGENDA ITEM 40 – PUBLIC COMMENT

Agenda Subject: “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.”

Joannah Schumacher spoke on the Council of Sustainable Development and the National Council of Local Environmental Initiatives.

Susan Severt thanked the staff that was working on the Revitalization Project for the Citizen Advisory Boards (CAB’s). She also thanked Chairman Larkin and

Commissioner Breternitz for their service and, although she did not always agree with them, she knew they made the best decisions for the County.

COMMUNICATIONS

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

12-1151 Nevada Tahoe Conservation District’s election results and poll lists for November 8, 2012, Board of Supervisor’s election.

QUARTERLY FINANCIAL STATEMENTS

12-1152 Clerk of the Court, Quarterly Financial Statement, Quarter Ending September 2012.

12-1153 Washoe County Sheriff’s Office First Quarter Report of Civil Fees and Commissions – Fiscal Year 2012/13.

12-1154 Office of the Constable – Incline Village/Crystal Bay Township, Quarterly Report of Revenues Received ending September, 2012.

12-1155 Washoe County School District’s Quarterly Report for the First Quarter of Fiscal Year 2013/14 ending September 30, 2012.

ANNUAL FINANCIAL STATEMENTS

12-1156 Carson Truckee Water Conservancy District’s Financial Statements and Supplemental Information Report ending June 30, 2012.

12-1157 Sun Valley General Improvement District’s (SVGID) Financial Statements and Supplementary Information for the Fiscal Year Ended June 30, 2012.

12-1158 Verdi Television Maintenance District Financial Statements for the year ended June 30, 2012.

12-1159 North Lake Tahoe Fire Protection District Financial Statements for the Fiscal Year ended June 30, 2012.

12-1160 Reno-Sparks Convention and Visitors Authority (RSCVA) Comprehensive Annual Financial Report for the Fiscal Year July 1, 2011 to June 30, 2012.

* * * * *

8:01 p.m. There being no further business to discuss, on motion by Commissioner Humke, 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:
Jan Frazzetta and
Stacy Gonzales
Deputy County Clerks*

RESOLUTION

WHEREAS, The former Nevada Field Laboratory, located approximately 20 miles northeast of Reno, Nevada, was operated by Rocketdyne during the period 1962 through 1970 for research, development and testing of rocket propulsion systems; and

WHEREAS, Through its activities, Rocketdyne, later purchased by Boeing, supported history-making programs including Gemini, Lunar Module, Apollo and the Space Shuttle; and

WHEREAS, Final testing was performed in late 1970 and the 126,000-acre site was sold to McCulloch Properties, Inc. in 1974; and

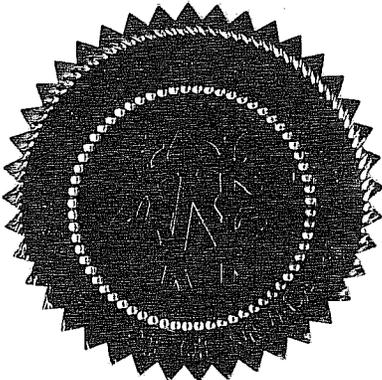
WHEREAS, Boeing and the Washoe County Health Department have worked closely together to educate and inform the community about the ongoing cleanup efforts; and

WHEREAS, The Washoe County Health Department played a very large role in working with Boeing and the community to get the investigation work started at the beginning of the project; and

WHEREAS, In August 2012, the Boeing Company was recognized by the Nevada Division of Environmental Protection for its commitment to an expedited plan completing clean up of Area C at the former Nevada Field Laboratory and obtained a No-Further-Action determination for the site; now, therefore, be it

RESOLVED, That the Washoe County Board of Commissioners are pleased to honor Boeing as an "outstanding corporate citizen" for its work in cleaning up the former Nevada Field Laboratory.

ADOPTED this 11th day of December, 2012.



Robert M Larkin

Robert M. Larkin, Chairman
Washoe County Commission

12-104

RESOLUTION NO. ____

A RESOLUTION DIRECTING THE COUNTY TREASURER TO GIVE NOTICE OF THE SALE OF PROPERTIES SUBJECT TO THE LIEN OF A DELINQUENT ASSESSMENT; RATIFYING ALL ACTIONS PREVIOUSLY TAKEN; AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO.

WHEREAS, the Board of Commissioners (the "Board") of the County of Washoe (the "County"), State of Nevada, pursuant to different ordinances heretofore duly passed and adopted, created County improvement districts as more particularly described at Exhibit A attached hereto and incorporated herein (the "Districts"), and ordered the acquisition of improvements within said Districts, and determined to defray a portion of the entire cost and expense of such improvements by special assessments, according to benefits, against the benefited lots, tracts and parcels of land ("properties") in the respective Districts; and

WHEREAS, the Board has by their respective ordinances levied assessments against the properties; and

WHEREAS, the Board has directed and hereby reaffirm their direction to the County Treasurer to collect and enforce the assessments in the Districts in the manner provided by Nevada's Consolidated Local Improvements Law, NRS Chapter 271; and

WHEREAS, the assessment installments on certain properties in the Districts are delinquent, as identified in Exhibit A attached hereto ("delinquent properties"), and remain delinquent after delivery by certified mail, return receipt requested, of a ten day delinquency notice to each delinquent property owner; and

WHEREAS, the Board desires that the County Treasurer proceed with a notice of the sale of the delinquent properties as provided in NRS 271.545 and sell the delinquent properties pursuant to NRS 271.540 to NRS 271.630.

12-11-13

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

1. The Board hereby exercises its option to cause the whole amount of the unpaid principal of the assessments on the delinquent properties to become due and payable as provided in NRS 271.410.

