

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

TUESDAY

10:00 A.M.

NOVEMBER 12, 2013

PRESENT:

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

**Nancy Parent, County Clerk**  
**John Berkich, Interim County Manager (10:05 a.m. to 6:06 p.m.)**  
**John Slaughter, County Manager (6:06 p.m. to 10:02 p.m.)**  
**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:

**13-963      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.”

Lori Crown discussed a recent fatal car accident on Lemmon Valley Drive and requested some actions and/or safety measures be taken for the area. She indicated that a portion of the street where certain businesses were located pertinent to the community was very dark, but only had one designated crosswalk. She hoped that some clear definitions or crosswalks could be provided in order for individuals to safely cross the street.

Guy Felton spoke on the U.S. Constitution, the first amendment and sovereign people.

Connie McMullen, Washoe County Senior Services Advisory Board Chair, indicated that the Advisory Board had voted unanimously to support Agenda Item 31, integrating the Social Services and Senior Services Departments to create the Washoe County Human Services Agency. She stated this integration would meet the challenging

needs of a growing, aging population, would bring efficiencies to the system and provide a continuum of resources and care to meet the needs of senior citizens.

Nancy Podewils stated her support of integrating the Social Services and Senior Services Departments to create the Washoe County Human Services Agency. She also stated her support for AB 46.

Sam Dehne addressed the Board on several issues.

Donna Clontz, City of Reno Senior Citizens Advisory Board Chair, supported integrating the Social Services and Senior Services Departments to create the Washoe County Human Services Agency.

Bruce Arkell, Nevada Senior Advocates, stated his support for integrating the Social Services and Senior Services Departments to create the Washoe County Human Services Agency.

**13-964      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.)”**

Commissioner Weber discussed her recent trip to New Orleans and some of the observations she made in regard to their public works projects.

Commissioner Hartung thanked all the Veterans who served our Country. He noted that he participated in the Veterans Day Parade held on November 11, 2013.

Commissioner Berkgigler supported the comments regarding safety precautions being implemented for Lemmon Valley Drive and said this was an issue that staff needed to research. She thanked all Veterans for their service and noted that she also participated in the Veterans Day Parade.

Commissioner Jung agreed that staff needed to research safety options for Lemmon Valley Drive.

Chairman Humke also thanked Veterans for their service.

**13-965            AGENDA ITEM 5 – HUMAN RESOURCES**

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

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

**Essentials of Personal Effectiveness**

Danica Pierce Warren, Social Worker II  
Marie Sepulveda, Health Department  
Lela Becerra, Office Assistant II

**Essentials of Support Staff**

Lela Becerra, Office Assistant II

**13-966            AGENDA ITEM 6 - COMMUNITY SERVICES**

**Agenda Subject: “Acknowledge Al Rogers as the recipient of the Nevada Recreation and Park Society’s *Dundee Award*. (All Commission Districts.)”**

Pandora Baldwin, Nevada Recreation and Park Society’s (NRPS) President, explained that the NRPS was a private, non-profit organization that served as the local affiliate to the National Recreation and Parks Association (NRPA). She indicated that the Dundee Award was named for Dundee Jones, former NRPS President, was the Society’s highest honor and was rarely awarded. Ms. Baldwin reviewed the extensive criteria needed for this award which included: longevity; contributions through the NRPS to the general field of parks and/or recreation; a minimum one-term as President of the NRPS; served on the NRPS Executive Board as an officer for at least three terms other than President, served at least five years as Committee Chair in the NRPS; Committee Chair in the NRPA organization at either the national, regional, branch or section level; substantial contributions, other than the above, to the profession on a regional and/or national level; and, a fine moral character.

Ms. Baldwin noted that Al Rogers had over 30 years of experience in the field of parks and recreation and was one of the few Certified Park and Recreation Professionals in Nevada. She said Mr. Rogers had dedicated over 20 years of service to the NRPS and had held almost every position on their Executive Board, including President. She said he spearheaded the campaign to bring the NRPA National Congress to Reno in 2004 bringing over 10,000 recreation professionals to the region. Ms. Baldwin stated that Mr. Rogers’ passion and dedication to parks and recreation continued to inspire County staff and the NRPS members throughout the State.

On behalf of the NRPS, Ms. Baldwin presented the Dundee Award to Al Rogers, Projects and Programs Division Director. Mr. Rogers thanked the many County Commissioners that he had worked under that allowed him to use his passion to promote the State. He commented that he was humbled to receive the Dundee Award and was also honored to receive the award from fellow parks and recreation professionals.

In response to the call for public comment, Sam Dehne congratulated Mr. Rogers.

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

**13-967      AGENDA ITEM 7 - PROCLAMATION**

**Agenda Subject: “Proclamation--November 2013 as Dentistry from the Heart Month. (All Commission Districts.) Requested by Commissioner Hartung.”**

Commissioner Hartung read and presented the Proclamation to representatives of Sala Family Dentistry.

On behalf of Sala Family Dentistry, Candice Simpkins, Dentistry from the Heart Chairperson, thanked the Board for their recognition. She said the Sala Family was proud to provide this service to the community for the fifth year. She noted that the event held on November 1, 2013 provided over \$80,000 of free dentistry to members of the community.

In response to the call for public comment, Sam Dehne commended Sala Family Dentistry for their service to the community.

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

**13-968      AGENDA ITEM 8 - PROCLAMATION**

**Agenda Subject: “Proclamation--November 2013 as Pancreatic Cancer Awareness Month. (All Commission Districts.) Requested by Commissioner Berkbigler.”**

Commissioner Berkbigler read and presented the Proclamation to Virginia Jud, Vicky Welling and Rebecca Burger.

Ms. Jud thanked the Board for their continued support of Pancreatic Cancer Awareness. She distributed purple ribbons to the Board that represented Pancreatic Cancer Awareness.

Ms. Welling thanked the Board for their Proclamation. She explained that the Proclamation was important because it kept Pancreatic Cancer in the public's eye. She indicated that a change in funding had gone through Congress last year and noted there had already been breakthroughs in research. She said three key issues had recently occurred: the defective gene had been identified which would increase early diagnosis; chemotherapy had been made more effective because with Pancreatic Cancer the cancer cells were surrounded by normal cells making it difficult for chemotherapy to reach the cancer cells; and, research had found how to turn the immune system back on since it often stopped recognizing those cells as cancer cells, enabling the patient's own immune system to help fight the cancer.

In response to the call for public comment, Susan Deriso acknowledged a former County employee that had Pancreatic Cancer and how fast the disease moved from diagnosis. She applauded the efforts moving forward with Pancreatic Cancer Awareness.

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

**13-969      AGENDA ITEM 19 – SPARKS JUSTICE COURT**

**Agenda Subject: “Recommendation to approve an Interlocal Agreement between Washoe County and the Justices of the Peace of the Township of Sparks, deferring creation of the third judicial seat for Sparks Township Justice Court and authorize the Chairman to execute the Agreement, including creation of a new full-time Court Clerk I effective July 1, 2014; reclassification of position #70000359 Court Clerk I (J130) to Court Clerk II (J157) and position 70000337 Court Clerk I (J130) to Court Clerk III (J175) effective January 1, 2014; [estimated FY 13/14 Impact \$13,750, FY 14/15 impact of \$98,000]; and direct Finance and Human Resources to make the necessary adjustments. (Commission Districts 3, 4, and 5.)”**

Commissioner Hartung asked if the Sparks Justice Court would need a full-time or part-time judge in the near future. Judge Kevin Higgins replied that the Courts numbers were increasing in civil cases. He said there was the possibility that the Sparks Justice Court would need a third full-time judge in the future. Presently, Judge Mancuso from Incline Village assisted two days a week.

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 19 be approved, authorized, executed and directed. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

**13-970            AGENDA ITEM 11 – DISTRICT COURT**

**Agenda Subject: “Recommendation to acknowledge appointment of Frank W. Cervantes as the new Director of Washoe County Department of Juvenile Services effective August 2013. (All Commission Districts.)”**

Department 2 District Judge Egan Walker indicated that he was the presiding Judge over Juvenile Services to whom the Director of Juvenile Services was reportable to by statute. He acknowledged that Frank Cervantes was appointed in June 2013 after an open, competitive, diligent process that resulted in a pool of highly qualified applicants from across the Country. He said Mr. Cervantes was capable, enthusiastic and an innovative leader that would be accountable to the Board and the citizens of the County.

Mr. Cervantes commented that behind every good juvenile justice system was quality judicial leadership, and said he was fortunate to be working for Judge Walker. He planned on moving the agency forward and thanked his family for their continued support.

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Chairman Humke, which motion duly carried, it was ordered that Frank Cervantes be appointed as the new Director of the Washoe County Department of Juvenile Services effective August 2013.

**CONSENT AGENDA**

**13-971            AGENDA ITEM 9A**

**Agenda Subject: “Approve minutes for the Board of County Commissioners’ September 17, September 24, and October 8, 2013 meetings.”**

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 9A be approved.

**13-972            AGENDA ITEM 9B - ASSESSOR**

**Agenda Subject: “Approve roll change requests, pursuant to NRS 361.768 and NRS 361.765, for errors discovered for the 2012/2013, 2011/2012, 2010/2011 secured tax roll and authorize Chairman to execute the changes and direct the Washoe County Treasurer to correct the error(s). [cumulative amount of decrease \$3,725.07]. (Parcels are in various Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 9B be approved, authorized, executed and directed.

**13-973            AGENDA ITEM 9C – DISTRICT ATTORNEY**

**Agenda Subject: “Approve payments [\$5,555] to vendors for assistance of 35 victims of sexual assault and authorize Comptroller to process same. NRS 217.310 requires payment by the County of total initial medical care of victims, regardless of cost, and of follow-up treatment costs of up to \$1,000 for victims, victim’s spouses and other eligible persons. (All Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 9C be approved.

**13-974            AGENDA ITEM 9D - FINANCE**

**Agenda Subject: “Approve payment [\$207,995.44] for the Estimated Annual Assessment for Washoe County’s self-funded workers’ compensation program for fiscal year 2013/2014, to the State of Nevada, Division of Industrial Relations. (All Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 9D be approved.

**13-975            AGENDA ITEM 9E - LIBRARY**

**Agenda Subject: “Accept donations [\$500] from Progressive Technology Federal Systems, Inc.-Europe and [\$300] from Silver Bow Library for sponsorship of the KohaCon 2013 conference; and direct Finance to make the appropriate budget adjustments. (All Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 9E be approved and directed.

**13-976            AGENDA ITEM 9F - MANAGER**

**Agenda Subject:** “Approve payment [\$34,736] to Tahoe Regional Planning Agency pursuant to the Tahoe Regional Planning Compact (Article VIII, Public Law 96-551, December 1980). (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 9F be approved.

**13-977            AGENDA ITEM 9G(1) – COMMUNITY SERVICES**

**Agenda Subject:** “Acknowledge receipt of the Washoe County Water and Sanitary Sewer Financial Assistance Program Status Report as of June 30, 2013 and as of September 30, 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, it was ordered that Agenda Item 9G(1) be acknowledged.

**13-978            AGENDA ITEM 9G(2) – COMMUNITY SERVICES**

**Agenda Subject:** “Authorize the Chairman to recommend approval of Water Rights Applications 83083 through 83086 to the Nevada State Engineer, proposing to change the point of diversion and place and manner of use of 89.736 acre-feet of ground water rights from Washoe County to Storey County. (Commission District 4.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 9G(2) be authorized.

**13-979            AGENDA ITEM 9G(3) – COMMUNITY SERVICES**

**Agenda Subject:** “Adopt Resolutions Accepting Streets for portions of Woodchuck Circle APNs 041-051-12, 041-051-13, and 041-682-06; and adopt Resolutions Accepting Real Property For Use As A Public Street (Woodchuck Circle) for portions of APNs 041-051-15, 041-051-17, 041-051-52, 041-051-54, 041-051-55, and 041-051-56 (totaling 169,300 square feet) for use as a public street right-of-way; and if approved, direct the Clerk’s Office to record the Resolutions. (Commission District 1.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 9G(3) be adopted, approved and directed. The Resolutions for same are attached hereto and made a part of the minutes thereof.

**13-980            AGENDA ITEM 9G(4) – COMMUNITY SERVICES**

**Agenda Subject: “Approve Intrastate Interlocal Contract between Public Agencies between Washoe County and the State of Nevada Department of Employment, Training and Rehabilitation Division Business Enterprises of Nevada for the continued operation of vending machine and concession services within County facilities as required by Nevada Revised Statutes Chapter 426.630, for the period December 1, 2013 through September 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, it was ordered that Agenda Item 9G(4) be approved. The Intrastate Interlocal Contract for same is attached hereto and made a part of the minutes thereof.

**13-981            AGENDA ITEM 9G(5) – COMMUNITY SERVICES**

**Agenda Subject: “Approve Exhibition Agreement [\$36,750] between Washoe County and WonderWorks Exhibits Company, Inc.; and approve Origins Museum Institute Standard Letter of Agreement [\$25,000] between Washoe County and Origins Museum Institute for the 2014 Spring Exhibit at the Wilbur D. May Museum entitled “Treasure: Riches, Rogues, and Relics.” (Commission Districts 3.)”**

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 9G(5) be approved.

**13-982            AGENDA ITEM 9H(1) - HEALTH DISTRICT**

**Agenda Subject: “Approve amendments [net increase \$172,769 in both revenue and expenses] to the adopted FY 14 Comprehensive Tobacco Prevention Program Grant Program, IO 10418; and direct the Finance Department to make the appropriate budget adjustments. (All Commission Districts.) ”**

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 9H(1) be approved and directed.

**13-983            AGENDA ITEM 9H(2) – HEALTH DISTRICT**

**Agenda Subject: “Ratification of Amendment #1 to Interlocal Agreement between the Washoe County Health District and Washoe County through its Department of Juvenile Services to provide consultative and clinical services for the period upon ratification through June 30, 2016; and if approved, authorize the Chairman to execute the Interlocal Agreement. (All Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 9H(2) be ratified, approved, authorized and executed. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

**13-984            AGENDA ITEM 9I(1) – SENIOR SERVICES**

**Agenda Subject: “Accept cash donations [\$95,024.77] for the period of July 1, 2013 through September 30, 2013 for the first quarter of FY 13/14; 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 Weber, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 9I(1) be accepted and directed.

**13-985            AGENDA ITEM 9I(2) – SENIOR SERVICES**

**Agenda Subject: “Approve Interlocal Contract between the Department of Health and Human Services (Division of Health Care Financing and Policy) and the County of Washoe (Senior Services) to authorize Senior Services to accept from Nevada Medicaid Administrative Claiming reimbursements for services retroactively from July 1, 2012; and for medical services retroactively from January 1, 2012 through June 30, 2017. Approval of contract and funding is contingent upon state and federal approval of Senior Services’ cost allocation plan and rate methodology. (All Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 9I(2) be approved and

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

**13-986            AGENDA ITEM 9J(1) - SHERIFF**

**Agenda Subject: “Accept donation [\$3500] from Reno Running Company, LLC to the County of Washoe on behalf of the Washoe County Sheriff’s Office to purchase equipment for the K9 Unit; and authorize Finance to make appropriate budget adjustments. (All Commission Districts.)”**

On behalf of the Board, Commissioner Jung thanked the Reno Running Company, LLC for their generous donation.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 9J(1) be accepted and authorized.

**13-987            AGENDA ITEM 9J(2) - SHERIFF**

**Agenda Subject: “Approve FFY13 Department of Homeland Security (DHS) grant funding [\$85,455, no match required] through the Nevada Division of Emergency Management (NDEM) for the Washoe County Sheriff’s Office Citizen Corps Volunteer Program; and approve travel for non-County personnel. Grant period is retroactive from 9/1/13 through 2/28/15; and authorize Finance to make necessary budget adjustments. (All Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 9J(2) be approved and authorized.

**BLOCK VOTE**

The following Agenda Items were consolidated and voted on in a block vote: 14, 15, 17, 18, 21, 22, 23, 24, 25, 26 and 32.

**13-988            AGENDA ITEM 14 – HUMAN RESOURCES**

**Agenda Subject: “Recommendation to approve the Collective Bargaining Agreements with the Washoe County District Attorney Investigator’s (WCDAIA) Associations for the period of July 1, 2013 through June 30, 2014; ratify same; and if approved, authorize Chairman to execute the Collective Bargaining Agreement**

**[FY 14 fiscal impact estimated at \$22,600]. (All Commission Districts). To be heard before Agenda Item #15.”**

There was no public comment on this item.

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

**13-989            AGENDA ITEM 15 – HUMAN RESOURCES**

**Agenda Subject: “Recommendation to approve a 1% COLA adjustment in salary effective July 1, 2013, a .375% employee PERS contribution rate increase in lieu of a salary increase effective July 15, 2013, and a 1.5% COLA adjustment in salary effective January 1, 2014 for the Chief Investigator (DA) [fiscal impact estimated at \$2,600]. (All Commission Districts.) To be heard after Agenda Item #14.”**

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 15 be approved.

**13-990            AGENDA ITEM 17 - MANAGER**

**Agenda Subject: “Recommendation to approve an Intrastate 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 Public and Behavioral Health Lake's Crossing Center and Washoe County for professional services to conduct mental health evaluations of defendants; effective retroactive July 1, 2013 to June 30, 2015, [not to exceed \$421,343 for biennium, \$210,671 annually]. (All Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 17 be approved. The Intrastate Interlocal Contract for same is attached hereto and made a part of the minutes thereof.

**13-991            AGENDA ITEM 18 - MANAGER**

**Agenda Subject: “Recommendation to approve a 2013 Department of Homeland Security (DHS) State Homeland Security Program (SHSP) grant passed through the State of Nevada, Division of Emergency Management [\$165,000, no match required] for the period of September 01, 2013 through February 28, 2015; and approve sole source agreements for the Nevada Broadcasters Association [\$75,000]; Environment**

and Ecology [\$35,000]; and MyStateUSA [\$13,000]; and [not to exceed \$4,500] on refreshments in accordance with the grant deliverables; and direct the Finance Department to make the appropriate budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

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

**13-992            AGENDA ITEM 21 – SOCIAL SERVICES**

**Agenda Subject: “Recommendation to accept grant [\$2,650,824; \$331,316 cash match] from the Federal Administration for Children and Families to prevent long-term foster care retroactive to September 30, 2013 through September 29, 2014; and if accepted, authorize the creation of 2.0 FTE fully benefited Social Services Supervisor as evaluated by the Job Evaluation Committee (JEC); and direct Finance to make the appropriate budget adjustments. (All Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 21 be accepted, authorized and directed.

**13-993            AGENDA ITEM 22 – COMMUNITY SERVICES**

**Agenda Subject: “Recommendation to approve in concept the East Incline Village Phase I (EIP No. 01.01.01.46) Water Quality Improvement Project; authorize the request of grant funds from the State of Nevada Lake Tahoe Water Quality and Erosion Control Grant Program [estimated amount of \$750,000] which includes the cost for grants administration; approve the Resolution Approving the Application for State of Nevada Lake Tahoe Water Quality and Stream Environment Zone Grant Funds for the East Incline Village Phase I (EIP No. 01.01.01.46) Water Quality Improvement Project; approve the Assurances certifying compliance with the regulations, policies, guidelines and requirements of the State of Nevada Division of State Lands Lake Tahoe Water Quality Grant Program; authorize the request of grant funds from the U.S. Forest Service [estimated amount of \$1,500,000]; authorize the request of Water Quality Mitigation Funds from Tahoe Regional Planning Agency [\$750,000 to supplement the 50% match required for the USFS grant]; and appoint the Director of Community Services Department as agent for Washoe County. (Commission District 1.)”**

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 22 be approved, appointed and authorized. The Resolution for same is attached hereto and made a part of the minutes thereof.

**13-994            AGENDA ITEM 23 – COMMUNITY SERVICES**

**Agenda Subject: “Recommendation to award a bid and approve the Agreement to the lowest responsive, responsible bidder for the May Museum Fire System Retrofit Project recommended [Simplex Grinnell, \$157,386]. (Commission District 3.)”**

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 23 be awarded.

**13-995            AGENDA ITEM 24 – COMMUNITY SERVICES**

**Agenda Subject: “Recommendation to award bid and approve the Agreement to the lowest responsive, responsible bidder for the Technology Services Heating Ventilating Air Conditioning Retrofit Project recommended [RHP Mechanical Systems, \$475,000]; and direct Finance to make the appropriate budget adjustments. (Commission District 3.)”**

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 24 be awarded, approved and directed.

**13-996            AGENDA ITEM 25 – COMMUNITY SERVICES**

**Agenda Subject: “Recommendation to direct Community Services Department staff to conduct the necessary due diligence for potential acquisition by Washoe County of APN 090-040-06 (67.41 acres) and APN 090-040-05 (8.83 acres) at Silver Lake for the Board of County Commissioners future consideration (to be funded in part by State Question One Funds and Washoe County easement proceeds). (Commission District 5.)”**

There was no public comment on this item.

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

**13-997            AGENDA ITEM 26 – COMMUNITY SERVICES**

**Agenda Subject: “Recommendation to approve the First Amendment to Lease between Washoe County and Fremont Meadows, LLC, for leased property located at 4930 Energy Way for use by the Community Services Department Utility Operations for the period December 1, 2013 through November 30, 2016 [approximately \$362,837 annually]. (Commission District 3.)”**

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 26 be approved.

**13-998            AGENDA ITEM 32 – MANAGEMENT SERVICES**

**Agenda Subject: “Status update and possible direction to staff regarding the activities of the EMS Working Group, the TriData report on the Emergency Medical Services system in Washoe County, regional Dispatch, and related efforts. (All Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 32 be accepted.

**11:33 a.m.**    The Board convened as the Truckee Meadows Fire Protection District (TMFPD) and the Sierra Fire Protection District (SFPD) Board of Fire Commissioners.

**11:54 a.m.**    The Board adjourned as the TMFPD/SFPD Board of Fire Commissioners and reconvened as the Board of County Commissioners.

**13-999            AGENDA ITEM 12 - APPEARANCE**

**Agenda Subject: “Felicia O’Carroll, Kafoury, Armstrong & Company and Cynthia Washburn, Washoe County Comptroller/Acting Finance Director. Presentation on fiscal year 2013 audit results; acknowledge receipt of the Washoe County Comprehensive Annual Financial Report (CAFR), auditor’s report, report on internal control, and Single Audit Report for the fiscal year ended June 30, 2013 as presented; approve the re-appropriation of \$20,490,709 for fiscal year 2014; and, authorize the Comptroller’s Office to proceed with distribution of the CAFR for public record, as required by law. (All Commission Districts.)”**

Cynthia Washburn, Comptroller/Acting Finance Director, indicated that this report finalized the audit of Fiscal Year 2012/13 and included the release of the Comprehensive Annual Financial Report (CAFR). She said staff sought approval of the

re-appropriation of \$20,490,709 in purchase order encumbrances and restricted funds. She acknowledged and thanked her accounting staff for their time and energy in completing the annual report. Ms. Washburn presented the *Popular Annual Financial Report*, which provided a citizen-centric summary of the Fiscal Year and was produced with the assistance of the Community Relations Department.

Felicia O'Carroll, Kafoury, Armstrong & Company, stated that the audit had been presented to the Internal Audit Committee. She reported that the County received an "unmodified opinion" which was the highest level of assurance the accounting profession offered. She explained that the financial statements were presented differently this year because the Truckee Meadows Fire Protection District (TMFPD) and the Sierra Fire Protection District (SFPD) were no longer part of the basic reporting entity of the County. She indicated that some accounting standard changes were reported separately as discreetly presented component units to show there was not a direct coalition between the County and the Fire Districts. Ms. O'Carroll also noted that the South Truckee Meadows General Improvement District (STMGID) was removed from the financial statements because the Commissioners no longer served as their governing board. She noted that the TMFPD and the SFPD still showed in the report; however, were shown as separate columns. She reviewed the management's discussion and analysis, which was a description of what occurred during the year. She pointed out that the County had positive net assets in all three categories of net assets: investments in capital assets; restricted assets; and, unrestricted assets.

Ms. O'Carroll commented that there was one potential statute violation in regard to witness fees. An item selected for testing found that some amounts being used for witness fees were from a previous version of the NRS. She explained that issue was resolved and the amounts were now being calculated at the proper rate. Included in the financial statements was the statistical section, which was a multi-year presentation, required by the Government Finance Officer's Association (GFOA) because the County applied for and hoped to receive the Certificate of Achievement for Excellence in Financial Reporting. Ms. O'Carroll noted that the County had received that certificate consecutively for many years and there was every indication the certificate would be received again this year. She explained a required communication had to occur with those charged with governance and noted that the Board had passed that communication to the Internal Audit Committee.

In regard to the financial statements, Ms. O'Carroll said the County received and expended a great deal of federal monies. This year about \$40.6 million was received, but there were some requirements associated with those funds and certain information that was required to be presented to the Board.

Dan Carter, Kafoury, Armstrong & Company Project Manager, explained that Kafoury, Armstrong issued a report on internal control and compliance over financial reporting for each major program. He confirmed that the County received over \$40.6 million in federal awards, which was a slight increase from Fiscal Year 2012. He stated that the County qualified as a low risk auditee, and he noted that Kafoury, Armstrong was

required to audit 25 percent of those federal awards. Based on how the programs fell, 26.6 percent of those funds were audited. He indicated that no findings were found related to the compliance audit; however, there was one finding found from a prior year that was reported in the CAFR, but had been corrected. Mr. Carter explained there were some standards for next year that most governments would be implementing. He reported that the Finance Department and the Comptrollers Office decided on early implementation of the Governmental Accounting Standards Boards (GASB) 65, in relation to their implementation of GASB 63. He said the next auditing standards to affect the County would be GASB 68, which was accounting and financial reporting for pensions and he noted that the County had until Fiscal Year 2015 to make those changes to the CAFR.

Ms. O'Carroll announced that Mr. Carter was Kafoury, Armstrong's newest shareholder and she thanked the Board for reappointing Kafoury, Armstrong as the County's external auditors.

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkbigler, which motion duly carried, it was ordered that Agenda Item 12 be acknowledged, approved and authorized.

### **13-1000      AGENDA ITEM 13 - APPEARANCE**

**Agenda Subject: "Jay Aldean, Executive Director, Truckee River Flood Management Authority (TRFMA). Presentation on the planning and design for the locally developed draft 100-year Local Rate Plan (LRP). (All Commission Districts.)"**

Jay Aldean, Executive Director, Truckee River Flood Management Authority (TRFMA), conducted a PowerPoint presentation, which was placed on file with the Clerk. The presentation highlighted the problems in the design, design criteria for the project, the Local Interest Plan (LIP), levees and floodwalls for the following: Highway 395 to Glendale Avenue; Glendale Avenue to Greg Street; Greg Street to Rock Boulevard; Rock Boulevard to McCarran Boulevard; UNR Main Station Farm; McCarran Boulevard to Steamboat Creek; Wadsworth; North Truckee Drain Relocation and Steamboat Creek to the first Railroad Bridge; Hidden Valley floodproofing; and, terracing projects for Rainbow Bend; the Local Rate Plan (LRP), accomplishments and the future schedule.

Commissioner Weber suggested presentations be conducted every six months in order to keep the community informed. She asked how far upstream the projects would be completed. Mr. Aldean replied that the project would begin just before Booth Street. Commissioner Weber asked if there was a plan to review the Verdi area since they had experienced flooding in the past along the Truckee River. Mr. Aldean commented that was not traditionally part of the project. He said early in the process the

Army Corps of Engineers (Corps) eliminated that portion and, thus far, said he had kept with the basis of the LPL, which included downtown Reno and the components in the Truckee Meadows. He indicated that he would pose that question to the Flood Board for consideration.

Commissioner Hartung asked what would occur if the flood fees did not pass the legal review. Mr. Aldean replied he would then return to the Legislature and request a tax since that would be the only other option in order to build a project of this scale. Commissioner Hartung commented that it would be economically devastating to the region if the community suffered an event similar to the 1997 flood. Mr. Aldean agreed.

Commissioner Berkbigler questioned who would be impacted by a flood fee. Mr. Aldean explained everyone in Washoe County, with a limit set to Township 25 North. He explained that the north valleys were not part of the Truckee River watershed; however, Incline Village and the south County would be included and responsible for the flood fee. He explained there was no authority at this time for the Flood Board to enter discussions with Storey or Carson Counties, which would require a separate agreement and permission from those counties to charge a flood fee to their residents. Commissioner Berkbigler felt there was no difference between a fee and a tax since they both impacted all citizens. She questioned the traffic impact on Keystone Avenue if Booth Street was removed. Mr. Aldean was unclear on that impact, but recognized there were a series of one-way streets to be considered. Mr. Aldean said part of the Reno alternative was a traffic analysis that would give the Flood Board the opportunity to raise their expectations to what the alternative would accomplish for that neighborhood. Commissioner Berkbigler asked if Arlington Avenue near Booth Street would be a one-way street. Mr. Aldean stated that was correct. Commissioner Berkbigler commented that was a large recreation area and asked how a six-foot wall would negatively or positively impact those activities. Mr. Aldean clarified that the wall was now proposed to be a three-foot wall, which would still provide protection to the downtown buildings. He stated he was not reviewing alternatives for construction, but was reviewing alternatives to have a cost that defined a benefit to enter into the rate model.

Commissioner Hartung said the area near the corner of Mill Street and McCarran Boulevard could be an area for a potential youth sports field and a way to fund some of the flood control. Mr. Aldean indicated land was purchased in that area. He said all the excavation material for the terracing could go against the levee in order to grade any potential fields that could be used and remain as a recreation component after the project was completed.

Commissioner Berkbigler said the Board needed to review not applying fees or taxes to the residents.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 13 be accepted. It was noted that the Executive Director would return every six months with an update.

**13-1001      AGENDA ITEM 16 – MANAGER/MEDICAL EXAMINER**

**Agenda Subject: “Discussion and direction to the Medical Examiner to develop and implement qualifications and performance standards for funeral homes that provide for the removal, transportation and storage of deceased persons. (All Commission Districts.)”**

Dr. Ellen Clark, Chief Medical Examiner, explained that the Washoe County Medical Examiners/Coroner Office (WCMECO) traditionally used an “on-call rotation” list of funeral homes that assisted the office in providing the removal and transport of decedents from death scenes within the County. The established partnership between the Medical Examiner/Coroner and local funeral homes provided a needed service to the WCMECO and also supported local funeral homes. She noted that a funeral home’s participation in the WCMECO on-call list was entirely voluntary. Dr. Clark stated that having an on-call mortuary available to respond to scenes accomplished transfer of the decedent from the death scene, while also providing the family time to thoughtfully select a mortuary of their choice and initiate making burial/cremation and funeral arrangements. She explained that this arrangement had been working for approximately 20 years and had served the County well.

