

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

TUESDAY

10:00 A.M.

JUNE 25, 2013

PRESENT:

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

Nancy Parent, Chief Deputy Clerk (10:05 a.m. to 4:30 p.m.)

Amy Harvey, County Clerk (4:30 p.m. to 7:16 p.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 Clerk called the roll and the Board conducted the following business:

13-529 AGENDA ITEM 3 – PUBLIC COMMENT

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

Will Brown discussed the Flood Control Project north of La Posada in Spanish Springs. He said the project was supposedly designed to control the runoff and prevent flood damage to homeowner’s properties. He said it was also intended to stop flood waters from entering the Pyramid Highway at Calle de la Plata. Recently, there was a thunderstorm in the Spanish Springs area that resulted in 10 inches of water running over the Pyramid Highway. Mr. Brown indicated that many properties in and around the area received damage from those flood waters. He said the “so-called” utility payments the residents made in that area and the money spent on the Flood Project had failed, and he felt the entire Flood Project needed to be reevaluated. He said Special Assessment District (SAD) 32 was paid for by the Spanish Springs residents and included a complete rebuilding along three miles of roadway. The reason for the rebuilding was that the construction traffic would destroy the existing roadway; however, no damage had occurred to the roadways during the construction. He explained that the residents had paid about \$1 million to rebuild an existing County road they had already paid for 10 years earlier, which was a County requirement placed on the residents to enact SAD 32.

He felt this was grossly unfair and challenged anyone to prove that any damage occurred from the paving project. He said the residents in that area should be reimbursed for the money that was charged to repave Calle de la Plata.

***10:07 a.m.** Chairman Humke arrived.

Elaine Carrick commented about residents in Incline Village leaving garbage out and not having bear proof garbage containers. She stated this was a “people problem” and could be solved by enacting an ordinance mandating bear proof containers in Incline Village.

Tom Noblett remarked that the Wellness Program was changing, and he thought the intended changes would be an improvement to the program. He noted that he had called Commissioner Weber several times in the past three months; however, she had not returned any of those phone calls. Mr. Noblett hoped that she had not taken an opposite position on him since he had never said a negative comment about her.

Tonya Brown mentioned several criminal cases she felt the District Attorney’s Office had withheld evidence.

Sherry Powell indicated there were signs posted inside County buses stating if a person assaulted a bus driver they would be charged with a felony. Recently, she explained that a female bus driver had been assaulted on a bus. However, the individual that assaulted the bus driver had not been charged, as posted, because a Supreme Court decision had made it difficult to prosecute those crimes as a felony. She felt it was a tragedy that a woman could be struck in public, on County transportation, and then not have the District Attorney’s Office prosecute that crime as a felony.

Cathy Brandhorst addressed the Board.

Guy Felton read from a prepared statement, which was placed on file with the Clerk. The statement described his background and covered some of his issues and concerns.

13-530 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, announced that Agenda Item 24 would be pulled from the agenda. She noted that an application for a Trustee included in the staff report for the Library Board of Trustees would be pulled from the list of nominees because that person could not be contacted to see if they were still interested in the

position. Ms. Simon advised there was also a language clarification in Agenda Item 17. She read compliments for County staff that had been received in the Manager's Office.

Commissioner Weber inquired on her past request about an audit of Animal Services since the Sheriff's Office had taken over the operation. She noted that report had not yet been presented to the Board. She said during the Regional Transportation Commission (RTC) meeting a presentation was conducted on emerging senior citizen and disabled citizen transportation issues. She suggested that presentation be conducted during a Commission meeting. Commissioner Weber requested information from the RTC about the concerns brought up by a public speaker in regard to bus driver safety. She stated that she spoke with Tom Noblett and apologized for not returning his phone calls and noted she would speak to him in the near future. She attended the Shared Federal Framework meeting, which provided enhanced coordination throughout all the entities.

Commissioner Hartung said he attended the memorial for Barbara Vacanovich and suggested a proclamation to state June 22, 2013 as "Barbara Vacanovich Day." He attended the Truckee Meadows Water Authority (TMWA) meeting and said there would be some items in regard to TMWA that needed to be agendaized for the Commission in the future.

Commissioner Jung said many citizen activists come before the Board requesting the Board look into certain issues. She suggested posting what the Board had authority over and also explain the jurisdiction of the Board on the County's website.

Commissioner Berkbigler requested a presentation and update on the Incline Village tax lawsuits and remaining issues. She also requested a public review of the bear issues in Incline Village and if there was a possibility to require bear proof garbage containers.

Chairman Humke said he attended a status meeting with the South Truckee Meadows General Improvement District's (STMGID) trustees. He disclosed that he met with Senate Minority Leader Pat Hickey in regard to AB 46, and received a document entitled, "Washoe County School District School Works Program." A copy of the document was placed on file with the Clerk.

Commissioner Berkbigler disclosed exparte communications with the proponents of AB 46.

Agenda Subject: “Resolution of Recognition and Appreciation-Katy Simon. (All Commission Districts.)”

Chairman Humke read and presented the Resolution of Recognition and Appreciation to County Manager Katy Simon. He said that Ms. Simon was a role model for girls and women everywhere.

John Berkich, Assistant County Manager, read a light-hearted tribute to Ms. Simon that memorialized her career in Washoe County.

Ms. Simon thanked the Board. She said because of their courageous decisions and the decisions of past Board members, the County had the reputation it did, and she thanked them for their support and friendship. She continued her thanks to the Clerk’s Office, the District Attorney’s Office, her entire staff, and all County employees. Ms. Simon stated that it had been an amazing journey, and she was humbled and grateful for the privilege of serving as the Washoe County Manager.

Commissioner Jung commented that she had great admiration for Ms. Simon and said she was a stellar human being with great compassion. She encouraged Ms. Simon to continue on with what she did and to “lean in.”

Commissioner Berkbigler said Ms. Simon had always been a role model and made women look good in business. She thanked her for everything she had done for the County.

Commissioner Hartung said Ms. Simon had been a joy, a gem and a gift to Washoe County, the Cities of Reno and Sparks and the surrounding counties. He said she had been a leader in northern Nevada and an inspiration to many. He thanked her for everything that she had done and noted she had been a great compass for the community.

Commissioner Weber remarked that she had worked with Ms. Simon for 11 years and that she had shown men and women how to conduct County business. The compassion that Ms. Simon had for the community, County staff and the Board was immeasurable.

Chairman Humke acknowledged that Ms. Simon bridged the gap between citizens, staff and the community. He said everyday had been a lesson in politics and that was much appreciated.

Paul Lipparelli, Legal Counsel, said it had been a pleasure to work with Ms. Simon and was calming to know that her hand was on the wheel of the County ship. He stated that everyone in the District Attorney’s Office that had worked with Ms. Simon sincerely appreciated her talents and energy. He remarked on her endless supply of faith in people and in the better parts of people.

In response to the call for public comment, Tom Noblett thanked Ms. Simon for her service and, as a working man, saluted her. He said she had done a tremendous job.

Josh Wilson, Assessor, stated through the Continuous Program that Ms. Simon implemented, she had people talking to one another. He said the greatest accomplishment she brought to the organization was a culture change.

Kevin Schiller, Social Services Director, stated that Ms. Simon had done more for the vulnerable constituents of the County than any other single person. He said as people help people in the community, she had been a model for that commitment.

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

CONSENT AGENDA

13-532 AGENDA ITEM 6A

Agenda Subject: “Cancel July 16, 2013 County Commission meeting.”

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 6A be approved.

13-533 AGENDA ITEM 6B - ASSESSOR

Agenda Subject: “Acknowledge receipt of Annual Report of Projected Expenditures for Assessor’s Technology Fund for FY 2013/2014. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 6B be acknowledged.

13-534 AGENDA ITEM 6C – HUMAN RESOURCES

Agenda Subject: “Approve Collective Bargaining Agreement with the Washoe County Public Attorney’s Association (WCPAA) for the period of July 1, 2011 through June 30, 2013; ratify same; and authorize the Chairman to execute the Collective Bargaining Agreement upon completion. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 6C be approved, ratified, authorized and executed.

13-535 AGENDA ITEM 6D - MANAGER

Agenda Subject: “Acknowledge Receipt of the Washoe County 2013 Cash Controls Audit Report from the Internal Audit Division. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 6D be acknowledged.

13-536 AGENDA ITEM 6E – RENO JUSTICE COURT

Agenda Subject: “Request the Board of County Commissioners support Reno Justice Court’s reorganization strategy that includes reclassifying three existing positions for an annual cost savings to the General Fund of [\$1,111]; direct Human Resources to make all necessary changes. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 6E be supported and directed.

13-537 AGENDA ITEM 6F - SHERIFF

Agenda Subject: “Accept cash donation [\$2,500] from Mrs. Janet Perry to the Washoe County Sheriff’s Office, Special Operations Division to purchase equipment and training for the K9 Unit; and direct Finance to make the appropriate budget adjustments. (All Commission Districts.)”

On behalf of the Board, Commissioner Jung thanked Mrs. Janet Perry for her generous donation.

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 6F be accepted and directed.

13-538

**AGENDA ITEM 6G – TECHNOLOGY SERVICES/911
EMERGENCY RESPONSE ADVISORY COMMITTEE**

Agenda Subject: “Adopt the Washoe County Regional 911 Emergency Response Advisory Committee Five Year Master Plan Update and Regional 911 Emergency Response Advisory Committee Guidebook prepared by the Galena Group, Incorporated, recommended by the 911 Emergency Response Advisory Committee on May 16, 2013. (All Commission Districts.)”

There was no public comment on this item.

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

13-539

AGENDA ITEM 6H(1) – COMMUNITY SERVICES

Agenda Subject: “Adopt a Resolution Declaring Washoe County’s Intent to Lease 48.55 Acre Feet of Water Rights to the Truckee River Flood Management Authority pursuant to NRS 277.050 [providing \$13,351.25 in annual revenue]. (Commission District 3.)”

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 6H(1) be adopted. The Resolution for same is attached hereto and made a part of the minutes thereof.

13-540

AGENDA ITEM 6H(2) – COMMUNITY SERVICES

Agenda Subject: “Adopt an Amended Resolution Accepting Real Property (Portions of Spanish Springs Valley Ranches Unit 2, Division of Land Map No. 23) 6.9 miles of roadway for use as public street rights-of-way including Valle Verde Drive, Agua Fria Drive, Rio Seco Lane, El Molino Drive, Los Pinos Drive, Valle De Sol Blvd, La Mancha Drive, Ensenada Lane, La Jolla Lane, a portion of La Posada Drive, Cielo Vista Drive, and Piedras Drive for Special Assessment District No. 32 (Spanish Springs Valley Ranches Roads); and if approved, authorize the Division Director of Community Services Department, Engineering and Capital Projects Division to record the Amended Resolution. (Commission District 4.)”

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 6H(2) be adopted and authorized. The Amended Resolution for same is attached hereto and made a part of the minutes thereof.

13-541 AGENDA ITEM 6H(3) – COMMUNITY SERVICES

Agenda Subject: “Authorize the Chairman to recommend approval of Water Rights Application 82582 to the Nevada State Engineer, proposing to change the point of diversion, place and manner of use of 1.0 acre-feet of Lake Tahoe water rights (via Glenbrook Creek and Tributaries) from Douglas County to Washoe County. (Commission District 1.)”

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 6H(3) be authorized.

13-542 AGENDA ITEM 6H(4) – COMMUNITY SERVICES

Agenda Subject: “Approve Lease Agreement between Washoe County and Washoe Little League, a Nevada nonprofit Corporation, for use of the South Valley’s Regional Park Concession Building, retroactively to April 1, 2013 through September 30, 2015, as authorized within NRS 244.284. (Commission District 2.)”

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 6H(4) be approved.

13-543 AGENDA ITEM 6H(5) – COMMUNITY SERVICES

Agenda Subject: “Approve Lease Agreement between Washoe County and Silver State Cal Ripken, a Nevada nonprofit Corporation, for use of the North Valleys Regional Park Concession Building, retroactively to April 1, 2013 through March 31, 2018 as authorized within NRS 244.284. (Commission District 5.)”

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 6H(5) be approved.

13-544 AGENDA ITEM 6H(6) – COMMUNITY SERVICES

Agenda Subject: “Approve Lease Agreement between Washoe County and North Valleys Little League, a Nevada nonprofit Corporation, for use of the Lemmon Valley Park Concession Building, retroactively to April 1, 2013 through March 31, 2018, as authorized within NRS 244.284. (Commission District 5.)”

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 6H(6) be approved.

13-545 AGENDA ITEM 6I(1) - FINANCE

Agenda Subject: “Acknowledge receipt of the 31st annual Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association of the United States and Canada for the County’s Comprehensive Annual Financial Report for the year ended June 30, 2012. (All Commission Districts.)”