2. The Board hereby ratifies all action previously taken by the County Treasurer and directs the County Treasurer to give notice of the sale of the delinquent properties and to sell the delinquent properties pursuant to NRS 271.540 to NRS 271.630. **The sale shall take place at 11:00 a.m. on January 22, 2013, in the Washoe County Central Conference Room, 1001 E 9th St Building C, Reno Nevada**, which the Board hereby finds a convenient location within the County.

3. If some irregularity or circumstance arises before the sale of any delinquent property such that in the opinion of the Washoe County Treasurer the public interest would best be served by withdrawing such a delinquent property from sale, the Washoe County Treasurer is hereby expressly authorized to make such a withdrawal. The Treasurer shall report to the Board in writing concerning his decision to make such a withdrawal and shall state the reasons for the decision.

4. The County Treasurer shall give the notice as provided in NRS 271.545, by publication in the Reno Gazette Journal, a newspaper of general circulation in the County, and such notice to be published at least once a week, for three consecutive publications, by three weekly insertions, the first such publication to be at least 15 days prior to the day of sale. It shall not be necessary that the notice be published on the same day of the week, but not less than 14 days shall intervene between the first publication and the last publication. Such service by publication shall be verified by the affidavit of the publisher and filed with the County Treasurer. The County Treasurer or his designee shall also give written notice of sale by mailing a copy of such notice, by first-class mail, postage prepaid, at least 20 days prior to the day of sale, to the last known owner or owners of all properties subject to sale or other designated person at his or

her last-known address or addresses; and to any person or governmental entity that appeared in the records of the County to have a lien or other interest in the delinquent property. Proof of such mailing shall be made by the affidavit of the County Treasurer or his designee and such proof shall be filed with the County Treasurer. Proof of the publication and proof of the mailing shall be maintained in the permanent records of the office of the County Treasurer until all special assessments and special assessment bonds issued (if such special assessment bonds have been or are hereafter issued) shall have been paid in full, both principal and interest, until any period of redemption has expired or property sold for an assessment, or until any claim is barred by an appropriate statute of limitations, whichever occurs last.

5. The officers of the County are hereby authorized to take all action necessary to effectuate the provisions of this Resolution.

6. The resolution is effective on passage and approval.

ADOPTED this 11th Day of December 2012, by the following vote:

AYES: Larkin, Welber, Humke, Bretemite, Jung

NAYS: None

ABSENT: None

ABSTAIN: None

Robert M Larkin

Chairman
Washoe County Commission

ATTEST:
Dancy L. P. Chief Deputy
County Clerk

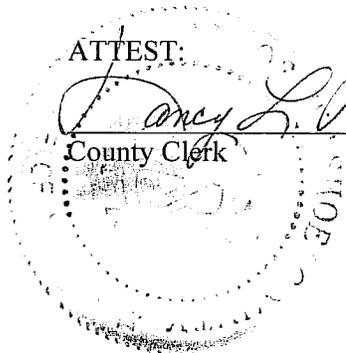


EXHIBIT A

Delinquent Parcels – by Assessment District - as of 11/21/2012

WCAD #21 Cold Springs Sewer — **District 5**
1 parcel

566-091-01

WCAD #23 Arrowcreek Water — **District 2**
10 parcels

152-020-00 (Assessment billed under one parcel and includes the following)

152-021-03

152-021-06

152-390-02

152-390-03

152-443-22

152-582-07

152-611-07

152-850-06

152-880-01

152-891-02

WCAD #32 Spanish Springs Valley Ranch Rd Imp — **District 4 & 5**
9 parcels

076-290-52

076-361-09

076-361-18

076-381-40

076-391-11

076-391-23

076-690-61

076-690-76

077-230-14

WCAD #37 Spanish Springs Sewer Phase 1A—**District 4**
5 parcels

089-243-03

089-274-01

089-344-14

089-344-17

089-361-01

Total Parcels 25

12-11-13

RESOLUTION

A RESOLUTION INVOLVING PROPERTY AT CRYSTAL BAY CONFIRMING WASHOE COUNTY IS ACCEPTING AN EASEMENT FROM GRABLE RONNING FOR A PORTION OF GONOWABIE ROAD CONTAINED ON 400 GONOWABIE ROAD, ACCEPTING AN OFFER OF DEDICATION OF FEE TITLE TO A PORTION OF ANAHO ROAD, ACCEPTING DEDICATION OF 8 SQUARE FEET OF PROPERTY ADJACENT TO GONOWABIE ROAD AND 184 SQUARE FEET OF PROPERTY ADJACENT TO ANAHO ROAD BOTH DEDICATIONS DERIVING FROM APN 123-145-02 AND OTHER MATTERS PROPERLY RELATED THERETO

WHEREAS, on October 23, 2012 the Washoe County Board of County Commissioners approved a stipulation ("Stipulation") to settle and dismiss Ronning vs. County of Washoe (Case No. CV03-04557) a lawsuit involving Gonowabie Road and Anaho Road at Crystal Bay, Nevada and issues relating to easements, a fence, road signs, excess pavement and the use of a parcel owned by the State of Nevada and other matters properly related;

WHEREAS, on October 23, 2012 along with approval of the Stipulation, the Washoe County Board of County Commissioners was presented with an offer of dedication from Grable Ronning for roadway easement over a portion of a parcel located at 400 Gonowabie Road through a dedication document that provided the offer was "rejected at this time" but "shall remain open indefinitely in accordance with NRS 278.390";

WHEREAS, it is the intent of Grable Ronning to dedicate an easement over a portion of Gonowabie Road and not fee title to that roadway;