Since making the transition to a Medical Examiners Office in 2007, Dr. Clark said policies and procedures had been implemented to help ensure that best practice professional services were consistently rendered to the community. As a component of providing those services, she said the processes for removal and transport of deceased bodies from death scenes continued to be reviewed. Being considered were enacting laws (ordinances/codes) pertaining to interactions with local funeral homes and the Medical Examiner/Coroner; developing Requests for Proposals (RFP’s) and qualifications for local funeral homes wishing to provide services to the WCMECO; and, clearly establishing qualifications and performance standards needed to participate in the on-call rotation list.

Dr. Clark explained that two public workshops and several industry meetings had been conducted over a three-year period. It had been determined that concurrent with establishing the on-call rotation list, qualifications and performance standards should be put forth. The required qualifications and practice standards could be incorporated into developing the on-call rotation list, which was typically published in December of each year. Staff was seeking direction to develop qualifications and implement performance standards for funeral homes that provide removal, transport and storage of deceased persons on behalf of the Medical Examiner’s Office.

Commissioner Weber said the County was fortunate to have such a compassionate and caring Medical Examiner. Commissioner Berkbigler agreed and noted that she was supportive of the proposed plan.

Commissioner Hartung inquired on the type of licensing that would be required of funeral homes. Dr. Clark replied that the licensing was regulated by the State Board of Funeral Directors and was in accordance with NRS 642. Commissioner Hartung asked if the refrigerated space for storage could be a rented space for the proposed number of decedents. Dr. Clark said it was not the objective to regulate the funeral industry or examine business plans and how persons met the qualifications. She said there was just an assurance needed that the agencies on the rotation list could meet the qualifications.

In response to the call for public comment, Ryan Bowen submitted written comments that were placed on file with the Clerk. He said the proposal offered some progress, but came up short in considering the needs of the funeral homes in the rotation. He stated that the rotation partnerships had been successful in other jurisdictions; however, in the jurisdictions where they were successful, the local governments understood that the arrangement was a true partnership between funeral homes and Coroners Offices and were careful to ensure there was a benefit to the homes providing services. He agreed with the minimum standards that had been established for funeral homes on the rotation list, and had been assured that a business could only occupy a rotation spot after meeting all the new requirements. However, it was important for the Board to understand what was being asked of funeral homes that participated in the rotation. He said the proposal would not provide the local funeral homes with a payment or a pay source for the services provided. Mr. Bowen indicated that each transfer cost a funeral home between \$200 and \$300. The County could remedy the problem by making the funeral homes true partners by allowing them to collect a fee for the pick up and transfer services or by supplying the funeral home with the next of kin information giving them the ability to retain the case.

Tammy Dermody said she owned eight of the funeral homes on the rotation list and supported Dr. Clark's proposal. She stated there had been issues with some of the smaller funeral homes that did not have the correct refrigeration and explained two instances that occurred, which were not good for the general public. She stated she had chosen to invest in the community, invest in the industry and added that the other funeral homes were welcomed to also invest in the community.

In response to a question from Commissioner Weber, Dr. Clark reiterated it was not her intent to examine business plans or review processes of funeral homes. When a removal was conducted on behalf of the Medical Examiner's Office, she said a list of all local mortuaries was distributed to the families, but the Office did not direct business and were judicious about managing the cases. She commented that a family should be entitled and informed about the available funeral agencies and have the opportunity to meet with and discuss the wishes of the family. She recognized the need to establish and implement qualifications, but believed the proposal was fair and provided

an opportunity for all the local funeral agencies to meet the qualifications and practice standards and provide the services.

Commissioner Berkbigler asked if the distributed list of local funeral homes was segregated to show the homes listed on the rotation list. Dr. Clark replied that the list of names would be provided and said it had been proposed by one of the funeral homes that the list be segregated. She said the Office would publish the rotation list, but also maintain a complete listing of all the funeral homes or agencies available in the community. Commissioner Berkbigler stated there were concerns if a segregated list was published, since there was an advantage to being on the rotation list, because the funeral home that received the call usually performed the services for the family. Dr. Clark said that was correct.

Commissioner Jung asked if funeral homes had to be a part of the rotation list. Dr. Clark stated that the process was completely voluntary. Commissioner Jung commented if it was such a hardship for certain funeral homes, why would they volunteer to provide the \$200 to \$500 of free services. Dr. Clark replied in the majority of cases where the on-call mortuary provided removal, transport or storage of the decedent, they ended up making the final arrangements. Commissioner Jung asked if the Medical Examiner's Office budget could absorb the transportation costs. Dr. Clark replied that would not be possible.

Chairman Humke disclosed that he met with Dr. Clark at the Medical Examiner's Office and had talked with Mr. Warren Hardy who represented Mr. Bowen in certain venues over the past several years. He asked if a funeral home and a mortuary were the same. Dr. Clark explained that NRS described "funeral establishments" and said there were some intricacies, legal processes, additions and modifications to statute that defined limited or partial licensing. Chairman Humke asked if there were two areas of State regulation and licensure. Dr. Clark explained there were multiple statutes that participated in the regulation of attending, processing and managing the disposition of dead bodies in Nevada. Chairman Humke inquired if the State Board was performing their job duties or was the Medical Examiner performing those duties. During the last Legislative session, Dr. Clark explained that the Governor signed into law a sunset provision that reconstituted the State Board of Funeral Directors, which funded that Board, mandated meetings, activities and functions. She believed those first meetings had been conducted and were now more defined.

Commissioner Hartung felt it was essential to have a minimum set of qualifications for the process.

The remaining Board members made disclosures as to individuals they had met with or spoke to in regard to this item.

On motion by Commissioner Berkgigler seconded by Commissioner Weber, which motion duly carried, it was ordered that the Medical Examiner be directed to develop and implement qualifications and performance standards for funeral homes that provide for the removal, transportation and storage of deceased persons.

**13-1002      AGENDA ITEM 20 – SOCIAL SERVICES**

**Agenda Subject: “Recommendation to acknowledge receipt of an update on the National Association of Counties (NACO) Prescription Discount Card Program. (All Commission Districts.)”**

Ken Retterath, Division Director, conducted a PowerPoint presentation, which was placed on file with the Clerk. The presentation included a review of the National Association of Counties (NACO) Prescription Discount Card Program, what the card would cover, and how to obtain a card.

On behalf of NACO, Mr. Retterath presented the County with the “Outstanding Performance Award” in recognition of their outstanding utilization of the NACO Prescription Discount Card Program.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 20 be acknowledged.

**1:48 p.m.**      The Board recessed.

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

**13-1003      AGENDA ITEM 27 – COMMUNITY SERVICES**

**Agenda Subject: “Discussion and direction to staff regarding possible policy changes to Article 502 (Billboard Regulations) and Article 504 (Sign Regulations) of Washoe County Code Chapter 110. Specifically, staff is seeking direction from the County Commission in regards to reaffirming content neutrality in the sign code, whether signs should be allowed on vacant properties; regulation of electronic message displays (EMDs); the regulation of election period signs and whether or not to allow additional billboards. (All Commission Districts.)”**

Trevor Lloyd, Senior Planner, said staff was seeking direction for the possible rewrite of Article 502, Billboard Regulations, and Article 504, Sign Regulations. He said an outside working group had been established that was comprised of representatives from the sign industry, the Planning Commission, Citizen Advisory Boards (CAB’s), the realty industry, Scenic Nevada, Keep Truckee Meadows Beautiful, the development community, and staff. Before discussions with the working group were completed, staff sought direction from the Board on several important policy matters in

order to ensure that the amendments to the Sign Code were in accordance with current Board policies. He reviewed the policy questions that staff sought the Board's input and reiterated that staff was seeking guidance. He noted that the first question had been decided upon by the Board in December of 2011 for the Sign Code to be essentially "content neutral" and stated that the Board was being asked to reaffirm that decision. The other questions included: signs being allowed on vacant properties; regulating Electronic Message Display (EMD) signs; special treatment for election-period signs; and, the number of billboards. He said the internal team had worked diligently on some concepts and ideas that could be advantageous to anyone that currently used the Sign Code. He stated that the existing Code was cumbersome, hard to enforce and was difficult for clients to understand. He said the objective was to simplify the process and make a Code that was also defensible.

Commissioner Berkbigler asked if the sign regulations currently were not content neutral. Mr. Lloyd stated that was correct. He said staff had to read the message on the sign to determine if it was in compliance. Commissioner Berkbigler asked about the downside of leaving the Code "as is" or becoming content neutral. Mr. Lloyd replied in order to avoid being challenged and avoid litigation, it was the legal opinion that the Sign Code had to be content neutral in order to preserve first amendment rights. Commissioner Berkbigler asked how that impacted the overall picture of signs and did it impact every sign in the State, except temporary signs. Mr. Lloyd stated that the content neutrality would include all signs. Commissioner Berkbigler asked if signs were not currently allowed on vacant lots. Mr. Lloyd replied signs were not allowed; however, there were some exceptions, such as small real estate signs, signs discussing the status of the property or public hazard signs. In terms of the allowance for larger signs, those were currently not allowed. Commissioner Berkbigler inquired on the incentive to remove two signs in order to place one sign for those who currently owned billboards. Mr. Lloyd said there could be a financial incentive and there could also be a benefit such as installing an EMD sign. Commissioner Berkbigler said she received many e-mails concerning EMD signs and asked about the problems that could be posed with those signs. Mr. Lloyd replied that an EMD sign could be subjective since they were internally laminated and were constantly changing.

Commissioner Hartung clarified that content neutrality meant the County did not dictate the content of the sign since that could infringe on the advertisers first amendment rights. Mr. Lloyd stated that was correct. Commissioner Hartung said he had no desire to change election-period signs because that was short-lived; however, he had an issue with the inconsistencies on the Code with the Cities of Reno and Sparks. He also was concerned with development in some areas and, the way the standards were currently, a sign could not be placed in front of a new establishment. He questioned how business owners could place signs on their own property.

Commissioner Weber suggested a brief description be given on why this was before the Board. She also suggested the Board discuss one item at a time in order to reach a synopsis. Mr. Lloyd described that the primary reason this was before the Board was to fix a Code that was frustrating, especially Article 504. He said staff had heard it

was convoluted and did not flow in determining compliance and conformance to enforce the Code. He said many of the suggestions to update the Code came from the community, but there were many complexities involved with such an update. He noted that billboards needed to be part of the discussion to see if it was still the Board's desire to maintain the status quo on the number of billboards.

In response to Commissioner Jung, Mr. Lloyd explained that staff did not want to omit anything. Since Article 504 would receive direction from the Board, it was determined that the question also be asked about billboards so staff would not have to make any assumptions. Commissioner Jung asked if Article 504 referenced Article 502 and vice versa. Mr. Lloyd stated there were some crossover and definitions that applied to both Articles.

Chairman Humke stated there was currently a limitation on the number of billboards in the unincorporated area. He said if the structural integrity of a billboard was damaged, would the location be forfeited. Mr. Lloyd stated that was correct and was how the current Code was written. However, that would be a remote occurrence and he noted that the sign industry had an interest in maintaining the number of billboards they used. He stated that the Code did restrict the construction of any new billboards, but making the determination on whether it would be viable became difficult. Chairman Humke noticed that the report mentioned "permitted road segments provided for new billboards," and inquired on the term "new billboard." Mr. Lloyd explained that was a typographical error on the slide and he restated that new billboards were not allowed per the current Code. Chairman Humke said there were no billboard locations on the new I-580 through Washoe Valley and asked if that would remain the case. Mr. Lloyd stated that would remain under the current Code. Chairman Humke asked if the Nevada Department of Transportation (NDOT) controlled what would be placed on that portion of road or did Washoe County have control. Mr. Lloyd replied if it was an NDOT right-of-way, then NDOT had control; however, if it was adjacent to private lands, Washoe County had jurisdiction. In regard to election signs under the current Code, Chairman Humke asked if regulation was possible. Mr. Lloyd stated that was problematic in terms of a lack of standards and fell under a temporary allowance where a sign was allowed to be up for 100 days. He said after the 100 days, the sign had to be removed, but that was not clearly structured in the current Code. Chairman Humke inquired on the restrictions and specifications for an election sign that was on a trailer such as lights, registration and a bill of sale and if that was being enforced. Mr. Lloyd stated that those restrictions were correct and he thought those were being enforced, but was not sure if those were being enforced during a campaign period. Bill Whitney, Planning and Development Division Director, explained that would be an item beneficial to the Code update where staff did not have to interpret different types of signs.

Chairman Humke inquired on the legal flaws of the current Sign Code. Paul Lipparelli, Legal Counsel, explained when regulating what a sign said subject to a challenge and, in order to succeed at that challenge, the highest need for the regulation had to be demonstrated, such as a compelling State interest narrowly tailoring all constitutional tests. He stated that the City of Sparks had a Sign Code that was written in

a content neutral design. The benefit gained on the application was intermediate scrutiny instead of the strict scrutiny which allowed reasonable regulation of time, place and manner. He said that made the Sign Code more defensible and eliminated some of the difficult line-drawing problems that entered when the Sign Code was based fundamentally on what the sign stated. He said a billboard was defined as a sign that advertised something other than what was located on the property. By definition, to know whether something was a billboard or not had to be read and, when it began to regulate what could be put on a billboard or sign, that was when it became the realm of strict scrutiny.

Greg Salter, Deputy District Attorney, remarked that the Sign Code was in two articles, but there were different rules in Article 502 and Article 504. He explained that political signs could either be on-premises or off-premises, making it difficult to determine which set of rules applied. He said the County had been interpreting that political signs were on-premise signs and had been temporary signs, but for on-premise, temporary signs there were several layers of rules. The goal was to eliminate all the distinctions based on content and then regulate signs as signs.

Commissioner Berkbigler asked if the County was at risk if an individual placing a sign could place something risqué or something that the County may not want in an area where children were present. Mr. Salter acknowledged that risk currently existed since obscenity was not defined in the Sign Code.

Chairman Humke stated that the questions submitted in the staff report would be covered one at a time by the Board.

***Question 1:*** *Should the County Commission reaffirm their former direction/position that sign regulations should be content neutral?*

Commissioner Jung believed that the County needed a content neutral policy.

Chairman Humke asked if the County had ever been sued as to the defensibility of the Sign Code. Mr. Lloyd replied that he was not aware of any lawsuits.

Commissioner Hartung asked if the current Sign Code was not content neutral enough. Mr. Salter explained that staff wanted to eliminate the two Articles in the current Sign Code and put them together into one Article, which would simplify the Sign Code. Currently, the Sign Code contained some content un-neutrality.

Commissioner Berkbigler agreed that anything that could make the Code easier to understand would be an improvement and would benefit those who worked with the Code.

In terms of content neutrality, Commissioner Hartung asked if the Code was more or less onerous with the City of Reno. Mr. Salter said there were many

similarities between the County's current Sign Code and the City's, but the City had some provisions that were different based on the content of a sign. He explained that the City of Sparks redrafted their Code to combine all their sign regulations into one content neutral Code. Commissioner Hartung asked if the County could use the City of Sparks Sign Code as a model. Mr. Salter stated that was being considered.

Commissioner Weber supported Commissioner Jung's statement to be content neutral. She also supported the statement in the staff report that read, "under a content neutral format, the Sign Code would regulate the number, size, shape, location, lighting and features of signs throughout the County, regardless of what the sign says, and, accordingly, staff is drafting a content neutral Sign Code that regulates signs based on objective criteria which prevents sign clutter but respects freedom of expression." She felt the Board could support that statement.

Chairman Humke read from an e-mail that had been received by Board members implying that the working group was not balanced. Mr. Lloyd restated the following entities represented in the working group: representatives from the sign industry; the Planning Commission; the Citizen Advisory Boards; the realty industry; Scenic Nevada; Keep Truckee Meadows Beautiful; the development community; and, staff. He felt that the group was well-balanced. Chairman Humke asked if the group was subject to the Open Meeting Law. Mr. Lloyd replied they were not subject to the Open Meeting Law.

Under the Open Meeting Law, Mr. Lipparelli explained there were a number of criteria, such as if a body were formed by another public body, then that was a major component indicating that a subordinate body would have to meet under the Open Meeting Law. However, working groups formed by staff on their own initiative were not subject to the Open Meeting Law, unless the Governor appointed a blue ribbon committee which was a special condition under the Open Meeting Law. Mr. Lipparelli said it was necessary to know how the working group was formed and to whom the working group reported in order to know whether that criteria applied. If they were advisory to the Board, then it would be under the Open Meeting Law, but if it was advisory to staff, it would not be subject to the Open Meeting Law.

Commissioner Berkbigler questioned how difficult it would be for the working group if they were subject to the Open Meeting Law and how quickly they would be able complete their work. However, she would support the meetings being public if that was the will of the Board.

Chairman Humke inquired if temporary political signs may be rendered less important; however, political speech was one of the highest forms of free speech. Mr. Salter stated that was categorizing, classifying and making certain speech more important than others and every attempt would be made to avoid that with the update. He explained the limitations on the number of signs would be eliminated that could be erected during an election-period, but the Sign Code would not elevate one form of expression over another.

Commissioner Weber said those points were well taken, but as far as this committee, she had not been aware they had already met. She agreed there should be a way for the meetings to be noticed in order to allow the public to attend if they chose.

In order to fully comply with the Open Meeting Law, Mr. Lipparelli said an agenda had to be posted three days before the meeting, a person had to be available to take minutes and a recording would need to be kept and allow for public comment. If it was required there was no choice, but if it was not required, as in this case it may not be, the Board could still direct that the subject matter was worthy of expending the resources to ensure the public had the opportunity to be involved.

Mr. Whitney remarked that staff would take the Board's direction. He said the key was "working" group and by not being subject to the Open Meeting Law, more work could be accomplished; however, advertising the meetings would not be a problem.

**Question 2:** *Should signs be allowed on vacant properties?*

Commissioner Berkbigler said it appeared that signs currently were not allowed on vacant properties and, if there was not a problem with that, she suggested that section remain status quo.

Commissioner Weber said the Code stated except for certain limited situations, such as billboards, street signs, etc. She would prefer the Community Services Department display signs on a vacant lot when a project or development would be placed on that lot. If it were considered a vacant property, then signs could not be placed on the lot.

Commissioner Jung said there had to be some legal maneuvering to allow that use of the property. She asked for the specific direction staff was seeking on this subject.

Mr. Lloyd explained that staff sought broad general direction in terms of no signs on vacant properties or if that was allowed, then limit them to the situations that Commissioner Weber addressed.

Commissioner Jung said this was the first part of a long process. She said staff was seeking general overall direction and not specifics at this time. Mr. Lloyd stated that was correct.

Commissioner Hartung suggested staff review some of the inconsistencies in the Code as a whole. He felt the working group was better suited to review the pros and the cons and then bring those back to the Board.

Commissioner Weber said it should be taken into consideration if there was anything that was grandfathered in and, if project signs could be placed on the lots. She also wanted information regarding election signs being placed on vacant lots.

**Question 3:** *Should Washoe County allow for and regulate Electronic Message Display (EMD) signs?*

Chairman Humke said that he found EMD signs distracting while driving and did not think they belonged in the unincorporated areas of the County.

Commissioner Jung agreed. She said she did not support EMD signs in the unincorporated County and also found them to be distracting. She stated she was outright opposed to EMD signs. However, if a person needed a variance or Special Use Permit (SUP), she would be open to that discussion.

Commissioner Berkbigler asked if an EMD sign was the same as changeable message board.

Roger Pelham, Senior Planner, explained there was a difference between the two types of signs and noted that EMD used LED lights and were displayed in different configurations.

Commissioner Hartung said the Board needed to give themselves the ability in every venue for a potential SUP since there would always be special circumstances.

**Question 4:** *Should Washoe County provide special treatment for election-period signs?*

Commissioner Weber questioned the rules for election-period signage if there were no consequences in keeping the signs posted after the allotted timeframe. She felt there needed to be consequences in the Sign Code.

Commissioner Jung also questioned the law since a candidate could place an opponent's sign in an unknown area. She questioned who would be responsible for the fine.

**Question 5:** *Should Washoe County provide allowances for additional Billboards?*

Commissioner Berkbigler felt that the current billboard restrictions to the number of billboards should be maintained.

Commissioner Hartung agreed.

Chairman Humke inquired about rehabilitation for non-conforming existing billboards. Mr. Lloyd replied if a billboard toppled in a windstorm, the owner did not have the right to rebuild that billboard. Commissioner Hartung asked if the owner had

the right to bolster a billboard prior to a windstorm. Mr. Lloyd said that was an interpretation in question, but he did not believe they had the right to change out the materials. Mr. Whitney said the owner was allowed basic maintenance and could change wood pieces to wood pieces, but could not change a wood structure piece to a metal structure piece. Mr. Salter indicated that the re-building or re-furbishing of signs was partially controlled by State statute.

Mr. Whitney stated that he was unclear on the working group meetings being subject to the Open Meeting Law. Chairman Humke noted that the staff report stated that the Board had given staff direction during the December 13, 2011 meeting. He said the Board was dissatisfied that the working group had already met, but the staff was relying on the 2011 direction.

Commissioner Weber said after the December 2011 meeting, an internal staff review group was formed to identify and determine the key issues and then they went out and began the working group. She felt the Board had the ability to say that the working group had to work under the Open Meeting Law.

Commissioner Weber moved to direct staff to have the working group work under the Open Meeting Law. Commissioner Berkbigler seconded the motion.

Mr. Lipparelli said if the Board wished for that to occur, it would have to return as an agenda item and take that action. He said an alternative would be to direct staff to assemble the group and then add the Open Meeting Law compliance. The motioner and the seconder agreed.

In response to the call for public comment, Lori Wray, Scenic Nevada, distributed a DVD that was placed on file with the Clerk. She questioned if the working group would discuss EMD signs. She appreciated the Board's concerns and the proliferation of billboards in the County.

Mark Wray said off-premise versus on-premise was a huge difference because there was a distinction drawn in State law. He said an off-premise billboard was a public nuisance. He stated that the Legislature had declared any billboard erected, placed, painted, posted or maintained otherwise and as provided strictly under the State law was a public nuisance and shall be destroyed by the Sheriff and/or other peace officers having authority wherever such nuisances may be located. He said the County's long-standing policy was not to be involved with billboards in general. Mr. Wray urged the Board not to change the law.

Peter Neumann agreed with and echoed the comments made by Mr. Wray.

Garth Elliott spoke about on-premise and off-premise billboard signs.

On call for the question, the motion to direct staff to assemble the group and then add the Open Meeting Law compliance passed on a 5 to 0 vote.

**13-1004      AGENDA ITEM 28**

**Agenda Subject: “Discussion and possible direction to staff on Assembly Bill 227 of the 2013 Legislature – the Nevada Land Management Task Force, including but not limited to the development of the appropriate BCC resolution(s) and ordinances to implement the provisions of the bill. (Requested by Commissioner Hartung.)”**

Bill Whitney, Planning and Development Division Director, reported that two meetings had been held for the Nevada Land Management Task Force. He said there was also pending federal legislation to address the potential listing of the Sage Grouse as an endangered species in 2015. That effort would have the County develop a list of federal lands that would make sense to leave federal ownership for public purposes, such as a cemetery, or economic development purposes. He said four public workshops were scheduled and would be held in the lobby of the County’s Administration building for the public to ask questions. The first two workshops had been held during two timeslots on November 8th and he noted that 20 citizens arrived and asked questions about the process. He announced that the next two meetings were scheduled for November 15th and hopefully would receive more public input. Mr. Whitney stated that he would then compile all the public feedback to provide to the Board.

Commissioner Weber said she was unaware of those meetings and asked how the information for the meetings was disbursed. Mr. Whitney replied that all the different methods to advertise the workshops were used and added that a press release was also distributed.

Commissioner Hartung commented that the general belief of the public was that the lands would be immediately under Washoe County ownership, but that was not the case because they would be under State ownership. He said there was a consensus moving forward on the Nevada Land Management Task Force to bring it back to that conversation about what was really occurring and how the ownership and management would occur. He said another conversation occurring was about changing the process when there was a need.

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

**13-1005      AGENDA ITEM 29 - MANAGER**

**Agenda Subject: “Discussion and possible adoption of a resolution directing staff to not accept any licensing or land use applications for medical marijuana establishments until County Codes, resolutions, policies and procedures are approved allowing and regulating such establishments, and to determine legislative and administrative actions required to implement Senate Bill 374 allowing and regulating such establishments in the unincorporated Washoe County, and to report to the Board not later than June of 2014. (All Commission Districts.)”**

John Slaughter, Acting Assistant County Manager, said the resolution directed staff to not accept and return documents that would seek approval for medical marijuana establishments. It would also direct staff to not hold or imply any preference or order for when those regulations were in place, and to have staff begin review of legislative and administrative actions that would be necessary to implement SB 374 and then return to the Board with a status no later than June 2014. If the State developed their regulations prior to June 2014, he said the resolution would allow staff to return to the Board with the ordinances and regulations and move forward.

Commissioner Jung asked when the Department of Health and Human Services would pass their regulations to the County. Mr. Slaughter replied those regulations were moving forward and thought there could be a final draft available for review and discussion in December. Commissioner Jung stated there would be many more next steps, but the Board should move quickly because there was a ten-day application window in April. Mr. Slaughter replied that staff would begin working on the process of reviewing Codes and resolutions in anticipation and/or discussion with the State.

In response to the call for public comment, Garth Elliott agreed that this should be ready ahead of time. He said he was not in favor of recreational use of marijuana, but agreed with the use of medical marijuana for individuals with conditions it could help.

On motion by Commissioner Jung, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 29 be adopted. The Resolution for same is attached hereto and made a part of the minutes thereof.

**13-1006      AGENDA ITEM 30 – HUMAN RESOURCES/SOCIAL SERVICES**

**Agenda Subject: “Recommendation to acknowledge receipt of an overview and update by the Departments of Social Services and Human Resources on the Affordable Care Act and the potential impacts to County. (All Commission Districts.)”**

Sue Sabourin, Benefits Manager, and Evelyn Hullen, Wells Fargo Insurance Services Consultant, gave an overview and update on the Affordable Care Act (ACA). Ms. Sabourin stated that the ACA would initially impact the County in fees and reviewed the impacted fees as listed on page two of the staff report. Ms. Hullen explained the three fees: the Patient-Centered Outcomes Research Trust Fee; Transitional Reinsurance Fee; and, the Health Insurer Fee. Two of the fees applied to the self-funded plan and all three applied to the HMO plan. She said the estimated total amount of fees for the current fiscal year was approximately \$429,000.

Commissioner Berkbigler stated that the County was not changing their health plan and questioned why the County was responsible for supporting another health plan. She commented that this was happening across the Country and was a large tax hit

to constituents and citizens and felt it was wrong. Ms. Hullen agreed that it would be a large tax hit. She indicated there were some changes that were being made to the health plan, but to date nothing quite as substantial as this tax hit.

Chairman Humke asked if the Washoe County Employee Health Plan was compliant with the ACA. Ms. Sabourin stated that the County's plan was compliant. Chairman Humke asked if there was anticipation for a greater cost from the insurance carrier to remain compliant in the future. As far as the benefit changes, Ms. Sabourin said most of the mandates of the ACA had already taken place.

Commissioner Jung inquired who would be paying the fees. Ms. Hullen explained that the fee would be built into the rates and would be coming from the Benefit Fund. Commissioner Jung stated this was neither a General Fund transfer nor something that would be taxed, but would be what the employees would be paying toward their insurance. She asked if this was a typical change or could it have been more significant if the County had not scaled back their insurance plan. Ms. Hullen replied it would have had a greater impact; however, she explained that the Health Insurer Fee was unexpected.

Commissioner Hartung stated that the estimated impact to the County's health plan premiums in the current fiscal year was \$429,425. He asked who would pay for that impact. Ms. Hullen replied that the County would contribute for the employee and half of their dependent, and then the employee would pay the other half for their dependents.

Kevin Schiller, Social Services Director, stated that his department had been reviewing the ACA for about three years based on the statutory mandate under NRS 428. He indicated that the Adult Services Division averaged about a \$25 million budget with a large portion going to indigent care under Health Care Services.

Ken Retterath, Adult Services Division Director, conducted a PowerPoint presentation, which was placed on file with the Clerk. The presentation included: a summary of the Health Insurance Plan; the challenges; internal challenges and opportunities; the Health Care Reform Overview; uninsured by income- to- poverty ratio; the Medicaid expansion; and, the Health Exchange Subsidy. He explained that many of his staff were certified to enroll individuals through the portal into Medicaid and the insurance exchange.

Chairman Humke inquired if the State implementing their own exchange was part of the Supreme Court decision. Mr. Retterath replied he did not believe that was the case, and he thought that occurred prior to the Supreme Court ruling.

Mr. Schiller highlighted areas concerning child welfare. From the perspective on how clients were enrolled and their needs were met, he said this may save some dollars. The secondary part of the bill was the costs paid for an emergency room visit, especially covering mental health issues. The department needed to be proactive in order to meet those needs and keep those individuals with mental health issues out of the

emergency room. He commented that the protection of the indigent dollars, under NRS 428, was how the department managed what and how those services were provided. Mr. Schiller said the department could also face protecting those dollars in order to maintain the localized services. With the overlay of the ACA, he said it was easy to become confused that the ACA could suddenly save millions of dollars and the County not need the indigent funds. He explained that case management was critical on how those dollars would be utilized. Mr. Schiller stated that the unknown was still present on how long it would take to enroll everyone since it was such a massive act to implement.

Commissioner Berkbigler asked if the bill had a deadline when the County had to have everyone enrolled and, if there was a deadline, what would happen if that deadline was not met. Mr. Schiller replied the original deadline was October, but that had been extended to March. He felt there may be more expansion and some lead way for the implementation and the enrollment in terms of the deadlines.

Mr. Retterath explained for a person to be eligible for Medicaid on January 1, 2014, they had to be in the system no later than December 15, 2013.

Commissioner Berkbigler understood the opt-outs concept for persons that had the ability to claim it was too expensive, but asked why anyone that qualified for Medicaid would opt-out. Mr. Retterath clarified if a person was eligible for Medicaid they could not go into the exchange, but explained there were States that opted not to enter the Medicaid expansion.

Since the County paid for indigent health care, Commissioner Jung inquired on the amount expended during the last fiscal year, and if that money still belonged to the County. Mr. Schiller said the amount was about \$15 to \$20 million for the last fiscal year. He said the secondary component concerned a portion being spent that changed programming, and how billing occurred over the past few years to reduce rate structuring costs and keeping clients out of emergency rooms. Commissioner Jung stated that could not occur until 2015. Mr. Schiller replied that was correct at some level. The issue was attempting to see if the Legislature would open the indigent statute with a bill draft request and change the language that would shift how the dollars arrived. Commissioner Jung asked how much the County would save in the emergency room visits because of the ACA, and what could the County do with that money in the interim. Mr. Schiller explained that was currently happening. He said those indigent dollars needed to be deployed for programming and funding, not only for medical indigence, but all indigence. Commissioner Jung said there may be a large amount of change in what the County paid as employers, but there was a reprieve of \$30 million that would be in Social Services and that Social Services would not need as much General Fund monies. Mr. Schiller indicated they were at the bottom of the cap in terms of indigent dollars. He added there was also long-term care that equated to about \$13 million of that portion. He said there was an offset for those costs so the issue became where those dollars would be reinvested.