Commissioner Weber commended the Finance staff for receiving the 31st annual Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association of the United States and Canada.

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 6I(1) be acknowledged.

13-546 AGENDA ITEM 6I(2) - FINANCE

Agenda Subject: “Approve the removal of 648 uncollectible accounts receivables from the Regional Animal Services case management system, totaling [\$67,256.53]. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 6I(2) be approved.

13-547 AGENDA ITEM 6J(1) – SOCIAL SERVICES

Agenda Subject: “Accept cash donations [\$16,062.19] for the period of July 1, 2012 through May 31, 2013; and direct Finance to make the appropriate budget adjustments. (All Commission Districts.)”

On behalf of the Board, Commissioner Jung thanked the various donors for their generous donations.

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 6J(1) be accepted and directed.

13-548 AGENDA ITEM 6J(2) – SOCIAL SERVICES

Agenda Subject: “Approve Cooperative Agreement between Catholic Charities of Northern Nevada, City of Reno Police Department, Washoe County Sheriff’s Office, Washoe County Department of Social Services, Washoe County Health District, and Washoe County Department of Senior Services for Services to the Kids to Seniors Korner Programs effective July 1, 2013 through June 30, 2014 with automatic annual renewals. (All Commission Districts.)”

Commissioner Berkbigler said this Cooperative Agreement was an example of working together, and she looked forward to continue to move forward in a cooperative and cohesive manner.

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 6J(2) be approved. The Cooperative Agreement for same is attached hereto and made a part of the minutes thereof.

13-549 AGENDA ITEM 7 - PROCLAMATION

Agenda Subject: “Proclamation-July 2013 as Parks and Recreation Month-Community Services. (All Commission Districts.)”

Commissioner Jung read and presented the Proclamation to representatives from the Parks Department. She commented when reductions to departments were occurring, area parks took a huge hit. She encouraged citizens to become involved in advocating for their parks and recreation. Commissioner Jung said many of her constituents commented when they could not water their own yards, they visited the County parks to enjoy the outdoors.

Al Rogers, Projects and Programs Division Director, said there was no greater testament to the County’s parks than the staff which had brought the department through the difficult years. He thanked the Open Space and Regional Parks Commission and noted they were the voice for the community. Mr. Rogers acknowledged that the volunteers had been an integral part and assisted in keeping the parks maintained. He commended the many community partnerships that graciously gave financial support for many of the programs. He thanked the Board for their support, understanding, passion and compassion for parks. Mr. Rogers thanked County Manager Katy Simon for her service and wished her well in her future endeavors.

Bill Whitney, Planning and Development Division Director, said he looked forward to the coordination with the Parks Planners as they were now a part of the Community Services Department. He thanked Ms. Simon for her support of open space and the natural resources that were important to the quality of life in the County.

There was no public comment on this item.

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

BLOCK VOTE

The following Agenda Items were consolidated and voted on in a block vote: 10, 12, 13, 14, 15, 16, 18, 19, 21, 22, 23, 25 and 26.

11:41 a.m. Chairman Humke temporarily left the meeting.

11:47 a.m. Commissioner Hartung seconded the motion for the block vote and then temporarily left the meeting during the reading and vote of the items.

13-550 **AGENDA ITEM 10 – TRUCKEE MEADOWS FIRE PROTECTION DISTRICT/MANAGEMENT SERVICES**

Agenda Subject: “Recommendation to approve the two year Interlocal Contract between Washoe County and the State of Nevada acting by and through the Nevada Division of Forestry Department of Conservation and Natural Resources [\$50,000 per fiscal year, not to exceed \$100,000] for the purpose of resources, equipment and financial assistance in the mitigation of emergency fire incidents; approve a fiscal year 2014 contingency transfer of \$50,000 for the Fire Suppression budget and direct the Finance Department to make the appropriate adjustments. (Commission District 5.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried with Chairman Humke and Commissioner Hartung absent, it was ordered that Agenda Item 10 be approved and directed. The Interlocal Contract for same is attached hereto and made a part of the minutes thereof.

13-551 **AGENDA ITEM 12 – DISTRICT COURT**

Agenda Subject: “Recommendation to approve Professional Services Agreement for Family Drug/Alcohol Rehabilitation Services for Family Drug Court between the Second Judicial District Court Washoe County Department of Social Services and Bristlecone Family Resources [\$60,181]; approve Professional Services Agreement for Family Drug/Alcohol Rehabilitation Services for Family Drug Court between Second Judicial District Court, Washoe County Department of Social Services and Step 2 [\$60,181], for the period July 1, 2013 to June 30, 2014. (All Commission Districts.)”

There was no public comment on this item.

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

13-552 AGENDA ITEM 13 – DISTRICT COURT

Agenda Subject: “Recommendation to authorize payment to Xerox [not to exceed \$192,819.88] for annual maintenance and support agreement for the Second Judicial District Court’s case management system. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried with Chairman Humke and Commissioner Hartung absent, it was ordered that Agenda Item 13 be authorized.

13-553 AGENDA ITEM 14 - FINANCE

Agenda Subject: “Recommendation to approve the use of General Fund Contingency required to cover all previously approved unbudgeted expenditures for the fiscal year 2012-2013; approval of cross function adjustments required to move salary savings from one function to another function so as to bring the budget authority to the level of the actual expenditures required for fiscal year 2012-2013; and, to acknowledge the notification of a budget adjustment made in order to accommodate travel expenditures in excess of the original budget, but within the Departments approved budget; and, direct Finance to make the appropriate budget adjustments prior to June 30, 2013 (net impact to County Budget is zero). (All Commission Districts.)”

There was no public comment on this item.

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

13-554 AGENDA ITEM 15 - LIBRARY

Agenda Subject: “Recommendation to appoint one individual to the vacant Washoe County Library Board of Trustees seat, with a term effective July 1, 2013 through June 30, 2017. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried with Chairman Humke and Commissioner Hartung absent, it

was ordered that Sara Sattler be appointed to the Washoe County Library Board of Trustees, with a term effective July 1, 2013 through June 30, 2017.

13-555 AGENDA ITEM 16 - MANAGER

Agenda Subject: “Recommendation to approve a three-year agreement between the County of Washoe and Robert C. Bell, Esq. for professional legal services as the Appointed Counsel Administrator [not to exceed \$143,250 for FY2014; \$150,000 for FY2015; and \$154,500 for FY2016] pursuant to the Model Court Plan of the Second Judicial District filed with the Supreme Court under ADKT No. 411. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried with Chairman Humke and Commissioner Hartung absent, it was ordered that Agenda Item 16 be approved.

13-556 AGENDA ITEM 18 – SOCIAL SERVICES

Agenda Subject: “Recommendation to authorize the Director of Social Services to execute Amendment No. 1 to the First Amended and Restated Neighborhood Stabilization Program Agreement between the Nevada Housing Division and Washoe County [raising the grant amount by \$174,000 to a total grant of \$574,000; no matching funds required] to support the construction of the Zephyr Project through December 31, 2013 and amending the rent restrictions on the six dwelling units to be built; and if approved, direct the Director of Social Services to accept the grant funding and Finance to make appropriate budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried with Chairman Humke and Commissioner Hartung absent, it was ordered that Agenda Item 18 be approved, authorized and directed.

13-557 AGENDA ITEM 19 – SOCIAL SERVICES

Agenda Subject: “Recommendation to approve Interlocal Contract Between Public Agencies, State of Nevada Department of Human Resources Division of Health Care Financing and Policy and Washoe County [\$1.5 million] for the period of July 1, 2013 through June 30, 2015 for the Disproportionate Share Program (DSH). (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried with Chairman Humke and Commissioner Hartung absent, it was ordered that Agenda Item 19 be approved. The Interlocal Contract for same is attached hereto and made a part of the minutes thereof.

13-558 AGENDA ITEM 21 – DISTRICT ATTORNEY

Agenda Subject: “Request by the Washoe County District Attorney through the Washoe County Clerk pursuant to Washoe County Code 2.030 for Board of County Commissioners approval to initiate proceedings to amend Washoe County Code provisions made necessary by revisions to state law by the 2013 Nevada Legislature. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried with Chairman Humke and Commissioner Hartung absent, it was ordered that Agenda Item 21 be approved.

**13-559 AGENDA ITEM 22 – TECHNOLOGY SERVICES/911
EMERGENCY RESPONSE ADVISORY COMMITTEE**

Agenda Subject: “Recommendation to approve Intrado, Incorporated “Change Order - Great Migration”, which extends our e911 contract, decreases costs, and adds enhanced features, including Service Guides, replacing in its entirety as of the Order Effective Date that certain Advanced 9-1-1 Statement of Work agreement between Washoe County and Intrado, Incorporated, dated May 27, 2010, including all Change Orders and Service Enhancement Requests made thereunder commencing on order effective date and ending 108 months after the order effective date and authorize the Purchasing and Contracts Manager to execute the “Change Order - Great Migration” and subsequent enhancement work orders at the rates specified within the “Change Order - Great Migration” as recommended by the 911 Advisory Committee. Upon expiration of the initial term, the Order shall automatically renew for two one-year terms unless notice of termination is given by either party at least 90 days before expiration of the then-current term; [estimated annual vendor hosted cost \$84,549 per month, \$1,014,588 per year] as recommended by the 911 Emergency Response Advisory Committee, May 16, 2013. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried with Chairman Humke and Commissioner Hartung absent, it was ordered that Agenda Item 22 be approved.

13-560 AGENDA ITEM 23 – COMMUNITY SERVICES

Agenda Subject: “Recommendation to approve the purchase of a replacement 2014 Vac-Con Model V309LHA/1000 Combination Sewer, Storm Drain Cleaning Truck on behalf of Washoe County Community Services Department from Municipal Maintenance Equipment [\$342,190] utilizing the Selma-Kingsburg-Fowler County Sanitation District (California) bid dated August 12, 2012. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried with Chairman Humke and Commissioner Hartung absent, it was ordered that Agenda Item 23 be approved.

13-561 AGENDA ITEM 25 – COMMUNITY SERVICES

Agenda Subject: “Recommendation to approve Amendment No. 1 to Highway Agreement No. PR084-13-063 between Washoe County and the Nevada Department of Transportation for the Eastlake Boulevard Improvement Project to accept additional grant funds [\$878,750 for a total grant award of \$2,849,525; requiring additional County match of \$46,000, for a total match of \$149,000] funded through the Roads Special Revenue Fund 216; for the period of February 26, 2013 through December 31, 2015; and if accepted, direct Finance to make the appropriate budget adjustments. (Commission District 2.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried with Chairman Humke and Commissioner Hartung absent, it was ordered that Agenda Item 25 be approved, accepted and directed.

13-562 AGENDA ITEM 26 – COMMUNITY SERVICES

Agenda Subject: “Recommendation to approve Amendment to the Agreement for Consulting Engineering Services between Washoe County and Kleinfelder, Inc. [\$524,831] to support remediation of tetrachloroethene (PCE) contamination for the Central Truckee Meadows Remediation District program. (Commission District 3.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried with Chairman Humke and Commissioner Hartung absent, it was ordered that Agenda Item 26 be approved.

11:49 a.m. The Board convened as the Truckee Meadows Fire Protection District (TMFPD) and the Sierra Fire Protection District (SFPD) Board of Fire Commissioners.

The following item only (Agenda Item No. 9) will be heard by the Washoe County Board of Commissioners who will convene as the Board of Fire Commissioners for the Sierra Fire Protection District and the Washoe County Board of Commissioners. (Agenda Item No. 5 on the Sierra Fire Protection District Agenda)

13-563 AGENDA ITEM 9 – COMMUNITY SERVICES

Agenda Subject: “Recommendation to approve Purchase and Sale Agreement to sell the original Arrowcreek fire station parcel (donated/deed restricted parcel of land APN 152-921-02) to ArrowCreek Construction LLC, and split the net proceeds with the parcel donor and Arrowcreek developer, Southwest Pointe Associates, per the Interlocal agreement, resulting in approximately \$34,119 in revenue to the Sierra Fire Protection District, and if approved, authorize the Chairman execute upon presentation all closing documents, deeds, warrants, and checks, as needed to facilitate the closing and transfer (Commission District 2.)”

12:24 p.m. Commissioners Jung and Weber temporarily left the meeting during the Truckee Meadows Fire Protection District (TMFPD) when this item was heard.

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried with Commissioners Weber and Jung absent, it was ordered that Agenda Item 9 be approved, authorized and executed.

12:43 p.m. The Board adjourned as the TMFPD/SFPD Board of Fire Commissioners and reconvened as the Board of County Commissioners with all members present.