WHEREAS, pursuant to paragraph 6 of the Stipulation Grable Ronning desires to dedicate and Washoe County desires to accept dedication of the paved portion of the existing Anaho Road adjacent to APN 123-145-02 and as described in a survey referenced in the Stipulation as the 2012 Foster Survey and an exhibit attached hereto;

WHEREAS, in conjunction with the settlement of the litigation described in the Stipulation, Grable Ronning desires to dedicate and Washoe County desire to accept dedication

of an 8 square foot portion of APN 123-14-02 on the west side of Gonowabie Road as described in an exhibit attached hereto which revises Exhibit 3-9 to the Stipulation which erroneously described the dedicated property as 5 square feet in size; and

WHEREAS, in conjunction with the settlement of the litigation described in the Stipulation, Grable Ronning desires to dedicate and Washoe County desire to accept dedication of an 184 square foot portion of APN 123-14-02 on the west side of Anaho as described in Exhibit 3-8 to the Stipulation;

NOW THEREFORE, be it resolved by the Board of Commissioners of Washoe County as follows:

1. Pursuant to paragraph 1 of the Stipulation Grable Ronning is offering and Washoe County is accepting an easement to the Gonowabie Road roadway described in Exhibit A of the Stipulation totaling 3245 square feet.
2. Pursuant to paragraph 6 of the Stipulation Grable Ronning is offering and Washoe County is accepting fee title to the Anaho Road roadway described in the 2012 Foster Survey and the Irrevocable Offer of Dedication attached hereto.
3. Grable Ronning is offering and Washoe County is accepting the dedication of a sliver parcel consisting of 184 square feet on the west side of Anaho Road as described in Exhibit 3-8 of the Stipulation, and the Irrevocable Offer of Dedication attached hereto.
4. Grable Ronning is offering and Washoe County is accepting the dedication of a sliver parcel consisting of 8 square feet west of Gonowabie Road as described in a revised Exhibit 3-9 to the Stipulation in the Irrevocable Offer of Dedication attached hereto (the Stipulation Exhibit 3-9 erroneously described the property to be dedicated as 5 square feet).
5. Washoe County is accepting dedication of all the offers described herein effective

immediately despite any language in the dedication documents that provides the offers are rejected but held open indefinitely.

6. Any county official whose name or position is shown as a signor of the draft instruments attached to the Stipulation or the exhibits to the Stipulation or this resolution, or that person's designee, is hereby authorized to sign that instrument on behalf of Washoe County.

7. This resolution supersedes any other inconsistent action of the Board.

[Business Impact Note: The Board of County Commissioners hereby finds that this resolution does not impose a direct and significant economic burden upon a business, nor does it directly restrict the formation, operation or expansion of a business.]

ADOPTED this 11th day of December, 2012, by the following vote:

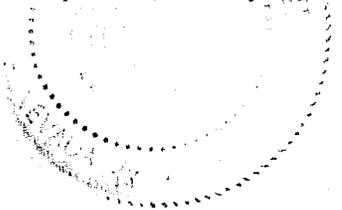
AYES: Larkin, Weber, Humke, Brekernitz, Jung
NAYS: none
ABSENT: none
ABSTAIN: none

Robert M Larkin
Robert M. Larkin, Chairman

12-11-12

ATTEST:

Amy L. Harvey Chief Deputy
AMY HARVEY, County Clerk



**INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING
AND SUPPRESSION PERSONNEL AND EQUIPMENT**

THIS INTERLOCAL AGREEMENT, hereinafter referred to as "Agreement", is made and entered by and between the County of Washoe, a political subdivision of the State of Nevada, on behalf of the Washoe County Sheriff's Office, 911 Parr Boulevard, Reno, NV 89512, hereinafter the "WCSO", the Truckee Meadows Fire Protection District, 1001 E. 9th St., Reno, NV 89520, hereinafter "TMFPD," and the North Lake Tahoe Fire Protection District, 866 Oriole Way, Incline Village, NV 89451, hereinafter the "NLTFPD." TMFPD, and NLTFPD, may be collectively referred to as the "Fire Districts." The parties to this agreement also may be referred to as "participating agency" or "participating agencies."

WHEREAS, each of the parties are public agencies and political subdivisions of the State of Nevada; and

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

WHEREAS, the WCSO owns and operates an HH1-H helicopter on which a water tank for fire suppression can be affixed, as well as two OH-58 helicopters which aircraft are suitable for use for aerial observation purposes; and

WHEREAS, the Fire Districts are responsible for wildland fire monitoring and suppression within their respective areas of unincorporated Washoe County; and

WHEREAS, aerial fire monitoring and suppression instituted by the Fire Districts can be done more cost-effectively using the aerial resources of the WCSO; and

WHEREAS, the parties desire that the WCSO respond for the purposes of aerial wildland fire monitoring and suppression for the Fire Districts, which response shall include such mutual training exercises as the parties to this Agreement shall agree are necessary to provide the level of service and margin of safety appropriate for such purposes; and

WHEREAS, the Fire Districts' respective lands all pose fire dangers at times and, therefore, the Fire Districts agree to participate in portions of the administration and costs of the duties and obligations to the WCSO as set forth in this Agreement;

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

1. **TERM:** This Agreement shall commence upon acceptance by all parties and shall terminate on June 30, 2013.

2. **TERMINATION:** Any party may terminate this Agreement without cause, solely as to its duty and obligation hereunder, upon 90 days written notice to all other parties. Any party may

**INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING
AND SUPPRESSION PERSONNEL AND EQUIPMENT**

12-11-13

terminate this Agreement for cause, solely as to its duty and obligation hereunder, after 30 days written notice to the defaulting party(ies) only if the defaulting party(ies) fail to cure the default within those 30 days. The notice shall specify the cause alleged as the basis for said termination. In the event any party terminates this Agreement for cause, the Agreement shall remain in force and effect with other parties who have not taken action to terminate.