Chairman Humke commented that Mr. Schiller worked hard to comply with the law as passed and was far ahead of other entities. He questioned how the ACA could be deconstructed. He said States that accepted the Medicaid expansion were situated differently than States that did not accept the expansion. Based on the challenges that were currently being seen, Mr. Schiller said there were differences. In terms of the expansion debates, he heard that Governor Sandoval may change that expansion component based on the impacts. At a County level, he projected the budget as if that did not exist and budgeted accordingly.

Mr. Retterath stated that the expansion in Medicaid was not impacting the exchange in that way, but there would be more people on Medicaid in the State versus the health exchange. Chairman Humke understood that the County was well positioned. Mr. Schiller replied in terms of the ACA benefit. He said the issue was that there was still dedicated dollars to indigent services so the sweeps over the past two Legislative sessions were in the forefront, and he did not want to see the ACA become the cover.

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

**13-1007      AGENDA ITEM 31 – SOCIAL SERVICES/SENIOR SERVICES**

**Agenda Subject: “Discussion of the status report and its recommendations regarding the feasibility analysis of integrating the Social Services and Senior Services Departments to create the Washoe County Human Services Agency; and, give direction to staff that would include the administrative appointment of an Interim Director. (All Commission Districts.)”**

Kevin Schiller, Social Services Director, said there had been discussions over the past several years to integrate the Social Services Department and the Senior Services Department, but due to the economic downturn those discussions had ceased. He said with the advent of the Fundamental Review and feasibility, a leadership team and subcommittees were established to review the Public Guardian, Social Services and Senior Services. The team reviewed centralized intake, case management paraprofessional services, computer interface systems, administration, and fiscal feasibility. He credited the employees on the leadership team and noted there were department-wide meetings where feedback was elicited. He said the general consensus noted that integration would provide the opportunity for a centralized service delivery from point of contact through case closure, reducing duplication of services, increasing staffing efficiencies, and resulting in increased outcomes for all populations served. He said the Legislative Session faced indigent services and reviewed how those indigent dollars could be expanded. He noted that language was changed to expand the ability to provide funding to support human services. He remarked that the County was facing the single, largest population challenge since senior citizens were the fastest growing population and challenge being faced. Mr. Schiller said with the closing of the Legislative Session, and shifts in health care, the County continued to provide mandated services and shifts in programming to meet the ongoing needs of the indigent population. A single agency would allow for centralized funding of indigent programs and the

associated administrative support required in areas such as case management, nursing home diversion, health care assistance, and overall financial administration. He noted there would be zero fiscal impact to the General Fund.

Grady Tarbutton, Senior Services Director, said resources were being reviewed in ways to better serve citizens. He said there was a large population of senior citizens, and noted in the near future there would also be a disability bubble where there would be more senior citizens at risk that were older, more frail and socially isolated. He said the shared approach would reduce duplication of services, duplication of programmatic staff time, duplication of administrative recordkeeping and tracking, while providing a seamless continuum of care for vulnerable adults while still meeting all contractual and grant obligations.

Commissioner Hartung inquired on the timeline. Mr. Schiller replied that the following timeline had been identified for a final integrated agency as of July 1, 2014. He noted that monthly updates through the County Manager would be provided to the Board:

- **February 1, 2014** – Approximate completion of the initial draft Senior Services Master Plan, in coordination with this a supporting business plan would be developed to support programming delivered through a single human services agency;
- **February 15, 2014** – Completion of Human Resources and programmatic reorganizational structure to include collective bargaining and contractual requirements;
- **April 1, 2014** – Completion of Departmental and Divisional budgets which support a single agency while also insuring separation of dedicated funding as mandated and required, for approval by the Board of County Commissioners;
- **July 1, 2014** – Completion of integration to a single human services agency.

Commissioner Hartung asked if the goal was to try and assimilate Senior Services into Social Services so that there were not all the fractured bargaining units. Mr. Schiller replied there may still be some maintaining of those collective bargaining units specific to positions, but to be effective, they had to meld. Commissioner Hartung agreed and felt that would be beneficial as well. He said that certain funds in the indigent, child welfare and senior services areas could not be co-mingled and asked if that could cause some bookkeeping issues. Mr. Schiller said it would be ensured that those dollars were accounted for and spent specifically where they needed to be spent. Commissioner Hartung applauded both departments and felt that the delivery of services would be greatly increased.

In response to the call for public comment, Garth Elliott applauded the direction this proposed agency was moving toward.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried, it was ordered that the status report be accepted.

**5:39 p.m.** Commissioner Hartung temporarily left the meeting.

**13-1008 AGENDA ITEM 33 - MANAGER**

**Agenda Subject:** “Recommendation to approve an Employment Agreement for County Manager, between the County of Washoe and John Slaughter. (All Commission Districts.)”

John Berkich, Interim County Manager, stated that an Employment Agreement had been developed between the County of Washoe and John Slaughter and was now being presented to the Board.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Berkgigler, which motion duly carried with Commissioner Hartung absent, it was ordered that Agenda Item 33 be approved.

**5:42 p.m.** The Board recessed.

**6:06 p.m.** The Board reconvened with all members present.

**PUBLIC HEARINGS**

**13-1009 AGENDA ITEM 34 – COMMUNITY SERVICES**

**Agenda Subject:** “Second reading and adoption of an Ordinance pursuant to Nevada Revised Statutes 278.0201 through 278.0207, approving Amendment of Conditions Case Number AC13-008 to extend the previous approval, by the Board of County Commissioners, of Amendment of Conditions Case Number AC09-002 which extended the previous Development Agreement Case Number DA07-002 for the Harris Ranch Subdivision, Tentative Subdivision Map Case Number TM05-016, which was originally approved by the Washoe County Planning Commission on December 6, 2005. The purpose of the current amendment (second amended and restated agreement) to the Development Agreement is to extend the expiration of the tentative subdivision map from December 7, 2013 until December 7, 2017, with a possible extension of two years until December 7, 2019, at the discretion of the Director of Planning and Development. The project is located on the east side of Pyramid Highway, approximately 1,200 feet southeast of its intersection with Alamosa Drive and within Sections 11, 13, and 14, Township 21N, Range 20E, MDM, Washoe County, Nevada (APN’s: 534-600-01, 534-600-02 and 076-290-44). (Bill No. 1702). (Commission District 4.)”

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

Kim Carestia stated that she hoped any development would continue with the feel and theme of the area, which was 10-acre parcels.

A public comment card was received by Corey Nakamra that stated his disagreement with the ordinance.

There being no one else wishing to speak, the Chairman closed the public hearing.

Nancy Parent, County Clerk, read the title for Ordinance No. 1521, Bill No. 1702.

On motion by Commissioner Hartung, seconded by Commissioner Berkbigler, which motion duly carried, Chairman Humke ordered that Ordinance No. 1521, Bill No. 1702, entitled, "**AN ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0201 THROUGH 278.0207, APPROVING AMENDMENT OF CONDITIONS CASE NUMBER AC13-008 TO EXTEND THE PREVIOUS APPROVAL, BY THE BOARD OF COUNTY COMMISSIONERS, OF AMENDMENT OF CONDITIONS CASE NUMBER AC09-002 WHICH EXTENDED THE PREVIOUS DEVELOPMENT AGREEMENT CASE NUMBER DA07-002 FOR THE HARRIS RANCH SUBDIVISION, TENTATIVE SUBDIVISION MAP CASE NUMBER TM05-016, WHICH WAS ORIGINALLY APPROVED BY THE WASHOE COUNTY PLANNING COMMISSION ON DECEMBER 6, 2005. THE PURPOSE OF THE CURRENT AMENDMENT (SECOND AMENDED AND RESTATED AGREEMENT) TO THE DEVELOPMENT AGREEMENT IS TO EXTEND THE EXPIRATION OF THE TENTATIVE SUBDIVISION MAP FROM DECEMBER 7, 2013 UNTIL DECEMBER 7, 2017, WITH A POSSIBLE EXTENSION OF TWO YEARS UNTIL DECEMBER 7, 2019, AT THE DISCRETION OF THE DIRECTOR OF PLANNING AND DEVELOPMENT. THE PROJECT IS LOCATED ON THE EAST SIDE OF PYRAMID HIGHWAY, APPROXIMATELY 1200 FEET SOUTHEAST OF ITS INTERSECTION WITH ALAMOSA DRIVE AND WITHIN SECTIONS 11, 13, AND 14, TOWNSHIP 21N, RANGE 20E, MDM, WASHOE COUNTY, NEVADA (APNS: 534-600-01, 534-600-02 AND 076-290-44),**" be approved, adopted and published in accordance with NRS 244.100.

**13-1010      AGENDA ITEM 35 – COMMUNITY SERVICES**

**Agenda Subject: "Public Hearing to affirm the findings of the Planning Commission and adopt Regulatory Zone Amendment Case Number RZA13-002 (Waligora) to amend the Truckee Canyon Regulatory Zone Map. The amendment will re-designate ±29.09 acres on four (4) parcels from General Commercial (GC) to Tourist Commercial (TC) zoning. The properties are located immediately south of**

**the intersection of Cantlon Lane and Exit 43, off of Interstate 80, near Wadsworth in the Truckee Canyon. The subject parcels are located outside of the Truckee Meadows Service Area (TMSA), and are in Section 8, T20N, R24E, MDM, Washoe County, Nevada. The properties are located within Washoe County Commission District 4 and the East Truckee Canyon Citizen Advisory Board boundaries. (APNs: 084-292-13, 084-429-14, 084-292-15, 084-292-16). (Commission District 4.)”**

The Chairman opened the public hearing by calling on anyone wishing to speak for or against Regulatory Zone Amendment Case Number RZA13-002 (Waligora).

Sandra Monsalvè, Senior Planner, explained that this was a proposed Regulatory Zone Amendment to change four (4) parcels from General Commercial (GC) to Tourist Commercial (TC) in the Truckee Canyon. She stated there was currently no project associated with this proposal. The regulatory zones were designed to implement and be consistent with the Master Plan and to establish the uses and development standards applied to each property. The proposed zoning of TC was in compliance with the Commercial Master Plan designation and the Truckee Canyon Area Plan. She indicated that the application was circulated to all the necessary agencies before the Planning Commission meeting and noted that staff did not receive any extraordinary comments from the reviewing agencies. Ms. Monsalvè noted that the Planning Commission voted unanimously to adopt the Regulatory Zone Amendment as proposed.

There being no one else wishing to speak, the Chairman closed the public hearing.

Commissioner Hartung questioned if there was potentially a way for the applicant to have a project with a septic system. He said a condition from the early 1980's stated that the applicant could utilize a septic system in the future. Ms. Monsalvè replied that condition was discussed with the applicant and, if there was a project, to contact the planning staff for a pre-application meeting to indicate the requirements needed in moving forward. She said the proposed project would also be reviewed by affected agencies.

On motion by Commissioner Hartung, seconded by Commissioner Berkbigler, which motion duly carried, it was ordered that the findings of the Planning Commission be affirmed and that Regulatory Zone Amendment Case No. RZA13-002 (Waligora) be adopted to amend the Truckee Canyon Regulatory Zone Map. It was further ordered that the findings in the staff report be incorporated by reference.

**13-1011      AGENDA ITEM 36 – COMMUNITY SERVICES**

**Agenda Subject: “Appeal Case Number AX13-005 (Dream Valley Stables) – Appeal of the Board of Adjustment’s Action Denying Special Use Permit Case Number SB13-018 (Dream Valley Stables) – Consider an appeal of the Washoe County Board of Adjustment’s decision to deny without prejudice, Special Use Permit Case Number SB13-018 (Dream Valley Stables), requesting to establish a commercial**

**stable facility for up to 50 horses on a ±40.41-acre parcel located at 2940 Barranca Drive, Spanish Springs, within the Spanish Springs planning area. Possible action to confirm, reverse, or modify the denial based upon interpretation of the findings required and the evidence submitted. (Commission District 4.)”**

The Chairman opened the public hearing by calling on anyone wishing to speak for or against Appeal Case Number AX13-005 (Dream Valley Stables).

Sandra Monsalvè, Senior Planner, conducted a PowerPoint presentation that was placed on file with the Clerk. The presentation included the appeal request, the contents of the appeal, the background of the action, and the recommendation. She said that the applicant felt the project was denied due to inadequate testimony at the Board of Adjustment (BOA), such as inaccurate information related to well water contamination and increased nitrate levels.

Commissioner Berkbigler asked for clarification if the conditions for this stable were different than other stables the County had previously approved. Ms. Monsalvè replied that conditions were site-specific and project-specific, but if there were three or more horses it would require a review for a Special Use Permit (SUP) through the BOA.

Commissioner Hartung asked how any complaints received would be tallied on a calendar year. Ms. Monsalvè explained that the year began when the business license was issued. She clarified that the SUP would run with the land as long as the business license was maintained. Commissioner Hartung asked if the maximum number of complaints were reached, did that involve Code enforcement or a review of the SUP. Ms. Monsalvè said the intent of the condition stating six complaints in a year would allow staff to return to the BOA for a review of the SUP.

Commissioner Berkbigler wanted to ensure the applicants were not being placed in an impossible position if this was approved with conditions. Ms. Monsalvè stated it would be complaints to conditions for approval such as a violation of the hours of operation or mitigating the dust on-site, which could be contradictions to the approval.

Chairman Humke asked for clarification on the option to modify and grant the SUP. Ms. Monsalvè replied that a motion to reverse would be to reverse the action by the BOA and approve the SUP as presented to the BOA. The motion to modify was a consideration taken by staff to add four additional conditions to the current conditions of approval presented to the BOA, which would modify the original SUP as it came forward. The additional conditions would help mitigate some of the concerns raised during the BOA meeting. Chairman Humke asked if the additional material was drafted after meeting with the BOA. Ms. Monsalvè replied that staff used the minutes from that BOA meeting. Chairman Humke asked if the additional material was drafted after consultation with the applicant or their representative. Ms. Monsalvè explained that she sent the potential conditions to the applicant and also had them reviewed by legal counsel. Chairman Humke asked if the Nevada Division of Environmental Protection

(NDEP) was present during the BOA meeting to hear about potential nitrates or that no pollution would be present as a result of the stables. Ms. Monsalvè stated that NDEP was not present, but were referred to by the District Health Department and Water Resources. Chairman Humke inquired about a reduction in the number of horses to a mutually agreed upon number and, if that was agreed to by staff. Ms. Monsalvè indicated that would be discussed during this meeting. Chairman Humke questioned the “no trespassing” or “entering private property” and, if that was to adjacent properties or common driveways. Ms. Monsalvè replied that she did not believe a common driveway was used. She said the concerns surrounded potential trail rides from the subject property and possibly crossing over or onto private property causing concerns for liability from adjacent property owners. Chairman Humke inquired on the number of adjacent property owners present during the BOA meeting. Ms. Monsalvè stated that she was unclear on the number, but thought it was three people.

Mike Railey, applicant representative, summarized that the SUP would include a commercial stable and riding lessons in the arena, but trail rides were not included. He confirmed that no shows or events were proposed and stated there were similar uses in the area existing without a SUP. He said the key issues from the BOA were the number of horses. He noted that he recently met with two of the neighbors that spoke during the meeting and reached a comfortable number of horses. He stated there was confusion on the events that would take place because the application stated that the facility would be open to the 4H Club; however, that was placed in the application because the applicant had grown up with the 4H Club and wanted to extend the facility to the local 4H members. He indicated that would be about 15 individuals at a time and would consist of training and education. Mr. Railey explained that no lighting was proposed for the arena. In regard to water, he said there were conditions on the permit that stated as building permits were brought forward, the Engineering Department would review to determine if water rights had to be dedicated with those permits and then those would be dedicated at that time to ensure sufficient water was provided. He explained that the vast majority of the urine was captured in the manure and the condition that addressed the manure management plan, which was in place, would have the manure cleaned up regularly alleviating any issues related to nitrates. He said many of the horses would be in barns and stables, which would allow the manure to land on a slab and be cleaned immediately. Mr. Railey said he had since met with two of the neighbors that spoke in opposition during the BOA meeting and arrived at additional conditions that addressed their concerns. He said the conditions had been presented to those neighbors and agreed upon. Mr. Railey read the following additional conditions:

- Should the business be sold/change ownership, this permit shall become null and void;
- The facility shall be limited to 30 horses maximum;
- Large commercial events (i.e. more than 15 people at any given time) shall be prohibited;
- Outside lighting shall be limited to standard wall mounted fixtures for safety purposes only. Metal halide lighting or fixtures which result in spill-over or glare to adjoining properties shall be prohibited;

- Pole mounted lighting shall be prohibited;
- Events extending past the hours of operation listed in the SUP shall be prohibited;
- All lighting (other than that necessary for safety purposes) shall be turned off during non-business hours; and,
- A review of the SUP conditions by the BOA shall occur every three years.

Mr. Railey stated that the project was consistent with the Spanish Springs Area Plan and the project was an allowed use, with a SUP, in a General Rural (GR) zoning designation. He said those uses occurred throughout the area and followed the equestrian character of the Spanish Springs Area Plan. He explained this proposal would be a low traffic generator and noted that the site plan provided circulation in order for vehicles to circulate and turn-around through the site. Mr. Railey indicated that the applicant agreed this was a good neighbor issue and explained that water would be dedicated as necessary. He noted this was a 40+ acre site with significant separation and displayed a site map, which was placed on file with the Clerk. He indicated that the applicant was in agreement with all of the conditions and felt they more than adequately addressed the site suitability. He felt that the issuance was not detrimental and restated that a manure management plan was in place.

Paul Christensen stated that he was a neighbor of the applicant and thanked Commissioner Hartung for the useful information and for representing both parties. He indicated that he was not opposed to the SUP with the additional conditions and, if a review was conducted from the BOA every three years.

Katherine Snedigar spoke about the manure management plan and suggested the Board read NRS 444, which discussed manure management programs for agricultural activities.

Commissioner Hartung inquired how dust mitigation would be addressed. Mr. Railey replied the primary concern from the Health District was the road entering the property. He said the potential solutions would be to treat the road with magnesium chloride or use a compacted road-base type material to reduce the dust. Commissioner Hartung asked if the applicant would secure more water rights. Mr. Railey replied there were existing water rights currently on the parcel which would be inventoried. As building permits were submitted, there was a condition that additional water rights would be dedicated based on the engineering analysis. Mr. Railey said that he would be in contact with Water Resources to complete an analysis.

Commissioner Hartung asked if Mr. Richardson was in agreement with the hours of operation. Mr. Richardson replied that he was in agreement with the hours of operation with the restrictions that were requested. Commissioner Hartung appreciated the neighbors working together to arrive at a resolution amenable to all parties.

Chairman Humke questioned the SUP becoming null and void if the property changed ownership. Procedurally, Mr. Railey said the SUP must run with the

land and indicated that the neighbors were comfortable with the applicants running the facility, but the concern was if the business was sold, the new owners could establish a rodeo or other event. He said that new condition would prevent that from occurring. An alternative would be if the business was sold or a change of ownership, prior to the issuance of the new business license, a review of the conditions by the BOA would be conducted in order for the new owners to follow all the same conditions.

Mr. Christensen explained that he was uncomfortable if a new owner presented a new program. He said the proposal was unique and after speaking with the applicants a rapport had been established. Chairman Humke said all the conditions, if approved, ran with the land. Ms. Monsalvè replied if there was a new property owner, which was addressed in the conditions of approval, those new owners had to follow the conditions as approved for the business. If the new owners wanted to change any aspect of the operation, an amendment of conditions would have to be filed, which would go to a public hearing before the BOA for discussion as a new SUP.

Chairman Humke asked if it was necessary for the BOA to review the SUP every three years. Paul Lipparelli, Legal Counsel, explained that a review would include comparing information on what was occurring on the property with the conditions that were imposed and make a determination on whether any of the conditions were violated. To revoke the SUP, he said the property owner would be given a notice of the alleged violations and an opportunity for a hearing, which would be before the BOA.

If the Board overturned the denial of the SUP, Commissioner Hartung asked if the appeal went back to the BOA for affirmation. Mr. Lipparelli said this was an appeal and the Board of County Commissioners had reserved for itself under the Development Code the opportunity to make the final decision on SUP's.

Commissioner Weber suggested the SUP return to the BOA after the first year of operation in the event there were concerns and then begin the three year review. Mr. Railey indicated that the applicants would not object to that suggestion. He said it may be better suited to state there would be a review within a year of the issuance of a building permit.

There being no one else wishing to speak, the Chairman closed the public hearing.

Commissioner Hartung moved to modify the SUP as per the conditions that were discussed and set forth. Commissioner Weber seconded the motion.

Mr. Lipparelli said the applicant verbally agreed to a further reduction in the total number of horses and that there would be a one-year review by the BOA beginning after the issuance of a building permit.

Nancy Parent, County Clerk, clarified that the motion included the additional conditions as discussed. Commissioner Hartung said the first additional

condition was not a legal maneuver, should the business change ownership the permit becomes null and void, and suggested removing that from the motion. Chairman Humke questioned that as well since there was an additional modification from the written portion.

Greg Salter, Deputy District Attorney, said a termination date could be placed on a SUP even though it ran with the land. He said the provision would state that the SUP would terminate upon the property being sold. Commissioner Hartung withdrew the removal of the condition should the business change ownership the permit becomes null and void. He incorporated, by reference, the written submission of the additional conditions that were submitted and placed on file with the Clerk. The seconder agreed to the amendment.

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

**13-1012      AGENDA ITEM 37 – MANAGEMENT SERVICES**

**Agenda Subject: “Discussion and possible direction to staff on AB 46 of the 2013 Nevada Legislative Session, including but not limited to direction to staff to develop the appropriate ordinance(s) and Board of County Commission resolutions to implement the provisions of AB 46 of the 2013 Nevada Legislative Session. (All Commission Districts.) To be heard before Agenda Items #38 and #39.”**

John Slaughter, County Manager, stated there was a list of questions from the Board that had been prepared for answers.

Chairman Humke asked if the Washoe County School District (WCSD) had any additional presentations. Mr. Slaughter was not aware of any presentations. He reviewed the background on AB 46 and the eight meetings the Board of County Commissioners (BCC) had dedicated to this topic. He reviewed the number of methods that the commission and staff had provided to the public to provide input through various online surveys. He commented on “Open Washoe” this question received over 1,000 views online with 335 comments from residents, which equated to 16.8 hours of public comment. He said the Request Tracker System, which was a system that allowed constituents the ability to send a comment through e-mail, had received over 250 comments from residents since July. He noted there had been numerous phone calls to the Manager’s Office during October and November on this issue and 350 postcards had also been received in November.

Mr. Slaughter conducted a PowerPoint presentation, which was placed on file with the Clerk. The presentation included requests from Commissioners for additional information on AB 46, a proposed Interlocal Agreement that referred to a Letter of Intent dated September 12, 2013, and other taxes and fees.

Paul Lipparelli, Legal Counsel, explained that the packet contained a copy of a Letter of Intent from the General Counsel of the WCSD that outlined some ideas the

WCSD had for assuring the County the money derived from the AB 46 taxes would be well managed and purported to give the County some role ensuring that those funds would be spent appropriately. In addition, there was recognition there had been some indications by concerned citizens that there may be constitutionally infirmities with AB 46. The proposal from the WCSD offered to negotiate an indemnification provision that would keep the County whole against any liability that came from legal challenges of the taxes.

Cynthia Washburn, Acting Finance Director, and Brian Bonnenfont, Center for Regional Studies at the University of Nevada, Reno (UNR) Project Manager, continued with the PowerPoint presentation. They reviewed the following Revenue Sources: Ad Valorem Taxes; Revenue Sources: the Sales tax, Comparison of Sales Tax rates on New Vehicle Purchases; Percentage Change in Quarterly Taxable Sales (Year over Year); Percentage Change in Real Per Capita Taxable Sales – Washoe County; New Revenue Sources; and, Projected Sales and Excise Tax Revenues from Medical Marijuana Card Holders only.

Commissioner Hartung asked if there was a 7.725 percent tax on medical marijuana. Mr. Bonnenfont explained there was an Excise Tax from NRS that was 2 percent in addition to the current sales tax.

Mr. Slaughter said the staff report outlined various options available for the Board and he reviewed those options.

In response to the call for public comment the following individuals spoke **in support** of AB 46: Graham Stafford, Donnell Dike-Anukan, Julia Ratti, Tom Clark, Peggy Lear Bowen, Donna Clontz, Gene Gardella, Mark Ashworth, Donald Gallimore, Ben Clark, Wendy Boszak, Gregory Peek, Jill Tolles, and David Aiazzi.

The following individuals spoke **against** AB 46: Jim Galloway, Karel Rice, Otilia Krapff, Lynn Chapman, Louis Dauria, Art O'Connor, A. Jane Lyon, Carlos Cardoso, Katherine Snedigar, Jeanne Herman, Margaret Martini, Vincent Jameson, Todd Bailey, John Eppolito, Ken Keppe, Joannah Schumacher, Carole Fineberg, Thomas Dickman and Gary Schmidt.

The following individuals submitted comment cards **in support** of AB 46: Dawn Miller, Amy Sambrano, Athena Klock, Mike Lowe, Todd Koch, Calli Fisher, Tom Ciesynski, Christy Hendler, Len Stevens, Laura Martinez, Ivon Padilla-Rodriguez, Brian Block, Daryl Drake, Caryn Swobe, Yvonne Wood-Antonuccio, Andrea Baird, Jessica Sferrazza, Russell James, Greg Smith, Mo. Hursch, John Russell, Jeff Estell, Riley Sutton, Randy Drake, Bobee-Kay Clark, Paul Bittner, James Dillard, Rob Benner, Steve Watson, Sam Lumpe, Tracy Holland, Rod Young, Dylan Gallagher, Justin Dillard, Todd Hansen, Colleen Morrow, Joshua Morrow, Michael Hernandez, Carla Castedo, Gabe Testa, Frank Perez, Greta Jensen, Stacey Buschine, Wyatt Hedrick, Denise Hedrick, Janet Carnes, Natha Anderson, Bernard Anderson, Mike Dillon, Dana Galvin, Gordon McGregor, Frank McGregor, Suzanne Bennett, Gretchen Rosberg, Debra Bareno, Lena

Santana, Debbie Jacobs, Jim Pfrommer, Richard Loring, Anne Loring, David Dehls, Joe Cline, William Cathey, Virginia Jackson, Pamela Calhoun, Patrick Rossi, Blair O’Gorman, Parporn Metharom, Robert Munson, Susan Kaiser, Phillip Kaiser, CJ Miller and Thomas Harrison.

The following individuals submitted comment cards **against** AB 46: Janice Wilson, Betty Edwards, Ronald Lewis, Jill Dickman, Jackie Hager, Steve Donahue, Rodney Bloom and Steve Bennett.

Commissioner Jung inquired on the number of layoffs the County made during the recent recession. Mr. Slaughter replied it was a mix of layoffs, retirements and positions that became vacant and not filled, which equated to approximately 27 percent. Commissioner Jung said it was not the 47 percent as mentioned by some citizens and certain media outlets. Mr. Slaughter stated that was correct. Commissioner Jung said that the school maintenance fund contained \$100 million, but that would only last for two years of capital improvements and when that money was gone there was no source for replenishment. She said the sad reality for lack of a funding source would require the WCSD Board of Trustees to make the same difficult decisions the BCC made during the economic downturn. She indicated that two-thirds of the Legislators publicly voted in favor of AB 46; however, it was never taken to the Governor for veto. She said the Board had the WCSD review and investigate many claims of mismanagement; however, it was shown they had improved with improved math scores and graduation statistics. Commissioner Jung did not want the other Board members to take the hearsay and the typical “I don’t want to be taxed ever again” attitude, but to ethically, morally and legally think about the 68,000 children. She said there was a tally of feedback based on e-mails, phone calls and postcards, and while she did not believe in tallying, since she did not believe it was a full snapshot of the 420,000 County residents, she requested the “Yays” and the “Nays” be placed on the record from each of the mediums.

Commissioner Berkbigler stated that this was a difficult issue. She was a strong proponent of economic development and believed good schools was a strong part of that economic development. However, she was a fiscal conservative and did not believe in raising taxes. She felt the WCSD had done an excellent job of answering the Board’s questions and had been forthcoming with those answers. She stated there was a great deal of concern among the public that believed school districts in general were not necessarily transparent. It was important to note that the WCSD was a top school district and was not the school district that dragged the numbers down in the State, but was their counterpart in Clark County.

Chairman Humke said this process began by reviewing the WCSD’s level of accountability with great skepticism, but learned that their reform efforts were real. He said those reform efforts included fiscal management and management of their capital improvement projects. He recently attended Pine Middle School as “Principal for a Day” and noted that he was more comfortable in that school than when his children attended. Chairman Humke said the WCSD had changed, for the better, and commended the Principal for his knowledge of the students, parents and school building. He remarked

that this measure had some flaws and sought to access the wrong revenue sources at a time when the area was coming out of a recession and the property tax had exemptions provided from three important statutory limitations. Those limitations included: the 3 percent personal growth and assessment, the 8 percent commercial growth assessment; and, the \$3.64 limitation. He said to eliminate those was unsatisfactory. Chairman Humke said the WCSD and their key supporters requested the Board not place this issue on an advisory ballot question in 2014, and he felt respect should be shown for that request. He believed the real solution was to place this issue to a vote of the people and, based on their monumental efforts to improve, noted that he would help with that effort.

Commissioner Weber said there were misnomers by many individuals that the WCSD was not accountable or transparent. She stated over the past three months, she had confirmed that the WCSD was a place for her family members to attend and noted they did attend schools in the District and thanked the District for all their improvements. She commended the process that had taken place for the discussions on AB 46, for the information provided and believed there was accountability and transparency. Commissioner Weber indicated that the Board had made many hard votes over the years and noted that she took every vote seriously and personally. She was having a difficult time with this decision because the County had worked very hard on the election process and she held that vote very near to herself, and believed the right thing was to give the people the opportunity to vote on this issue. She said it was important for the taxpayers and the voters to be able to have the opportunity to vote on whether or not their property taxes and the sales taxes would be raised. Commissioner Weber said the Board was duly elected and that the Legislature had given this responsibility to the Board even though she disagreed with that decision. However, she could not vote in favor of this proposal because she believed in the vote of the people.

Commissioner Hartung commented that this had been an interesting process and, regardless of the decision the Board made, the Board would not win. He stated this may have been the best campaign the WCSD had ever conducted, with respect to getting the message out to the public. He took exception when he heard that students were not receiving a good education because that was untrue and stated that his children were products of the WCSD and were very successful. The problem was that there were good people with good intent that disagreed. He noted that this issue had caused a division where, in his opinion, the voters needed to decide the outcome. He believed the WCSD had changed their face and now realized how important it was to engage the people. He applauded what they had accomplished and how they mobilized their resources, but there was still an issue with respect to circumventing the voters.