13-564 AGENDA ITEM 11 - APPEARANCE

Agenda Subject: “Larry DeVincenzi, Brand Director, Biggest Little Group. Beth MacMillan, Executive Director, Artown. Presentation regarding Artown 2013.”

Beth MacMillan, Artown Executive Director, presented a video preview of Artown 2013 and distributed a schedule of events for the month of July. A copy of the schedule of events was placed on file with the Clerk. She thanked the Board for their continued support of Artown.

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

13-565 AGENDA ITEM 17 - MANAGER

Agenda Subject: “Introduction and first reading of an Ordinance amending Chapter 5 of the Washoe County Code (Administration and Personnel) concerning Citizen Advisory Boards amending section 5.429 changing the methods of recruitment and appointment of members, changing the method of filling vacancies, creating alternatives for the selection of officers, eliminating the office of secretary-treasurer, changing the terms of office of members; and providing for other matters properly relating thereto; and, if supported, schedule public hearing and second reading for 6:00 p.m. on July 9, 2013. (All Commission Districts.)”

Nancy Parent, Chief Deputy Clerk, read the title for Bill No. 1696.

Bill No. 1696, entitled, "AN ORDINANCE AMENDING CHAPTER 5 OF THE WASHOE COUNTY CODE (ADMINISTRATION AND PERSONNEL) CONCERNING CITIZEN ADVISORY BOARDS AMENDING SECTION 5.429 CHANGING THE METHODS OF RECRUITMENT AND APPOINTMENT OF MEMBERS, CHANGING THE METHODS OF FILLING VACANCIES, CREATING ALTERNATIVES FOR THE SELECTION OF OFFICERS, ELIMINATING THE OFFICE OF SECRETARY-TREASURER, CHANGING THE TERMS OF OFFICE OF MEMBERS; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO," was introduced by Chairman Humke, and legal notice for final action of adoption was directed. It was noted that the public hearing and second reading be set for 6:00 p.m. on July 9, 2013.

12:58 p.m. The Board recessed.

2:06 p.m. The Board reconvened with all members present.

13-566 AGENDA ITEM 27 – COMMUNITY SERVICES

Agenda Subject: “Recommendation to authorize the Community Services Department to join onto the Regional Transportation Commission’s award of bid #343018 for the 2013 Preventive Maintenance - Slurry Seal Project to the low bidder, Intermountain Slurry Seal, Inc., and approve the Agreement Form [estimated amount \$1,280,500]; funding source is the Roads Special Revenue Fund (216) utilizing budget authority from both FY 2012-13 and FY 2013-14. (All Commission Districts.)”

In response to the call for public comment, Richard (Skip) Daly, on behalf of the Labor Union, disagreed that joinder agreements be used to purchase construction services. He said AB 85, passed during this past Legislative Session, specifically prohibited joining into a contract if any portion of the work being completed required a person to be licensed under NRS 624, and he felt the Board was presently working under an incorrect interpretation. He said NRS 338.143 stated that public bodies shall not commence a public works project over \$100,000 unless it was put to bid in a published

newspaper. He said a public policy decision on those types of contracts had been made, but was not appropriate at this time. Mr. Daly recommended this project not be approved.

Commissioner Jung inquired on the original bid date for this project and, if the project should be rebid using 2013 terms. Mr. Daly explained this agreement would be joining onto a contract that the Regional Transportation Commission (RTC) bid in 2010.

Greg Belancio, Sr. Licensed Engineer, explained that the bid opening was May 10, 2013 and the contract in the staff report was correct. He clarified that bid award No. 343018 was for 2013.

Commissioner Jung asked if the interpretation that joinders were not intended for public works projects was correct. Paul Lipparelli, Legal Counsel, said on July 1st State law would dictate that anything that was a public works project could not make use of joinder bidding. For many years, the Legislature had acquiesced to the practices of local governments, which included using joinder bids for different projects. This was now a course correction by clarifying in the law that this practice was no longer allowed. He stated it had never been good public policy, should never have been done and, after July 1st, this practice would not be reoccurring for local governments. Mr. Lipparelli explained if the Board awarded the bid and entered into this contract prior to July 1st, it would not be subject to the prohibitions taking effect on July 1st and it would be up to an individual to make a legal challenge under NRS 332. He explained that the purchasing law was very broad in describing the powers of local governments to join into bids from other public agencies.

Commissioner Jung asked if there would be any ramifications to award this bid after July 1st. Due to the economics of scale, Mr. Belancio replied the price could increase. If this project went back out to bid, he said there would be an extension of time and would be the end of the construction season, possibly pushing the project to next year. He explained the price would increase because RTC was contracted for several projects in Incline Village this year. The mobilization was already present and, if he went out to bid, all the projects would need to be rebid, which would increase the mobilization costs. Commissioner Jung questioned the conditions of the streets identified as needing the Slurry Seal. Mr. Belancio replied those streets were on the schedule to be completed.

Commissioner Berkgigler questioned if this project was attempting to be awarded before the law changed. Mr. Belancio explained this was the season to conduct Slurry Seal projects, and he had always come before the Board for approval during this time. Commissioner Berkgigler understood, but because there would be a new law coming into effect, she said it presented a concern with some constituents that County government was playing "fast and loose." Mr. Belancio indicated he was unaware of AB 85 when preparing the staff report. He noted he just heard about that bill and stated this request was just a coincidence.

Katy Simon, County Manager, said the County would be benefitting from a very current bid that was better than the County could have received themselves. She

said there may be a certain perception, but staff was unaware of AB 85. She explained this was the normal procedure and the customary calendar timeframe for Slurry Seal projects.

Commissioner Weber asked if taxpayer dollars were being saved by approving this item today versus waiting until after July 1st. Mr. Belancio stated that was correct. Commissioner Weber said the process had been in place and asked if Mr. Daly had a hard time with this project. Mr. Daly replied since this was a no-bid contract, the savings were unknown because the prices could vary on certain aspects of the bid and a variety of factors.

With all due respect to the Labor Union and to Mr. Daly, Commissioner Weber moved to authorize the Community Services Department to join onto the Regional Transportation Commission's award of Bid No. 343018 for the 2013 Preventive Maintenance-Slurry Seal Project to the low bidder, Intermountain Slurry Seal, Inc., and approve the agreement form. Commissioner Hartung seconded the motion.

Principally, Commissioner Jung stated she could not support the motion. She explained this was determined at a policy level as not being the proper use of taxpayer funding when it came to public works projects. Because it had always been done that way in the past, did not make it acceptable.

Commissioner Berkbigler stated she would not support the motion because the Legislature had made it clear that this was not an acceptable policy.

Commissioner Hartung believed that time was of the essence. He recognized that the Legislature had opined on this issue, but he felt this could potentially cost the taxpayers a substantive amount of money if the maintenance was prolonged.

Chairman Humke said the overarching policy would be that a construction season would be missed in the Tahoe Basin and, if there was enough delay provided in the bidding process, the construction season could be missed for all Slurry Seal projects. The staff report was dated May 23, 2013, and he noted that the work on this project began before the Legislative Session; therefore, he felt it was lawful to proceed and that there was justification to support the motion.

On call for the question, the motion passed on a 3 to 2 vote with Commissioners Jung and Berkbigler voting "no."

13-567 AGENDA ITEM 20 – HUMAN RESOURCES

Agenda Subject: "Conduct interviews, discussion and possible selection of an executive search firm to conduct the recruitment for Washoe County Manager, and possible direction to staff to negotiate an agreement and schedule with selected firm; [fiscal impact will range from \$22,500 to \$28,750]. (All Commission Districts.)"

John Berkich, Assistant County Manager, noted there were six firms to be interviewed, four in person and two via telephone, and he indicated that the

representatives were sequestered in the Human Resources Office. He reviewed the packet that listed the Executive Search firms the Board would be interviewing, followed by the six proposals submitted by the various firms. He said the representatives would deliver brief presentations and then the Board would ask pre-selected questions and evaluate each firm using the rating sheet that was provided.

Chairman Humke asked for clarification on the number of questions each Board member would ask a representative. Mr. Berkich confirmed that each firm would have approximately 10 minutes to conduct their presentation and that the Board could choose the number of questions they would ask.

Following discussion, the Board established the five questions that would be distributed to all the representatives and noted the representatives should include their responses within their 10 minute presentations. A copy of the subsequent questions was placed on file with the Clerk.

The Board then proceeded to interview the following candidates in the order listed:

In person

- Heather Renschler, Ralph Andersen & Associates
- Bob Murray, Bob Murray & Associates
- Sean Baenziger, Colin Baenziger & Associates
- Bob Slavin, Slavin Management Consultants

Teleconference

- Chuck Rohre, Waters Consulting Group, Inc.
- Heidi Voorhees, Voorhees Associates, LLC

After the interviews were completed, the Board ranked the search firms in the order each member felt appropriate. They then proceeded to select the Executive Search firm the Board felt was best suited to conduct the recruitment for the County Manager.

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Weber, which motion duly carried, it was ordered that Ralph Andersen & Associates be selected as the Executive Search firm to conduct the recruitment for the Washoe County Manager. It was further ordered that staff be directed to negotiate the contract.

13-568 AGENDA ITEM 38

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

Commissioner Weber shared that Cold Springs recently had some problems with graffiti and burglaries. By using AlertID®, she indicated there had been communication among citizens that had been beneficial. She announced that she would attend the Nevada Association of Counties (NACO) Board meeting on June 28th.

Commissioner Jung reported that the Flood Control Projects voting structure would now be by majority rule instead of unanimous. She said that the Truckee Meadows Water Authority (TMWA) Board of Directors met and received a Legislative update. Commissioner Jung attended the Shared Federal Framework Conference and hoped that more of those conferences would be held in the region. She announced that a Sun Valley Neighborhood Watch was being established for that area in order to police themselves and provide community services.

Commissioner Hartung noted that the Flood Control Project was working closely with the Army Corps of Engineers. He said the new voting structure was a step closer in eliminating impasses.

Commissioner Berkbigler said the Internal Audit Committee met and approved an audit of the Community Services Department. She also requested an audit of the Truckee Meadows Fire Protection District (TMFPD) to ensure it was functioning the way the Board intended that District to function. Commissioner Berkbigler announced that she recently held a constituent meeting where many citizens expressed their concerns relative to AB 46.

Chairman Humke said the Criminal Justice Advisory Committee was scheduled to meet on June 28th. He also attended the Shared Federal Framework Conference and suggested that be broadened to include all counties in Nevada that wished to participate.

13-569 AGENDA ITEM 28 – COMMUNITY SERVICES

Agenda Subject: “Discussion and possible direction to staff regarding the Board’s adopted Wind Machine Ordinance (Article 326), adopted June 22, 2010, including issues and concerns and background for the adoption of the existing ordinance, to include consideration of possibly repealing the ordinance. (All Commission Districts.) Requested by Commissioner Humke.”

Chairman Humke said his concern about the ordinance was based on a wind machine that had been erected in his neighborhood in 2010. At the time there was not much objection; however, when the winds increased that resulted in more stringent complaints due to the sound emitted from the wind machine. He said in early spring of 2013, the wind machine was dismantled. Chairman Humke speculated that the owner of the property was leaving, but he was glad to have the machine out of the neighborhood since he felt the wind machine was out of compliance due to the height. Chairman Humke questioned the number of properties that availed themselves to the wind machine ordinance in a residential setting.

Bill Whitney, Planning and Development Division Director, replied that he did not have an exact count of residential wind machines. When the ordinance was updated in 2010 there was a good deal of interest and requests about commercial and residential wind machines. The one experience with a commercial wind machine was a long, thorough process that was approved, but the wind machine was never built. He said there was a great deal of interest in private, residential wind machines and a few workshops were held while updating the Code, which was adopted on June 22, 2010. He reviewed the County's experience with the existing private wind machines and said a code was needed because NRS prohibited unreasonable, restricting use of systems for obtaining wind energy. The provisions did state there could be reasonable restrictions or requirements and added that NRS spelled out the finish for a wind machine, the height, the location, noise, safety and the setbacks of the system. He acknowledged that County Code addressed all of those issues. Mr. Whitney thought it may be time to review the Code to see if any changes were needed for improvement.

Commissioner Hartung commented that some types of wind turbines were noisier than others. He would not suggest revisiting the ordinance in order to force changes on turbines where a noise issue was not present.

Commissioner Jung mentioned when compiling this ordinance several meetings were held with staff and users and she felt the ordinance was effective. She said it was important to invest and be certain this was the most cutting edge ordinance because of the winds in certain areas of the valley.