3. **AGREEMENT AS TO PERSONNEL AND EQUIPMENT
AND OPERATING PROTOCOLS AND PROCEDURES:**

A. Aircraft and Equipment:

1. The WCSO shall provide, when requested, the FIRE DISTRICTS a helicopter, and possibly other aircraft, if made available by WCSO, (hereinafter collectively referred to as "helicopter") for the use of FIRE DISTRICTS for monitoring and fire suppression purposes during fire season. For purposes, of this Agreement, "fire season" shall be defined as commencing as of April 1 and ending as of October 31 during the applicable calendar year. Except as specifically or otherwise provided in this Agreement, the duties and obligations of FIRE DISTRICTS and WCSO in regard to said Aircraft and Equipment only apply during the fire season as so defined. WCSO as owner of helicopter shall maintain the helicopter to standards applicable to the allowed uses established by this Agreement, including standards referenced herein, and assure its availability to the Fire Districts during the Fire Season.
2. The helicopter provided shall be configured as follows:
 - a. A Type 2 helicopter, which aircraft shall be configured to meet ICS 420-1 minimum standards for a Type 2 helicopter, including but not limited to:
 - 10 seats, including pilot;
 - 2,500 pound card weight capacity; and
 - 300 gallons of water capacity.
 - b. Include a fixed water tank capable of two (2) drops per sortie and equipped with a self-filling snorkel device.
3. The helicopter and any other aircraft provided pursuant to this Agreement shall be equipped, maintained and operated under all applicable Federal Aviation Agency (FAA) regulations.
4. The helicopter provided pursuant to this Agreement shall be operated, maintained and secured within the guidelines of the Federal Excess Personal Property (FEPP) Program and its sponsors, the United States Forest Service, hereinafter referred to as the "USFS" and the Bureau of Land Management, hereinafter referred to as the "BLM."
5. The WCSO shall provide pilots for any helicopter and all other aircraft provided pursuant to the terms of this Agreement and shall be responsibly to assure that such

INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING
AND SUPPRESSION PERSONNEL AND EQUIPMENT

pilots have proper training and adequate supervision to accomplish the allowed uses established by this Agreement.

6. All pilots provided by the WCSO shall have current commercial licenses. For firefighting missions that involve federal lands, the pilots shall also have current permits and approvals (carding) from USFS and BLM for firefighting missions.

7. The WCSO shall notify FIRE DISTRICTS of the schedule for inspections of any of the helicopter, including other aircraft made available, as provided by the WCSO to the FIRE DISTRICTS during the term of this Agreement and allow each FIRE DISTRICTS representative to attend the card review procedures. This inspection is for informational purposes and does not impose any form of duty or liability on Fire Districts to ascertain fitness for purpose or to confirm adequate maintenance has been performed.

8. The WCSO shall also supply necessary supporting equipment for the helicopter, including but not limited to, an approved fuel-servicing vehicle sufficient to sustain eight (8) hours of helicopter flight under firefighting conditions. The fuel-servicing vehicle shall be inspected by the FIRE DISTRICTS and WCSO shall comply with all fire, vehicle and other applicable codes related thereto. This inspection is for informational purposes and does not impose any form of duty or liability on Fire Districts to ascertain fitness for purpose or to confirm adequate maintenance has been performed.

9. Any helicopter supplied pursuant to this Agreement shall be operated in accordance with the "Interagency Helicopter Operations Guide" (IHOG).

10. The FIRE DISTRICT that requests use of Helicopter shall provide a helicopter manager, either a FIRE DISTRICT employee or through a cooperative agreement with another agency, anytime a helicopter is requested from the WCSO under the terms of this Agreement. If the requesting FIRE DISTRICT is unable to provide a helicopter manager, the WCSO shall provide one. The cost for the Helicopter Manager, if provided by WCSO, shall be borne by FIRE DISTRICT.

B. Operations

1. The FIRE DISTRICTS shall appoint a designated helicopter manager for all operations for which a helicopter is requested pursuant to this Agreement. If no FIRE DISTRICT helicopter manager is available for response, the WCSO shall provide the helicopter manager. The helicopter manager shall be responsible for the administrative and tactical functions of the aircraft. Although the FIRE DISTRICTS may select a helicopter manager based on its own selection criteria, the FIRE DISTRICTS will consult with the WCSO regarding the selection.

2. The helicopters subject to this Agreement will be based at the Reno-Stead Airport. The FIRE DISTRICTS may, at its, option designate alternate bases for

INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING
AND SUPPRESSION PERSONNEL AND EQUIPMENT

temporary operation. The FIRE DISTRICTS shall be responsible for the cost of flight time to and from the alternate base so designated.

3. The FIRE DISTRICTS may have interagency and cooperative-agreements with other local, state and federal agencies and may dispatch the helicopter to supply automatic and mutual aid pursuant to contracts with those agencies. The WCSO consents to the use by the FIRE DISTRICTS of the WCSO personnel and equipment designated in this Agreement pursuant to those agreements for wildland fire monitoring and suppression activities within the County of Washoe. Operations for such purposes outside of Washoe County may not be undertaken without the prior approval by the WCSO Assistant Sheriff of Operations - or a higher member of the WCSO Command Staff – which approval or denial shall be at the sole discretion of the WCSO. In any event such operations shall not exceed twenty (20) nautical miles beyond the Washoe County boundary lines.