Commissioner Jung moved to direct staff to develop the appropriate ordinances and Board of County Commission resolutions to implement the provisions of AB 46 of the 2013 Nevada Legislature Session. Due to lack of a second, the motion failed.

Commissioner Jung moved to remove the property tax portion, include only the sales tax portion, and direct staff to develop the appropriate ordinances and

Board of County Commission resolutions to implement the provisions of AB 46 of the 2013 Nevada Legislature Session. Due to lack of a second, the motion failed.

There was no further action taken on this item.

On behalf of the WCSD, President Clark thanked the Board for their time and understood the position the Board had been placed into and that the County had the students' best interest at heart. She stated that the WCSD would continue to move forward because the students were the most important consideration.

Chairman Humke thanked the WCSD Board of Trustees for all the courtesies that were extended.

**9:19 p.m.** The Board recessed.

**9:33 p.m.** The Board reconvened with all members present.

**13-1013 AGENDA ITEM 38 – MANAGER**

**Agenda Subject:** “Request by the Washoe County Manager 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 to impose a tax at the rate of one-quarter of 1 percent of the gross receipts of any retailer from the sale of all tangible personal property sold at retail, or stored, used or otherwise consumed in the county as authorized by AB 46. (All Commission Districts.) To be heard after Agenda Item #37 and before Agenda Item #39.”

John Slaughter, County Manager, stated that this item was based on a possible decision made during Agenda Item 37.

Chairman Humke indicated that he had directed staff to place the topic of AB 46 on the each agenda for the balance of 2013. He asked if there was a need to keep that item on the remaining agendas.

Commissioner Hartung did not see the need to keep the item on any future agendas since it may be misleading.

Chairman Humke stated that any references to AB 46 would no longer be placed on the remaining 2013 agendas.

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

**13-1014      AGENDA ITEM 39**

**Agenda Subject: “Discussion and possible action to cancel November 19, November 26, December 10 and December 24, 2013 Commission meetings. To be heard after Agenda Items #37 and #38.”**

John Slaughter, County Manager, noted that the next County Commission meeting would be December 17, 2013.

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Weber, which motion duly carried, it was ordered that the November 19th, November 26th, December 10th and December 24, 2013 Commission meetings be cancelled.

**13-1015      AGENDA ITEM 40**

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

Commissioner Weber announced that the Regional Transportation Commission (RTC) and Nevada Association of Counties (NACO) were scheduled to meet on November 15, 2013. She also reminded the public of the groundbreaking for the Mogul Fire Station, which was scheduled for November 14th.

Commissioner Hartung commented that he participated in the Veterans Day Parade and said it was a wonderful experience and an honor to participate. He held a “Commissioner Conversation” meeting on October 30th and said it was an interesting conversation.

Commissioner Berkbigler stated that she also participated in the Veterans Day Parade and said it had been an honor to be among the Veterans. She noted that she conducted two “Commissioner Conversation” meetings.

Chairman Humke said the Criminal Justice Advisory Committee (CJAC) was scheduled to meet on November 14th, but he would be unable to attend.

**13-1016      AGENDA ITEM 41**

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

There was no closed session scheduled.

**13-1017      AGENDA ITEM 43 – 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.”**

Laurence Kaplan distributed a binder to the Board, which was placed on file with the Clerk. The information pertained to matters involving Parcel No. 050-170-15.

Todd Bailey thanked the Board for their deliberation and fairness that was brought to the AB 46 discussion.

Peggy Lear Bowen thanked the Board for their hard work concerning AB 46 and asked the Board to continue working with the Washoe County School District (WCSD) for a potential ballot question or issue in regard to maintenance funds.

Gary Schmidt spoke on transparency, open government and the Open Meeting Law.

\* \* \* \* \*

**10:02 p.m.** There being no further business to discuss, on motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, the meeting was adjourned.

---

**DAVID E. HUMKE**, Chairman  
Washoe County Commission

**ATTEST:**

---

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

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

**INTERLOCAL AGREEMENT BETWEEN WASHOE COUNTY AND THE  
JUSTICES OF THE PEACE OF THE TOWNSHIP OF SPARKS**

**This Interlocal Agreement** is made and entered into this \_\_\_ day of \_\_\_\_\_, 2013 by and between Washoe County, a political subdivision of the State of Nevada (hereinafter "County"), and the Justices of the Peace of the Township of Sparks (hereinafter "Sparks Justice Court").

**Whereas**, Chapter 277 of the Nevada Revised Statutes authorizes public agencies to enter into interlocal and cooperative agreements with each other for the performance of government functions; and

**Whereas**, pursuant to NRS 4.202, the Sparks Justice Court qualifies for an additional third Justice of the Peace to be elected at the November 2014 general election; and

**Whereas**, pursuant to NRS 4.020, a Justice Court may waive filling the additional Justice of the Peace seat, if in the majority opinion of the justices the caseload does not warrant the additional seat; and

**Whereas**, in the absence of the additional Justice of the Peace, the continued use of services of pro tem and senior judges to provide coverage for judge absences and ensure the timely hearing of cases for the public and the addition of new court staff will enable Sparks Justice court to process its cases efficiently and without delay; and

**Whereas**, in light of the consideration contained in Paragraph 1 below, the Justices of the Peace of the Sparks Township have waived filling the additional Justice of the Peace seat at the November 2014 election and a copy of that waiver is attached hereto and incorporated herein as Exhibit A to this Agreement.

**Now, therefore**, it is hereby mutually agreed as follows:

1. In return for the waiver contained in Exhibit A, County agrees that the following provisions are effective as stated below:
  - a. The reclassification of position #70000359 Court Clerk I (J130) to Court Clerk II (J157) and position #70000337 Court Clerk I (J130) to Court Clerk III (J175), annual estimated cost of \$17,500 effective January 1, 2014;
  - b. Authorization and funding of an additional Court Clerk I position annual estimated cost of \$70,500 effective July 1 2014;
  - c. Provide funding to Reno Justice Court for additional staff resources for technological support related to the Odyssey case management system of \$10,000 effective January 1, 2014;
2. 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 4 below. It is expressly agreed and understood that the 2014 waiver by Sparks Justice Court is not

13-969

precedent and has no effect upon any future decision whether to fill the third judicial seat.

3. This Agreement shall terminate without further action of the parties on December 31 of the even-numbered calendar year in which the third judicial seat is opened for election following the Sparks Justice Court decision not to file a statutory waiver.
4. This Agreement may be amended or modified only by the mutual written agreement of the parties which has been ratified in accordance with law.
5. 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.
6. 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.
7. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Nevada and venue for any action based upon its terms and the parties' performance thereunder shall be in the Second Judicial District Court of Washoe County.

**IN WITNESS WHEREOF**, the parties have set their hands with the intent to be bound.

WASHOE COUNTY

SPARKS JUSTICE COURT

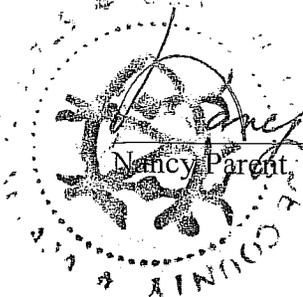


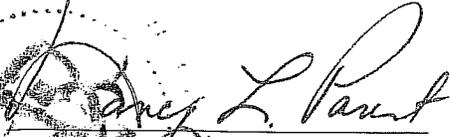
David E. Humke, Chairman

Susan Deriso, Justice of the Peace  
Department 1

ATTEST:

Kevin Higgins, Justice of the Peace  
Department 2



  
Nancy Parent, County Clerk



**COPY**

**Sparks Justice Court**

630 Greenbrae Dr.  
Sparks, NV 89431-5099

*Susan Deriso*  
Justice of the Peace  
Department 1

*Kevin Higgins*  
Justice of the Peace  
Department 2

November 12, 2013

Rick Combs, Director  
Legislative Counsel Bureau  
Nevada State Legislature  
401 South Carson Street  
Carson City, NV 89701-4747

**Re: NRS 4.020 – Waiver of Election for Justice of the Peace for Sparks Township**

Dear Mr. Combs:

This letter is to inform you that pursuant to NRS 4.020(3), Sparks Justice Court is hereby waiving the election of a third Justice of the Peace for the Sparks Township.

While the court has been entitled to a third Justice of the Peace pursuant to NRS 4.020 since at least 2001, the current budget situation of the county would cause a financial hardship if we elected to place the third judge on the ballot. The court and the county have entered into an agreement which will stabilize our budget as well as provide other necessary funding in lieu of the third judge.

We are providing this waiver at this time due to the legislative amendments which have moved the filing period for judges up to January, significantly predating the March 15 deadline in the statute.

This waiver only applies to the current election cycle, and the Court intends to seek the election of an additional Justice of the Peace in the 2016 election cycle.

Very truly yours,

Handwritten signature of Susan Deriso in cursive.

Susan Deriso, Justice of the Peace  
Department 1  
Sparks Justice Court

Handwritten signature of Kevin Higgins in cursive.

Kevin Higgins, Justice of the Peace  
Department 2  
Sparks Justice Court

cc: Washoe County Board of Commissioners

Exhibit A

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
WASHOE COUNTY MANAGEMENT  
AND THE  
JUSTICES OF THE PEACE  
OF  
THE TOWNSHIP OF SPARKS**

**Whereas**, pursuant to NRS 4.020, an additional justice of the peace seat must be created for the Sparks Township Justice Court and placed on the ballot of the next general election, which is November 2014;

**Whereas**, pursuant to NRS 4.020, a majority of the justices of the peace of the township may elect to waive the additional justice of the peace seat if, in the majority opinion of the justices, the caseload does not warrant the additional seat;

**Whereas**, the Sparks Justice Court has had to expand the court calendar to increase the accessibility of the court times for all case types;

**Whereas**, the Court has had to increase the use of senior and pro tem judges as an effective and economical way to provide coverage for judge absences and ensure the timely hearing of cases for the public; and

**Whereas**, the change in the judicial filing timeframes to January 6, 2014, has caused this matter to be contemplated at an accelerated pace.

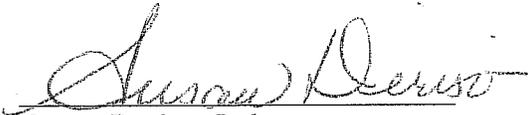
**Now, therefore**, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. County staff and the Court will bring forward an Interlocal Agreement at the earliest County Commission meeting. This agreement will forward commit:
  - a. The reclassification of position #70000359, Court Clerk I (J130), to Court Clerk II (J157), and position #70000337, Court Clerk I (J130), to Court Clerk III (J175), with an annual estimated cost of \$17,500, effective January 1, 2014;
  - b. Authorization and funding of an additional Court Clerk I position with an annual estimated cost of \$70,500, effective July 1, 2014; and
  - c. Provide \$10,000 funding to Reno Justice Court for additional staff resources for technological support related to the Odyssey case management system, effective January 1, 2014.
2. The Court will waive adding the third justice of the peace position for two years and reconsider the decision in 2015.

Washoe County

  
Interim County Manager

Sparks Justice Court

  
Susan Deriso, Judge

  
Kevin Higgins, Judge

**DOC # 4298956**

11/14/2013 09:09:37 AM

Requested By  
WASHOE COUNTY CLERK  
Washoe County Recorder  
Laurence R. Burtness - Recorder  
Fee: \$0.00 RPTT:  
Page 1 of 11

APN: 041-051-54, 55 and 56

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



**RESOLUTION ACCEPTING REAL PROPERTY**  
**FOR USE AS A PUBLIC STREET**  
**(WOODCHUCK CIRCLE)**

Irrevocable Offer of Dedication, Woodchuck Circle, Section 19, Township 19 North, Range 19 East as described and shown in Exhibit "A" (a copy is attached and is incorporated by reference), DOCUMENT #3189717 RECORDED March 29, 2005.

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

WHEREAS, certain real property as described in Exhibit "A" (a copy is attached and is incorporated by reference) to be used as a public street was offered for dedication by Irrevocable Offer of Dedication, Document No. 3189717 recorded on March 29, 2005; and

WHEREAS, said offer of dedication was rejected by the Washoe County Surveyor because said street improvements on real property to be used as a public street were not constructed to Washoe County standards; and

WHEREAS, NRS 278.390 specifically provides that if the real property as described in Irrevocable Offer of Dedication Document No. 3189717 is rejected, the offer of dedication shall be deemed to remain open and the governing body may by resolution

13-979

at any later date, and without further action by the property owner, rescind its action and accept the real property for public use; and

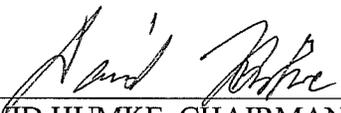
WHEREAS, street improvements on portions of said real property being used as a public street right-of-way have been recently constructed and now meet current County standards; and

WHEREAS, said real property is necessary for public access; and

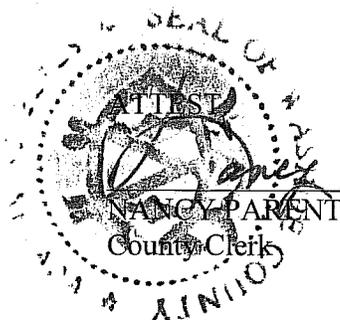
WHEREAS, the Washoe County Board of Commissioners finds that it is in the best interest of the public to accept said real property.

NOW, THEREFORE, BE IT RESOLVED, by the Washoe County Board of Commissioners, pursuant to NRS 244.270, that the real property offered by Irrevocable Offer of Dedication Document No. 3189717 Recorded March 29, 2005, is hereby accepted.

**WASHOE COUNTY BOARD OF COMMISSIONERS**

  
\_\_\_\_\_  
DAVID HUMKE, CHAIRMAN

11-12, 2013



  
\_\_\_\_\_  
Nancy H. Parent  
County Clerk

DOC # 3189717

03/29/2005 11:59A Fee:NC

BK1

Requested By  
WASHOE COUNTY

Washoe County Recorder  
Kathryn L. Burke - Recorder  
Pg 1 of 7 RPTT 0.00

APN: 041-051-15,16,17,54,55,and 56

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



**IRREVOCABLE OFFER OF  
DEDICATION**

THIS IRREVOCABLE OFFER OF DEDICATION, made and entered into this 28<sup>th</sup> day of MARCH, 2005, by and between Jonathan W. Smee and Debbie E. Smee, Husband and Wife, as Joint Tenants; Marian E. Durkee; Danielle M. Durkee Trust; David E. Durkee and Dustanne E. Durkee, as Co-Trustees under The David and Dusty Durkee Family Trust Agreement dated August 20, 2004; and William A. and Mary M. Bertelson, Husband and Wife, as Joint Tenants, hereinafter called "Offerors", and the COUNTY OF WASHOE, a political subdivision of the State of Nevada, hereinafter referred to as "Offeree".

WITNESSETH:

That the Offerors, do by these presents irrevocably dedicate unto the Offeree and to its assigns forever, all that certain tract, piece or parcel of land situate in the County of Washoe, State of Nevada, and more particularly described and depicted in the exhibits attached hereto and by this reference made a part hereof.

TOGETHER WITH, all and singular the tenements, hereditaments, and appurtenances thereunto belonging or appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the premises together with the appurtenances, unto the said Offeree and to its assigns, forever.

THE OFFER OF DEDICATION is rejected at this time, but the Irrevocable Offer of Dedication shall remain open indefinitely in accordance with NRS 278.390, and the Offeree may by resolution at any later date and without any further action by the Offerors, accept this dedication, which acceptance shall be recorded in the office of the Washoe County Recorder.

IN WITNESS WHEREOF, Offerors have caused these presents duly to be executed the day and year first above written.

Exhibit A



Jonathan W. Smee and Debbie E. Smee, Husband and Wife, as  
Joint Tenants

By: Jonathan W. Smee Debbie E. Smee  
JONATHAN W. SMEE DEBBIE E. SMEE as joint tenants

Marian E. Durkee

By: Marian E. Durkee  
Marian E. Durkee

Danielle M. Durkee Trust

By: [Signature]  
Danielle M. Durkee

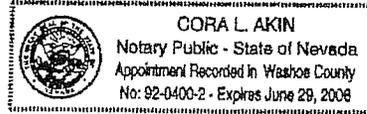
The David and Dusty Durkee Family Trust Agreement dated August 20,  
2004

By: [Signature] Dustan E. Durkee, co-trustees  
David E. Durkee and Dustanne E. Durkee

William A. and Mary M. Bertelson, Husband and Wife, as Joint Tenants

By: William A. Bertelson Mary M. Bertelson, husband and wife,  
WILLIAM A. BERTELSON MARY M. BERTELSON as Joint Tenants

Exhibit A



STATE OF NEVADA )  
 )SS  
COUNTY OF WASHOE)

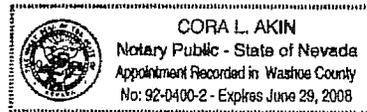
This instrument was acknowledged before me on March 23rd, 2005

By Jonathan W. Snee and Debbie E. Snee, Husband and Wife

As Joint Tenants

Of Property

NOTARY PUBLIC



STATE OF NEVADA )  
 )SS  
COUNTY OF WASHOE)

This instrument was acknowledged before me on March 22, 2005

By Marian E. Durkee

As Owner

Of Property

NOTARY PUBLIC

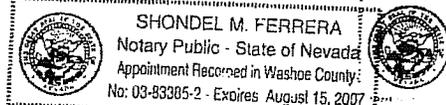
STATE OF NEVADA )  
 )SS  
COUNTY OF WASHOE)

This instrument was acknowledged before me on March 22, 2005

By Davielle M. Durkee

As Owner

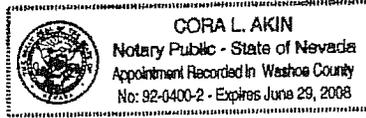
Of Property



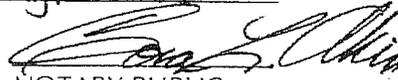
SA  
Nevada  
County  
15, 2007

Exhibit A

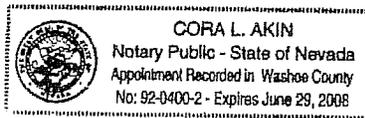
STATE OF NEVADA )  
 )SS  
COUNTY OF WASHOE)



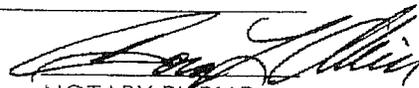
This instrument was acknowledged before me on March 22, 2005  
By David E. Durkee and Dustanwe E. Durkee  
As Co-trustees  
Of Durkee Family Trust Agreement

  
NOTARY PUBLIC

STATE OF NEVADA )  
 )SS  
COUNTY OF WASHOE)



This instrument was acknowledged before me on March  
By William A. Bertelson and Mary M. Bertelson  
As Huband and Wife, as Joint Tenants  
Of Property

  
NOTARY PUBLIC

STATE OF NEVADA )  
 )SS  
COUNTY OF WASHOE)

This instrument was acknowledged before me on \_\_\_\_\_  
By \_\_\_\_\_  
As \_\_\_\_\_  
Of \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC



3189717  
83/23/2005  
4 of 7

Exhibit A



3188717  
03/29/2005  
5 of 7

For the County of Washoe,  
by and through the Washoe County Surveyor

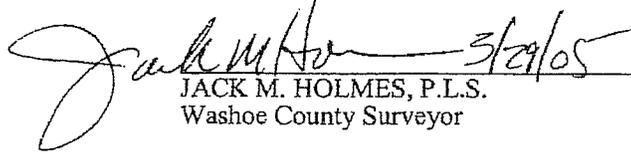
  
\_\_\_\_\_  
JACK M. HOLMES, P.L.S.  
Washoe County Surveyor

Exhibit A

## LEGAL DESCRIPTION

Portions of the South One-Half (S 1/2) of Section 19, Township 19 North, Range 19 East, M.D.M., situate within Washoe County, Nevada.

### Parcel 1

A strip of land 21 feet in width, the Northerly line being the Northerly line of Parcel 2, excluding the curve labeled as C1, on Parcel Map #1298 filed as Document #769502 on 11/20/1981 Official Records of Washoe County, Nevada, and a strip of land 21 feet in width, the Southeasterly line being the Southeasterly line of said Parcel 4, excluding the curve labeled as C1, on said Parcel Map #1298, and a strip of land 21 feet in width, the South and Southwesterly lines being the South and Southwesterly lines of Parcels 1,2,and 3 of Parcel Map #3987 filed as Document #2832009 on 4/03/2003, Official Records.

### Parcel 2

Portions of Parcels 2,3, and 4 as shown on Parcel Map #1298 filed as Document #769502 on 11-20-1981, Official Records Washoe County, described as follows:

Commencing at the Southeast corner of said Parcel 3;

Thence along the Southerly line of said Parcel 3 N 86°52'38" W, a distance of 273.84 feet;

Thence N 89°25'14" W, a distance of 563.69 feet to the point of beginning of the centerline of a 42.00 foot wide strip of land;

Thence along a non-tangent curve, concave southeast, having a radius of 280.00 feet, through a central angle of 56°41'08", an arc distance of 277.02 feet, and a chord bearing N 25°53'28" E, 265.86 feet;

Thence N 54°14'02" E, a distance of 177.62 feet;

Thence along a tangent curve to the right, having a radius of 265.00 feet, through a central angle of 45°41'16", an arc distance of 211.31 feet, and a chord bearing N 77°04'40" E, 205.76 feet;

Thence S 80°04'42" E, a distance of 136.76 feet;

Thence along a tangent curve to the left, having a radius of 290.00 feet, through a central angle of 41°52'38", an arc distance of 211.96 feet, and a chord bearing N 78°58'59" E, 207.27 feet;

Thence N 58°02'40" E, a distance of 74.91 feet to a point on the Easterly line of said Parcel 3, from which the Southeast corner of said Parcel 3 bears S 03°07'22" W, a distance of 466.00 feet;

Thence continuing along the centerline of a 42.00 foot wide strip of land N 58°02'40" E, a distance of 73.56 feet;

Thence along a tangent curve to the left, having a radius of 589.94 feet, through a central angle of 06°20'53", an arc distance of 65.36 feet, and a chord bearing N 54°52'14" E, 65.33 feet to a point on the line between said Parcels 2 and 4, said



3189717  
83/29/2005  
8 of 7

Exhibit A

point also being the Southwesterly end of the line labeled as N 51°41'47" E, 171.06 feet, the point of ending.

The Southerly ends of said strip are to terminate on the Southerly line of said Parcel 3 and the Northerly ends of said strip are to terminate on the said Southwesterly end of the line labeled as N 51°41'47" E, 171.06 feet  
Basis of bearings of this description is said Parcel Map #1298

Dan Asikainen, P.L.S. #3318  
Jeff Codega Planning / Design  
433 West Plumb Lane  
Reno, NV 89509

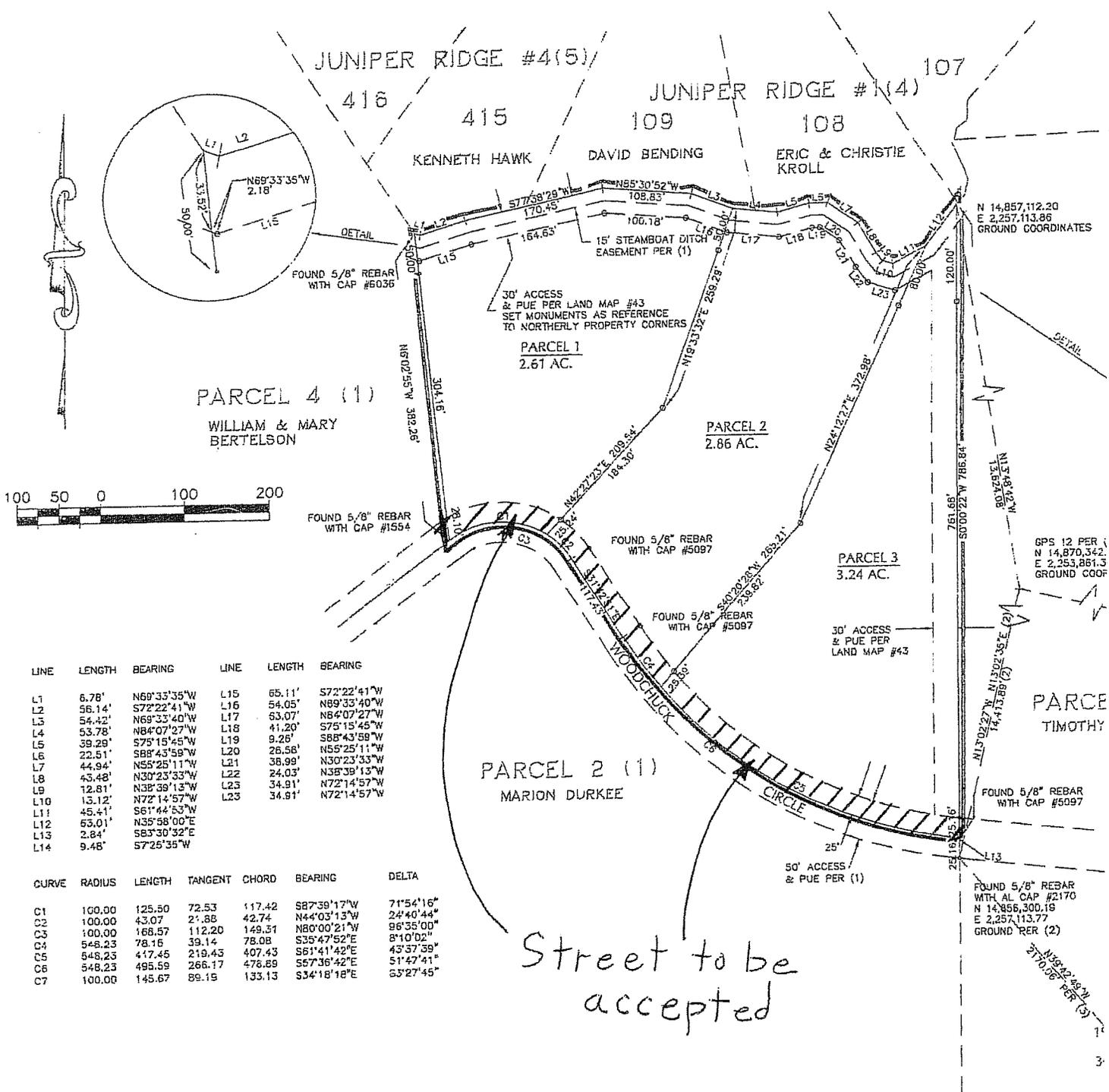


W:\24\2405\04\CountyOfferDedication.doc



3189717  
03/29/2005  
7 of 7

Exhibit A



LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L1	6.78'	N69°33'35"W	L15	65.11'	S72°22'41"W
L2	56.14'	S72°22'41"W	L16	54.05'	N89°33'40"W
L3	54.42'	N69°33'40"W	L17	53.07'	N84°07'27"W
L4	53.78'	N84°07'27"W	L18	41.20'	S75°15'45"W
L5	39.29'	S75°15'45"W	L19	9.26'	S88°43'59"W
L6	22.51'	S88°43'59"W	L20	26.58'	N55°25'11"W
L7	44.94'	N55°25'11"W	L21	36.99'	N30°23'33"W
L8	43.48'	N30°23'33"W	L22	24.03'	N38°39'13"W
L9	12.81'	N38°39'13"W	L23	34.91'	N72°14'57"W
L10	13.12'	N72°14'57"W			
L11	45.41'	S61°44'53"W			
L12	53.01'	N35°58'00"E			
L13	2.84'	S83°30'32"E			
L14	9.48'	S7°25'35"W			

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	100.00	125.50	72.53	117.42	S87°39'17"W	71°54'16"
C2	100.00	43.07	21.88	42.74	N44°03'13"W	24°40'44"
C3	100.00	168.57	112.20	149.31	N80°00'21"W	96°35'00"
C4	548.23	78.15	39.14	78.08	S35°47'52"E	8°10'02"
C5	548.23	417.45	219.45	407.43	S61°41'42"E	43°37'39"
C6	548.23	495.59	266.17	476.69	S67°36'42"E	51°47'41"
C7	100.00	145.67	89.19	133.13	S34°18'18"E	53°27'45"

Exhibit A



## WASHOE COUNTY RECORDER

OFFICE OF THE RECORDER  
LAWRENCE R. BURTNES, RECORDER

1001 E. NINTH STREET  
POST OFFICE BOX 11130  
RENO, NEVADA 89520-0027  
PHONE (775) 328-3661  
FAX (775) 325-8010

### LEGIBILITY NOTICE

The Washoe County Recorder's Office has determined that the attached document may not be suitable for recording by the method used by the Recorder to preserve the Recorder's records. The customer was advised that copies reproduced from the recorded document would not be legible. However, the customer demanded that the document be recorded without delay as the parties rights may be adversely affected because of a delay in recording. Therefore, pursuant to NRS 247.120 (3), the County Recorder accepted the document conditionally, based on the undersigned's representation (1) that a suitable copy will be submitted at a later date (2) it is impossible or impracticable to submit a more suitable copy.

By my signing below, I acknowledge that I have been advised that once the document has been microfilmed it may not reproduce a legible copy.

*Jaime Dellera, Deputy Clerk*  
Signature

*11-14-13*  
Date

*JAIME DELLERA*  
Printed Name

DOC # 4298955

11/14/2013 09:09:37 AM

Requested By  
WASHOE COUNTY CLERK  
Washoe County Recorder  
Lawrence R. Burtness - Recorder  
Fee: \$0.00 RPTT:  
Page 1 of 4

APNs: 041-051-12 and 13

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



**RESOLUTION ACCEPTING STREETS**

Parcel Map 455, Section 19, Township 19 North, Range 19 East, MDM, Document No. 479520 recorded August 3, 1977, (Woodchuck Circle) as described and shown on Exhibit "A" (a copy is attached and is incorporated by reference).

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

WHEREAS, certain streets, or portions thereof, were offered for dedication by Parcel Map No.455, Document No. 479520 recorded on August 3, 1977; and

WHEREAS, said offer of dedication was rejected by the Washoe County Board of County Commissioners because said roads were not constructed to Washoe County standards; and

WHEREAS, NRS 278.390 specifically provides that if at the time a parcel map is approved any streets are rejected, but 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 street for public use; and

WHEREAS, portions of said street have been recently constructed and now meet current County standards; and

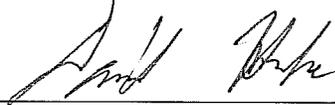
WHEREAS, said street is necessary for public access; and

13-979

WHEREAS, the Washoe County Board of Commissioners finds that it is in the best interest of the public to accept said street.

NOW, THEREFORE, BE IT RESOLVED, by the Washoe County Board of Commissioners, pursuant to NRS 278.390, that the real property shown on Parcel Map #455 (as described and shown on Exhibit "A", a copy is attached and is incorporated by reference) is hereby accepted.