Chairman Humke said there were three points to consider: sale of electricity, which was never discussed; the subsidy from the federal government for the initial cost, which he felt was a falsity; and, noise. He remarked that noise was discussed in the ordinance, but according to constituents, if a complaint was made nothing happened. Mr. Whitney replied if staff was directed to reopen the ordinance, they could return with suggestions or improvements, but noted that all wind machines were not created equally. Chairman Humke stated that noise could also add stress to pets and livestock.

Paul Lipparelli, Legal Counsel, explained that in February 2013 the Nevada Supreme Court decided a case involving a wind machine in Washoe County. He said the District Court had found that this particular machine constituted a nuisance. The Nevada Supreme Court upheld the District Court's determination that the particular machine and those particular circumstances were a nuisance. In addition to whatever the County's regulatory scheme accomplished, he said private property owners had a recognized right in Nevada to pursue claims against their neighbors for nuisances, independent of whether or not the County permitted the machine. Chairman Humke appreciated that comment, but apologized to County residents that he voted for the ordinance in 2010. He inquired on the estimate of the litigation cost to reach the Supreme Court. Mr. Lipparelli replied that cost would be considerable.

Katy Simon, County Manager, said the frustration being expressed was that the County had not been responsive. She acknowledged that frustration was heard by staff.

Commissioner Berkbigler felt a change could strengthen the noise standards or set a decibel standard. She agreed that citizens should not have to take this to court and bear those costs.

Commissioner Hartung asked if the manufacturer's specifications were reviewed regarding decibels. Mr. Whitney explained if a Special Use Permit was not required, the specifications came to the Building Department with the manufacture's name and specifications listed on the side of the plans. He confirmed that he would review the existing ordinance to see if there were any changes needed for improvement. He suggested compiling a manufacturer's list and have that located at the Building and Safety Department to double-check the figures that came in on site plans.

In response to the call for public comment, Dan Herman said he was involved in the Virginia Peak project when the wind machine ordinance was rewritten. He agreed with parts of the ordinance, but would like the ordinance to be more restrictive.

There was no action taken on this item.

13-570 AGENDA ITEM 29 – COMMUNITY SERVICES

Agenda Subject: “Discussion of the Nevada Land Transfer Task Force created by the passage of AB 227 and appointment of a Commissioner to represent the County on the Task Force. (All Commission Districts.) *To be heard before Agenda Item No. 30.*”

Commissioner Berkbigler asked if this was a one-year Task Force. Bill Whitney, Planning and Development Division Director, believed it was designed as an interim-type Committee to meet multiple times and arrive at a recommendation before the next Legislative session.

Commissioner Weber noted her preference to represent the Board on this Task Force since District 5 had 92 percent of the public lands in the County. She also was involved with the discussions through the Nevada Association of Counties (NACO). She hoped to work on the Task Force for the remainder of her term.

Commissioner Hartung also stated his desire to be considered for the Task Force. With respect to mineral rights, he said he had a great deal of experience dealing with the government and how they held pieces of land. He indicated he had been working diligently with some groups to have the Bureau of Land Management (BLM) release certain lands for economic growth.

Commissioner Berkbigler felt both Commissioners were highly qualified to sit on the Task Force. She acknowledged that Commissioner Weber had been working

on this issue, but felt Commissioner Hartung had a great deal of experience in other states with this issue and she moved to appoint Commissioner Hartung to the Nevada Land Transfer Task Force. Commissioner Hartung seconded the motion.

There was no public comment on this item.

Commissioner Weber said she would not support the motion since 92 percent of the public lands lied within District 5, and she felt that representative should be on the Task Force. Chairman Humke felt this initiative could proceed for a while and agreed that a freshman Commissioner would be best suited for the position.

On call for the question, the vote passed on a 4 to 1 vote to appoint Commissioner Hartung to the Nevada Land Transfer Task Force with Commissioner Weber voting “no.”

13-571 AGENDA ITEM 30 – COMMUNITY SERVICES

Agenda Subject: “Discussion on the request from Elko County Commissioner Demar Dahl for Washoe County to monetarily support the American Lands Council, a non-governmental organization focused on transferring ownership and management of federal lands in the west to state ownership and management and possible action to authorize the transfer of funds from County contingency funding. (All Commission Districts.) *To be heard after Agenda Item No. 29.*”

Katy Simon, County Manager, suggested waiting until the Nevada Land Transfer Task Force met before a decision was made, which would allow the Board’s representative to report back with any issues or concerns.

If the Board did not lend their support, Commissioner Berkbigler asked if the transfer would not move forward. Ms. Simon replied that the American Lands Council was a national organization and had a specific platform. Commissioner Berkbigler disclosed that she worked with Commissioner Demar Dahl on the Sage Brush rebellion many years ago.

Commissioner Hartung inquired on the monetary level. Bill Whitney, Planning and Development Division Director, replied that the funding would be approximately \$5,000, but different counties were contributing different amounts.

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 the County withhold any monetary support to the American Lands Council until the County representative to the Nevada Land Task Force attended the Task Force meetings and had more information to report back to the Board.

Agenda Subject: “Discussion and possible direction to staff regarding legislation or legislative issues from the 77th Nevada Legislative Session or during any special legislative session during 2013, or such legislative issues as may be deemed by the Chair of the Board to be of critical significance to Washoe County. (All Commission Districts.)”

Kevin Schiller, Social Services Director, reviewed the bills that were passed during the 2013 Legislative Session regarding child welfare, foster care, treatment level foster care, and mental health issues specific to children’s mental health. In regard to Adult Services, he reviewed the Indigent Funding bill and noted how the Affordable Care Act (ACA) changed the landscape for moving forward with Indigent Care. Mr. Schiller said the County needed to be proactive in the biennium about the development of indigent programming.

Chairman Humke asked if the ACA would ever be fully implemented. Mr. Schiller believed that the ACA, as written, was a massive undertaking and may take years.

Commissioner Hartung inquired on AB 65, the Open Meeting Law that prohibited members of a body from having a proxy. Lisa Gianoli, Legislative Liaison, said she would prefer to review that from a legal perspective as to how specific that proxy was or how limiting. Commissioner Berkbigler said it could potentially limit Commissioners from doing their jobs.

Paul Lipparelli, Legal Counsel, explained there were two provisions in the bill. He said one provision related to alternate members and governed when and where alternates could serve on public bodies. The other broad area was the new definition for deliberation and was part of the definition of a meeting. In the new law that definition of deliberation had been missing, which restricted what members of public bodies did, but he believed that Commissioners were prohibited from talking to one another. He explained that the quorum rule still applied, but one-on-one meetings between Commissioners regarding any subject were permissible. He said if the law or ordinance that created the public body expressly provided for an alternate member to take the place of a sitting member than it was permissible, if the statute or ordinance did not provide for an alternate than it was not permissible.

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

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.”

5:40 p.m. On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that the meeting recess to a closed session for the purpose of discussing negotiations with Employee Organizations per NRS 288.220.

6:43 p.m. The Board returned with all members present.

13-574 AGENDA ITEM 32 – COMMUNITY SERVICES

Agenda Subject: “Second reading and adoption of an Ordinance presented to and modified by the BCC on March 26, 2013 amending the Washoe County Code at Chapter 110, Development Code, Article 226, Warm Springs Area, to add a new section in order to regulate equestrian uses, such as boarding stables, commercial stables and equestrian facilities, on all legally established parcels greater than 35 acres in area and zoned General Rural (GR) or General Rural Agricultural (GRA) in the Warm Springs planning area, and to add definitions specific to these types of uses. Further to amend Article 302, Allowed Uses, to modify the Table of Uses for Commercial Use Types to reference Article 226 for commercial stables use types within the Warm Springs planning area, and, providing for other matters properly relating thereto; and consider a report from the Planning Commission recommending that the modification to the bill made at first reading not be adopted, and determine whether or not required findings can be made on the Bill as modified; (Bill No. 1685). (Commission District 5.)”

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

Katherine Snedigar read from a prepared statement, which was placed on file with the Clerk.

Cathy Brandhorst stated her opinion on the boarding of horses.

The Chairman closed the hearing.

Amy Harvey, County Clerk, read the title for Ordinance No. 1513, Bill No. 1685.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, Chairman Humke ordered that Ordinance No. 1513, Bill No. 1685, entitled, "**AN ORDINANCE AMENDING THE WASHOE COUNTY CODE AT CHAPTER 110, DEVELOPMENT CODE, ARTICLE 226, WARM SPRINGS AREA, TO ADD A NEW SECTION IN ORDER TO REGULATE EQUESTRIAN USES, SUCH AS BOARDING STABLES, COMMERCIAL STABLES AND EQUESTRIAN FACILITIES, ON ALL LEGALLY ESTABLISHED PARCELS GREATER THAN 35 ACRES IN AREA AND ZONED GENERAL RURAL (GR) OR GENERAL RURAL AGRICULTURAL (GRA) IN THE WARM SPRINGS PLANNING AREA, AND TO ADD DEFINITIONS SPECIFIC TO THESE TYPES OF USES. FURTHER TO AMEND ARTICLE 302, ALLOWED USES, TO**

MODIFY THE TABLE OF USES FOR COMMERCIAL USE TYPES TO REFERENCE ARTICLE 226 FOR COMMERCIAL STABLES USE TYPES WITHIN THE WARM SPRINGS PLANNING AREA, AND, PROVIDING FOR OTHER MATTERS PROPERLY RELATING. (BILL 1685)," be approved, adopted and published in accordance with NRS 244.100.

13-575 AGENDA ITEM 33 – SENIOR SERVICES

Agenda Subject: “Second reading and adoption of an Ordinance amending Washoe County Code Chapter 45 by repealing certain provisions that require a legal services program for seniors and other matters properly related thereto. (Bill No. 1695). (All Commission Districts.) *To be heard after Agenda Item No. 34.*”

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. 1514, Bill No. 1695.

On motion by Commissioner Jung, seconded by Commissioner Berkbigler, which motion duly carried, Chairman Humke ordered that Ordinance No. 1514, Bill No. 1695, entitled, "**AN ORDINANCE AMENDING WASHOE COUNTY CODE CHAPTER 45 BY REPEALING CERTAIN PROVISIONS THAT REQUIRE A LEGAL SERVICE PROGRAM FOR SENIORS, AND OTHER MATTERS PROPERLY RELATED THERETO. (BILL 1695),"** be approved, adopted and published in accordance with NRS 244.100.

BLOCK VOTE

The following Agenda Items were consolidated and voted on in a block vote: 34, 35, 36 and 37.

13-576 AGENDA ITEM 34 – SENIOR SERVICES

Agenda Subject: “Recommendation to adopt a Resolution supporting the availability of pro bono legal services for seniors and acting through its Department of Senior Services, maintain a partnership with the State of Nevada Aging and Disability Services Division to plan for and develop the resources necessary to meet the future legal services needs of the growing population of senior citizens. (All Commission District.) *To be heard before Agenda Item No. 33.*”

Commissioner Hartung suggested monthly reports be submitted to the Board.

Commissioner Jung proposed that Agenda items 34, 35, 36 and 37 be approved with the request that the Board receive written monthly reports for the first year

to ensure the contractors were conforming to the demands and stipulations of the contract.

Chairman Humke asked if the reports would be generated by the contractors or County staff. Commissioner Jung replied all the entities would supply written reports. Chairman Humke suggested goals be built-in to the contracts. He stated his dissatisfaction of the grant being spread over two agencies.

Grady Tarbutton, Senior Services Director, explained that the contracted agencies would be required to provide the report to the County that they provided to the State.

Commissioner Berkbigler asked if that report to the State was broken down to review which agency was doing what and handling which seniors. Mr. Tarbutton replied that the data could be separated by program. Commissioner Berkbigler said there were concerns about the complexity of this proposal, and she wanted to ensure that the senior citizens were protected as if the County were offering the services. She would support the motion for purposes of moving forward and reiterated that the reports were extremely important.

Commissioner Hartung said he was concerned there could be an interruption of services. He asked if the reports would be listed as a recurring agenda item. Chairman Humke suggested beginning with monthly presentations and then segway into written reports being submitted.

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 34 be adopted. It was further ordered that the Board receive monthly presentations and, after a period of time, receive monthly written reports for the first year to ensure that the contractors were conforming to the demands of the stipulations of the contract. The Resolution for same is attached hereto and made a part of the minutes thereof.

13-577 AGENDA ITEM 35 – SENIOR SERVICES

Agenda Subject: “Recommendation to approve a one-year support grant agreement in the amount of [\$22,500] with the nonprofit, Washoe Legal Services, from July 1, 2013 to June 30, 2014 with possible one year renewal in support of pro-bono and low-cost guardianship ward representation for elderly wards, and approve necessary resolution for same. (All Commission Districts.) *To be heard after Agenda Item No. 33.*”

****For discussion on this item, see Agenda Item 34.****

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 35 be approved. It was further ordered that the Board receive monthly presentations and, after a period of time, receive monthly written reports for the first year to ensure that the contractors were conforming to the demands of the stipulations of the contract. The Resolution for same is attached hereto and made a part of the minutes thereof.