4. In the event that a WCSO helicopter is not available for a response to a FIRE DISTRICTS' request for a fire monitoring or suppression mission due to being utilized by a another agency for fire monitoring or suppression, it will be the responsibility of the FIRE DISTRICTS and the Incident Commander of the fire in which the helicopter is already working, to determine which fire should receive priority for air support.

5. Further operational and related details concerning the parties' performance under this Agreement in regard to said Aircraft and Equipment are set forth in the parties' Aviation Fire Suppression Program Operational Plan 2010 ("Operating Plan") executed contemporaneously herewith. The terms and conditions of this Agreement shall govern and resolve any conflicts between the Operating Plan and this Agreement.

C. Availability As follows:

1. During the Fire Season, and during the duration of this Agreement the helicopter shall be available:

- a. Immediate Response: The helicopter shall be available for immediate response during designated "Red Flag" days. "Red Flag" days shall be defined as those days that the National Weather Service has issued a "Red Flag" warning for any area under the FIRE DISTRICTS' responsibility. For the purposes of this Agreement, the phrase "immediate response" shall mean the helicopter is in flight within fifteen (15) minutes of receipt of the contact by the WCSO from the FIRE DISTRICTS requesting such equipment's dispatch.
- b. Standby Time: The helicopter will be available)four (4) days per week, ten hours (10) per day. The duty hours will be coordinated with the FIRE DISTRICTS to maximize coverage for the critical burn hours. Sunset will

INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING
AND SUPPRESSION PERSONNEL AND EQUIPMENT

be taken into consideration for operational hours as the WCSO will not be qualified to fight fires at night during the period of this Agreement. The "designated days" of the week will be at the discretion of the WCSO. The response time shall be no more than thirty (30) minutes from notification of the WCSO by the FIRE DISTRICTS requesting such dispatch. For "Red Flag" days that fall outside of a designated four (4) day work week, the WCSO shall staff the helicopter for immediate response if requested and for an additional cost as hereinafter set forth.

- c. The helicopter may be made available each day for recall for hours that fall outside of the WCSO's designated work week hours. This recall status will be available for an additional cost. For the purposes of this Agreement, "recall" shall mean the pilot is being recalled from an off-duty status and will respond to the hangar. The helicopter will be staffed and in flight within one (1) hour of notification of the designated recall pilot.
- d. Time Schedules: The FIRE DISTRICTS and the WCSO, in cooperation with the other involved fire departments and districts will meet and mutually agree on duty hours prior to the start of the fire season.

2. The WCSO shall provide immediate notification to the FIRE DISTRICTS' Chief of Operations of any inability of the WCSO to provide the designated personnel and equipment pursuant to the terms and conditions of this Agreement.

3. The WCSO shall provide all necessary support for continuous, uninterrupted operation of the helicopter whenever required pursuant to the terms of this Agreement. This support shall include, but not be limited to, a staffed fuel truck and other services as required.

4. The WCSO may, at its sole discretion, when so requested by the FIRE DISTRICTS, make an additional helicopter (OH-58) available to the FIRE DISTRICTS for aerial observation. Such additional aircraft is subject to the immediate direction of the WCSO. The FIRE DISTRICTS may, at their discretion, request such additional aircraft on a call-when-needed basis when the FIRE DISTRICTS' incident commanders request additional firefighting resources. The FIRE DISTRICTS shall reimburse the WCSO for such call-when-needed aircraft in accordance with the terms of this Agreement. A qualified helicopter manager will be assigned to call-when-needed aircraft when available, but shall not delay a response.

5. When the FIRE DISTRICTS request the availability of an observation helicopter and it is made available by the WCSO, the FIRE DISTRICTS acknowledges that such OH-58 helicopters operated by the WCSO are not and will not be "carded" by the USFS, or the BLM and therefore its costs do not qualify for reimbursement by FEMA.

INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING
AND SUPPRESSION PERSONNEL AND EQUIPMENT

6. Except as provided in Section 3 of this Agreement, in the event that other agencies request the use of the WCSO'S aircraft, the use of those aircraft shall be governed by the terms of use established by the WCSO with those agencies.

D. Training

1. All pilots assigned to aircraft under this Agreement shall be trained in the policies, frequency plans and special safety issues of the FIRE DISTRICTS and Federal firefighting aviation assets. This knowledge may, in the alternative, be gained by attending NDF/USFS/BLM Aviation safety meetings, pre-season inter-agency operations meetings and other such opportunities. The FIRE DISTRICTS shall make such opportunities available to the WCSO's pilots at no charge, cost or fees for such attendance and participation.
2. WCSO shall train the helicopter manager in the duties and responsibilities of the crew chief at no additional charge, cost or fee for such training other than assessment of the charges and fees designated for use of the WCSO personnel and equipment for such training and operational usage by the FIRE DISTRICTS of such personnel and equipment.
3. The WCSO'S Aviation Unit manager or his designee and all pilots (based upon availability) assigned to aircraft under this Agreement shall attend a FIRE DISTRICTS' approved pre-season workshop.
4. The WCSO shall make its helicopters reasonably available, at the agreed hourly flight rate, for firefighting coordination training of flying crews and helicopter managers.

E. Communications:

1. A morning report shall be transmitted to the on-duty Battalion Chiefs for the FIRE DISTRICTS as well as the Incline, Reno Fire and Minden Dispatch centers within 30 minutes of commencement of daily operations.
2. This report shall include:
 - Status of RAVEN 3 (HH-1H, Huey)
 - Response posture, immediate or stand-by
 - Pilot name
 - Special status changes; i.e., location if not Reno-Stead Airport
 - Other available helicopters
 - Name of Helicopter Manager
3. The helicopter manager or the pilot shall ensure the following minimum information is obtained before liftoff on a fire mission:

INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING
AND SUPPRESSION PERSONNEL AND EQUIPMENT

- Location and name of incident (Latitude and Longitude if available)
- Command radio frequency
- ICS ground contact
- Call-up frequency if different from command frequency
- Air-to-air frequency if other aircraft are operating

4. At the FIRE DISTRICTS' request, the WCSO personnel who participate in a response will attend any FIRE DISTRICTS' meetings to discuss the response to the incident subject to said attendance occurring during such personnel's regular duties days and hours.