**WASHOE COUNTY BOARD OF COMMISSIONERS**



\_\_\_\_\_  
DAVID HUMKE, CHAIRMAN

11-12

\_\_\_\_\_, 2013



  
\_\_\_\_\_  
Nancy L. Parent  
County Clerk

545

**UTILITY COMPANY APPROVAL**  
 THE ENCLOSURES SHOWN ON THIS MAP HAVE BEEN OBTAINED AND APPROVED BY THE TELEPHONE COMPANY OF NEVADA, AND THIS STATEMENT DITCH COMPANY.

*Alan Means*  
 SHERIFF, TELEPHONE COMPANY

1-10-77  
 DATE

**CITY COUNCIL APPROVAL**  
 APPROVED AND ACCEPTED BY THE CITY COUNCIL OF THE CITY OF RENO, WASHINGTON COUNTY, NEVADA, ON THE 20th DAY OF JULY, 1977.

*James A. Johnson*  
 CITY CLERK

**COUNTY COMMISSION CERTIFICATE**  
 ON THE 20th DAY OF JULY, 1977, BEFORE ME, CLERK OF THE COUNTY COMMISSIONERS OF WASHINGTON COUNTY, NEVADA, THE FOLLOWING INSTRUMENT WAS PRESENTED TO ME FOR RECORD AND I HAVE THEREON SET MY SEAL AND SIGNATURE IN WITNESS WHEREOF.

*Alan Means*  
 COUNTY CLERK

**SURVEYOR'S CERTIFICATE**  
 I, ALAN MEANS, BEING DULY SWORN, DO HEREBY CERTIFY THAT THIS PLAN IS A TRUE AND ACCURATE REPRESENTATION OF THE LAND AND INTERESTS THEREIN AS SHOWN BY MY DIRECT SURVEY AND LAND SURVEY RECORDS AT THE INSTANCES OF CAPURRO-DURKEE ENTERPRISES, INC. THAT THE LOCATION OF SAID PARCELS HAS BEEN DEFINITELY ESTABLISHED WHOLLY WITHIN THE EAST 1/2 OF SECTION 19 AND THE EAST 1/2 OF SECTION 20, T.19 N., R.19 E., M.D.B.4 M. THIS SURVEY WAS COMPLETED ON JULY 7, 1977 AND THE LISTED MONUMENTS WILL BE SET BY AUGUST 15, 1977.

**UTILITY COMPANY APPROVAL**  
 THE ENCLOSURES SHOWN ON THIS MAP HAVE BEEN OBTAINED AND APPROVED BY THE TELEPHONE COMPANY OF NEVADA, AND THIS STATEMENT DITCH COMPANY.

*Alan Means*  
 SHERIFF, TELEPHONE COMPANY

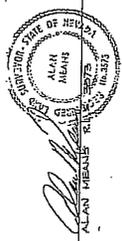
1-10-77  
 DATE

**CITY COUNCIL APPROVAL**  
 APPROVED AND ACCEPTED BY THE CITY COUNCIL OF THE CITY OF RENO, WASHINGTON COUNTY, NEVADA, ON THE 20th DAY OF JULY, 1977.

*James A. Johnson*  
 CITY CLERK

**COUNTY COMMISSION CERTIFICATE**  
 ON THE 20th DAY OF JULY, 1977, BEFORE ME, CLERK OF THE COUNTY COMMISSIONERS OF WASHINGTON COUNTY, NEVADA, THE FOLLOWING INSTRUMENT WAS PRESENTED TO ME FOR RECORD AND I HAVE THEREON SET MY SEAL AND SIGNATURE IN WITNESS WHEREOF.

*Alan Means*  
 COUNTY CLERK



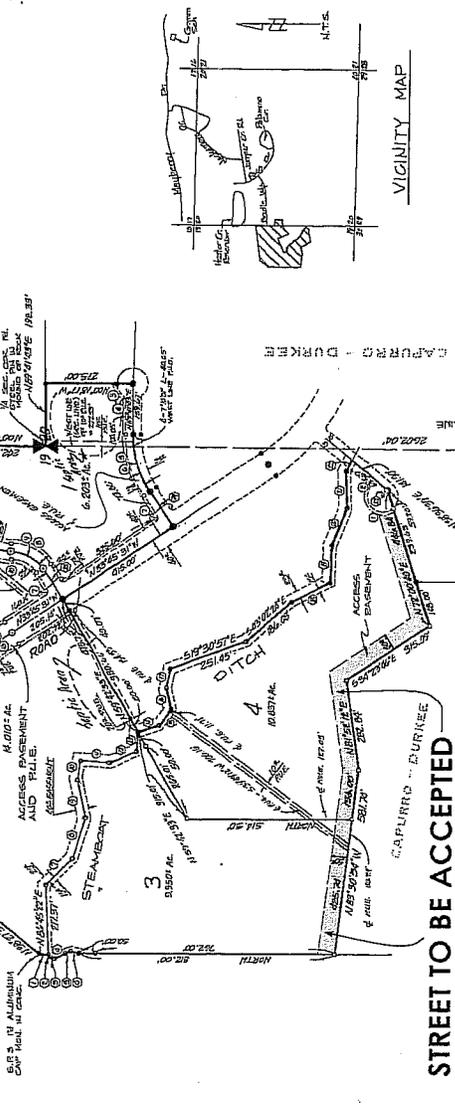
**OWNER'S CERTIFICATE**  
 STATE OF NEVADA, ss.  
 COUNTY OF WASHINGTON, ss.  
 I, the owner of the tract of land represented on this map of plan and block chapters 10 and 11 and the utility installations and maintenance as designated on this map, and in witness whereof, I have hereunto set my hand and seal on this 20th day of July, 1977, at Reno, Nevada, and I hereby authorize the surveyor to set the monuments thereon as shown on this map.

*Alan Means*  
 CAPURRO-DURKEE ENTERPRISES, INC.

**NOTARY CERTIFICATE**  
 STATE OF NEVADA, ss.  
 COUNTY OF WASHINGTON, ss.  
 I, the undersigned, a Notary Public in and for the County of Washington, State of Nevada, do hereby certify that the foregoing instrument was presented to me for record and I have thereon set my hand and seal on this 20th day of July, 1977, at Reno, Nevada, and I hereby authorize the surveyor to set the monuments thereon as shown on this map.

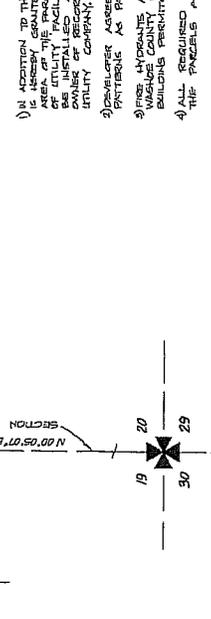
*Alan Means*  
 NOTARY PUBLIC

**RECORD OF SURVEY**  
 N. 1/2 SECTION 19, T.19 N., R.19 E., M.D.B.4 M.  
 N. 1/2 SECTION 20, T.19 N., R.19 E., M.D.B.4 M.



**COURSE DATA - O**

LINE	BEARING	DISTANCE	CURVATURE
1	S 89° 57' 14" W	11.00	0.00
2	S 89° 57' 14" W	11.00	0.00
3	S 89° 57' 14" W	11.00	0.00
4	S 89° 57' 14" W	11.00	0.00
5	S 89° 57' 14" W	11.00	0.00
6	S 89° 57' 14" W	11.00	0.00
7	S 89° 57' 14" W	11.00	0.00
8	S 89° 57' 14" W	11.00	0.00
9	S 89° 57' 14" W	11.00	0.00
10	S 89° 57' 14" W	11.00	0.00
11	S 89° 57' 14" W	11.00	0.00
12	S 89° 57' 14" W	11.00	0.00
13	S 89° 57' 14" W	11.00	0.00
14	S 89° 57' 14" W	11.00	0.00
15	S 89° 57' 14" W	11.00	0.00
16	S 89° 57' 14" W	11.00	0.00
17	S 89° 57' 14" W	11.00	0.00
18	S 89° 57' 14" W	11.00	0.00



**NOTES**  
 1) IN ADDITION TO THE ENCLOSURES SHOWN ON THIS MAP, A TRUE AND ACCURATE REPRESENTATION OF THE LAND AND INTERESTS THEREIN AS SHOWN BY MY DIRECT SURVEY AND LAND SURVEY RECORDS AT THE INSTANCES OF CAPURRO-DURKEE ENTERPRISES, INC. THAT THE LOCATION OF SAID PARCELS HAS BEEN DEFINITELY ESTABLISHED WHOLLY WITHIN THE EAST 1/2 OF SECTION 19 AND THE EAST 1/2 OF SECTION 20, T.19 N., R.19 E., M.D.B.4 M. THIS SURVEY WAS COMPLETED ON JULY 7, 1977 AND THE LISTED MONUMENTS WILL BE SET BY AUGUST 15, 1977.

**REVIEW COMMITTEE APPROVAL**  
 THIS MAP WAS REVIEWED BY THE PARCEL MAP REVIEW COMMITTEE AND APPROVED ON THE 20th DAY OF JULY, 1977.

*Alan Means*  
 CHAIRMAN

**PARCEL MAP**  
 FOR  
 CAPURRO-DURKEE ENTERPRISES, INC.  
 A PORTION OF THE EAST HALF OF SECTION 19 AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 20, T.19 N., R.19 E., M.D.B.4 M. WASHINGTON COUNTY, NEVADA.

SCALE: 1"=200'  
 SHEET 1 OF 1



## WASHOE COUNTY RECORDER

**OFFICE OF THE RECORDER  
LAWRENCE R. BURTNES, RECORDER**

**1001 E. NINTH STREET  
POST OFFICE BOX 11130  
RENO, NEVADA 89520-0027  
PHONE (775) 328-3661  
FAX (775) 325-8010**

### LEGIBILITY NOTICE

The Washoe County Recorder's Office has determined that the attached document may not be suitable for recording by the method used by the Recorder to preserve the Recorder's records. The customer was advised that copies reproduced from the recorded document would not be legible. However, the customer demanded that the document be recorded without delay as the parties rights may be adversely affected because of a delay in recording. Therefore, pursuant to NRS 247.120 (3), the County Recorder accepted the document conditionally, based on the undersigned's representation (1) that a suitable copy will be submitted at a later date (2) it is impossible or impracticable to submit a more suitable copy.

By my signing below, I acknowledge that I have been advised that once the document has been microfilmed it may not reproduce a legible copy.

Jaime Delleria, Deputy Clerk  
Signature

11-14-13  
Date

JAIME DELLERIA  
Printed Name

**DOC # 4298953**

11/14/2013 09:09:37 AM

Requested By  
WASHOE COUNTY CLERK  
Washoe County Recorder  
Lawrence R. Burtness - Recorder  
Fee: \$0.00 RPTT:  
Page 1 of 11

APN: 041-051-15 and 17

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



**RESOLUTION ACCEPTING REAL PROPERTY**  
**FOR USE AS A PUBLIC STREET**  
**(WOODCHUCK CIRCLE)**

Irrevocable Offer of Dedication, Woodchuck Circle, Section 19, Township 19 North, Range 19 East as described and shown in Exhibit "A" (a copy is attached and is incorporated by reference), DOCUMENT #3592584 RECORDED November 8, 2007.

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

WHEREAS, certain real property as described in Exhibit "A" (a copy is attached and is incorporated by reference) to be used as a public street was offered for dedication by Irrevocable Offer of Dedication, Document No. 3592584 recorded on November 8, 2007; and

WHEREAS, said offer of dedication was rejected by the Director of Community Development because said street improvements on real property to be used as a public street were not constructed to Washoe County standards; and

WHEREAS, NRS 278.390 specifically provides that if the real property as described in Irrevocable Offer of Dedication Document No. 3592584 is rejected, the offer of dedication shall be deemed to remain open and the governing body may by resolution

13-979

at any later date, and without further action by the property owner, rescind its action and accept the real property for public use; and

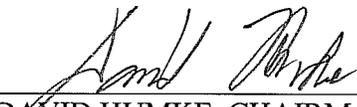
WHEREAS, street improvements on portions of said real property being used as a public street right-of-way have been recently constructed and now meet current County standards; and

WHEREAS, said real property is necessary for public access; and

WHEREAS, the Washoe County Board of Commissioners finds that it is in the best interest of the public to accept said real property.

NOW, THEREFORE, BE IT RESOLVED, by the Washoe County Board of Commissioners, pursuant to NRS 244.270, that the real property offered by Irrevocable Offer of Dedication Document No. 3592584 Recorded November 8, 2007, is hereby accepted.

**WASHOE COUNTY BOARD OF COMMISSIONERS**

  
\_\_\_\_\_  
DAVID HUMKE, CHAIRMAN

11-12, 2013



  
\_\_\_\_\_  
Nancy L. Parent  
County Clerk

DOC # 3592584

11/08/2007 03:19:08 PM

Requested By  
WASHOE COUNTY  
Washoe County Recorder  
Kathryn L. Burke - Recorder  
Fee: \$0.00 RPTT: \$0.00  
Page 1 of 9

APN: 041-051-15,16, and 17

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



IRREVOCABLE OFFER OF DEDICATION

THIS IRREVOCABLE OFFER OF DEDICATION, made and entered into this 8<sup>th</sup> day of November, 2007, by and between Danielle M. Durkee, David E. Durkee and Dustanne E. Durkee, as Co-Trustees under The David and Dusty Durkee Family Trust Agreement dated August 20, 2004; and William A. and Mary M. Bertelson, Husband and Wife, as Joint Tenants, hereinafter called "Offerors", and the COUNTY OF WASHOE, a political subdivision of the State of Nevada, hereinafter referred to as "Offeree".

WITNESSETH:

That the Offerors, do by these presents irrevocably dedicate unto the Offeree and to its assigns forever—to the extent not previously irrevocably dedicated to Offeree pursuant to that certain Irrevocable Offer of Dedication dated March 28, 2005, and recorded in the official records of Washoe County, Nevada, on March 29, 2005, as Document Number 3189717—all that certain tract, piece or parcel of land situate in the County of Washoe, State of Nevada, and more particularly described and depicted in the legal description attached hereto and by this reference made a part hereof.

TOGETHER WITH, all and singular the tenements, hereditaments, and appurtenances thereunto belonging or appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

Exhibit A

TO HAVE AND TO HOLD, all and singular, the premises together with the appurtenances, unto the said Offeree and to its assigns, forever.

THE OFFER OF DEDICATION is rejected at this time, but the Irrevocable Offer of Dedication shall remain open indefinitely in accordance with NRS 278.390, and the Offeree may by resolution at any later date and without any further action by the Offerors, accept this dedication, which acceptance shall be recorded in the office of the Washoe County Recorder.

IN WITNESS WHEREOF, Offerors have caused these presents duly to be executed the day and year first above written.

The David and Dusty Durkee Family Trust Agreement dated August 20, 2004

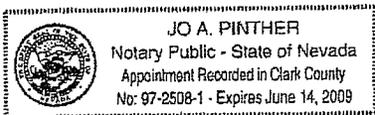
By: [Signature]  
David E. Durkee and Dustanne E. Durkee,  
Co-Trustees

William A. and Mary M. Bertelson, Husband and Wife,  
as Joint Tenants

By: [Signature]  
William A. Bertelson and Mary M. Bertelson

STATE OF NEVADA        )  
  )  
COUNTY OF WASHOE    )

This instrument was acknowledged before me on 11/2, 2007, by David E. Durkee and Dustanne E. Durkee, as Co-Trustees under The David and Dusty Durkee Family Trust Agreement dated August 20, 2004.



[Signature]  
Notary Public  
My Commission Expires: 6-14-09

Exhibit A

STATE OF NEVADA        )  
                                  )  
COUNTY OF WASHOE     )

This instrument was acknowledged before me on  
11/2, 2007, by William A. Bertelson and Mary M.  
Bertelson, husband and wife.

Jo A. Pinter  
Notary Public  
My Commission Expires: 6-14-09

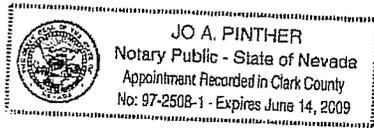


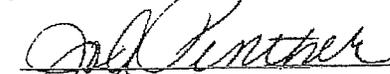
Exhibit A

Danielle M. Durkee

By:   
Danielle M. Durkee

STATE OF NEVADA     )  
  )  
COUNTY OF WASHOE    )

This instrument was acknowledged before me on  
11/5, 2007, by Danielle M. Durkee.

  
Notary Public  
My Commission Expires: 6-14-09

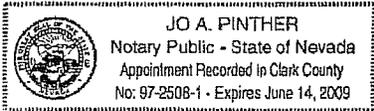


Exhibit A

Accepted for the County of Washoe, by and  
through the Director of Community Development

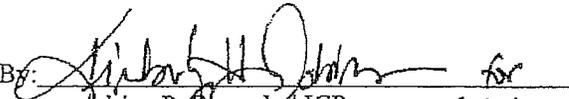
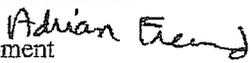
By:  for  
Adrian P. Freund, AICP  
Director of Community Development 

Exhibit A

LEGAL DESCRIPTION

Portions of the South One-Half (S 1/2) of Section 19, Township 19 North, Range 19 East, M.D.M., situate within Washoe County, Nevada.

Parcel 1

A strip of land 21 feet in width, the Northerly line being the Northerly line of Parcel 2, on Parcel Map #1298 filed as Document #769502 on 11/20/1981 Official Records of Washoe County, Nevada, and a strip of land 21 feet in width, the Southeasterly line being the Southeasterly line of said Parcel 4 on said Parcel Map #1298. The ends of said strip of land to be lengthened or shortened to terminate on the parcel lines.

Parcel 2

Portions of Parcels 2,3, and 4 as shown on Parcel Map #1298 filed as Document #769502 on 11-20-1981, Official Records Washoe County, described as follows:

Commencing at the Southeast corner of said Parcel 3;  
Thence along the Southerly line of said Parcel 3 N 86°58'05" W, a distance of 283.01 feet;  
Thence N 89°23'41" W, a distance of 554.74 feet to the point of beginning of the centerline of a 42.00 foot wide strip of land;  
Thence along a non-tangent curve, concave southeast, having a radius of 280.00 feet, through a central angle of 56°46'21", an arc distance of 277.44 feet, and a chord bearing N 25°51'34" E, 266.23 feet;  
Thence N 54°14'44" E, a distance of 177.62 feet;  
Thence along a tangent curve to the right, having a radius of 265.00 feet, through a central angle of 45°41'15", an arc distance of 211.31 feet, and a chord bearing N 77°05'22" E, 205.76 feet;  
Thence S 80°04'00" E, a distance of 50.00 feet;  
Thence along a tangent curve to the left, having a radius of 200.00 feet, through a central angle of 35°40'49", an arc distance of 124.55 feet, and a chord bearing N 82°05'35" E, 122.54 feet to a point of reverse curvature;  
Thence along said reverse curve, having a radius of 200.00 feet, through a central angle of 30°28'48", and arc distance of 106.40 feet, and a chord bearing of N 79°29'35" E, 105.15 feet to a point of reverse curvature;  
Thence along said reverse curve, having a radius of 200.00 feet, through a central angle of 33°12'55", an arc distance of 115.94 feet, and a chord bearing N 78°07'32" E, 114.33 feet;  
Thence N 61°31'05" E, a distance of 19.06 feet to a point on the Easterly line of said Parcel 3, the point of ending.

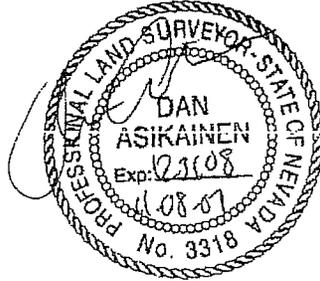
Exhibit A

The ends of said strip of land to be lengthened or shortened to terminate on the parcel lines of said Parcel 3.

Containing 45,457 square feet more or less.

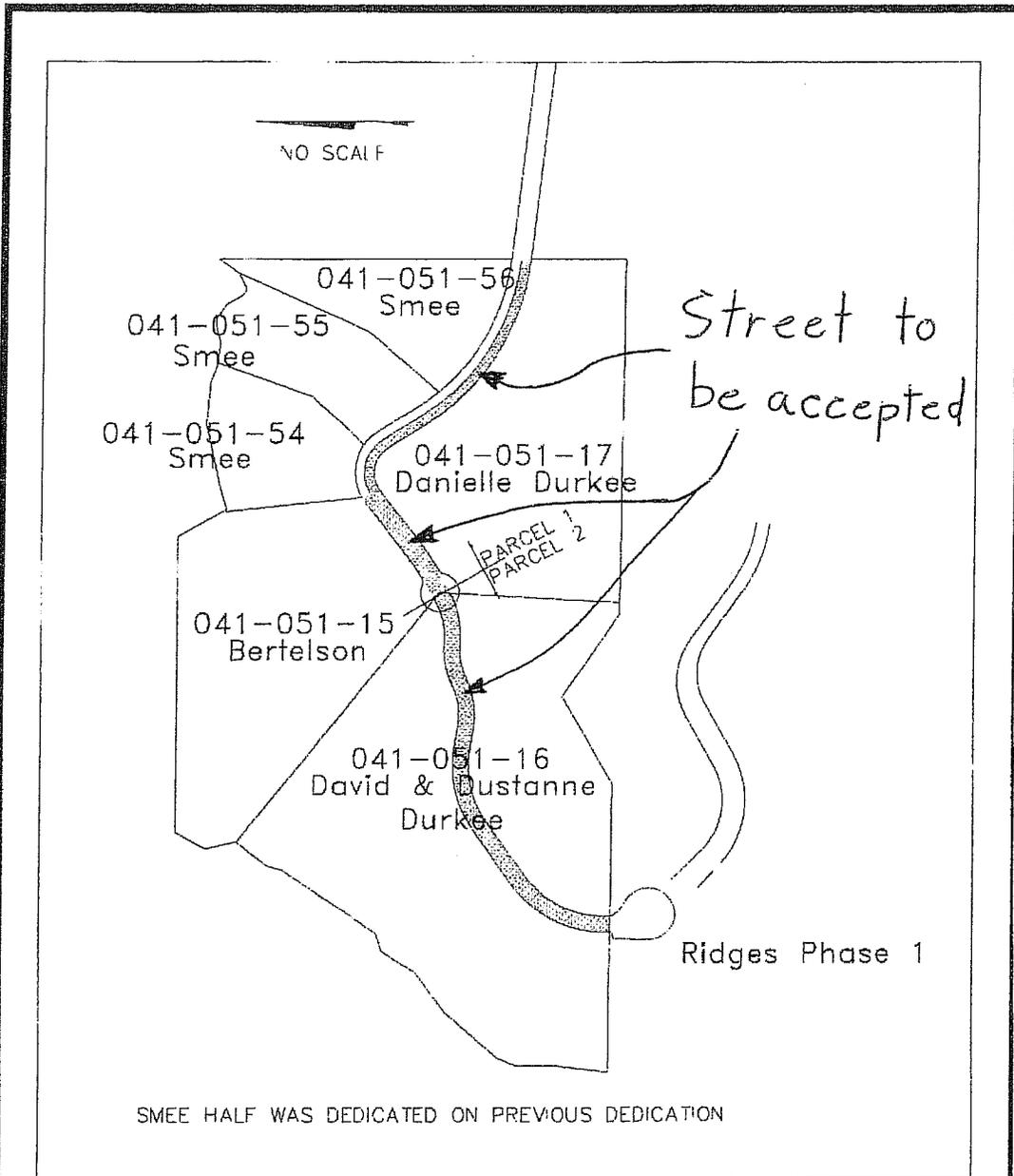
Basis of bearings of this description is Nevada State Plane Coordinates, West Zone, NAD 83/94.

Dan Asikainen, P.L.S. #3318  
Jeff Codega Planning / Design  
750 Sandhill Road  
Reno, NV 89521



W:\24\240-\2405\05\Easements\CountyOfferDedicationRev.doc

Exhibit A



P:\24-240-2405-0005\Final Map\THE EDGE FINAL MAP AUTOCAD DR\SHEET 2 DR.dwg,PLAT, 11/08/2007 09:57 am dasikalnen



**JEFF CODEGA**  
PLANNING/DESIGN, INC.  
750 Sandhill Road  
Reno, Nevada 89521  
(775) 322-5100  
FAX (775) 322-1551

**IRREVOCABLE OFFER OF DEDICATION**  
**WOODCHUCK**  
Reno Washoe COUNTY NEVADA

Date: NOV 1, 2007  
Scale: No Scale  
Job No: 2405.005  
EXHIBIT #

Exhibit A



## WASHOE COUNTY RECORDER

OFFICE OF THE RECORDER  
LAWRENCE R. BURTNES, RECORDER

1001 E. NINTH STREET  
POST OFFICE BOX 11130  
RENO, NEVADA 89520-0027  
PHONE (775) 328-3661  
FAX (775) 325-8010

### LEGIBILITY NOTICE

The Washoe County Recorder's Office has determined that the attached document may not be suitable for recording by the method used by the Recorder to preserve the Recorder's records. The customer was advised that copies reproduced from the recorded document would not be legible. However, the customer demanded that the document be recorded without delay as the parties rights may be adversely affected because of a delay in recording. Therefore, pursuant to NRS 247.120 (3), the County Recorder accepted the document conditionally, based on the undersigned's representation (1) that a suitable copy will be submitted at a later date (2) it is impossible or impracticable to submit a more suitable copy.

By my signing below, I acknowledge that I have been advised that once the document has been microfilmed it may not reproduce a legible copy.

*Jaime Deller, Deputy Clerk*  
Signature

*11-14-13*  
Date

*JAIME DELLERA*  
Printed Name

APNs: 041-682-06

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

**DOC # 4298954**

11/14/2013 09:09:37 AM

Requested By  
WASHOE COUNTY CLERK  
Washoe County Recorder  
Lawrence R. Burtness - Recorder  
Fee: \$0.00 RPTT:  
Page 1 of 5



**RESOLUTION ACCEPTING STREETS**

The Edge at Hunter Creek Tract Map 4924, Section 19, Township 19 North, Range 19 East, MDM, Document No. 3811470 recorded October 14, 2009, (Woodchuck Circle) as described and shown on Exhibit "A" (a copy is attached and is incorporated by reference).

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

WHEREAS, certain streets, or portions thereof, were offered for dedication by Tract Map No.4924, Document No. 3811470 recorded on October 14, 2009; and

WHEREAS, said offer of dedication was rejected by the Director of Community Development because said roads were not constructed to Washoe County standards; and

WHEREAS, NRS 278.390 specifically provides that if at the time a final map is approved any streets are rejected, but 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 street for public use; and

WHEREAS, portions of said street have been recently constructed and now meet current County standards; and

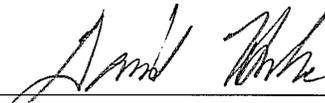
WHEREAS, said street is necessary for public access; and

13-979

WHEREAS, the Washoe County Board of Commissioners finds that it is in the best interest of the public to accept said street.

NOW, THEREFORE, BE IT RESOLVED, by the Washoe County Board of Commissioners, pursuant to NRS 278.390, that the real property shown on Tract Map #4924 (as described and shown on Exhibit "A", a copy is attached and is incorporated by reference) is hereby accepted.

**WASHOE COUNTY BOARD OF COMMISSIONERS**

  
\_\_\_\_\_  
DAVID HUMKE, CHAIRMAN  
11-12  
\_\_\_\_\_, 2013



  
\_\_\_\_\_  
Nancy L. Parent  
County Clerk



Y11211

49214

**CURVE TABLE**

CURVE	LENGTH	BEARING	RADIUS	DELTA
C1	155.46	S85°14'44"E	301.00	274.129
C2	297.30	S51°14'44"E	594.60	548.258
C3	441.15	S17°02'11"E	882.30	812.387
C4	232.76	S51°14'44"E	465.52	429.114
C5	44.84	S85°14'44"E	89.68	81.200
C6	228.05	S51°14'44"E	456.10	421.080
C7	34.91	S85°14'44"E	69.82	63.820
C8	33.17	S51°14'44"E	66.34	61.300
C9	17.48	S85°14'44"E	34.96	31.500
C10	17.48	S51°14'44"E	34.96	31.500
C11	33.17	S85°14'44"E	66.34	61.300
C12	33.17	S51°14'44"E	66.34	61.300
C13	33.17	S85°14'44"E	66.34	61.300
C14	33.17	S51°14'44"E	66.34	61.300
C15	33.17	S85°14'44"E	66.34	61.300
C16	33.17	S51°14'44"E	66.34	61.300
C17	33.17	S85°14'44"E	66.34	61.300
C18	33.17	S51°14'44"E	66.34	61.300
C19	33.17	S85°14'44"E	66.34	61.300
C20	33.17	S51°14'44"E	66.34	61.300
C21	33.17	S85°14'44"E	66.34	61.300
C22	33.17	S51°14'44"E	66.34	61.300
C23	33.17	S85°14'44"E	66.34	61.300
C24	33.17	S51°14'44"E	66.34	61.300
C25	33.17	S85°14'44"E	66.34	61.300
C26	33.17	S51°14'44"E	66.34	61.300
C27	33.17	S85°14'44"E	66.34	61.300

**LINE TABLE**

LINE	LENGTH	BEARING
L1	33.24	S85°14'44"E
L2	17.48	S51°14'44"E
L3	17.48	S85°14'44"E
L4	17.48	S51°14'44"E
L5	17.48	S85°14'44"E
L6	17.48	S51°14'44"E
L7	17.48	S85°14'44"E
L8	17.48	S51°14'44"E
L9	17.48	S85°14'44"E
L10	17.48	S51°14'44"E
L11	17.48	S85°14'44"E
L12	17.48	S51°14'44"E
L13	17.48	S85°14'44"E
L14	17.48	S51°14'44"E
L15	17.48	S85°14'44"E
L16	17.48	S51°14'44"E
L17	17.48	S85°14'44"E
L18	17.48	S51°14'44"E
L19	17.48	S85°14'44"E
L20	17.48	S51°14'44"E
L21	17.48	S85°14'44"E
L22	17.48	S51°14'44"E
L23	17.48	S85°14'44"E
L24	17.48	S51°14'44"E
L25	17.48	S85°14'44"E
L26	17.48	S51°14'44"E
L27	17.48	S85°14'44"E
L28	17.48	S51°14'44"E
L29	17.48	S85°14'44"E
L30	17.48	S51°14'44"E

**PROJECT TOTALS**

TOTAL AREA = 12.80 ACRES  
 NUMBER OF LOTS = 8 (WITH THIS PLAN)  
 TOTAL LOT AREA = 42,240 SF  
 TOTAL ROW AREA = 42,240 SF  
 TOTAL NUMBER OF LOTS RECORDED PER TENTATIVE MAP NO. 11065-0-3 = 20 LOTS PER TRACT MAP NO. 4833

**REFERENCES**

(1) RECORD OF SURVEY NO. 4805  
 (2) RECORD OF SURVEY NO. 3570322, DATED SEPT. 18, 2007  
 (3) PARCEL MAP NO. 4833, DOCUMENT NO. 789502  
 (4) TRACT MAP NO. 4833, DOCUMENT NO. 207299

**NOTES**

1. FOUND PER ROW NO. 4805 OR AS NOTED  
 2. PUBLIC UTILITY & CABLE TV EASEMENT  
 3. 5/8" S&T IRREGULAR PLATS 12x40 AT BOUNDARY CORNERS AS SHOWN  
 4. REFERENCE NUMBER  
 5. LOT AREA IN SQUARE FEET  
 6. DIMENSION POINT, NOTHING FOUND OR SET  
 7. SECTION CORNER AS NOTED  
 8. 90° DRAINAGE EASEMENT (1)  
 9. HUNTER CREEK

**MINIMUM SETBACK REQUIREMENTS**

REGULATORY ZONE	GENERAL RURAL (GR) LOW DENSITY SUBURBAN (LDS)
MINIMUM LOT AREA REQUIRED FOR REVIEW PURPOSES	COMMON OPEN SPACE DEVELOPMENT
MINIMUM LOT WIDTH	COMMON OPEN SPACE DEVELOPMENT
MINIMUM FRONT YARD	30 FEET
MINIMUM SIDE YARD	12 FEET
MINIMUM REAR YARD	30 FEET
MINIMUM BUILDING HEIGHT	35 FEET/2 STORY MAXIMUM

NOTE: VARIANCES TO THESE STANDARDS MAY BE PROCESSED PER WASHOE COUNTY CODE.