13-578 AGENDA ITEM 36 – SENIOR SERVICES

Agenda Subject: “Recommendation to approve a one-year support grant agreement in the amount of [\$52,500] with the nonprofit, Nevada Legal Services, from July 1, 2013 to June 30, 2014 with possible one year renewal in support of pro-bono and low-cost consumer related legal services for the elderly, and approve necessary resolution for same. (All Commission Districts.) *To be heard after Agenda Item No. 33.*”

****For discussion on this item, see Agenda Item 34****

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 36 be approved. It was further ordered that the Board receive monthly presentations and, after a period of time, receive monthly written reports for the first year to ensure that the contractors were conforming to the demands of the stipulations of the contract. The Resolution for same is attached hereto and made a part of the minutes thereof.

13-579 AGENDA ITEM 37 – COMMUNITY SERVICES/SENIOR SERVICES

Agenda Subject: “Recommendation to approve a Lease Agreement of County office space with the nonprofit, Nevada Legal Services pursuant to NRS 244.2835, in connection with Washoe County’s support of the availability of pro bono and low cost legal services to the elderly. (All Commission Districts.) *To be heard after Agenda Item No. 33.*”

****For discussion on this item, see Agenda Item 34****

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 37 be approved. It was further ordered that the Board receive monthly presentations and, after a period of time, receive monthly written reports for the first year to ensure that the contractors were conforming to the demands of the stipulations of the contract.

13-580 AGENDA ITEM 40

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

Cathy Brandhorst addressed the Board.

* * * * * * * * * *

7:16 p.m. There being no further business to discuss, on motion by Commissioner Jung, seconded by Commissioner Weber, which motion duly carried, the meeting was adjourned.

DAVID E. HUMKE, Chairman
Washoe County Commission

ATTEST:

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

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

RESOLUTION DECLARING WASHOE COUNTY'S INTENT TO LEASE 48.55 ACRE FEET OF WATER RIGHTS TO THE TRUCKEE RIVER FLOOD MANAGEMENT AUTHORITY

WHEREAS, Washoe County ("County"), a political subdivision of the State of Nevada, owns 48.55 acre-feet of Truckee River Water Rights, adjudicated as Truckee River Claim DTR-051 under the Orr Ditch Decree ("Water Rights"); and

WHEREAS, The Truckee River Flood Management Authority, a Joint Powers Authority entity created pursuant to a cooperative agreement among the cities of Reno, Nevada, Sparks, Nevada and Washoe County, Nevada, pursuant to N.R.S. Chapter 277 ("TRFMA"), desires to lease the Water Rights to maintain a portion of its Truckee River greenbelt, APN 012-250-25 (the "Project"); and

WHEREAS, The County and TRFMA are public agencies authorized under NRS 277.050 to enter into agreements exempt from the requirements of the public bidding process for the sale, lease or exchange of real property as described herein; now, therefore, be it

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

1. The County hereby declares that the best interests of the County and TRFMA are served by the County's leasing the Water Rights to TRFMA; and
2. The County hereby declares it shall lease the Water Rights to TRFMA for public purposes at the appraised lease value of \$13,351.25 annually; and
3. The County hereby declares its intention to enter into a water lease agreement with TRFMA to be presented for Board of County Commission approval at its July 9, 2013 meeting;

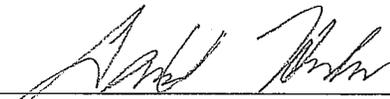
ADOPTED this 25 day of June, 2013 by the following vote:

AYES: Humke, Weber, Jung, Berkbigler, Hartung

NAYS: _____

ABSENT: _____

ABSTAIN: _____



David Humke, Chairman
Washoe County Commission

13-539

APN: 076-371-48, 076-371-12, 076-371-11,
076-371-10, 076-371-07, 076-371-06, 076-371-03,
076-371-41, 076-371-40, 076-371-43, 076-371-47,
076-690-40, 076-690-39, 076-690-38, 076-690-69,
076-690-36, 076-690-35, 076-690-34, 076-690-68,
076-690-32, 076-690-31, 076-690-27, 076-690-44,
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076-690-12, 076-690-11, 076-690-08, 076-690-71,
076-690-72, 076-690-05, 076-380-57, 076-690-03,
076-690-04, 076-690-01, 076-380-64, 076-380-67,
076-380-28, 076-380-26, 076-380-25, 076-380-49,
076-380-50, 076-380-46, 076-380-47, 076-380-48,
076-380-29, 076-380-30, 076-380-69, 076-380-13,
076-380-54, 076-380-53, 076-380-56, 076-380-41,
076-380-42, 076-380-43, 076-380-74, 076-380-17,
076-390-07, 076-390-43, 076-380-36, 076-380-33,
076-380-19, 076-380-39, 076-380-40, 076-380-37,
076-380-23, 076-380-24, 076-380-66

*When recorded return to:
Washoe County Engineering Division
PO Box 11130
Reno, NV 89520*

**AMENDED RESOLUTION ACCEPTING REAL PROPERTY
FOR USE AS A PUBLIC STREET
(Portions of Spanish Springs Valley Ranches Unit 2, Division of Land Map No. 23)**

WHEREAS, it is a function of Washoe County to operate and maintain public streets; and

WHEREAS, the rights-of-way for Valle Verde Drive, Agua Fria Drive, Rio Seco Lane, El Molino Drive, Los Pinos Drive, Valle De Sol Blvd, La Mancha Drive, Ensenada Lane, La Jolla Lane, La Posada Drive, Cielo Vista Drive, and Piedras Drive all being more fully described on Record of Survey Map No. 1095, Document No. 477222, recorded July 21, 1977; Record of Survey Map No. 1096, Document No. 477223, recorded July 21, 1977; Record of Survey Map No. 1097, Document No. 477224, recorded July 21, 1977, and as shown on Exhibit "A" (a copy is attached and is incorporated by reference), to be used as public streets, were offered for dedication to be

13-540

used as public streets by Division of Land Map No. 23, Document No. 477226 recorded on July 21, 1977; and

WHEREAS, said offer of dedication has not been accepted by the Board of County Commissioners; and

WHEREAS, NRS 278.390 specifically provides that if the real property such as described in Division of Land Map No. 23, Document No. 477226 is rejected for use as a public street or roadway, the offer of dedication shall be deemed to remain open and the governing body may by resolution at any later date, and without further action by the property owner, rescind its action and accept the real property for public use; and

WHEREAS, the above described real property is necessary for the construction of roadway improvements for Special Assessment District No. 32 – Spanish Springs Valley Ranches Roadway Improvement Project; and

WHEREAS, said real property is necessary for public access and for use as public streets and roadways; and

WHEREAS, the Washoe County Board of Commissioners finds that it is in the best interest of the public to accept said dedication of real property for use as streets and roadways;

NOW, THEREFORE, BE IT RESOLVED, by the Washoe County Board of Commissioners, pursuant to NRS 244.270 and 278.390, that the offer of the dedications of the rights-of-way for Valle Verde Drive, Agua Fria Drive, Rio Seco Lane, El Molino Drive, Los Pinos Drive, Valle De Sol Blvd, La Mancha Drive, Ensenada Lane, La Jolla Lane, the portion of La Posada Drive located within Section 31, Township 21 North, Range 21 East, Cielo Vista Drive, and Piedras Drive offered by Division of Land Map No.

23, Document No. 477226 Recorded July 21, 1977, as shown on Exhibit "A", are hereby
accepted.

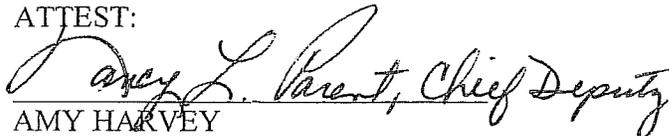
WASHOE COUNTY BOARD OF COMMISSIONERS



DAVID HUMKE, CHAIRMAN

6/25/13, 2013

ATTEST:



AMY HARVEY
County Clerk

COOPERATIVE AGREEMENT

BETWEEN

**CATHOLIC CHARITIES OF NORTHERN NEVADA,
THE CITY OF RENO POLICE DEPARTMENT,
WASHOE COUNTY SHERIFF'S OFFICE,
WASHOE COUNTY DEPARTMENT OF SOCIAL SERVICES,
WASHOE COUNTY HEALTH DISTRICT, AND
WASHOE COUNTY DEPARTMENT OF SENIOR SERVICES**

**FOR SERVICES TO THE KIDS TO SENIORS
KORNER PROGRAMS**

THIS AGREEMENT is made and entered into this _____ day of June, 2013, by and between Catholic Charities of Northern Nevada, a nonprofit legal entity qualified to do business in the State of Nevada, the City of Reno, a political subdivision of the State of Nevada on behalf of its police department (hereafter the "Reno Police Department"), the Washoe County Health District (hereafter "Health District"), and the County of Washoe, a political subdivision of the State of Nevada, on behalf of three of its departments, the Sheriff's Office (hereafter "Sheriff's Office), the Department of Social Services (hereafter "Social Services") and the Department of Senior Services (hereafter "Senior Services").

WITNESSETH:

WHEREAS the parties are either public agencies as described in NRS Chapter 277 and NRS 277.180, etc. seq., or private non-profit organizations, and are empowered to enter into agreements of mutual advantage; and

WHEREAS, the Kid's Korner Program was instituted by the Reno Police Department in 1996 as a "knock and talk" program with a police officer visiting the weekly rental motels checking on the welfare of children from infant to six years old and providing access to community resources to deal with health and welfare issues; and

WHEREAS, thereafter the Reno Police Department was joined in the effort by the Health District, Social Services, the Sheriff's Office, Sparks Police Department and Saint Mary's; and

WHEREAS, the parties, thereafter established the Senior's Korner Program with the participation of Senior Services, which identifies and assists at-risk seniors by linking them to community services through a non-traditional delivery program of public and private partners; and

WHEREAS, the Kid's Korner and Senior's Korner were consolidated in 2002 into one

13-548

program, the Kid's/Senior's Korner, thereby establishing an administrative structure for the purpose of seeking and managing grant and donor funding to the Program, continuing the participation of the parties in the activities of the Program; and

WHEREAS, since the Program was established, there have been some changes in the contributions and commitments by the parties to this Agreement; and

WHEREAS, a new Agreement is needed to reflect the existing structure of the Kids to Seniors Korner Program.

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

1. **GENERAL RESPONSIBILITIES**

The parties agree to contribute funds as set forth below to be expended for the salary of a Program Supervisor, to be hired and supervised by Catholic Charities of Northern Nevada. The Program Supervisor is responsible for all operational administration and management, including fiscal management for the Kids to Seniors Korner Program. The Supervisor works in conjunction with Catholic Charities of Northern Nevada in writing and submitting grant proposals to fund the Program. In addition, the Supervisor is responsible for initiating a strategic planning process in conjunction with the Advisory Board, acting as liaison to the parties and community agencies, and is the chief spokesperson for the Program in the community.

Each party to this Agreement will contribute funds, personnel, services, and/or supplies as follows:

(A) The Reno Police Department will:

- (1) Provide one (1) officer for up to forty (40) hours per week for the Kids to Seniors Korner Program and for appropriate community follow-up. The officer assigned to the Program will be responsible for contacting potential clients using the "Knock and Talk" concept. The officer will be responsible for identifying and acting upon any criminal conduct, providing referrals for social services as necessary and coordinating services with the other parties to this Agreement.
- (2) Participate in the assessment of clients referred to the Kids to Seniors Korner Program and make referrals, as appropriate.
- (3) Contribute \$10,000 toward the Supervisor's salary. If this Agreement is renewed in accordance with Paragraph 2, the Reno Police Department agrees to contribute \$10,000 toward the Supervisor's salary for each year the Agreement is renewed. The payment shall be made either in full at the

beginning of the Agreement year, or in four equal payments at the beginning of each quarter.

(B) The Washoe County Sheriff's Office will:

- (1) Provide one (1) deputy for up to forty (40) hours per week for the Kids to Seniors Korner Program and for appropriate community follow-up. The deputy assigned to the Program will be responsible for contacting potential clients using the "Knock and Talk" concept. The deputy will be responsible for identifying and acting upon any criminal conduct, providing referrals for social services as necessary and coordinating services with the other parties to this Agreement.
- (2) Participate in the assessment of clients referred to the Kids to Seniors Korner Program and make referrals as appropriate.
- (3) Contribute \$10,000 toward the Supervisor's salary. If this Agreement is renewed in accordance with Paragraph 2, the Washoe County Sheriff's Office agrees to contribute \$10,000 toward the Supervisor's salary for each year the Agreement is renewed. The payment shall be made either in full at the beginning of the Agreement year, or in four equal payments at the beginning of each quarter.