F. Funding and Reimbursement::

1. As and for advance funding for the availability during a fire season of designated WCSO equipment and personnel at times constituting the WCSO's designated work week and hours, the FIRE DISTRICTS will provide advance funding to the WCSO as follows:

- a. The TMFPD shall provide to the WCSO \$65,000 within 30 days of acceptance by all parties to this Agreement.
- b. The NLTFPD shall provide to the WCSO \$10,000 within 30 days of acceptance by all parties to this Agreement.

The purpose of the advance funding by each of the FIRE DISTRICTS is to ensure the ability of each district to request a WCSO helicopter for wildland fire monitoring and/or suppression pursuant to the terms of this Agreement. The advance funding shall be utilized at the discretion of the WCSO in its sole and absolute discretion.

2. Reimbursement for Flight Time: The FIRE DISTRICTS do not guarantee a maximum or minimum number of flight hours that may be utilized for training and the monitoring and suppression of wildland fires during the term of this Agreement, such usage being subject to the nature and extent of such incident during the term of this Agreement. When the aircraft of the WCSO covered by this Agreement are operating at the request of a FIRE DISTRICT, that FIRE DISTRICT is solely responsible to reimburse the WCSO as follows:

- \$1,190 per flight hour for the HH-1H Huey helicopter. Flight time shall be accrued and reimbursed in tenths of an hour based upon a battery-activated hour meter and shall include fuel.

**INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING
AND SUPPRESSION PERSONNEL AND EQUIPMENT**

- \$525 per flight hour for the OH-58 helicopter. Flight time shall be accrued and reimbursed in tenths of an hour based upon a battery-activated hour meter and shall include fuel.

3. Personnel Surcharges: Anytime a WCSO pilot is operating on behalf of a FIRE DISTRICT, or is requested by the FIRE DISTRICTS to be available for an immediate response or to be on standby, outside of the WCSO designated work week hours, the FIRE DISTRICTS shall pay a surcharge.

- a. A request to be available for immediate response shall generate a surcharge of \$100 per hour (\$152 per hour on a holiday) to be paid to the WCSO by the requesting FIRE DISTRICT. The Requesting FIRE DISTRICT shall pay \$100 per hour of this surcharge. The remaining quarter shall be paid by the Washoe County Fire Suppression Budget. Holidays will be defined in accordance with the Washoe County Deputies Association contract with the County.
- b. When WCSO personnel operate aircraft at the request of a FIRE DISTRICT, then that FIRE DISTRICT is solely responsible for the surcharge of \$100 per hour (\$152 per hour on a holiday). Holidays will be defined in accordance with the Washoe County Deputies Association contract with the County.
- c. When any one or more of the FIRE DISTRICTS request the WCSO to guarantee availability of a pilot at times outside of the WCSO's designated work week hours (i.e, "immediate availability" not desired but rather on "standby" with a pager, e.g.), the FIRE DISTRICTS shall pay to the WCSO a surcharge of \$9.25 per hour per person (\$14.00 on a holiday). This surcharge is mandated in accordance with Washoe County Deputies Association contract with the WCSO, specifically ¼ hour pay per hour of "stand-by time." The FIRE DISTRICTS must notify the WCSO Aviation Unit manager 8 hours prior to the desired recall period to determine pilot availability and provide proper prior notice and crew rest to the designated pilot. The FIRE DISTRICTS shall each pay ½ of this surcharge. The remaining quarter is to be paid by the Washoe County Fire Suppression Budget. When said pilot is then requested for immediate availability, or requested to operate aircraft, then this standby status is terminated along with this surcharge and the surcharge rate in paragraph 3.F.3.b immediately above applies.
- d. The FIRE DISTRICTS may request a pilot to respond outside of the WCSO's designated work week hours but without designating a pilot for standby; however the WCSO will not guarantee a response in such event.
- e. If a fuel truck is requested by a FIRE DISTRICT to respond to a fire, the requesting FIRE DISTRICT is solely responsible for and shall pay \$37 per

INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING
AND SUPPRESSION PERSONNEL AND EQUIPMENT

hour (\$55 per hour on a holiday) for the driver. The requesting FIRE DISTRICT shall pay – in addition - \$1.00 per mile from the Reno-Stead Airport to and from any staging area. For any training activities provided to the FIRE DISTRICTS in which the fuel truck is requested, the rates in this paragraph apply and shall be equally shared by the FIRE DISTRICTS participating in the training. These rates include fuel.

- f. If the requesting FIRE DISTRICT is unable to provide a helicopter manager and WCSO provides one, the requesting FIRE DISTRICT shall pay \$37 per hour (\$55 on a holiday) for the helicopter manager.
- g. The WCSO Aviation Unit Manager or his designee shall prepare, during each month during the term of this Agreement when a reimbursement is due, a month-end invoice detailing services rendered and the associated costs in accordance with this Agreement. A copy of any backup documentation will be provided to the FIRE DISTRICTS when requested of the WCSO Finance Liaison Officer.
- h. The FIRE DISTRICTS shall remit to the WCSO full payment within 30 days of receipt of the invoice, which payment shall be by a check made out to the Washoe County Sheriff's Office, RAVEN program.