**GENERAL NOTES**

1. A 10 FOOT PUBLIC UTILITY, TRAFFIC CONTROL, SIGNAL AND BLOWER SIGN EASEMENT SHALL BE LOCATED ALONG ALL STREET RIGHTS-OF-WAY. THE 10 FOOT PLOWED SNOW STORAGE EASEMENT IS FOR PLOWED SNOW FROM THE STREET ALONG ALL STREET UNLESS OTHERWISE NOTED. A 5 FOOT PUBLIC UTILITY AND PRIVATE DRAINAGE EASEMENT SHALL BE LOCATED ALONG ALL SIDE AND REAR LOT UNLESS OTHERWISE NOTED.

2. A PUBLIC UTILITY EASEMENT IS ALSO HEREBY GRANTED WITHIN EACH LOT FOR THE EXCLUSIVE PURPOSE OF INSTALLING AND MAINTAINING UTILITY FACILITIES TO THAT LOT AND THE RIGHT TO EXIST THAT LOT WITH SAID UTILITY FACILITIES FOR THE PURPOSE OF THE UTILITY COMPANY.

3. THE UTILITY EASEMENTS SHOWN AND NOTED ON THIS PLAN INCLUDE USE FOR THE INSTALLATION AND MAINTENANCE OF CABLE TELEVISION AND TELEPHONE SERVICE.

4. NO DONOR OR TENANT SHALL OBLIGATE A DRAINAGE EASEMENT OR CHANGE WITHIN THIS TRACT.

5. NO CERTIFICATE OF OCCUPANCY SHALL BE ISSUED UNTIL THE WATER AND SEWER FACILITIES HAVE BEEN COMPLETED AND ACCEPTED BY THE WASHOE COUNTY UTILITY DIVISION.

6. HIGH-PRESSURE SPRINKLER SHALL BE LOCATED ON A FAULT THAT HAS BEEN ACTIVE DURING THE HOLOCENE EPOCH OF GEOLOGIC TIME.

7. A PUBLIC TRAIL AND CONSERVATION EASEMENT IS HEREBY GRANTED BETWEEN THE NORTHWESTERLY PROPERTY USE AND THE SOUTHWESTERLY PROPERTY USE AND SHALL BE MAINTAINED AND PERPETUALLY FUNDED BY THE HOMEOWNER'S ASSOCIATION.

8. DRAINAGE FACILITIES ARE NOT TO BE MAINTAINED BY WASHOE COUNTY AND SHALL BE MAINTAINED AND PERPETUALLY FUNDED BY THE HOMEOWNER'S ASSOCIATION.

9. PARCEL CORNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF DRAINAGE FACILITIES AND THE NATURAL DRAINAGE FACILITIES SHOWN ON THIS PLAN SHALL BE MAINTAINED AND PERPETUALLY FUNDED BY THE HOMEOWNER'S ASSOCIATION.

10. HEREBY GRANTED WITHIN EACH LOT TO THE AFFECTED PROPERTY AS MAY BE NECESSARY FOR THE PERPETUATION AND MAINTENANCE OF THE NATURAL DRAINAGE FACILITIES AND IMPROVED DRAINAGE FACILITIES.

11. THE HOMEOWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ANY OF THE DRAINAGE FACILITIES SHOWN ON THIS PLAN. THESE FACILITIES SHALL BE PERPETUALLY MAINTAINED AND OPERATED AND THE RIGHT OF ACCESS FOR MAINTENANCE AND OPERATION WILL NOT BE LOANED TO VALID HOLDERS OF THOSE RIGHTS.

**UNITED STATES OF AMERICA**  
 038-190-45  
 30' DRAINAGE EASEMENT (1)  
 HUNTER CREEK

**041-051-15**  
 Berfelson  
 PUBLIC TRAIL AND CONSERVATION EASEMENT

**041-661-08**  
 Durkas Meriton E Trust  
 041-051-17

**041-661-10**  
 Ridges At Hunter Creek  
 Tract Map 4833

**041-661-11**  
 Thompson Family  
 041-661-12

**041-661-09**  
 041-661-10

**041-661-10**  
 041-661-11

**041-661-11**  
 041-661-12

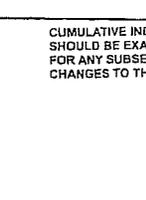
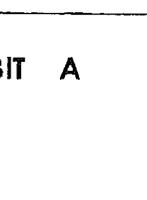
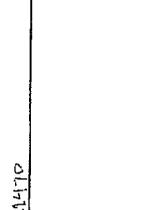
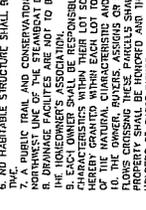
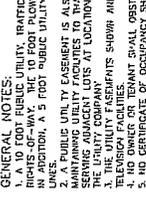
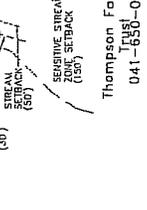
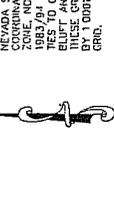
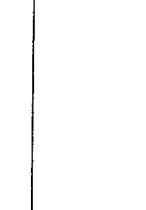
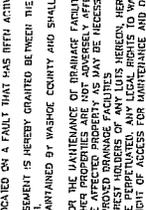
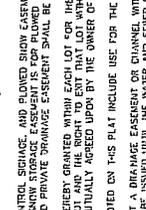
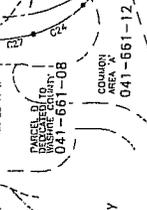
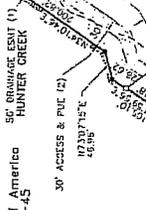
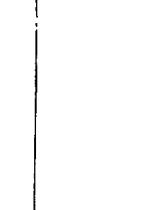
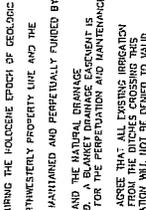
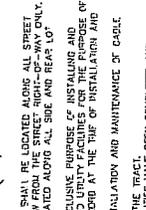
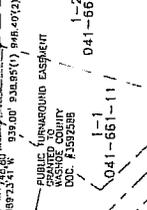
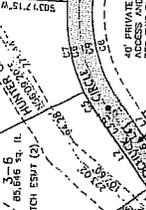
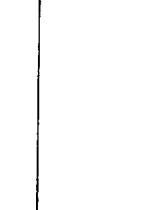
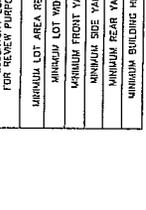
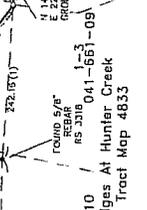
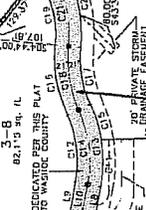
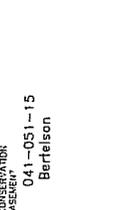
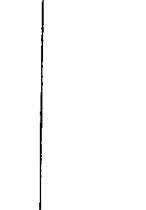
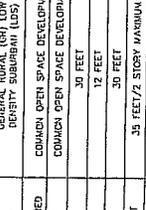
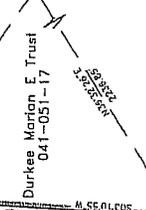
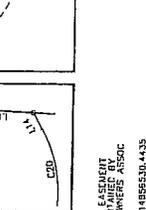
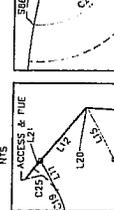
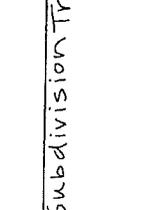
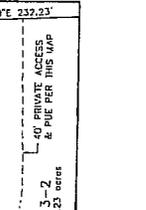
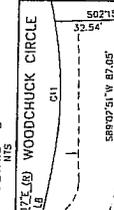
**041-661-12**  
 041-661-13

**041-661-13**  
 041-661-14

**041-661-14**  
 041-661-15

**041-661-15**  
 041-661-16

**041-661-16**  
 041-661-17





## WASHOE COUNTY RECORDER

OFFICE OF THE RECORDER  
LAWRENCE R. BURTNES, RECORDER

1001 E. NINTH STREET  
POST OFFICE BOX 11130  
RENO, NEVADA 89520-0027  
PHONE (775) 328-3661  
FAX (775) 325-8010

### LEGIBILITY NOTICE

The Washoe County Recorder's Office has determined that the attached document may not be suitable for recording by the method used by the Recorder to preserve the Recorder's records. The customer was advised that copies reproduced from the recorded document would not be legible. However, the customer demanded that the document be recorded without delay as the parties rights may be adversely affected because of a delay in recording. Therefore, pursuant to NRS 247.120 (3), the County Recorder accepted the document conditionally, based on the undersigned's representation (1) that a suitable copy will be submitted at a later date (2) it is impossible or impracticable to submit a more suitable copy.

By my signing below, I acknowledge that I have been advised that once the document has been microfilmed it may not reproduce a legible copy.

Jaime DeLlera, Deputy Clerk  
Signature

11-14-13  
Date

JAIME DELLEKA  
Printed Name

**DOC # 4298952**

11/14/2013 09:09:37 AM

Requested By  
WASHOE COUNTY CLERK  
Washoe County Recorder  
Lawrence R. Burtness - Recorder  
Fee: \$0.00 RPTT:  
Page 1 of 7

APN: 041-051-52 (formerly 041-051-21)

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



**RESOLUTION ACCEPTING REAL PROPERTY**  
**FOR USE AS A PUBLIC STREET**  
**(WOODCHUCK CIRCLE)**

Irrevocable Offer of Dedication, Woodchuck Circle, Section 19, Township 19 North, Range 19 East as described and shown in Exhibit "A" (a copy is attached and is incorporated by reference), DOCUMENT #3592585 RECORDED November 8, 2007.

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

WHEREAS, certain real property as described in Exhibit "A" (a copy is attached and is incorporated by reference) to be used as a public street was offered for dedication by Irrevocable Offer of Dedication, Document No. 3592585 recorded on November 8, 2007; and

WHEREAS, said offer of dedication was rejected by the Director of Community Development because said street improvements on real property to be used as a public street were not constructed to Washoe County standards; and

WHEREAS, NRS 278.390 specifically provides that if the real property as described in Irrevocable Offer of Dedication Document No. 3592585 is rejected, the offer of dedication shall be deemed to remain open and the governing body may by resolution

13-979

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, street improvements on portions of said real property being used as a public street right-of-way have been recently constructed and now meet current County standards; and

WHEREAS, said real property is necessary for public access; and

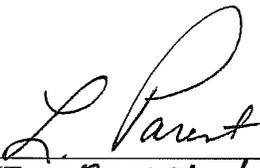
WHEREAS, the Washoe County Board of Commissioners finds that it is in the best interest of the public to accept said real property.

NOW, THEREFORE, BE IT RESOLVED, by the Washoe County Board of Commissioners, pursuant to NRS 244.270, that the real property offered by Irrevocable Offer of Dedication Document No. 3592585 Recorded November 8, 2007, is hereby accepted.

**WASHOE COUNTY BOARD OF COMMISSIONERS**

  
\_\_\_\_\_  
DAVID HUMKE, CHAIRMAN  
11-12  
\_\_\_\_\_, 2013



  
\_\_\_\_\_  
Nancy L. PARENT  
County Clerk

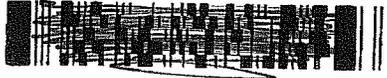
DOC # 3592585

11/08/2007 03:19:08 PM

Requested By  
WASHOE COUNTY  
Washoe County Recorder  
Kathryn L. Burke - Recorder  
Fee: \$0.00 RPTT: \$0.00  
Page 1 of 5

APN: 041-051-21

The Ridges at Hunter Creek  
(Subdivision Name)



When recorded, return to:  
Washoe County Engineering  
P.O. Box 11130  
Reno, Nevada 89520

IRREVOCABLE OFFER OF DEDICATION

THIS IRREVOCABLE OFFER OF DEDICATION, made and entered into this 8<sup>th</sup> day of November, 2007, by and between RAY W. YORK and ELAINE A. YORK, husband and wife, hereinafter called "Offerors", and the COUNTY OF WASHOE, a political subdivision of the State of Nevada, hereinafter referred to as "Offeree".

WITNESSETH:

That the Offerors, do by these presents irrevocably dedicate unto the Offeree and to its assigns forever, all that certain tract, piece or parcel of land situate in the County of Washoe, State of Nevada, and more particularly described and depicted in the exhibits attached hereto and by this reference made a part hereof.

TOGETHER WITH, all and singular the tenements, hereditaments, and appurtenances thereunto belonging or appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the premises together with the appurtenances, unto the said Offeree and to its assigns, forever.

THE OFFER OF DEDICATION is rejected as this time, but the Irrevocable Offer of Dedication shall remain open indefinitely in accordance with NRS 278.390, and the Offeree may by resolution at any later date and without any further action by the Offerors, accept this dedication, which acceptance shall be recorded in the office of the Washoe County Recorder.

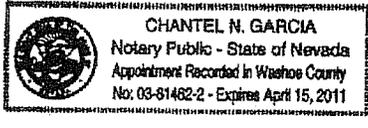
Exhibit A

IN WITNESS WHEREOF, Offerors have caused these presents duly to be executed the day and year first above written.

Ray W. York  
RAY W. YORK  
Elaine A. York  
ELAINE A. YORK

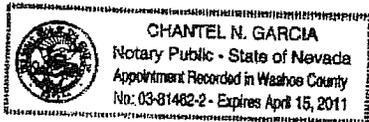
STATE OF NEVADA )  
                                  )  
COUNTY OF WASHOE )

This instrument was acknowledged before me on October 31<sup>st</sup>, 2007, by Ray W. York.

 CHANTEL N. GARCIA  
Notary Public - State of Nevada  
Appointment Recorded in Washoe County  
No. 03-81462-2 - Expires April 15, 2011  
Chantel N. Garcia  
NOTARY PUBLIC  
My Commission Expires: 4/15/11

STATE OF NEVADA )  
                                  )  
COUNTY OF WASHOE )

This instrument was acknowledged before me on October 31<sup>st</sup>, 2007, by Elaine A. York.

 CHANTEL N. GARCIA  
Notary Public - State of Nevada  
Appointment Recorded in Washoe County  
No. 03-81462-2 - Expires April 15, 2011  
Chantel N. Garcia  
NOTARY PUBLIC  
My Commission Expires: 4/15/11

Accepted for the County of Washoe, by and through the Director of Community Development.

By: Adrian P. Freund for Adrian Freund  
ADRIAN P. FREUND, AICP  
Director of Community Development

Exhibit A

**EXHIBIT A**

Located in the SE ¼ of Section 19, T. 19 N., R. 19 E., M.D.M., Washoe County, Nevada described as follows:

Commencing at the most northeasterly corner of Parcel B, as shown on Parcel Map No. 1118, File No. 679413, Official Records of Washoe County, Nevada;  
Thence along the Northerly line of said Parcel B S 72°00'54" W a distance of 148.00 feet;  
Thence along said line N 34°23'32" W a distance of 193.87 feet to a point on a tangent curve to the left and the Point of Beginning;  
Thence along said curve, having a radius of 195.00 feet, through a central angle of 63°44'04", a distance of 216.91 feet;  
Thence N 81°52'26" E a distance of 121.22 feet;  
Thence S 34°23'32" E a distance of 121.22 feet to the Point of Beginning.  
Containing 2,489 sq. ft. more or less.

The basis of bearing for this description is Nevada State plane Coordinate System, West Zone.

Dan Asikainen, P.L.S. #3318  
Jeff Codega Planning / Design  
433 West Plumb Lane  
Reno, NV 89509



W:\24\240-  
\2405\04\abandonment\EXHIBIT A-easement.doc

Exhibit A

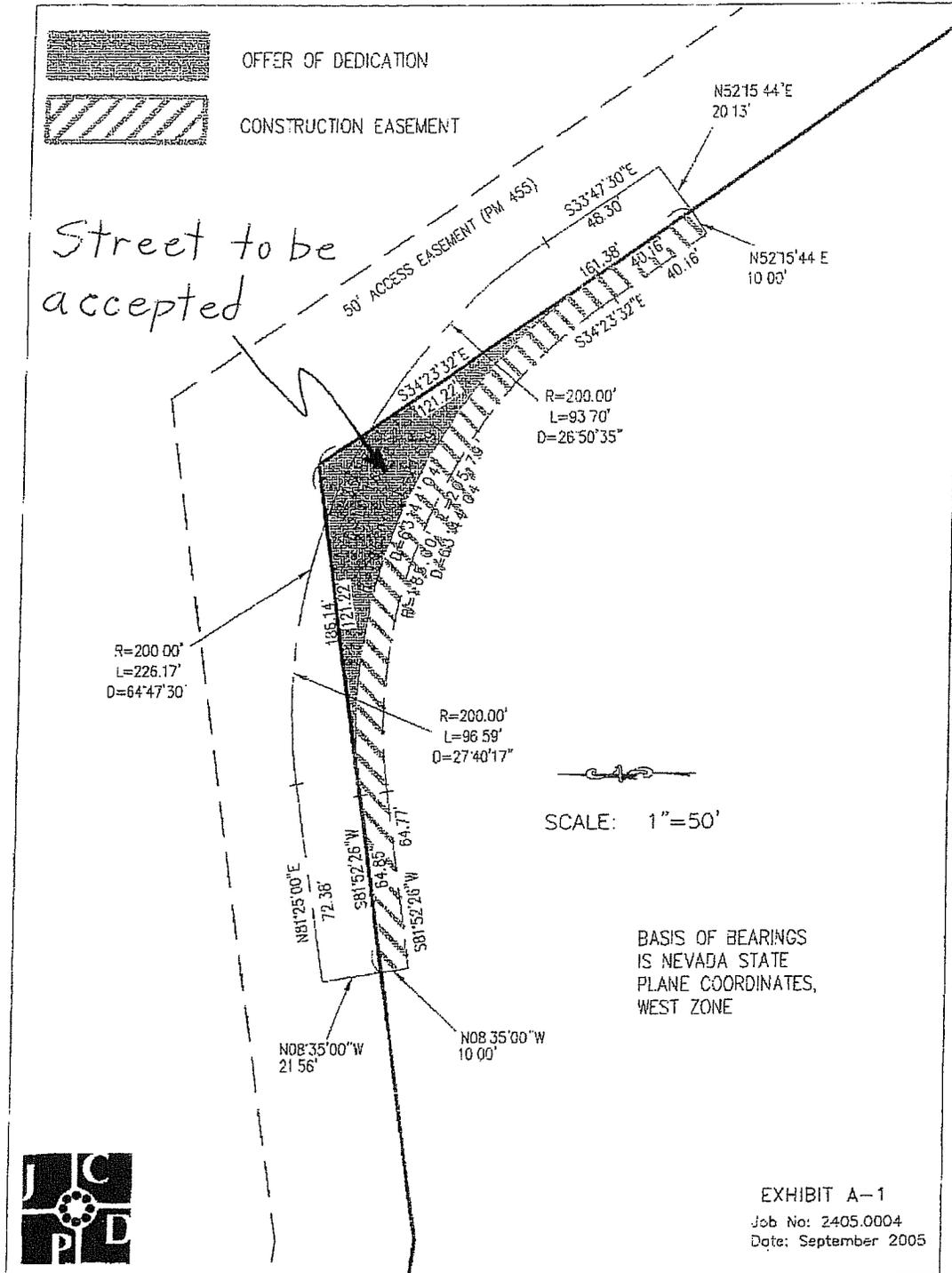


Exhibit A



**INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES**

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

**Department of Employment, Training and Rehabilitation  
Rehabilitation Division  
Business Enterprises of Nevada  
Tami Nash ~ [tnash@nvdeetr.org](mailto:tnash@nvdeetr.org)  
500 East Third Street  
Carson City, NV 89713  
ph: (775) 684-3900 ~ fx: (775) 684-3848**

and

**Washoe County  
P.O. Box 11130  
Reno, NV 89520  
Wendy Pitts ~ [wpitts@washoecounty.us](mailto:wpitts@washoecounty.us)  
ph: (775) 328-2045 ~ fx: (775) 328-3699  
EIN 88-600138  
T40283400**

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 hereinafter set forth are both necessary 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 from December 1, 2013 to September 30, 2017, 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 State and/or federal 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.

13-980

964

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: STATEMENT OF STIPULATIONS  
ATTACHMENT B: WASHOE COUNTY SNACK BAR and VENDING LOCATIONS

7. CONSIDERATION. Business Enterprises of Nevada (BEN) agrees to provide a vendor or operator to provide services set forth in paragraph six (6). Any intervening end to an annual or 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 and 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 other party, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable regulations and statutes.
  - b. Inspection and Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the other party, the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.
  - c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained by each party for a minimum of 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.
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. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.
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

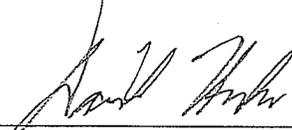
limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

13. INDEMNIFICATION. Neither party waives any right or defense to indemnification that may exist in law or equity.
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 nonenforceability 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 or this Contract, 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 State of Nevada 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**

 11-12-13 Washoe County Chairman  
David Humke Date Title

**Department of Employment, Training and Rehabilitation**

Shelley Hendren Date Administrator, Rehabilitation Division Title

Frank Woodbeck Date Director, Department of Employment, Training and Rehabilitation Title

Signature – Nevada State Board of Examiners APPROVED BY BOARD OF EXAMINERS  
On \_\_\_\_\_ (Date)

Approved as to form by:  
Deputy Attorney General for Attorney General, State of Nevada On \_\_\_\_\_ (Date)

**Attachment AA**  
**STATEMENT OF STIPULATIONS**

Department of Employment, Training and Rehabilitation  
Rehabilitation Division  
Business Enterprises of Nevada

and

Washoe County

Pursuant to the provisions of NRS 277.180 by and between the Washoe County, hereinafter individually referred to as "COUNTY" and the Rehabilitation Division of the Department of Employment, Training and Rehabilitation hereinafter referred to as "AGENCY".

**Snack Bar and Cafeteria Services**

1. As used in this Statement of Stipulations, the term "AGENCY" means the Rehabilitation Division of the Department of Employment, Training and Rehabilitation. The term "OPERATOR" means the licensed BEN operator assigned to the COUNTY location(s) and the snack bar or vending sites within each COUNTY location.
2. This Interlocal Agreement covers snack bar and/or vending services and all subcontractors partnering with the AGENCY or a designated OPERATOR at any and all COUNTY locations outlined in Attachment BB – Washoe County Snack Bar and Vending Locations. Additional locations may be added upon approval of the AGENCY and the COUNTY. The AGENCY reserves the right to decrease the number of locations as deemed in best interest of the State.
3. Hours of Operations: Vending services will be available during those hours as agreed upon between each OPERATOR and the manager(s) of each individual COUNTY location. Snack bars will operate during the hours agreed upon between each OPERATOR and the manager(s) of each individual COUNTY location.
4. The AGENCY will ensure that the OPERATOR will prepare a menu of meals, meal items, snacks and beverages including any special menu items for display, with prices, at the each individual COUNTY location.
5. The AGENCY will assure, through the OPERATOR, the sanitary operation of each individual snack bar/cafeteria COUNTY location. Janitorial services for all kitchen areas and eating areas will be paid by the AGENCY or the OPERATOR.
6. The COUNTY will be responsible for all utility costs assigned to the vending area to include electricity, gas, water and rubbish disposal.
7. The OPERATOR assigned each individual COUNTY location will be responsible for his/her own phone bills. The authority responsible for the management of each COUNTY location will provide appropriate access to phone lines and phone jacks in each snack bar/cafeteria area.
8. The AGENCY will ensure vending machines owned or operated by the AGENCY or vending machines owned or operated by the OPERATOR located within COUNTY property will be

maintained with a sufficient supply of snacks, sodas or other beverages. Vending machines will be cleaned and maintained by the OPERATOR in accordance with manufacturer instructions. Recycling containers will be emptied on a routine basis. Complaints regarding machine malfunction or supply concerns will be addressed by the OPERATOR within 2 business days.

9. The AGENCY will ensure the assigned OPERATOR is responsible for secured, on-site storage of all food products. Because storage space is frequently limited, food products will be appropriately, separately, securely stored and accessible only by authorized personnel.
10. The AGENCY will assure, through the OPERATOR, all dining areas are maintained in a clean and sanitary manner. Tables and chairs will be wiped down frequently during periods of heavy use so as to maintain an attractive and sanitary appearance.
11. As required by SAM 0333.0 locations where vending machines dispensing beverages in aluminum cans, or contracts with an outside vending provider to service vending machines dispensing beverages in aluminum cans are provided, the AGENCY will ensure (a) a bin or other suitable receptacle for the collection of empty cans is provided and (b) will ensure recyclable materials are periodically collected and delivered to an appropriate recycling center or non-profit organization that collect cans.
12. The AGENCY will ensure that the OPERATOR complies with the security procedures and guidelines as established by the manager each individual COUNTY location. The location manager shall provide the OPERATOR keys as appropriate for facility, food preparation, storage and distribution areas. As appropriate, the OPERATOR will be issued a security card or pass for access to the building.
13. The AGENCY will address and assist the OPERATOR to resolve any quality and quantity control issues or any other matters arising as a result of this Statement of Stipulations.
14. The AGENCY will ensure the OPERATOR will comply fully with all applicable health codes and post, in a conspicuous location, the rating achieved on the most recent health inspection.
15. The AGENCY will periodically request feedback from the COUNTY as to the quality of services provided by the OPERATOR to each individual COUNTY location as well as the cleanliness of the operation and the quality of customer service.

**Attachment BB**  
**WASHOE COUNTY SNACK BAR and VENDING SITES**

Washoe County Family Court 1 South Sierra Street Reno, NV 89501	Washoe County Courthouse 75 Court Street Reno, NV 89501
Washoe County Administrative Buildings 1001 9th Street Reno, NV 89501	Regional Public Safety Training Center 5190 Spectrum Boulevard Reno, NV 89512
Washoe County Sheriff Office 911 Parr Boulevard Reno, NV 89512	Bowers Mansion Pool <i>(located in Washoe Valley on Old US 395)</i> 4005 US Highway 395 North Carson City, NV 89701
Washoe County Senior Services 1155 East 9th Street Reno, NV 89512	Washoe County Library (Downtown) 301 South Center Street Reno, NV 89501
Washoe County Library (Spanish Springs) 7100-A Pyramid Lake Highway Sparks, NV 89436	Washoe County Library (South Valleys) 15650-A Wedge Parkway Reno, NV 89511
Washoe County Public Defender 350 South Center Street, 5th Floor Reno, NV 89520	Washoe County Library (Sparks) 1125 12th Street Sparks, NV 89431
Washoe County Animal Services 2825-A Longley Lane Reno, NV 89502	Washoe County Emergency Management 5195 Spectrum Boulevard Reno, NV 89512
Washoe County Water Resources/Operations 4930 Energy Way Reno, NV 89502	

Additional locations may be added upon approval of the AGENCY and the COUNTY. The AGENCY reserves the right to decrease the number of locations as deemed in best interest of the State.

AMENDMENT #1 TO INTERLOCAL AGREEMENT

Between Washoe County Health District

And

Washoe County through its  
Department of Juvenile Services

AMENDMENTS: All provisions of the original agreement, attached hereto as Attachment A, remain in effect with the exception of the following:

A. The District agrees to:

**Current Contract Language:**

1. Provide, at no charge to the County, PPD solution for Tuberculosis testing, and STD/TB treatment medications to be utilized per medical protocol.
2. Provide diagnostic services per medical protocol or consultant physician order when indicated to screen for tuberculosis (Chest X-Rays, CT, or IGRA) for uninsured detainees.
3. Provide the services of the District's contract pharmacist to prepare medications for APN to administer and dispense per APN protocol signed by collaborating physician.
4. Make available minor acute care medications, at the District's cost, which would include pharmacy time and materials.
5. Pay for chlamydia, gonorrhea, HIV and syphilis screening as itemized on the State Lab invoice.
6. Sterilize the County's medical equipment on an as-needed basis.
7. Provide training or Technical Assistance for topics related to this agreement as indicated, and as the District is able.
8. Contract Pharmacist and Laboratory Consultant will submit monthly invoice(s) to the County itemizing the costs of minor acute care medications, laboratory consultant time and pharmacy time and materials.
9. Provide access and training of the Insight database/STD Module to county personnel.

**Amended Contract Language:**

1. Provide, at no charge to the County, PPD solution for Tuberculosis testing, and STD/TB treatment medications to be utilized per medical protocol to treat Wittenberg juveniles. (See Exhibit C for list of medications for chlamydia, gonorrhea, and syphilis and TB treatment).
2. Provide diagnostic services per medical protocol or consultant physician order when indicated to screen for tuberculosis (Chest X-Rays, CT, or IGRA) for uninsured Wittenberg juveniles.
3. For Wittenberg juveniles who may not have the opportunity to receive chlamydia, gonorrhea and/or HIV testing by County staff the District will:
  - a. Provide personnel and equipment for said testing
  - b. Track and properly dispose of sharps in an appropriate sharps container.