(C) Catholic Charities will:

- (1) Be the acting fiscal agent for the Kids to Seniors Korner Program, and will be responsible for receiving and disbursing funds designated for the Kids to Seniors Korner Program and for working with the Kids to Seniors Korner Program to track expenses. Required grant summaries and reports will be monitored and completed by the Program Supervisor with the assistance of Catholic Charities of Northern Nevada staff.
- (2) Report revenue and expenditures to the Advisory Board on a quarterly basis.
- (3) Assign and track all grant funds independently through an integrated financial software network in compliance with the Financial Accounting Standards Board.
- (4) Provide supervision and oversight for the Program Supervisor and any other grant/partner funded Catholic Charities of Northern Nevada employees.
- (5) Maintain medical records excluding immunizations, but including results of screenings. Follow appropriate procedures to ensure that patient

confidentiality rights are protected in accordance with applicable state and federal laws.

- (6) Comply with all applicable laws, ordinances and regulations of governmental entities having jurisdiction over matters that are the subject of the Agreement, including but not limited to bloodborne pathogen exposures, tuberculosis exposures, infection control, and background investigations for staff.
- (7) Contribute \$10,000 toward the Supervisor's salary. If this Agreement is renewed in accordance with Paragraph 2, Catholic Charities of Northern Nevada agrees to contribute \$10,000 toward the Supervisor's salary for each year the Agreement is renewed. The payment shall be made either in full at the beginning of the Agreement year, or in four equal payments at the beginning of each quarter.

(D) The Washoe County Health District will:

- (1) Provide a Public Health Nurse (PHN) for up to twenty (20) hours per week to provide public health nursing services for Kids to Seniors Korner.
- (2) Provide medical supplies, nursing staff as needed, and be responsible for the organization, administration, operation, and financing of medical services incurred in the course of the Health District's participation in the Kids to Seniors Korner Program.
- (3) Be responsible for obtaining and retaining any and all immunization patient release and medical consent forms for the Kids to Seniors Korner Program.
- (4) Comply with all applicable laws, ordinances and regulations of governmental entities having jurisdiction over matters that are the subject of the Agreement, including but not limited to blood borne pathogen exposures, tuberculosis exposures, infection control, and background investigations for staff.

(E) The Washoe County Department of Social Services will:

- (1) Provide one (1) Social Services Supervisor for two (2) hours per week to provide social services assessment and coordination for the Kid's Korner Division of the Program.
- (2) Provide one (1) Senior Human Services Support specialist for forty (40) hours per week to provide family support services for the Kid's Korner Division.

- (3) Provide an Adult Service's Social Worker a minimum of twelve (12) hours per month on a rotating basis to provide family assessment for the seniors involved in the Kids to Seniors Korner Program.
- (4) Contribute \$10,000 toward the Supervisor's salary. If this Agreement is renewed in accordance with Paragraph 2, Social Services agrees to contribute \$10,000 toward the Supervisor's salary for each year the Agreement is renewed. The payment shall be made either in full at the beginning of the Agreement year, or in four equal payments at the beginning of each quarter.

(F) Washoe County Senior Services will:

- (1) Provide one (1) Social Worker for up to five (5) hours per week to provide social services assessment, coordination, on-going case management and advocacy services to seniors as needed and referred.
- (2) Contribute \$5,000 toward the Supervisor's salary. If this Agreement is renewed in accordance with Paragraph 2, Senior Services agrees to contribute \$5,000 toward the Supervisor's salary for each year the Agreement is renewed. The payment shall be made either in full at the beginning of the Agreement year, or in four equal payments at the beginning of each quarter.

2. TERM OF AGREEMENT

This Agreement is effective from July 1, 2013 through June 30, 2014 and will renew automatically from year to year unless terminated in accordance with Paragraph 18 below.

3. ADVISORY BOARD

The parties agree to continue the Advisory Board established under the 2002 Agreement to guide the philosophical, strategic and operational aspects of the Program, and to identify development opportunities. The Advisory Board consists of executive representatives from each of the seven parties and representatives from the community at large.

4. ADDITIONAL STAFFING

The parties agree that, to the extent that funding is available through grants or other sources, Catholic Charities of Northern Nevada may hire an Administrative Assistant to assist the Supervisor in managing the day-to-day operation of the Kids to Seniors Korner Program. Such funding will not be the responsibility of the parties hereto.

5. **INDEMNIFICATION**

To the extent limited by Nevada Revised Statutes Chapter 41 or other applicable law, any governmental party shall be responsible for any intentional, reckless or negligent act committed by any of its officers, employees or agents under this Agreement. Without waiving, and at all times subject to the limitations established in NRS Chapter 41, the governmental party agrees to indemnify and hold harmless all other parties from and against any and all claims, demands, or actions by any person which may arise or result from the negligent act.

As a non-governmental entity, Catholic Charities of Northern Nevada agrees to hold harmless and indemnify the other parties from and against any and all claims, demands, or actions by any person which may arise or result from any intentional, reckless or negligent act, error or omission by its employees, agents or servants.

6. **INSURANCE**

The non-governmental parties agree to purchase and maintain general, professional and automobile liability insurance policy or policies with minimal coverage limits of one million dollars for activities related to this Agreement and shall name the governmental parties as Also Named Insureds. The governmental parties may provide for their respective financial obligations through a program of self-insurance in compliance with Nevada Revised States Chapter 41. Should any governmental party choose not to provide self-insurance coverage, that governmental party shall purchase and maintain the same insurance policies and coverage as the non-governmental parties herein.

7. **WORKERS COMPENSATION**

Each party shall be responsible for providing complete workers' compensation coverage in accordance with the laws of the State of Nevada for each of its own employees. To the extent allowed by law, for the limited purpose of this Agreement, the parties shall be deemed joint employers for immunity from liability under Nevada workers' compensation laws.

8. **INDEPENDENT PARTIES**

Employees assigned to the Kids to Seniors Korner Program shall remain employees of their respective entities, each of which will be responsible for all salary and benefits, training, equipment, and supplies used by the employees in carrying out the functions of the Program. Parties' existing policies and procedures shall apply to employees assigned to the Kids to Seniors Korner.

9. **COMPLIANCE WITH LAW**

The parties agree to uphold and abide by all laws, federal and state, related to equal

access and employment opportunities. These include, but are not necessarily limited to, Titles VI and VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1967, as amended, the Age Discrimination in Employment Act of 1975, the Equal Pay Act of 1963, Sections 501 and 504 of the Rehabilitation Act of 1973, the Civil Rights Act of 1991, and the Americans with Disabilities Act of 1990.

10. **CONFIDENTIALITY**

The parties agree to ensure that staff maintain confidentiality of all information, including medical, concerning recipients of services, except to the extent necessary to perform their lawful duties, or as required by law. Each party will ensure that a background investigation has been completed pursuant to NRS 179A.180, et seq., for those staff members who have access to minors and/or seniors and/or information regarding minors and/or seniors.

11. **ACCESS TO RECORDS**

The parties agree that each will have access to the clients' program records, as necessary. Each will retain and protect the confidentiality of records as is required by law.

12. **ANNUAL EVALUATION**

The parties agree to ensure that all staff members assigned to the Program are evaluated for competency by program partners on an annual basis.

13. **SUPERVISION OF PERSONNEL**

The parties agree to provide supervision and oversight for personnel assigned to the Program, make reasonable efforts to provide vacation coverage, and ensure that personnel fulfill all duties.

14. **DOCUMENTATION**

The parties agree to document in-kind fees and provide data to the Program as needed to assist in fund development.

15. **CONDUCT OF EMPLOYEES**

The parties agree to ensure that all employees assigned to the Program conduct themselves in a courteous manner and do not interfere with the orderly operation of the Program or any of the agencies.

16. **DISPUTES**

The parties agree to work cooperatively to address any problems and resolve any disputes

that may arise for the duration of this Agreement and any renewals thereof.

17. **APPROPRIATION OF FUNDS**

As required by NRS 244.320 and NRS 354.626, the parties acknowledge that the participation of the public entities in this agreement is contingent upon the appropriation of public funds to support the activities described herein and that the agreement will terminate if the appropriation of funds does not occur. In this event, immediate written notice of termination will be given in accordance with Paragraphs 18 and 19.

18. **TERMINATION**

Any party may terminate its participation in this Agreement by giving the other parties written notice of the intent to terminate no fewer than thirty (30) calendar days prior to the effective date of the termination.

19. **NOTICE**

All written notices required under this Agreement shall be mailed, postage prepaid, addressed to the designated representative of the respective parties:

Sheriff Michael Haley
Washoe County Sheriff's Office
911 Parr Boulevard
Reno, NV 89512

Grady Tarbutton, Director
Washoe County Senior Services
1155 East 9th Street
Reno, NV 89512

Kevin Dick
Washoe County Health District
P.O. Box 11130
Reno, NV 89520-0027

Kevin Schiller, Director
Washoe Co. Dept. of Social Services
P.O. Box 11130
Reno, NV 89520-0027

Commander. Shannon Wiecking
Reno Police Department
P.O. Box 1900
Reno, NV 89505-1900

Peter Vogel, Executive Director
Catholic Charities of Northern Nevada
P.O. Box 5099
Reno, Nevada 89513-5099

20. **ENTIRE AGREEMENT**

This Agreement contains all the commitments and agreements of the parties, and oral or written commitments not contained herein shall have no force or effect to alter any term or condition of this Agreement, unless modified in accordance with Paragraph 22.

21. **PRIOR AGREEMENTS**

This Agreement supercedes and renders void any existing agreements between two or

more of the parties as they may relate to the operation, administration and/or the provision of services to the Kids to Seniors Korner Program.

22. **MODIFICATION OR AMENDMENT**

This Agreement may be amended or modified only by the mutual agreement of the parties hereto in writing.

23. **VALIDITY**

In case any one or more of the terms, sentences, paragraphs or provisions contained herein shall for any reason be held to be invalid, illegal, or non-enforceable, in any respect, such invalidity, illegality, or non-enforceability shall not affect any other terms, sentences, paragraphs, or provisions and this Agreement shall be construed as if such invalid, illegal, or non-enforceable provision had never been contained herein.

24. **WAIVER**

A waiver of any breach of any provision of this Agreement by any party shall not be construed to be a waiver of any preceding or succeeding breach.

25. **GOVERNING LAW**

This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Nevada.

26. **ASSIGNMENT**

This Agreement may not be assigned without the consent of the governing boards or each party of their authorized representatives.

27. **THIRD PARTY BENEFICIARIES**

This Agreement is entered into solely for the benefit of the parties hereto, and has no intended third party beneficiaries. It shall confer no benefits, direct or indirect, on any third person or entity. No person or entity other than the parties themselves may rely upon or enforce any provision of this Agreement.

CITY OF RENO

APPROVED AS TO FORM:

[Signature]
MAYOR

[Signature]
DEPUTY CITY ATTORNEY

ATTEST:

[Signature]
CITY CLERK



WASHOE COUNTY, ON BEHALF OF
WASHOE COUNTY SHERIFF'S OFFICE,
WASHOE COUNTY DEPT. OF SOCIAL
SERVICES & WASHOE COUNTY DEPT.
OF SENIOR SERVICES

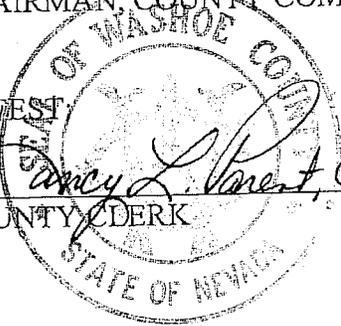
WASHOE COUNTY HEALTH
DISTRICT

[Signature]
CHAIRMAN, COUNTY COMMISSION

[Signature]
CHAIRMAN
WASHOE COUNTY DISTRICT BOARD
OF HEALTH

ATTEST:

[Signature]
COUNTY CLERK



CATHOLIC CHARITIES OF NORTHERN NEVADA

[Signature]
EXECUTIVE DIRECTOR

13-548

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting By and Through Its

Department of Conservation and Natural Resources
Nevada Division of Forestry
2478 Fairview Drive, Carson City, Nevada 89701
Phone (775) 684-2500 – Fax (775) 684-2570

And

Washoe County
Post Office Box 11130
1001 E 9th Street
Reno, Nevada 89520-0027
Phone (775) 328-6131 – Fax (775) 328-2718

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, it is deemed that the services of Nevada Division of Forestry hereinafter set forth are both necessary to Washoe County, and in the best interests of the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. CONTRACT TERM. This Contract shall be effective July 1, 2013 to June 30, 2015, unless sooner terminated by either party as set forth in this Contract.
4. TERMINATION. This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 60 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. NOTICE. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered 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.