4. **ADMINISTRATION:** The FIRE DISTRICTS' Chiefs and the Washoe County Sheriff shall be responsible for the administration of this Agreement. Each party to this Agreement represents to the other that it has sufficient resources and/or other agreements to perform the covenants, terms and conditions set-forth hereunder. The terms of this Agreement may be modified only by written agreement of the parties hereto.

5. **EMPLOYMENT STATUS:** The WCSO and the FIRE DISTRICTS individually shall, during the entire term of this Agreement, be construed to be independent contractors and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship between employees of any of the parties hereto. Except as expressly provided in this Agreement, the WCSO shall be responsible for management of and costs associated with the WCSO employees, and the FIRE DISTRICTS shall be responsible for management of and the costs associated with the FIRE DISTRICTS' employees.

6. **ENTIRE AGREEMENT & SEVERABILITY:** This Agreement contains all of the commitments and agreements of the parties. Oral and written commitments not contained herein shall be of no force or effect to alter any term of this Agreement. In the event any one or more of the terms, sentences, paragraphs, or provisions contained herein shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other terms, sentences, paragraphs or provisions, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

7. **NOTICE.** 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

INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING
AND SUPPRESSION PERSONNEL AND EQUIPMENT

personally in hand, by 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 above.

8. INSPECTION & AUDIT.

A. *Books and Records.* Each party agrees to keep and maintain under generally accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the other party, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable regulations and statutes.

B. *Inspection & Audit.* Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the other party, the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

C. *Period of Retention.* All books, records, reports, and statements relevant to this Agreement must be retained by each party for a minimum of three years and for five years if any federal funds are used in this Agreement. The retention period runs from the date of termination of this Agreement. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

9. LIABILITY OF PARTICIPATING AGENCIES

A. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, each participating agency agrees to indemnify, hold harmless and defend the other participating agencies, their officers, employees and agents from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful act or omissions of the participating agency, its officers, employees and agents arising out of the performance of this Agreement. Each agency may assert all available defenses, including but not limited to the defense of sovereign immunity as appropriate in all cases. Each agency's obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035.

INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING
AND SUPPRESSION PERSONNEL AND EQUIPMENT

B. Each participating agency shall be responsible for, and the other agencies shall have no obligations with respect to the following:

1. Withholding income taxes, FICA or any other taxes or fees
2. Industrial insurance
3. Participation in any group insurance plans available to employees
4. Participation or contribution by either the employing agency or the participating agencies to the Public Employees Retirement System
5. Accumulation of vacation leave or sick leave
6. Unemployment compensation coverage provided by the participating agencies

C. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, participating agencies shall indemnify and hold other participating agencies harmless from liability for damages, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. The employing agency's employees, agents, or representatives shall not be considered employees, agents or representatives of other participating agencies. Each agency will assert the defense of sovereign immunity as appropriate in all cases. Each agency's obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035.

D. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, participating agencies shall indemnify and hold other participating agencies harmless for damage, or from liability for damages, resulting from the use of another agencies' equipment or vehicle while acting in official capacity in furtherance of this agreement. This excludes liability for damages arising from mechanical or other defects with the equipment or vehicles, for which the owning agency shall be responsible. Each agency will assert the defense of sovereign immunity as appropriate in all cases. Each agency's obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035.

10. WORKERS' COMPENSATION. For the limited purpose of the exclusive remedy set forth in NRS 616A.020, all parties shall be deemed to employ jointly a person who is an employee of either party and sustains an injury by accident or occupational disease while participating in the matter for which assistance was requested. However, for the purpose of providing insurance benefits pursuant to NRS 616A through NRS 616D and NRS 617 each party shall provide such benefits to its own employees at its own expense. The parties waive any indemnification provision with respect to such industrial injuries or occupational diseases.

11. GOVERNING LAW; JURISDICTION. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Second Judicial District Court of the State of Nevada for interpretation and enforcement of this Agreement.

**INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING
AND SUPPRESSION PERSONNEL AND EQUIPMENT**

12. **ASSIGNMENT.** Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

IN WITNESS THEREOF, the parties hereto have approved this Agreement and have caused this Agreement to be executed by their respective officers on the date next to the signatures.

**BOARD OF FIRE COMMISSIONERS
FOR THE TRUCKEE MEADOWS
PROTECTION DISTRICT**

COUNTY OF WASHOE

BY: _____
Robert Larkin, CHAIR

By: Robert M Larkin
Robert Larkin, CHAIR

DATE:

DATE:

ATTEST:

ATTEST:

Chief Deputy Clerk

Jancy L. D. Ct. Chief Deputy
County Clerk

**Fire Chief
FOR THE NORTH LAKE TAHOE
FIRE PROTECTION DISTRICT**

DATE:

ATTEST:

BY: _____
Michael D. Brown, FIRE CHIEF

Administrative Clerk

12-11-23

RESOLUTION – Authorizing the Grant of Public Money to a Private Nonprofit Organization

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 from the from the U.S. Department of Health and Human Services, Initiative to Reduce Long-term Foster Care, CFDA #93.648, federal award number 90OCT0157/02, will provide a substantial benefit to the inhabitants of Washoe County and are made to private nonprofit organizations; now, therefore, be it

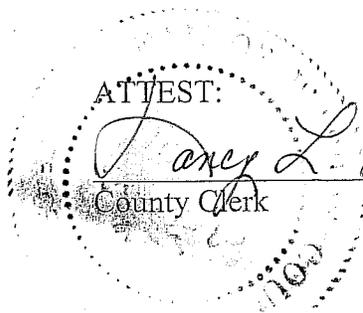
RESOLVED, by the Board of Commissioners of Washoe County that:

1. The Board hereby grants to Children's Cabinet a private, nonprofit organization, a grant in the amount of \$1,623,216.
2. The purpose of the Permanency Innovations Initiative is to develop a new approach to permanency for child entering the foster care system. Washoe County provides child welfare services to 680 children annually. The Nevada Initiative to Reduce Long-Term Foster Care is focused on preventing children from entering long-term foster care, improving permanency for children in foster care and decreasing the amount of time it takes for foster care youth to achieve permanency.
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 Agreement.