13-983

- c. Transport all specimens to the District or the Nevada State Public Health Lab.
  - d. Provide a list of all tested juveniles to the Wittenberg Clinic.
  - e. Contact all positive individuals and provide them with treatment, unless the juvenile is still at Wittenberg; then the County will provide the juvenile's treatment.
  - f. Provide counseling and education of clients using the Center for Disease Control's Respect model (best practice model).
  - g. For rapid HIV positive clients the District will facilitate confirmatory testing. If County staff is not able to assist with testing prior to the juvenile's discharge from Wittenberg the District staff will assist with referral and transportation assistance of the juvenile to the District for confirmatory testing. The District will assist any HIV positive clients with linkage to HIV care.
4. Provide the services of the District's contract pharmacist to prepare medications for APN to administer and dispense per APN protocol signed by collaborating physician.
  5. Make available minor acute care medications, at the County's cost, which would include pharmacy time and materials.
  6. Pay for chlamydia, gonorrhea, HIV and syphilis screening as itemized on the State Lab invoice.
  7. Sterilize the County's medical equipment on an as-needed basis.
  8. Community and Clinical Health staff will provide training or technical assistance for topics related to this agreement as indicated and deemed necessary by the District.
  9. Submit a monthly invoice to the County itemizing the costs of minor acute care medications, laboratory consultant time and pharmacy time and materials.

B. The County agrees to:

**Current Contract Language:**

1. Screen Juvenile Service's detainees for tuberculosis, chlamydia, gonorrhea, HIV and syphilis and forward applicable tests to the Nevada State Lab.
2. Forward Lab and diagnostic logs to the District to facilitate payment verification by the 15<sup>th</sup> of every following month.
3. In Insight, complete applicable STD/HIV testing sections along with required information in the registration and encounter information sections for every patient screened. In the event of data bases inaccessibility:
  - Complete and forward Sexually Transmitted infection Survey forms (STIS) for every patient screened for Chlamydia, gonorrhea, HIV and syphilis.
  - Complete STD/HIV Outreach Testing Form for every HIV client screened for Chlamydia, gonorrhea, HIV and syphilis.
4. Forward updated/revised APN protocol to the District annually upon ratification of this contract.
5. Pay for minor acute care medications, laboratory consultant time and pharmacy costs and materials.
6. Pick-up medications from the District within mutually agreed time frame.
7. Consent to APN's participation on the District's Family Planning Advisory Board.
8. Enter appropriate data into the insight database/STD Module.

**Amended Contract Language:**

1. Screen Wittenberg juveniles for tuberculosis, chlamydia, gonorrhea, HIV and syphilis and forward applicable tests to the Nevada State Lab.
2. Work with the District to obtain Quantiferon testing of Wittenberg juveniles that may have a suspected false positive Tuberculin Skin Test as a result of previous administration of the Bacillus Calmette-Guerin (BCG) vaccine.
3. Assist in increasing the number of Wittenberg juveniles that receive STD testing by working with the District to allow chlamydia, gonorrhea and/or HIV testing through District staff at the Wittenberg facility:
  - a. The County agrees to work with the District to identify juveniles, which are likely to be discharged before the County can provide STD testing. The District will offer chlamydia, gonorrhea and/or rapid HIV testing to these juveniles.
  - b. Assure the safety of District testing staff, through presence of County staff.
  - c. Provide District testing staff a confidential room for interviewing, counseling and testing of juveniles.
4. Complete and forward Sexually Transmitted Infection Survey forms (STIS) for every patient screened for chlamydia/gonorrhea and HIV. These forms and number of tested juveniles will also be utilized by the District to verify testing numbers billing accuracy.
5. Complete HIV/STD Outreach Testing Form for every HIV test provided,
6. Forward updated/revised APN protocol to the District annually.
7. Reimburse the District upon receipt of invoice for minor acute care medications, laboratory consultant time and pharmacy costs and materials as per Journal Entry.
8. Pick-up medications from the District within mutually agreed time frame.

C. Terms

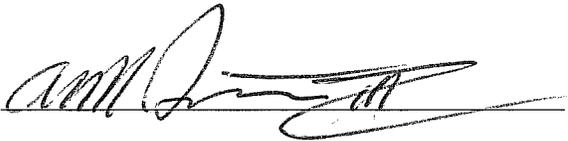
**Current Contract Language:**

This Interlocal Agreement will take effect upon ratification by the governing parties and shall remain in effect until June 30, 2012, unless extended by the mutual agreement of the Parties. The Interlocal Agreement will automatically be renewed for two successive one-year periods for a total of 3 years on the same terms unless either party gives the other written notice of nonrenewal at least 60 days prior to June 30 of each year. The automatic renewal provision of this section shall not affect the right of the Health District to terminate the Interlocal Agreement as provided below.

**Amended Contract Language:**

This Amended Interlocal Agreement will take effect upon ratification by the governing parties and shall remain in effect until June 30, 2016.

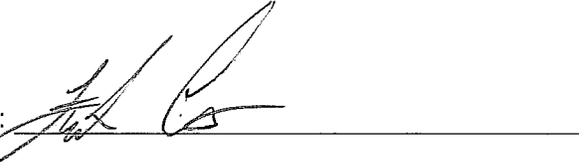
DISTRICT BOARD OF HEALTH

By: 

Chairman

Date: 10-24-13

WASHOE COUNTY DEPARTMENT OF JUVENILE SERVICES

By: 

Director of Juvenile Services

Date: 10/28/13

WASHOE COUNTY BOARD OF COUNTY COMMISSIONERS

By: 

Chairman

Date: 11-12-13

## Exhibit C

### Chlamydia Treatment:

- Azithromycin
- Doxycycline
- Erythromycin

### Gonorrhea

- Ceftriaxone (injectable cephalosporin) 250 mg IM\* and vial of lidocaine
- Azithromycin
- Doxycycline
- Cefixime

### Syphilis

- Benzathine penicillin G 2.4 million units IM
- Doxycycline

### Tuberculosis

- Isoniazid
- Rifampin
- Rifapentine
- Pyridoxine

INTERLOCAL AGREEMENT

This Interlocal Agreement contains the terms of agreement between the Washoe County Health District and Washoe County through its Department of Juvenile Services, hereinafter referred to as the District and County respectively, entered into pursuant to Chapter 277 of the Nevada Revised Statutes.

Whereas, the District has clinical infrastructure for adolescent health services; and

Whereas, the County's goal is to maintain optimal detainee health, including detection and treatment of communicable disease, and

Whereas, the District agrees to provide consultative and clinical support services to the County as described herein,

Now, therefore, in consideration of the mutual promises contained herein, the parties agree as follows:

The District agrees to:

1. Provide, at no charge to the County, PPD solution for Tuberculosis testing, and STD/TB treatment medications to be utilized per medical protocol.
2. Provide diagnostic services per medical protocol or consultant physician order when indicated to screen for tuberculosis (Chest X-Rays, CT, or IGRA) for uninsured detainees.
3. Provide the services of the District's contract pharmacist to prepare medications for APN to administer and dispense per APN protocol signed by collaborating physician.
4. Make available minor acute care medications, at the District's cost, which would include pharmacy time and materials.
5. Pay for chlamydia, gonorrhea, HIV and syphilis screening as itemized on the State Lab invoice.
6. Sterilize the County's medical equipment on an as-needed basis.
7. Provide training or Technical Assistance for topics related to this agreement as indicated, and as the District is able.
8. Contract Pharmacist and Laboratory Consultant will submit monthly invoice(s) to the County itemizing the costs of minor acute care medications, laboratory consultant time and pharmacy time and materials.
9. Provide access and training of the Insight database/STD Module to county personnel.

The County agrees to:

1. Screen Juvenile Service's detainees for tuberculosis, chlamydia, gonorrhea, HIV and syphilis and forward applicable tests to the Nevada State Lab.
2. Forward Lab and diagnostic logs to the District to facilitate payment verification by the 15<sup>th</sup> of every following month.
3. In Insight, complete applicable STD/HIV testing sections along with required information in the registration and encounter information sections for every patient screened. In the event of data bases inaccessibility:
  - Complete and forward Sexually Transmitted infection Survey forms (STIS) for every patient screened for Chlamydia, gonorrhea, HIV and syphilis.

- Complete STD/HIV Outreach Testing Form for every HIV client screened for Chlamydia, gonorrhea, HIV and syphilis.
- 4. Forward updated/revised APN protocol to the District annually upon ratification of this contract.
- 5. Pay for minor acute care medications, laboratory consultant time and pharmacy costs and materials.
- 6. Pick-up medications from the District within mutually agreed time frame.
- 7. Consent to APN's participation on the District's Family Planning Advisory Board.
- 8. Enter appropriate data into the insight database/STD Module.

The parties hereto agree that in performing the activities contained herein the District is acting as a business associate of the County and the County is acting as a business associate of the District, as that term is defined in the Health Insurance Portability and Accountability Act of 1996, and accordingly the District must comply with the provisions of the attached Exhibit A and Exhibit B in regard to the records used pursuant to this agreement.

This Interlocal Agreement may be modified at any time by written agreement signed by both parties.

This Interlocal Agreement will take effect upon ratification by the governing parties and shall remain in effect until June 30, 2012, unless extended by the mutual agreement of the Parties. The Interlocal Agreement will automatically be renewed for two successive one-year periods for a total of 3 years on the same terms unless either party gives the other written notice of nonrenewal at least 60 days prior to June 30 of each year. The automatic renewal provision of this section shall not affect the right of the Health District to terminate the Interlocal Agreement as provided below.

Either party may terminate this Interlocal Agreement by giving the other party written notice of the intent to terminate. The notice must specify a date upon which the termination will be effective, which date may not be less than 30 calendar days from the date of mailing or hand delivery of the notice.

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

COUNTY: Frank Cervantes, Division Director  
Washoe County Department of Juvenile Services  
P.O. Box 11130  
Reno, Nevada 89520

DISTRICT: District Health Officer  
Washoe County Health District  
P.O. Box 11130  
Reno, Nevada 89520

This Interlocal Agreement shall be entered into in Washoe County, State of Nevada, and shall be construed and interpreted according to the law of the State of Nevada.

Neither party may assign or subcontract any rights or obligations under this Interlocal Agreement without prior written consent of the other party.

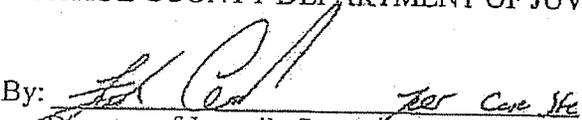
This Interlocal Agreement constitutes the entire agreement between the parties with regards to the subject matter herein and supersedes all prior agreements, both written and oral.

DISTRICT BOARD OF HEALTH

By:   
Chairman

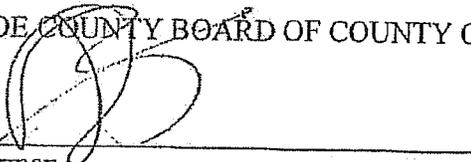
Date: 6-23-11

WASHOE COUNTY DEPARTMENT OF JUVENILE SERVICES

By:   
Director of Juvenile Services

Date: 7/28/11

WASHOE COUNTY BOARD OF COUNTY COMMISSIONERS

By:   
Chairman

Date: 8/23/11

EXHIBIT A  
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT  
BUSINESS ASSOCIATE CONTRACT PROVISIONS

I. Definitions

Catch-all definition:

Terms used, but not otherwise defined; in this Exhibit and the Agreement have the same meaning as those terms in the Privacy Rule.

(a) Business Associate. "Business Associate" shall mean The Washoe County Health District.

(b) Covered Entity. "Covered Entity" shall mean The Washoe County Department of Juvenile Services, Jan Evans Juvenile Justice Center/Wittenberg Hall Juvenile detention Facility.

(c) Individual. "Individual" shall have the same meaning as the term "individual" in CFR §164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

(d) Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

(e) Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR §164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(f) Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR §164.501.

(g) Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

II. Obligations and Activities of Business Associate

(a) Business Associate agrees to not use or disclose protected Health Information other than as permitted or required by the Agreement or as required by law.

(b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the Agreement.

(c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of the Agreement.

(d) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by the Agreement of which it becomes aware.

(e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

(f) Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set, to covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524.

(g) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual.

(h) Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Washoe County Department of Juvenile Services, Jan Evans Juvenile Justice Center/Wittenberg Hall Juvenile Detention Facility, or to the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(i) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528.

(j) Business Associate agrees to provide to Covered Entity or an Individual, information collected in accordance with the Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528.

### III. Permitted Uses and Disclosures by Business Associate

Refer to underlying services agreement:

Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Interlocal Agreement, provided that such use or disclosure

would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

#### IV. Specific Use and Disclosure Provisions

(a) Except as otherwise limited in the Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(b) Except as otherwise limited in the Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(c) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR §164.504(e)(2)(i)(B).

(d) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with §164.502(j)(1).

#### V. Obligations of Covered Entity

(a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

(b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

## VI. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

## VII. Termination

(a) Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

(2) Immediately terminate the Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

(3) If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.

### (b) Effect of Termination

(1) Except as provided in paragraph (2) of this section, upon termination of the Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon receiving concurrence from Covered Entity that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

VIII. Miscellaneous

(a) Regulatory References. A reference in this Exhibit and Agreement to a section in the Privacy Rule means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

(c) Survival. The respective rights and obligations of Business Associate under this Exhibit to the Agreement shall survive the termination of the Agreement.

(d) Interpretation. Any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

EXHIBIT B  
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT  
BUSINESS ASSOCIATE CONTRACT PROVISIONS

I. Definitions

Catch-all definition:

Terms used, but not otherwise defined; in this Exhibit and the Agreement have the same meaning as those terms in the Privacy Rule.

(a) Business Associate. "Covered Entity" shall mean The Washoe County Department of Juvenile Services, Jan Evans Juvenile Justice Center/Wittenberg Hall Juvenile detention Facility.

(b) Covered Entity. "Business Associate" shall mean The Washoe County Health District.

(c) Individual. "Individual" shall have the same meaning as the term "individual" in CFR §164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

(d) Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

(e) Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR §164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(f) Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR §164.501.

(g) Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

II. Obligations and Activities of Business Associate

(a) Business Associate agrees to not use or disclose protected Health Information other than as permitted or required by the Agreement or as required by law.

(b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the Agreement.

(c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of the Agreement.

(d) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by the Agreement of which it becomes aware.

(e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

(f) Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set, to covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524.

(g) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual.

(h) Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Washoe County Department of Juvenile Services, Jan Evans Juvenile Justice Center/Wittenberg Hall Juvenile Detention Facility, or to the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(i) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528.

(j) Business Associate agrees to provide to Covered Entity or an Individual, information collected in accordance with the Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528.

### III. Permitted Uses and Disclosures by Business Associate

#### Refer to underlying services agreement:

Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Interlocal Agreement, provided that such use or disclosure

would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

#### IV. Specific Use and Disclosure Provisions

(a) Except as otherwise limited in the Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(b) Except as otherwise limited in the Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(c) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR §164.504(e)(2)(i)(B).

(d) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with §164.502(j)(1).

#### V. Obligations of Covered Entity

(a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

(b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

## VI. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

## VII. Termination

(a) Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

(2) Immediately terminate the Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

(3) If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.

### (b) Effect of Termination

(1) Except as provided in paragraph (2) of this section, upon termination of the Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon receiving concurrence from Covered Entity that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

VIII. Miscellaneous

(a) Regulatory References. A reference in this Exhibit and Agreement to a section in the Privacy Rule means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

(c) Survival. The respective rights and obligations of Business Associate under this Exhibit to the Agreement shall survive the termination of the Agreement.

(d) Interpretation. Any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

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

and

WASHOE COUNTY on behalf of its  
DEPARTMENT OF SENIOR SERVICES  
1155 E. Ninth Street  
Reno, Nevada 89512

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 Senior Services 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 from July 1, 2012 for Administrative Claiming and from January 1, 2012 for Medical services to June 30, 2017, 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:

13-985

ATTACHMENT A: SCOPE OF WORK

ATTACHMENT B: BUSINESS ASSOCIATE ADDENDUM

7. CONSIDERATION. Washoe County Senior Services agrees to provide the services set forth in paragraph (6) at a cost of approximately \$604,750.00 in state fiscal year 2014 and approximately \$634,987.00 for each of the state fiscal years 2015, 2016 and 2017, not to exceed \$2,509,711.00 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.

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 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 nonenforceability 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).



# **ATTACHMENT**

# **A**

## ATTACHMENT A

### SCOPE OF WORK

#### ADULT DAY HEALTH CARE

- I. Washoe County agrees to perform the following services or activities and to accept payment for the services as follows:
  - A. To provide ADHC services to eligible recipients under Title XIX within Washoe County, in accordance with the State of Nevada Medicaid State Plan and Nevada Medicaid Services Manual;
  - B. To be responsible for collecting and submitting the required information necessary to determine client eligibility for the Title XIX program;
  - C. To determine all expenditures in accordance with Washoe County's State-approved Cost Allocation Plan (CAP). Elements of the CAP necessary for claiming expenditures and for reimbursement are a CMS approved Time Study methodology, documentation of appropriate direct and indirect costs and their cost centers. Cost allocation must be consistent with the Office of Management and Budget (OMB) Circular A-87, the Code of Federal Regulations 45 CFR Subtitle A, Part 92, and Subtitle E. Washoe County cannot unilaterally change the method of determining how the services will be counted, or what the approved rate is once it is approved by the Division;
  - D. To provide a report of services and a cost report annually, to the DHCFP for ADHC services in the format approved by the DHCFP, this will either be in an Excel format (.xls or .xlsx) or an Excel compatible format (.csv .txt). Other formats may be considered for use at the discretion of DHCFP on a case by case basis. Washoe County must provide an electronic version of their claims for submission before the DHCFP will consider that it has received the official version of the claims for the cost settlement process.
  - E. To provide detailed back-up to support the claims being submitted for cost settlement. The back-up data must be in accordance with the State-approved cost allocation plan for Washoe County.
  - F. To provide the DHCFP with the documentation that the rate for eligible services is based upon the approved methodology of the DHCFP, as defined in the Nevada Medicaid State Plan, Attachment 4.19-B CPE, before any payment for those services is made by the DHCFP. The interim rate is determined based on the actual historical costs, and is estimated after the end of the state fiscal year. Washoe County is responsible

for submitting that rate to the division for approval and use in the rate table for the current state fiscal year.

- G. To pay the State's designated auditor the non-federal share (State's share) of those costs associated with the annual reconciliation and cost settlement.
- H. To bill the DHCFF in a timely manner for services which are allowable based upon DHCFF defined processes for Medicaid providers. Forms not filled out completely will be subject to return to Washoe County and payment delayed or denied;
- I. To pay back any Title XIX funds received by Washoe County in the event that an audit or audit by a firm of DHCFF's choosing results in a determination that such costs were not reimbursable under the Title XIX per receipt of written notice from the DHCFF of such obligation;
- J. To provide the required State matching share for Federal Medicaid funds paid for eligible recipients covered under the ADHC, program. Washoe County will certify in a mutually agreed format that any and all funds used by Washoe County as match will be County or Local funds that are not used as match for any other program.

II. The DHCFF agrees to perform the following services or activities, and to provide the following payment for Washoe County's services.

- A. To work with the Federal Government, Washoe County and its consultants as necessary to formulate plans and policies to ensure the appropriate availability of Title XIX for allowable costs and services, as defined in the Nevada Medicaid State Plan, Chapter 3.0 and Attachment 4.19-B, provided by both parties;
- B. To provide to Washoe County necessary guidance and documentation related to the utilization of Title XIX for Adult Day Health Care (ADHC) and other allowable activities and services. This may include provider training related to the reimbursement for ADC services, to Washoe County;
- C. To approve a standard methodology for Washoe County to utilize in determining the reimbursable costs Washoe County may charge consistent with the Office of Management and Budget (OMB) Circular A-87 guide, the Code of Federal Regulations 45 CFR Subtitle A, Part 92 and Subtitle E, and the Title XIX programs. The methodology will be based on an interim rate which is the actual rate from the preceding state fiscal year and should be decided upon preferably before the beginning of the upcoming state fiscal year. At the end of the state fiscal year, Washoe County will have until the end of the following December to submit its year-end claims to the DHCFF for reconciliation and cost settlement. The DHCFF will have two years from the end of the state fiscal year to cost-settle those claims. If a Washoe County provider's interim payments exceed the actual certified cost of the provider for services to Medicaid clients, DHCFF will

recoup the federal share of the overpayment. The provider must return an amount equal to the overpayment to DHCFP. If the actual, certified costs exceed the interim Medicaid payments, DHCFP will pay the federal share of the difference to the provider in accordance with the final actual certification agreement. To pay Washoe County through its Medicaid Management Information System (MMIS) for ADC claims submitted during the state fiscal year which are covered under the Provider Enrollment Agreement. Those expenditures and their allocation must be in accordance with Washoe County's State-approved Cost Allocation Plan (CAP). This payment will represent the federal share of the Federal Medical Assistance Percentage (FMAP) of the total allowable costs identified for ADC services. This medical assistance percentage is published annually pursuant to the Code of Federal Regulation (42 CFR Part 433.11 Subpart A). Correct and accurately submitted claims are generally paid within thirty (30) business days of receipt.

### **ADMINISTRATIVE SERVICES**

- I. Washoe County agrees to perform the following services or activities and to accept payment for the services as follows:
  - A. To provide Title XIX administrative services eligible for reimbursement under 42 CFR 435.1001 for individuals, within the County, in accordance with the State of Nevada Title XIX Medicaid State Plan Attachment B 4.19 and Nevada Medicaid Services Manual. These administrative services may include, but are not limited to utilization review, referral, arranging and follow up for Medicaid services, and resolving Medicaid eligibility and coverage issues.
  - B. To determine all expenditures in accordance with the County's State approved Cost Allocation Plan (CAP). The elements of the CAP necessary for claiming expenditures and for reimbursement are a CMS approved Random Moment Time Sampling (RMTS) methodology, documentation of appropriate direct and indirect costs and their cost centers. Cost allocation must be consistent with the Office of Management and Budget (OMB) Circular A-87, the Code of Federal Regulations 45 CFR Subtitle A, Part 92, and Subtitle E, .
  - C. To invoice the Division, no more than once per quarter for Medicaid Administrative services in the format approved by the Division, this will either be in an Excel format (.xls or .xlsx) or an Excel compatible format (.csv .txt) . Other formats may be considered for use at the discretion of DHCFP on a case by case basis. The county must provide an electronic version of their claims for submission before the state will consider that it has received the official version of the claims for the cost settlement process. The county may provide a hard copy of their claims if it chooses.

- D. To provide detailed back-up to support the claims being submitted for cost settlement. The back-up data must be in accordance with the state approved cost allocation plan for the public agency.
- E. Each quarter's invoice shall be due on or before thirty (30) days following the last day of the quarter of service. The invoice will reflect both the total computable amount and the Federal Financial Participation (FFP) amount, and must be completely filled out, signed and dated by an appropriate official of the county attesting to its accuracy. Forms not filled out completely will be subject to return to the County and payment delayed or denied. All signatures must be originals;
- F. To include with the invoice, a certificate which: 1) is in the format provided by the Division, attesting to the Public Agency's use of local funds of not less than the current State Share of the amount invoiced for that period; and 2) certifies that the local funds are not from a Federal source of funds being used to match any other Federal Funds. The certification must be signed and dated by an authorized representative attesting to the use of the specific funds. All signatures must be originals;
- G. To pay back, per receipt of written notice from the Division of such obligation, any Title XIX funds received by the County in the event that a Federal audit or audit by a contractor of the Division results in a determination that such costs were not reimbursable under the Title XIX program;
- H. The County is responsible to ensure that all financial records comply with the OMB Circular A-133 (also referred to as the Single Audit Act of 1984). In the event of an audit by the federal agency with oversight of the program, the county shall be responsible for any disallowances or errors discovered during that audit that result in a negative fiscal impact to the county or the state. Copies of audit reports shall be sent to the Division within sixty- (60) days of written request, attention Administrator, Division of Health Care Financing and Policy, 1100 East William Street, Suite 100, Carson City, Nevada, 89701.
- I. To pay the State's designated auditor the State's share of those costs associated with the annual reconciliation and cost settlement.

II. The DHCFP agrees:

- A. To work with the County and the Federal Government, as necessary, to formulate the necessary plans and policies which will ensure the appropriate availability of Title XIX funds for allowable costs and services provided by both parties; To make available to the county the federal share of the total computable funds for the Medicaid Administrative Services program. To perform regular reviews and annual cost settlements of the submitted claims by the county to ensure an overpayment or underpayment does not occur and that the settlement process is accurate and timely. To provide to the County necessary guidance related to the utilization of Title XIX

funding for Medicaid administrative activities.

- B. To pay the County, upon receipt of a claim, the federal share of those costs and services allowable under the Title XIX program. Currently for administrative claims the FFP is 50%.
- C. The Division shall use its best efforts to pay the County for eligible services within (30 days) after receipt of an accurate invoice under this agreement. This assumes there are no discrepancies or errors contained in the invoice or documentation supporting the invoice.

III. Both Parties Agree:

- A. The Public Agency shall comply with Public Law 98-50 (Single Audit Act of 1984) and Office of Management and Budget (OMB) Circular A-133. Copies of audit reports shall be sent to the contracting Division within 60 days of receipt of the audit report at 1100 East William Street, Suite 108, Carson City, Nevada 89701 to the attention of the Accounting/Budget Unit.

**ATTACHMENT**

**B**

STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

**BUSINESS ASSOCIATE ADDENDUM**

BETWEEN

The Division of Health Care Financing and Policy  
Herein after referred to as the "Covered Entity"

and

Washoe County on behalf of Washoe Senior Service  
Herein after referred to as the "Business Associate"

**PURPOSE.** In order to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law 104-191, and the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009, Public Law 111-5 this Addendum is hereby added and made part of the Contract between the Covered Entity and the Business Associate. This Addendum establishes the obligations of the Business Associate and the Covered Entity as well as the permitted uses and disclosures by the Business Associate of protected health information it may possess by reason of the Contract. The Covered Entity and the Business Associate shall protect the privacy and provide for the security of protected health information disclosed to the Business Associate pursuant to the Contract and in compliance with HIPAA, the HITECH Act, and regulation promulgated there under by the U.S. Department of Health and Human Services ("HIPAA Regulations") and other applicable laws.

**WHEREAS,** the Business Associate will provide certain services to the Covered Entity, and, pursuant to such arrangement, the Business Associate is considered a business associate of the Covered Entity as defined in HIPAA Regulations; and

**WHEREAS,** Business Associate may have access to and/or create, receive, maintain or transmit certain protected health information from or on behalf of the Covered Entity, in fulfilling its responsibilities under such arrangement; and

**WHEREAS,** HIPAA Regulations require the Covered Entity to enter into a contract containing specific requirements of the Business Associate prior to the disclosure of protected health information; and

**THEREFORE,** in consideration of the mutual obligations below and the exchange of information pursuant to this Addendum and to protect the interests of both Parties, the Parties agree to all provisions of this Addendum.

I. **DEFINITIONS.** The following terms in this Addendum shall have the same meaning as those terms in the HIPAA Regulations: Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Subcontractor, Unsecured Protected Health Information, and Use.

1. **Business Associate** shall mean the name of the organization or entity listed above and shall have the meaning given to the term under the Privacy and Security Rule and the HITECH Act. For full definition refer to 45 CFR 160.103.
2. **Contract** shall refer to this Addendum and that particular Contract to which this Addendum is made a part.
3. **Covered Entity** shall mean the name of the Division listed above and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to 45 CFR 160.103.
4. **Parties** shall mean the Business Associate and the Covered Entity.

## II. OBLIGATIONS OF THE BUSINESS ASSOCIATE

1. **Access to Protected Health Information.** The Business Associate will provide, as directed by the Covered Entity or an individual, access to inspect or obtain a copy of protected health information about the individual that is maintained in a designated record set by the Business Associate or its agents or subcontractors, in order to meet the requirements of HIPAA Regulations. If the Business Associate maintains an electronic health record, the Business Associate, its agents or subcontractors shall provide such information in electronic format to enable the Covered Entity to fulfill its obligations under HIPAA Regulations.
2. **Access to Records.** The Business Associate shall make its internal practices, books and records relating to the use and disclosure of protected health information available to the Covered Entity and to the Secretary for purposes of determining Business Associate's compliance with HIPAA Regulations.
3. **Accounting of Disclosures.** Upon request, the Business Associate and its agents or subcontractors shall make available to the Covered Entity or the individual information required to provide an accounting of disclosures in accordance with HIPAA Regulations.
4. **Agents and Subcontractors.** The Business Associate must ensure all agents and subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to such information. The Business Associate must implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation as outlined under HIPAA Regulations.
5. **Amendment of Protected Health Information.** The Business Associate will make available protected health information for amendment and incorporate any amendments in the designated record set maintained by the Business Associate or its agents or subcontractors, as directed by the Covered Entity or an individual, in order to meet the requirements of HIPAA Regulations.
6. **Audits, Investigations, and Enforcement.** If the data provided or created through the execution of the Contract becomes the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or any other federal or state oversight agency, the Business Associate shall notify the Covered Entity immediately and provide the Covered Entity with a copy of any protected health information that the Business Associate provides to the Secretary or other federal or state oversight agency concurrently, to the extent that it is permitted to do so by law. The Business Associate and individuals associated with the Business Associate are solely responsible for all civil and criminal penalties assessed as a result of an audit, breach or violation of HIPAA Regulations.
7. **Breach or Other Improper Access, Use or Disclosure Reporting.** The Business Associate must report to the Covered Entity, in writing, any access, use or disclosure of protected health information not permitted by the Contract, Addendum or HIPAA Regulations by Business Associate or its agents or subcontractors. The Covered Entity must be notified immediately upon discovery or the first day such breach or suspected breach is known to the Business Associate or by exercising reasonable diligence would have been known by the Business Associate in accordance with HIPAA Regulations. In the event of a breach or suspected breach of protected health information, the report to the Covered Entity must be in writing and include the following: a brief description of the incident; the date of the incident; the date the incident was discovered by the Business Associate; a thorough description of the unsecured protected health information that was involved in the incident; the number of individuals whose protected health information was involved in the incident; and the steps the Business Associate or its agent or subcontractor is taking to investigate the incident and to protect against further incidents. The Covered Entity will determine if a breach of unsecured protected health information has occurred and will notify the Business Associate of the determination. If a breach of unsecured protected health information is determined, the Business Associate must take prompt corrective action to cure any such deficiencies and mitigate any significant harm that may have occurred to individual(s) whose information was disclosed inappropriately.
8. **Breach Notification Requirements.** If the Covered Entity determines a breach of unsecured protected health information by the Business Associate, or its agents or subcontractors has occurred, the Business Associate will be responsible for notifying the individuals whose unsecured protected health information was breached in accordance with HIPAA Regulations.

The Business Associate must provide evidence to the Covered Entity that appropriate notifications to individuals and/or media, when necessary, as specified in HIPAA Regulations has occurred. The Business Associate is responsible for all costs associated with notification to individuals, the media or others as well as costs associated with mitigating future breaches. The Business Associate must notify the Secretary of all breaches in accordance with HIPAA Regulations and must provide the Covered Entity with a copy of all notifications made to the Secretary.