13-550

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6. INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A: WILDLAND FIRE PROTECTION PROGRAM SCOPE OF WORK

7. CONSIDERATION. Nevada Division of Forestry agrees to provide the services set forth in paragraph (6) at a cost to Washoe County of \$50,000 per fiscal year not exceeding \$100,000, for the term of the contract, with quarterly installments payable by Washoe County for each entity out of the consolidated budget in advance on the first of each quarter, starting July 1 of each fiscal year. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

8. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.

9. INSPECTION & AUDIT.

a. Books and Records. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal 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 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 Contract must be retained a minimum three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. 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.

10. BREACH; REMEDIES. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages.

11. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.

12. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an

excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

13. INDEMNIFICATION.

a. To the fullest extent of limited liability as set forth in paragraph (11) of this Contract, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other 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 acts or omissions of the party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

b. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

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

15. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

16. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

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

18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

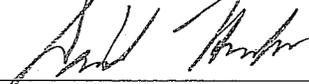
20. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.

21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).

22. GOVERNING LAW; JURISDICTION. This Contract 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 Nevada district courts for enforcement of this Contract.

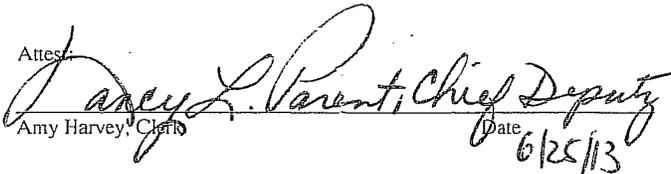
23. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the Office of the Attorney General.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby



David Humke, Chair,
Washoe County Board of Commissioners
Date 6/25/13

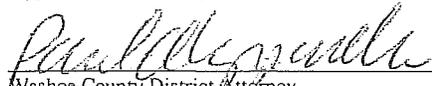
Pete Anderson, State Forester/Firewarden
Date

Attest:


Amy Harvey, Clerk
Date 6/25/13

Leo Drozdorff, Director, DCNR
Date

Approved as to form by:



Washoe County District Attorney
Date 6/25/13

Signature – Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS

Approved as to form by:

Harry Ward, Deputy Attorney General for Attorney General, State of Nevada

On _____
Date

On _____
Date

Attachment A
WILDLAND FIRE PROTECTION PROGRAM
SCOPE of WORK

I. IDENTIFICATION OF ENTITIES

- A. The State of Nevada Department of Conservation and Natural Resources (hereinafter "DCNR") which exists pursuant NRS 232.010(1), and the Nevada Division of Forestry (hereinafter "DIVISION") which exists pursuant to NRS 232.090(c), are both agencies of the State of Nevada (and are from time to time collectively referred to as "STATE" in this Agreement);
- B. WASHOE COUNTY is a political subdivisions of the State of Nevada;
- C. WASHOE COUNTY is organized pursuant to NRS 474.460 to provide for the prevention and extinguishment of fires in its respective territories.

II. BACKGROUND

All signatories to this Agreement are public agencies authorized by Chapter 277 of the Nevada Revised Statutes to enter into Interlocal and cooperative agreements with each other for the performance of governmental functions.

WASHOE COUNTY is authorized to serve its community in many different ways, including emergency situation management such as fire and emergency medical service, hazardous materials, confined space rescue, fire prevention, aircraft fire rescue, and others.

WASHOE COUNTY is the authority having jurisdiction within its boundary and has the responsibility to extinguish fires within those boundaries.

The STATE has responsibility to supervise or coordinate all forestry and watershed work on state-owned and privately owned lands in Nevada, working with federal agencies, private associations, counties, towns, cities or private persons.

The STATE may maintain or have access to additional specialized wildfire expertise and suppression resources.

It is to the mutual advantage of the STATE and WASHOE COUNTY to work closely together to maintain effective wildfire management without duplication, and to coordinate efforts with federal cooperators.

The STATE and WASHOE COUNTY desire to define their roles, responsibilities and relationships to achieve the most effective protection of forest, range, and watershed lands.

The STATE and WASHOE COUNTY recognize that safe, aggressive initial attack is often the best suppression strategy to keep wildland fires small and costs down.

It is understood that the mission and intent of all PARTIES is to quickly suppress wildland fires regardless of jurisdiction ownership. It is considered mutually beneficial to all PARTIES to jointly take action as necessary to safely and effectively contain all wildland fires.

WASHOE COUNTY has requested to participate in the STATE's Wildland Fire Protection Program ("WFPP"), and the STATE is authorized to render wildland fire protection services, including cost reimbursement, to WASHOE COUNTY.

III. STATE'S SERVICES TO WASHOE COUNTY

A. Services Generally & Location

The STATE will provide to WASHOE COUNTY certain payments and reimbursements as well as resources without cost (subject to availability) as and when requested by WASHOE COUNTY, to include without limitation the use of STATE aircraft, hand crews, Conservation Camp Crews, apparatus and heavy equipment, all as more fully set forth in this Attachment A. WASHOE COUNTY will provide the STATE a map of its jurisdictional boundaries within which the STATE will provide its services.

B. Payment

STATE will pay qualifying wildland fire suppression expenses to (or for) WASHOE COUNTY in connection with the STATE's Wildland Fire Protection Program.

1. Qualifying Expenses

Reasonable and prudent expenses (actual costs, based on established rates of the jurisdiction or STATE, attached) with respect to wildland fire suppression and support resources engaged in wildland fire suppression within WASHOE COUNTY jurisdictions, or through a cost-share agreement with Federal Agencies or adjacent or comingled jurisdictions.

- Initial Attack Suppression forces (Assistance by Hire), including aviation resources.
- Extended Attack resources (Assistance by Hire), services, and supplies with a Resource Order number.
- Vehicles, equipment and apparatus utilizing established Rates based on actual operating costs.
- Fire Base Camp – Incident Command Post set up and operational costs.

Scope of Work for Wildland Fire Protection Program

- Food services for Incident personnel.
- Transportation to/from Incident.
- Repair/replacement of uninsured items and small equipment damaged or destroyed during fire suppression (with IC approval and completed OF-288, Property Loss or Damage Report).
- Use of Mobile equipment.
- Use of Aircraft services.
- Personnel costs utilizing established Rates based on actual operating costs.
- Incident Management Team, mobilization and support.
- Cost Share Agreements.
- Dispatch overtime.
- Fire suppression damage repair.

2. Excluded Expenses

- Washoe County equipment, apparatus, personnel salary and benefits.
- Washoe County equipment and repair/maintenance costs associated with wildland fire response and normal wear and tear.
- Individuals and agencies when in “mutual aid” to Washoe County.
- “Profit” and Administrative fees.
- Dispatch personnel and services, regular time.
- Agency Overhead personnel not specifically assigned to the incident.
- Non-expendable (non-consumable) accountable property, i.e. Chainsaws, FAX Machines, and Mobile Air Conditioners.
- Claims and award payments.
- Interest and indemnities payments.
- Burned Area Emergency Rehabilitation (BAER) beyond suppression damage repair.
- Resources demobilized before the end of the mutual aid period.
- Escaped Prescribed Burns.

3. Negotiable Expenses

Costs not outlined above may be subject to negotiation between the parties for payment.

WASHOE COUNTY should notify the STATE of any questions, issues or situations regarding qualifying expenses that are not clear or require negotiation. The STATE will set a meeting to discuss and resolve. If the parties are unable to reach a mutually agreeable resolution, either party may refer the matter to the Review Committee (Section J) for further action.

C. Annual Planning Meeting

Annually, representatives of the STATE, to provide for the prevention and extinguishment of fires in the county, WASHOE COUNTY, and others deemed necessary, shall meet and jointly discuss, review, and update as necessary the Wildland Fire Protection Program and set rates for personnel and equipment. The STATE will arrange the date and location for the meeting each year.

D. Use of Incident Management Teams

WASHOE COUNTY will notify the STATE Duty Officer of any wildland fire in its areas that may require mobilization of an Incident Management Team. The STATE will participate in unified command role and assist any appointed Agency Administrator on any Type II or Type I wildland incident in a WFPP jurisdiction.

E. STATE's Delivery of Resources in Emergencies, And Training

The STATE will provide and deliver to WASHOE COUNTY as soon as reasonably possible the STATE's physical resources without cost (subject to availability) as and when requested by WASHOE COUNTY in response to emergencies within the boundaries of WASHOE COUNTY, to include without limitation the use of STATE aircraft, hand crews, Conservation Camp Crews, apparatus and heavy equipment.

WASHOE COUNTY may cooperate in the training, equipping and maintaining of wildland firefighting forces in the WASHOE COUNTY. STATE may assist the WASHOE COUNTY, in the organizing and training of WASHOE COUNTY and cooperator forces to detect contain and extinguish wildland fires at no charge.

F. Wildfire Pre-Suppression

STATE will provide, at WASHOE COUNTY request, technical assistance with hazardous fuels reduction modification, including developing projects, prescriptions, and plans; State Historic Preservation Office (SHPO) pre project reviews for potential impacts upon historic properties; Threatened and Endangered (T&E) species occurrences; and other technical services as requested and available. The STATE will provide, at WASHOE COUNTY request, subject to availability, personnel and apparatus to assist in Public Wildfire Education Programs, and the STATE and WASHOE COUNTY will collaborate on a wildland fire prevention program that includes a common message.

G. Wildfire Suppression

Scope of Work for Wildland Fire Protection Program

STATE and WASHOE COUNTY will utilize "closest forces" concept for all wildland fire responses. This concept dictates that the closest available resources to respond to initial attack fires regardless of jurisdiction whenever there is a critical and immediate need for the protection of life and property. Beyond initial attack, the "closest forces" concept is modified and the respective agencies will request the most appropriate resource to aid in the suppression of a wildfire.

H. Reporting/Notification

WASHOE COUNTY will notify the STATE Duty Officer of any wildland fire in their jurisdictions that may require STATE assistance at time of size up or as soon as reasonably possible.

I. Prescribed Burning

STATE and WASHOE COUNTY will coordinate technical assistance for prescribed fires and fuels reduction projects. Prescribed burning costs are not eligible for reimbursement under the WFPP. Escaped Prescribed Fires (conversion to wildland fire) are not eligible for reimbursement or direct payment under the WFPP.

J. Review Committee

STATE will establish a review committee to adjudicate issues or questions between STATE and WASHOE COUNTY which cannot be resolved informally through the parties. The Director of the Conservation and Natural Resources (DCNR) will request one STATE representative and two individuals from jurisdictions other than where the dispute is occurring to serve on the Committee. The Committee will meet and discuss the issue and make a non-binding recommendation to the Director of DCNR for a final decision. The use of a Review Committee and the Director's decision, however, are not intended to alter or supplant any other remedy either party may have at law, those being specifically reserved unto the parties.

K. Reimbursement/Payment

STATE will provide reimbursement to WASHOE COUNTY, or provide for direct payment on behalf of WASHOE COUNTY of approved costs to Federal, state, and local agencies and other vendors.

DIVISION will provide template/process for billing eligible WASHOE COUNTY costs to the Wildland Fire Protection Program.

1. Billing invoice requirements:
 - a. One incident per invoice;

Scope of Work for Wildland Fire Protection Program

- b. Incident name;
- c. Incident start date;
- d. Incident number (State and Federal);
- e. Contact point for questions;
- f. Standard billing documentation: Dispatch Resource Orders, Cost Share Agreements, Transaction Registers and backup documentation (Resource Order Numbers for all Supplies), Incident Dispatch Log).

The WASHOE COUNTY will prepare and submit to DIVISION incident billing packages no later than six (6) months from the date the incident is declared out, with the exception of certain FEMA, Civil Cost Recovery and other incidents that warrant specific time tables. STATE reserves the right to return billing packages not meeting the billing invoice requirements outlined above, for correction. Failure to meet these timelines shall not be construed as a release or waiver of claims for reimbursement against the other party. If the six (6)-month timeframe cannot be met, immediate written notification shall be made to the STATE Deputy Administrator.

For Federal Emergency Management Agency (FEMA) billings, the DIVISION will be the lead agency for all bills to be submitted for the Fire Management Assistance Grant Program (FMAG). The DIVISION requires estimated bills from WASHOE COUNTY within 30 days of the fire being declared out. The WASHOE COUNTY will track resources and costs associated with wildland fires.