Adopted this 11th day of December 2012



Robert M. Larkin, Chairman
Washoe County Commission



12-11-12

Resolution in Support of the Consolidated Tax Bill Draft Generated by the Interim Subcommittee to Study the Allocation of Money Distributed from the Local Government Tax Distribution Account

WHEREAS, The 2011 Legislature passed Assembly Bill 71 directing the Legislative Commission to conduct an interim study concerning the equitable allocation of money distributed from the Local Government Tax Distribution Account; and

WHEREAS, The Local Government Tax Distribution Account, also known as the Consolidated Tax; is comprised of six State collected tax revenues for the benefit of local governments, of which over eighty-percent is basic and supplemental city-county relief sales and use tax, and

WHEREAS, The Legislative Commission's Subcommittee to Study the Allocation of Money Distributed from the Local Government Tax Distribution Account sanctioned a working group of local government finance staff and others to work with the Legislative Counsel Bureau and the Nevada Department of Taxation to analyze the current formula and make recommendations for improvements; and

WHEREAS, Washoe County, Nevada participated in the local government working group meetings; and

WHEREAS, The local government working group conducted 44 meetings with more than 50 local government stakeholders from all regions of the state participating; and

WHEREAS, Significant contributions to the review and analysis of the consolidated tax review were also made by the Nevada Department of Taxation and Nevada's Legislative Counsel Bureau; and

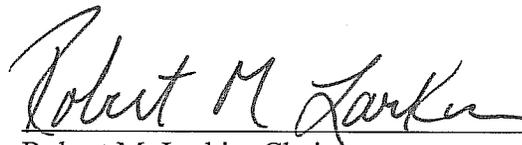
WHEREAS, The local government working group reached a consensus on changes to the allocation formula for the Local Government Tax Distribution Account; and

WHEREAS, The local government working group collaborated with the Legislative Counsel Bureau to draft a bill codifying the changes as recommended; and

WHEREAS, The attached Bill Draft Request 32-247 represents the aforementioned changes to the formula, which were passed out of the Legislative Commission's Subcommittee.

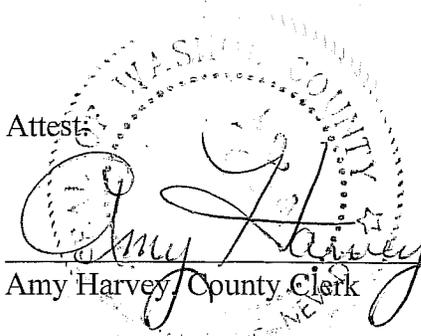
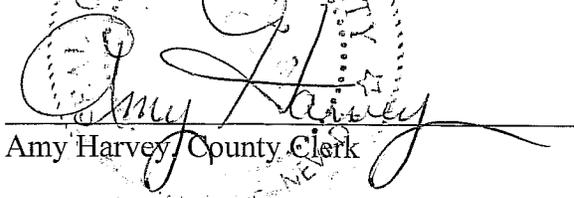
NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of County Commission of Washoe County, Nevada supports the attached bill draft request to modify the allocation formula for the Local Government Tax Distribution Account effective in fiscal year 2014.

PASSED AND APPROVED this December 11, 2012



Robert M. Larkin, Chairman
Board of County Commissioners

Attest:



Amy Harvey, County Clerk

12-11-12

RESOLUTION
Dr. Marlene Rebori

WHEREAS, Citizen Engagement in a local community is associated with improving local government services, preventing crime, increasing graduation rates, and creating a happier community; and

WHEREAS, Dr. Marlene Rebori has passionately dedicated countless volunteer hours to empower local residents to participate in their community through volunteer outreach, community skill building, and leadership development, all based on citizen engagement; and

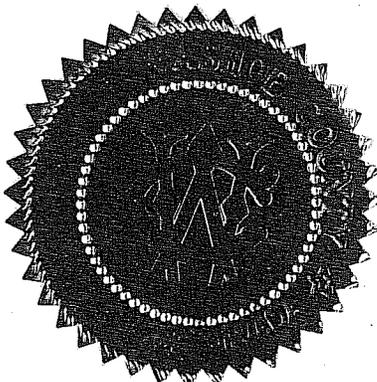
WHEREAS, Research completed by Dr. Rebori in 2000 led to process improvements on Washoe County's development application citizen review process, to include early notification and participation; and

WHEREAS, Since 2000, Dr. Rebori developed a comprehensive orientation and training program for Washoe County Citizen Advisory Boards; participated in 21 new member orientation sessions between 1998 and 2011; created and taught 7 engaged leadership courses and a new Washoe County *Engaged Leadership* program; and supported the design of additional community board training courses in Washoe County; and

WHEREAS, Dr. Rebori was pivotal in continuing to strengthen citizen involvement by facilitating and providing professional guidance for the Citizen Involvement Revitalization Project in 2012; now, therefore, be it

RESOLVED, That the Washoe County Board of Commissioners are pleased to honor Dr. Marlene Rebori, for her genuine desire and commitment to empower both residents and local government to collaboratively increase our quality of life through citizen engagement.

ADOPTED this 11th day of December, 2012.





Robert M. Larkin, Chairman
Washoe County Commission

12-11-12