L. Non-Wildland Fire Emergency Assistance

STATE will provide to WASHOE COUNTY, participating in the Wildland Fire Protection Program, assistance without cost (subject to availability) requested by the WASHOE COUNTY for emergencies which threaten human life or property including the use of STATE aircraft, hand crews, Conservation Camp Crews, apparatus and heavy equipment.

M. Cost Share Agreements

WASHOE COUNTY will notify the STATE Duty Officer of any wildland fire in their jurisdictions that may require a cost share agreement between agencies/jurisdictions. The STATE will assume an active role in the development of the cost share agreement and must ratify the agreement in order for any expenses incurred through the agreement to qualify under the WFPP.

N. Fire Investigations

PARTIES shall render mutual assistance in related investigations and law enforcement activities, and in court prosecutions, to the fullest extent possible. WASHOE

COUNTY shall be responsible for investigations and law enforcement activities on wildfires that originate on their respective lands. STATE has the ability to seek cost recovery actions to the extent of the STATE's payments on known human caused fires. To the extent permitted by State law, the WASHOE COUNTY will provide investigation files relative to the fire to the STATE.

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting By and Through Its

DEPARTMENT OF HEALTH AND HUMAN SERVICES DIVISION OF HEALTH CARE FINANCING AND POLICY

1100 E. William Street, #108
Carson City, Nevada 89701
Phone: (775) 684-3636 Fax: (775) 684-3799

and

Washoe County

PO Box 11130
Reno, Nevada 89520-0027
Phone: (775) 785-5641 Fax: (775) 785-5640

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, it is deemed that the services of Washoe County hereinafter set forth are both necessary to the Division of Health Care Financing and Policy (DHCFP) and in the best interests of the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. CONTRACT TERM. This Contract shall be effective July 1, 2013 to June 30, 2015, unless sooner terminated by either party as set forth in this Contract.
4. TERMINATION. This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. NOTICE. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered 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.
6. INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:
ATTACHMENT A: SCOPE OF WORK
7. CONSIDERATION. The County agrees to provide the services set forth in paragraph (6) at a cost of \$1,500,000.00 (One Million Five Hundred Thousand Dollars) per year OR an amount determined by DHCFP pursuant to NAC 422.105, with the total Contract or installments payable: as set forth in Attachment A, not exceeding \$3,000,000.00 (Three Million Dollars) for the contract term. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.
8. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.

13-557

9. INSPECTION & AUDIT.

a. Books and Records. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal 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 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 Contract must be retained a minimum three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. 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.

10. BREACH; REMEDIES. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for State-employed attorneys.

11. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.

12. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

13. INDEMNIFICATION.

a. To the fullest extent of limited liability as set forth in paragraph (11) of this Contract, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other 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 acts or omissions of the party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

b. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

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

15. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

16. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the unenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
17. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.
18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.
19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
20. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.
21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).
22. GOVERNING LAW; JURISDICTION. This Contract 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 Nevada district courts for enforcement of this Contract.
23. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the Office of the Attorney General.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Washoe County Commission



David Humke

6/25/13

Date Chairman
Title

**Department of Health and Human Services
Division of Health Care Financing and Policy**

Leah Lamborn

Date Chief Fiscal Officer, DHCFP
Title

Laurie Squartsoff

Date Administrator, DHCFP
Title

Michael J. Willden

Date Director, DHHS
Title

Signature – Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS

Approved as to form by:

On _____
(Date)

Deputy Attorney General for Attorney General, State of Nevada

On _____
(Date)

ATTACHMENT A

Washoe County IGT Scope of Agreement

1. This contract is undertaken between the Department of Health and Human Services, Division of Health Care Financing and Policy (DHCFP) and Washoe County (County) in an effort to provide a means by which funds allocated by County for certain indigent services can be combined with federal matching funds for persons eligible for Medicaid or other indigent individuals in Nevada. Nothing contained in this contract is intended to diminish the scope and quality of medical services provided to individuals qualified by eligibility standards adopted by County.
2. DHCFP and County, by joining in this contract, agree that existing medical coverage and services to individuals will be maintained in a manner so as to prevent the transfer of responsibility for medical care for such individuals from the State of Nevada to any county government in the state.
3. The parties agree that the services or activities to be performed are as follows:
 - a. County shall pay to DHCFP the lesser of **ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000.00)** per year or an amount determined by DHCFP pursuant to NAC 422.105. Payment shall be made in quarterly payments as determined by DHCFP. The payment for each quarter shall be due no later than the 30th day of the first month of each quarter (July 30, October 30, January 30, and April 30). The source of funds for the payment must be in accordance with NRS 422.382.
 - b. In consideration of the payments specified above, NAC 422.105 discharges Washoe County of the duty and obligation to pay for medical treatment (pursuant to NRS 428.010, NRS 428.030 and NRS 450.500) for those indigent inpatients that are treated at Renown Regional Medical Center. For the purposes of this Contract, such obligation includes the obligation for all such payments to such hospitals for which the County is directly responsible including payments under NRS 428.335.
 - c. County shall make the determination of eligibility for medical and financial assistance pursuant to NRS 428.015. County may use such forms, as it deems appropriate for such determinations. County will make such reports for this purpose as may be prescribed by DHCFP.
4. Nothing in this contract shall be construed in such a manner as to limit the ability of County to determine eligibility for medical and financial assistance to indigent persons in accordance with NRS 428.015.

5. The parties agree that all services rendered under this contract shall be provided in compliance with the Federal Civil Rights Act of 1964, and the Americans with Disabilities Act, as amended, and no person shall be unlawfully denied service on the grounds of age, race, creed, color, sex, national origin, or handicap.
6. The parties hereby agree that all information regarding individuals receiving services as a result of this contract is and shall remain confidential, and shall not be disseminated by any party except for purposes directly related to the provision of services under this contract. See NRS 428.045(3).
7. The parties must expend and account for contract funds in accordance with applicable federal regulations. Fiscal control and accounting procedures must be sufficient to:
 - a. permit the tracing of funds to a level of expenditure adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of applicable contract or regulatory requirements and statutes; and
8. The parties shall comply with all applicable local, state, and federal laws in carrying out the obligations of this contract, including all federal and state accounting procedures and requirements.

**RESOLUTION CONCERNING PRO BONO
LEGAL SERVICES FOR THE ELDERLY**

WHEREAS, since 1991, Washoe County through its Department of Senior Services has operated the Senior Law Project, which has provided legal services without charge to elderly persons in Washoe County, Nevada; and

WHEREAS, Washoe County continues to support the critical role that legal services for the elderly serves in the comprehensive, coordinated service delivery system that keeps our senior citizens independent and safe; and

WHEREAS, Washoe County is facing an unprecedented growth in the population of seniors, which is projected in the Washoe County Consensus Forecast to continue through 2030 and beyond; and

WHEREAS, Washoe County wishes to ensure that the funds spent to provide these legal services are spent in the most efficient and effective way possible, including in partnership with the State of Nevada and other agencies that can generate additional resources; and

WHEREAS, Washoe County has received and used certain funds from the County Treasurer which were derived from the filing fees in civil actions filed in the Second Judicial District Court as designated by NRS 19.031 and NRS 19.0335 for *pro bono* legal services for seniors to operate Washoe County's Senior Law Project; and

WHEREAS, Washoe County desires that the court filing fees continue to be used in this manner, under oversight provided by the Department of Senior Services, and that those funds be made available to the recipient of legal services grants funded by the Nevada Aging and Disability Services Division; and

WHEREAS, Washoe County may wish to provide additional grant funding to support those legal services for seniors for Washoe County residents over the age of 60; and

WHEREAS, On February 8, 2013, a majority of the Washoe County Board of Commissioners directed the Department of Senior Services to work collaboratively with State of Nevada Aging and Disability Services Division to ensure these services are on-going and available to the community,

NOW, THEREFORE, BE IT RESOLVED, that the Washoe County Board of Commissioners support the availability of *pro bono* legal services for the elderly and, acting through its Department of Senior Services, will maintain a partnership with the State of Nevada Aging and Disability Services Division to continue to make available those legal services to qualifying senior citizens in Washoe County while working collaboratively with the Division to plan for and develop the resources necessary to meet the future growing need.

Upon motion by Commissioner, Kitty Jung, seconded by
Commissioner Vauahn Hartung, the foregoing Resolution was passed and adopted
this 25 day of June, 2013 by the following vote:

AYES: Humke, Weber, Jung, Berkbigler ^{+ Hartung} NAYS: _____
ABSENT: _____ ABSTAIN: _____



**WASHOE COUNTY
BOARD OF COMMISSIONERS**

A handwritten signature in black ink, appearing to read "David Humke".

David Humke, Chair

**RESOLUTION FOR A GRANT TO WASHOE LEGAL SERVICES
IN SUPPORT OF PRO BONO AND LOW COST GUARDIANSHIP WARD
REPRESENTATION FOR ELDERLY WARDS**

WHEREAS, Washoe County continues to support the availability of pro bono and low cost legal services for the elderly residents of Washoe County, and wishes to ensure that funds spent to provide these legal services are spent in the most efficient and effective way possible, including in partnership with the State of Nevada and other entities that can generate additional resources; and

WHEREAS, Washoe County desires to provide grant funding to the nonprofit, WASHOE LEGAL SERVICES, in support of those legal services subject to performance measures, all as more fully described and conditioned in the parties' contemporaneous agreement entitled "Agreement In Support Of Pro Bono And Low-Cost Legal Services For Elderly," which is incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED, that the Washoe County Board of Commissioners support the availability of *pro bono* legal services for the elderly, and consistent with that does hereby grant to WASHOE LEGAL SERVICES the sum of \$22,500 to be used in FY 2013-2014 strictly for expenses incurred in pro bono direct representation and legal counseling of Washoe County's qualifying elderly residents, together with ordinary expenses of associated support services and equipment, in the legal field of guardianship ward representation.

Upon motion by Commissioner, Kitty Jung, seconded by

Commissioner Vaughn Hartung, the foregoing Resolution was passed and adopted

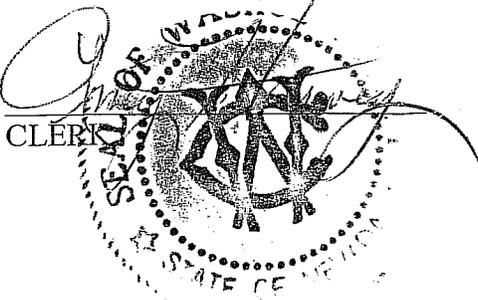
this 25th day of June, 2013 by the following vote:

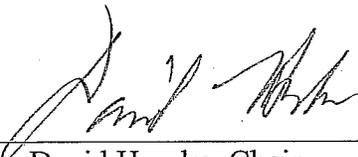
AYES: Humke, Weber, Jung, Barkbigler + Hartung NAYS: _____

ABSENT: _____ ABSTAIN: _____

**WASHOE COUNTY
BOARD OF COMMISSIONERS**

ATTEST:





David Humke, Chair

15-074

**RESOLUTION FOR A GRANT TO NEVADA LEGAL SERVICES
IN SUPPORT OF PRO BONO AND LOW COST CONSUMER RELATED LEGAL
SERVICES FOR THE ELDERLY**

WHEREAS, Washoe County continues to support the availability of pro bono and low cost legal services for the elderly residents of Washoe County, and wishes to ensure that funds spent to provide these legal services are spent in the most efficient and effective way possible, including in partnership with the State of Nevada and other entities that can generate additional resources; and

WHEREAS, Washoe County desires to provide grant funding to the nonprofit, NEVADA LEGAL SERVICES, in support of those legal services subject to performance measures, all as more fully described and conditioned in the parties' contemporaneous agreement entitled "Agreement In Support Of Pro Bono And Low-Cost Legal Services For Elderly," which is incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED, that the Washoe County Board of Commissioners support the availability of *pro bono* legal services for the elderly, and consistent with that does hereby grant to NEVADA LEGAL SERVICES the sum of \$52,500 to be used in FY 2013-2014 strictly for expenses incurred in pro bono direct representation and legal counseling of Washoe County's qualifying elderly residents, together with ordinary expenses of associated support services and equipment, in the legal fields of government benefits and entitlements, lifetime planning issues, consumer matters, real property and housing matters, and elder law, but not including guardianship ward representation.

Upon motion by Commissioner, Kitty Jung, seconded by
Commissioner Vaughn Hartung, the foregoing Resolution was passed and adopted
this 25 day of June, 2013 by the following vote:

AYES: Humke, Weber, Jung, Bertbigler ^{+ Hartung} NAYS: _____

ABSENT: _____ ABSTAIN: _____

**WASHOE COUNTY
BOARD OF COMMISSIONERS**

ATTEST:



David Humke, Chair

13070