9. **Breach Pattern or Practice by Covered Entity.** Pursuant to HIPAA Regulations, if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under the Contract or Addendum, the Business Associate must immediately report the problem to the Secretary.
10. **Data Ownership.** The Business Associate acknowledges that the Business Associate or its agents or subcontractors have no ownership rights with respect to the protected health information it creates, receives or maintains, or otherwise holds, transmits, uses or discloses.
11. **Litigation or Administrative Proceedings.** The Business Associate shall make itself, any subcontractors, employees, or agents assisting the Business Associate in the performance of its obligations under the Contract or Addendum, available to the Covered Entity, at no cost to the Covered Entity, to testify as witnesses, or otherwise, in the event litigation or administrative proceedings are commenced against the Covered Entity, its administrators or workforce members upon a claimed violation by Business Associate of HIPAA Regulations or other laws relating to security and privacy.
12. **Minimum Necessary.** The Business Associate and its agents and subcontractors shall request, use and disclose only the minimum amount of protected health information necessary to accomplish the purpose of the request, use or disclosure in accordance with HIPAA Regulations.
13. **Policies and Procedures.** The Business Associate must adopt written privacy and security policies and procedures and documentation standards to meet the requirements of HIPAA Regulations.
14. **Privacy and Security Officer(s).** The Business Associate must appoint Privacy and Security Officer(s) whose responsibilities shall include: monitoring the Privacy and Security compliance of the Business Associate; development and implementation of the Business Associate's HIPAA Privacy and Security policies and procedures; establishment of Privacy and Security training programs; and development and implementation of an incident risk assessment and response plan in the event the Business Associate sustains a breach or suspected breach of protected health information.
15. **Safeguards.** The Business Associate must implement safeguards as necessary to protect the confidentiality, integrity and availability of the protected health information the Business Associate creates, receives, maintains, or otherwise holds, transmits, uses or discloses on behalf of the Covered Entity. Safeguards must include administrative safeguards (e.g., risk analysis and designation of security official), physical safeguards (e.g., facility access controls and workstation security), and technical safeguards (e.g., access controls and audit controls) to the confidentiality, integrity and availability of the protected health information, in accordance with HIPAA Regulations. Technical safeguards must meet the standards set forth by the guidelines of the National Institute of Standards and Technology (NIST). The Business Associate agrees to only use, or disclose protected health information as provided for by the Contract and Addendum and to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate, of a use or disclosure, in violation of the requirements of this Addendum as outlined in HIPAA Regulations.
16. **Training.** The Business Associate must train all members of its workforce on the policies and procedures associated with safeguarding protected health information. This includes, at a minimum, training that covers the technical, physical and administrative safeguards needed to prevent inappropriate uses or disclosures of protected health information; training to prevent any intentional or unintentional use or disclosure that is a violation of HIPAA Regulations; and training that emphasizes the criminal and civil penalties related to HIPAA breaches or inappropriate uses or disclosures of protected health information. Workforce training of new employees must be completed within 30 days of the date of hire and all employees must be trained at least annually. The Business Associate must maintain written records for a period of six years. These records must document each employee that received training and the date the training was provided or received.

17. **Use and Disclosure of Protected Health Information.** The Business Associate must not use or further disclose protected health information other than as permitted or required by the Contract or as required by law. The Business Associate must not use or further disclose protected health information in a manner that would violate the requirements of HIPAA Regulations.

### III. PERMITTED AND PROHIBITED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE

The Business Associate agrees to these general use and disclosure provisions:

#### 1. Permitted Uses and Disclosures:

- a. Except as otherwise limited in this Addendum, the Business Associate may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Contract, provided that such use or disclosure would not violate HIPAA Regulations, if done by the Covered Entity.
- b. Except as otherwise limited in this Addendum, the Business Associate may use or disclose protected health information received by the Business Associate in its capacity as a Business Associate of the Covered Entity, as necessary, for the proper management and administration of the Business Associate, to carry out the legal responsibilities of the Business Associate, as required by law or for data aggregation purposes in accordance with HIPAA Regulations.
- c. Except as otherwise limited by this Addendum, if the Business Associate discloses protected health information to a third party, the Business Associate must obtain, prior to making such disclosure, reasonable written assurances from the third party that such protected health information will be held confidential pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to the third party. The written agreement from the third party must include requirements to immediately notify the Business Associate of any breaches of confidentiality of protected health information to the extent it has obtained knowledge of such breach.
- d. The Business Associate may use or disclose protected health information to report violations of law to appropriate federal and state authorities, consistent with HIPAA Regulations.

#### 2. Prohibited Uses and Disclosures:

- a. Except as otherwise limited in this Addendum, the Business Associate shall not disclose protected health information to a health plan for payment or health care operations purposes if the patient has required this special restriction, and has paid out of pocket in full for the health care item or service to which the protected health information relates in accordance with HIPAA Regulations.
- b. The Business Associate shall not directly or indirectly receive remuneration in exchange for any protected health information, unless the Covered Entity obtained a valid authorization, in accordance with HIPAA Regulations that includes a specification that protected health information can be exchanged for remuneration.

### IV. OBLIGATIONS OF THE COVERED ENTITY

1. The Covered Entity will inform the Business Associate of any limitations in the Covered Entity's Notice of Privacy Practices in accordance with HIPAA Regulations, to the extent that such limitation may affect the Business Associate's use or disclosure of protected health information.
2. The Covered Entity will inform the Business Associate of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes may affect the Business Associate's use or disclosure of protected health information.
3. The Covered Entity will inform the Business Associate of any restriction to the use or disclosure of protected health information that the Covered Entity has agreed to in accordance with HIPAA Regulations, to the extent that such restriction may affect the Business Associate's use or disclosure of protected health information.
4. Except in the event of lawful data aggregation or management and administrative activities, the Covered Entity shall not request the Business Associate to use or disclose protected health information in any manner that would not be permissible under HIPAA Regulations, if done by the Covered Entity.

## V. TERM AND TERMINATION

### 1. **Effect of Termination:**

- a. Except as provided in paragraph (b) of this section, upon termination of this Addendum, for any reason, the Business Associate will return or destroy all protected health information received from the Covered Entity or created, maintained, or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form and the Business Associate will retain no copies of such information.
  - b. If the Business Associate determines that returning or destroying the protected health information is not feasible, the Business Associate will provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon a mutual determination that return or destruction of protected health information is infeasible, the Business Associate shall extend the protections of this Addendum to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make return or destruction infeasible, for so long as the Business Associate maintains such protected health information.
  - c. These termination provisions will apply to protected health information that is in the possession of subcontractors, agents or employees of the Business Associate.
2. **Term.** The Term of this Addendum shall commence as of the effective date of this Addendum herein and shall extend beyond the termination of the contract and shall terminate when all the protected health information provided by the Covered Entity to the Business Associate, or accessed, maintained, created, retained, modified, recorded, stored or otherwise held, transmitted, used or disclosed by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or if it is not feasible to return or destroy the protected health information, protections are extended to such information, in accordance with the termination.
3. **Termination for Breach of Contract.** The Business Associate agrees that the Covered Entity may immediately terminate the Contract if the Covered Entity determines that the Business Associate has violated a material part of this Addendum.

## VI. MISCELLANEOUS

1. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time for the Covered Entity to comply with all the requirements of HIPAA Regulations.
2. **Clarification.** This Addendum references the requirements of HIPAA Regulations, as well as amendments and/or provisions that are currently in place and any that may be forthcoming.
3. **Indemnification.** Each party will indemnify and hold harmless the other party to this Addendum from and against all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in conjunction with:
  - a. Any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the party under this Addendum; and
  - b. Any claims, demands, awards, judgments, actions, and proceedings made by any person or organization arising out of or in any way connected with the party's performance under this Addendum.
4. **Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Contract that any conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA Regulations. The parties agree that any ambiguity in this Addendum shall be resolved to permit the Covered Entity and the Business Associate to comply with HIPAA Regulations.
5. **Regulatory Reference.** A reference in this Addendum to HIPAA Regulations means the sections as in effect or as amended.
6. **Survival.** The respective rights and obligations of Business Associate under Effect of Termination of this Addendum shall survive the termination of this Addendum.

IN WITNESS WHEREOF, the Business Associate and the Covered Entity have agreed to the terms of the above written agreement as of the effective date set forth below.

**COVERED ENTITY**

**Division of Health Care Financing and Policy**

**1100 E. William Street, Suite 101**

**Carson City, NV 89701**

**(775) 684-3676**

**(775) 687-3893**

\_\_\_\_\_  
(Authorized Signature)

**Laurie Squartsoff**

**Administrator**

\_\_\_\_\_  
(Date)

**BUSINESS ASSOCIATE**

**Washoe Senior Services**

**1155 E. Ninth Street**

**Reno, Nevada 89512**

**(775) 328-2575**

(Business Phone Number)

**(775) 328-6192**

(Business FAX Number)

\_\_\_\_\_  
(Authorized Signature)

**David Humke**

**Chair**

**11-12-13**  
\_\_\_\_\_  
(Date)

INTRASTATE 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 Public and Behavioral Health  
**Lake's Crossing Center**  
500 Galletti Way  
Sparks, Nevada 89431  
(775) 688-1900 • Fax: (775) 688-1985

and

**Washoe County**  
1001 East 9th Street - #A201  
P.O. Box 11130  
Reno, Nevada 89520-0027  
(775) 328-2000 • Fax: (775) 328-2037

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 hereinafter set forth are both necessary 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 State and/or federal 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 AA: SCOPE OF WORK

7. CONSIDERATION. **Lake's Crossing Center** agrees to provide the services set forth in paragraph (6) at a cost **reflective upon the rates and terms set forth in ATTACHMENT AA, Article Four: Fees for Service**, with total Contract payable to the State not to exceed **\$421,343.00**. Any intervening end to an annual or 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.

13-990

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 other party, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable regulations and statutes.

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

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained by each party for a minimum of 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.

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. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

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. Neither party waives any right or defense to indemnification that may exist in law or equity.

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 nonenforceability 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 or this Contract, 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 State of Nevada Office of the Attorney General.

IN WITNESS WHEREOF, the parties hereto have executed and intend to be legally bound thereby

Washoe County  
Public Agency #1

David Humke 12/12

Lake's Crossing Center (LCC)  
Public Agency #2

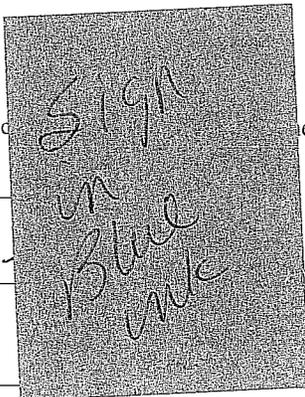
for Richard Whitley Date

Mike Willden Date

Signature – Nevada State Board of Examiners

Approved as to form by:

Deputy Attorney General for Attorney General, State of Nevada



Administrator,  
Division of Public and Behavioral Health  
Title

Director,  
Department of Health and Human Services  
Title

APPROVED BY BOARD OF EXAMINERS

On \_\_\_\_\_ Date

On \_\_\_\_\_ Date

**ATTACHMENT AA  
SCOPE OF WORK**

**WASHOE COUNTY INTERLOCAL AGREEMENT**

**To the Interlocal Agreement Between the State of Nevada  
Acting By and Through Its  
Department of Health and Human Services  
Division of Public and Behavioral Health  
Lake's Crossing Center  
500 Galletti Way  
Sparks, Nevada 89431  
Telephone: (775) 688-1900 • Fax: (775) 688-1909**

And

**Washoe County  
1001 East 9<sup>th</sup> Street - #A201  
PO Box 11130  
Reno Nevada 89520-0027  
Telephone: (775) 328-2000 • Fax: (775) 328-2037**

This attachment is entered into in 2013, by and between the County of Washoe, a political subdivision of the State of Nevada, hereinafter "County" and the State of Nevada Department of Health and Human Services, Division of Mental Health and Developmental Services, Lake's Crossing Center for the Mentally Disordered Offender, hereinafter "State".

WITNESSETH

WHEREAS, this attachment is entered into pursuant to Nevada Revised Statute 277.180;  
and

WHEREAS, the County and the State enter into this attachment in order to continue the arrangement whereby the State provides a mental health professional to perform mental health evaluations (including but not limited to competency evaluations and risk assessments) at the Washoe Detention Center and the County shares the costs; and

WHEREAS, the County desires to obtain the services of a mental health professional to provide mental health evaluation services for defendants housed within the Washoe Detention Center or released into the community by the court, who have been identified by the Office of the Public Defender, the Alternative Public Defender or conflict attorneys, as needing such evaluations; and

WHEREAS, the State can provide such services under the terms and conditions set forth herein/ and

WHEREAS, the cooperation of the State and County in performing and sharing the costs of mental health examinations creates efficiencies and saves resources for each party,

NOW THEREFORE, for and in consideration of the mutual promises provided herein and subject to the terms and conditions provided below, the County and State intend as follows:

ARTICLE ONE  
DEFINITIONS

For the Purposes of this attachment:

1. The County means any department or agency of the county government including, without limitation, the District Attorney, the Office of the Washoe County Public Defender, the Alternative Public Defender, conflict attorneys or Detention Center staff.

2. The Court means the Second Judicial District Court.
3. The State means the Division of Mental Health and Developmental Services and Lake's Crossing Center for Mentally Disordered Offenders.
4. A defendant means a person detained or housed at the Washoe County Detention Facility or released by the court pending adjudication, regardless of whether that person has been charged with, arraigned on, convicted of or sentenced for a criminal offense or is being held for civil protective custody.
5. The Mental Health professional means a person, who is a clinical psychologist or clinical social worker, is licensed as such by the State of Nevada and is an employee of the State of Nevada or under contract to the State.
6. Competency evaluations may include, with the approval of the requesting agency, the following classes of standardized tests including but not limited to; cognitive/intellectual assessment; personality diagnostic measures/neuro-psychological screening and formal forensic measures of competency, risk and malingering.

ARTICLE TWO  
STATE'S RESPONSIBILITIES

The State will:

1. Accept referrals from the County Public Defender's Office, the Alternative Public Defender, conflict attorneys, District Attorney's Office, the Court and the Detention Center. These referrals for performing mental health examinations of defendants shall allow the procedures outlined in section 8 of this Article and shall be in writing on the form designated by the State. All statutorily required documentation shall accompany the request.

If no legal counsel has been obtained for a defendant for whom an evaluation is sought, no referral will be accepted unless and until the defendant has signed an authorization for the release of such records as necessary to complete the evaluation. The State will conduct mental health evaluations as time allows in five areas as prioritized below.

- A. Competency Evaluations per NRS178
  - B. Risk Assessments per NRS176
  - C. Criminal Responsibility Assessments
  - D. Substance Abuse Evaluations
  - E. Other Evaluations necessary for sentencing determinations as requested by the Court
2. The assigned evaluator will complete the requested assessment according to national standards for the types of mental health assessments indicated above. Pre-commitment Competency Evaluations will be completed by reviewing the medical and legal records provided by the Court and/or Public Defender's office. A clinical interview/mental status examination will be conducted with the defendant to the degree the defendant cooperates. The initial competency evaluation may include, at no additional cost, an administration of the Revised Competency Assessment Instrument (RCAI). Should any other appropriate third party corroboration be required, the examiner will seek to access that information. When these steps are completed, the report will be generated, edited and provided to the Court, the defense and the prosecutor. Should the evaluator or officers of the court deem it necessary to complete standardized testing above and beyond the standard mental status examination or structured competency interview or complete other extensive investigative record review, the County will be charged at a rate of \$65.00 per hour and an invoice enumerating the time and the additional charges provided. Such additional testing will be only with the prior approval of the Public Defender. Should interpreter services be necessary, the State will inform the County of the need and will continue the evaluation once the County has provided interpreter services. Other psychological assessments may be requested by the Court and the Public Defender's office on a case-by-case basis, as service time is available. The State will assign sufficient Full Time Equivalent staffing (hereinafter referred to as "FTE") to complete the work specified in this attachment according to the established priorities. The State will provide program evaluation data to indicate work performed in accordance with the specified staffing level.
  3. Complete the evaluations and submit the associated reports to the person who requested the evaluation within ten (10) working days of the referral, assuming required interpreter services are provided by the County when

requested by the State. In the event that the pertinent statutorily required records and reports have not been received within this time frame, the evaluation shall so reflect and the defendant may be more fully evaluated upon receipt of the information. Additional evaluations or re-evaluation of the same defendant may not be requested of the State, under any other circumstance unless so designated in this attachment.

All reports prepared pursuant to this Attachment are to be treated as privileged communications unless and until they are filed with the appropriate court or authorized to be released by the defendant's attorney. Reports filed with the Court will be controlled as provided by Court rule.

4. Attend Court hearings as requested by the Court, the Public Defender's office, Alternative Public Defender, conflict attorneys or the District Attorney's office.
5. Provide the necessary clerical support to prepare and maintain the documents/reports required pursuant to this Attachment and in accordance with its timeliness.
6. Maintain records regarding such evaluations at the Lake's Crossing Center for the Mentally Disordered Offender, 500 Galletti Way, Sparks Nevada. The State agrees to allow the County to inspect all such records at any reasonable time upon three (3) working day's notice.
7. Provide initial and ongoing training as time permits, for selected County Detention Center staff, for deputies assigned to Unit 3 of the Washoe County Detention Center regarding how to manage mentally ill inmates, suicide prevention or other similar topics.
8. Conduct all evaluations through a Mental Health Professional, a salaried employee of the State or professional under contract with the State. The State will provide appropriate back-up coverage to meet all standards as outlined in this Attachment. The State acknowledges that the Mental Health Professional is not an employee of the County and that the County is not responsible for the supervision or control of the employment of the Mental Health Professional, nor his/her acts or omissions.
9. Allocate sufficient available work hours of the Mental Health Professional to conduct the mental health evaluations (competency, risk assessment, criminal responsibility assessments and substance abuse referrals) in the jail or, if released to the community, at Lake's Crossing Center outpatient area. Preparation of the court reports will be included as time allocable to the County under this Attachment. All FTE time contracted for, pursuant to Article Four, section 1 and are not allotted to the above listed items, will be utilized conducting the following tasks:
  - Responding to initial mental health referrals by deputies from the Inmate Assistance Program.
  - Performing competency evaluations for legal guardianship and/or legal payees.
  - Staff training on mental health issues for Deputies and Court Services personnel.

Lake's Crossing Center personnel conducting business at the Washoe County Sheriff's Office Detention Center will immediately notify the Sheriff, where feasible, of all issues involving the safety or security of the facility.

### ARTICLE THREE COUNTY'S RESPONSIBILITIES

1. The County designates the County Manager or his/her designee as the person who will manage this Attachment and function as the contact person for the State.
2. The County through the Public Defender, Alternative Public Defender, conflict attorneys and/or their designee will make a written referral to the State for client competency evaluations. The defendant must sign a written consent for this evaluation or the evaluation must be court-ordered. The Public Defender, Alternative Public Defender or conflict attorneys will provide the State with written authorization for the release of the defendant's medical and mental health records, signed by the attorney of record or by the defendant. The Public Defender, Alternative Public Defender or conflict attorneys shall also provide the State information in its possession concerning the defendant and the current criminal charges pending against the defendant. If a criminal defendant represented by private counsel wants to utilize the services of the Mental Health Professional for a competency evaluation, private counsel must work through John Berkich, Interim County Manager and/or Elizabeth Neighbors, Lake's Crossing

Center Director and will be subject to the same requirements as outlined above for the Public Defender or conflict attorneys.

3. The County shall provide access to and bear the costs of the facilities and equipment at the Washoe County Detention Facility, which are necessary to the performance of the State's duties under this Attachment. This includes, but is not limited to, office space, furniture, telephone, facsimile machine and copier.
4. The County shall provide the State access to defendants on a timely basis for interviews, questions, consultation and other forms of participation under this Attachment.
5. The County will provide any interpreter services required for the State to complete the required evaluations. These interpreter services will be provided at the County's expense and are not reimbursable under this Attachment
6. The County will provide access to defendant medical records for the Mental Health Professional as needed for the purpose of ensuring properly informed evaluations.
7. The County will see that defendants not in custody will appear for scheduled appointments with the State provided Mental Health Professional. Should a client miss more than one (1) appointment, he or she will be referred back to the county for assessment.

#### ARTICLE FOUR FEES FOR SERVICE

1. Total estimated staffing needs for fiscal year 2014 are 1.80 FTE. The County shall pay the State for the actual salary and fringe benefit costs for 1.31 FTE in fiscal year 2014. The total amount to be paid in fiscal year 2014 not to exceed \$200,000.00.

Total estimated staffing needs for fiscal year 2015 are 1.80 FTE. The County shall pay the State for the actual salary and fringe benefit costs for 1.31 FTE in fiscal year 2015. The total amount to be paid in fiscal year 2015 not to exceed \$200,000.00.

The invoice will be based on a detailed salary and fringe benefit cost for a Licensed Clinical Psychologist 1.

2. The County shall pay the State \$50.00 for each evaluation to defray the cost of clerical support including the file set-up, tracking, typing, filing and storage of records for the Licensed Clinical Psychologist.

The total additional cost for this clerical support will not exceed \$37,350 (747 evaluations X \$50) in State Fiscal Year 2014 and \$37,350 (747 evaluations X \$50) in State Fiscal Year 2015.

3. The County shall pay the State \$135 per hour for a Mental Health Professional employed or under contract to the State, to provide expert witness testimony in court hearings. The County shall pay the State \$60 per hour for a Mental Health Professional employed or under contract to the State to stand-by while awaiting the opportunity to provide expert witness testimony in court hearings. The total additional cost for expert witness testimony will not exceed \$2,000 in State Fiscal Year 2014 and \$2,000 in State Fiscal Year 2015.
4. The State will submit monthly to the County Manager's office, invoices detailing the services rendered by evaluation, the client tracking number, the type of evaluation, the place of evaluation and the Mental Health Professional who conducted the evaluation.

The County shall pay the State for these services based on the monthly invoices submitted to them within 30 days of receipt, provided the invoice contains sufficient specificity to enable the authorization of payment. The County reserves the right to withhold any payment if it is determined that the services described herein have not been provided or reported by the terms of this Attachment.

5. With respect to professional errors and omissions liability, the State and its employees are, pursuant to Nevada Revised Statutes Chapter 41, covered by self-funded liability insurance. Contracted personnel must have sufficient liability coverage in order to enter into a contract with the State. If the State wishes to purchase such

coverage, the State will maintain said coverage during the term of this Attachment and for a period of three years from the date of termination of this Attachment. Such coverage, if purchased, will be in an amount of not less than \$1,000,000 per claim and \$3,000,000 as an annual aggregate. The premium costs incurred to meet these coverage amounts shall be borne by the State and no cost or benefit will accrue thereby to the County.

6. Total contract authority available for the County payable to the State is \$210,717 for fiscal year 2014 and \$210,717 for fiscal year 2015.

#### ARTICLE FIVE TIME PERIOD FOR COMPLETION AND TERMINATION

1. The terms of this Attachment shall be in effect upon approval of Board of Examiners and end on June 30, 2015.
2. The State and the County will work together to assure that the services provided under this Attachment are mutually satisfactory. In the event that the County is not satisfied by the performance of the Mental Health Professional, it agrees to meet with the State to attempt to resolve any issues. In the event that the assigned Mental Health Professional becomes unavailable, the State will appoint another Mental Health Professional to perform the services under this Attachment.
3. The State or the County may terminate this Attachment, with or without cause, after giving written notice to the other party of the intent to terminate. The notice must specify the date upon which termination shall be effective. The effective date shall not be less than 30 calendar days from the date of the mailing or the personal serving of the notice.
4. The parties expressly agree that this Contract and Attachment shall be terminated immediately if for any reason Federal and/or State Legislature funding ability to satisfy this Contract and Attachment is withdrawn, limited or impaired OR County funding is withdrawn, limited or impaired

#### ARTICLE SIX GENERAL PROVISIONS

1. Standard of performance. The State shall perform services in connection with this Attachment in accordance with generally accepted professional standards for mental health evaluations.
2. Governing law/Miscellaneous. This Attachment shall be governed, interpreted and construed in accordance with the laws of the State of Nevada. If any provision of this Attachment shall be held or declared void or illegal for any reason, all other provisions of this Attachment which can be given effect without such void or illegal provision shall remain in full force and effect. The section headings in this Attachment are intended solely for convenience. They are not part of this Attachment and shall not affect its construction.
3. Notice. When by the terms of this Attachment written notice is required to be sent, such notice shall be deemed sufficient if sent by regular mail, postage prepaid to the parties at the addresses appearing below. Notice shall be deemed received three (3) days following mailing.

*Elizabeth W Neighbors, PhD,*  
Director, Lake's Crossing Center  
500 Galletti Way  
Sparks NV 89431

*John Berkich*  
Interim County Manager, Washoe County  
PO Box 11130  
Reno NV 89520-0027

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.

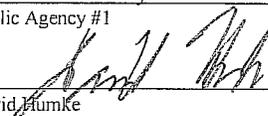
20. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.

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 State of Nevada 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  
Public Agency #1  
 12/12-13  
David Humke Date

Chairman,  
Washoe County Board of Commissioners  
Title

Lake's Crossing Center (LCC)  
Public Agency #2  
for Richard Whitley Date

Administrator,  
Division of Public and Behavioral Health  
Title

Mike Willden Date

Director,  
Department of Health and Human Services  
Title

Signature – Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS  
On \_\_\_\_\_  
Date

Approved as to form by:  
\_\_\_\_\_  
Deputy Attorney General for Attorney General, State of Nevada

On \_\_\_\_\_  
Date

**RESOLUTION APPROVING THE APPLICATION FOR STATE OF NEVADA  
LAKE TAHOE WATER QUALITY AND STREAM ENVIRONMENT ZONE  
GRANT FUNDS FOR THE EAST INCLINE VILLAGE PHASE I (EIP NO.  
01.01.01.46) WATER QUALITY IMPROVEMENT PROJECT**

**WHEREAS**, The County of Washoe is submitting an application to the Nevada Division of State Lands (the "Division") for financial assistance; and

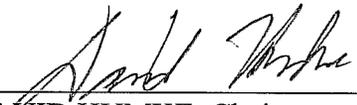
**WHEREAS**, The adopted procedures established by the Division require that the applicant must certify by resolution the approval of the proposed project, application, including all understanding and assurances contained therein, and availability of matching funds prior to submission of said application to the Division; now, therefore, be it

**RESOLVED**, That the proposed East Incline Village Phase I (EIP No. 01.01.01.46) Water Quality Improvement Project is approved for implementation; and

**BE IT FURTHER RESOLVED**, That the Board of County Commissioners does hereby certify that said agency can finance 100% of their share of the project; and

**BE IT FURTHER RESOLVED**, That the Board of County Commissioners does hereby appoint the Director of Community Services as agent of the Board of County Commissioners to conduct all contract negotiations, execute and submit all documents including applications, agreements, engineering contracts, billing statements, and so on which may be necessary for the planning, environmental assessment, design and construction of the above project.

**ADOPTED** this 12<sup>th</sup> day of November, 2013.

  
\_\_\_\_\_  
DAVID HUMKE, Chairman

ATTEST:

  
\_\_\_\_\_  
NANCY PARENT, Washoe County Clerk



13-993

## ASSURANCES

### State of Nevada, Division of State Lands Lake Tahoe Water Quality Grant Program

The Applicant hereby assures and certifies that they will comply with the regulations, policies, guidelines and requirements of the Division of State Lands (the "DIVISION"). Also, the Applicant gives assurance and certifies with respect to the grant that:

- A. The Applicant possesses legal authority to apply for the grant, along with the ability to finance and construct the proposed facilities.
- B. The Applicant gives assurance that a resolution, motion, statute, authority or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- C. The Applicant will have sufficient funds available to meet the non-Bond Act share of the costs (match) with the understanding that Grant payments are on a reimbursement basis only. The non-Bond Act share of costs claimed as match will be documented to the same standards as expenditures reimbursed by Bond-Act funds.
- D. The Applicant will have sufficient funds available when construction is completed to assure effective operation and maintenance of the facilities for at least 20 (twenty) years after project completion for the purposes constructed. The Applicant will not dispose of or encumber its title or other interests in the site and facilities for 20 years without state approval. The applicant will maintain the project and associated infrastructure for a minimum of 20 years.
- E. To the fullest extent permitted by law, the applicant will agree to indemnify, hold harmless and defend the State of Nevada, its officers, employees, agents and invitees from and against all liabilities, claims, actions, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of any alleged negligent or willful acts or omissions of the Applicant, its officers, employees and agents.
- F. The Applicant will furnish progress reports and such other information as the DIVISION may require. At a minimum the DIVISION will be notified and given the opportunity to review the project design and construction at multiple project milestones:
  - Project Initiation after grant award
  - Completion of 25, 50, and 90 percent of the Project design

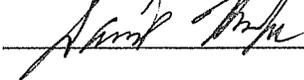
- Final design prior to advertisement and award of contract
- Preconstruction Meeting
- Completion of 25, 50 and 75% of construction
- Project completion prior to release of contractor

- G. The Applicant will provide and maintain competent and adequate engineering supervision and inspection at the construction site to insure that completed work conforms to the approved plans and specifications.
- H. The Applicant will operate and maintain the work done in accordance with the minimum standards as may be required or prescribed by the applicable state and local agencies.
- I. The Applicant will obtain all permits, easements and other private and governmental agency approvals required for the project prior to the commencement of construction.
- J. The Applicant must receive notice to proceed from the DIVISION prior to advertisement of bids and commencement of construction.
- K. The Applicant will give the DIVISION or its designate, access to and the right to audit project records.
- L. The Applicant will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving state agency that funds have been approved and that the project will be prosecuted to completion with reasonable diligence.
- M. The Applicant will comply with Title IV of the Civil Rights Act of 1964 (P. O. 88-352).
- N. The Applicant will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- O. The Applicant will comply with the provisions of the Hatch Act which limit the political activity of employees.
- P. The applicant understands that competitive opening bidding is required as outlined in Nevada Revised Statutes Chapter 338.

Name

David Humke, Chairman, Washoe County Commission

Signature



Date:

11-12-12



RESOLUTION OF THE  
WASHOE COUNTY BOARD OF COMMISSIONERS

DIRECTING STAFF TO NOT ACCEPT ANY LICENSING OR LAND USE APPLICATIONS FOR MEDICAL MARIJUANA ESTABLISHMENTS UNTIL COUNTY CODES, RESOLUTIONS, POLICIES AND PROCEDURES ARE APPROVED ALLOWING AND REGULATING SUCH ESTABLISHMENTS, AND TO DETERMINE LEGISLATIVE AND ADMINISTRATIVE ACTIONS REQUIRED TO IMPLEMENT SENATE BILL 374 ALLOWING AND REGULATING SUCH ESTABLISHMENTS IN THE UNINCORPORATED WASHOE COUNTY, AND TO REPORT TO THE BOARD NOT LATER THAN JUNE OF 2014.

WHEREAS,

A. The Nevada Legislature enacted Senate Bill (SB) 374 authorizing the establishment and regulation of medical marijuana establishments in Nevada and directed the Nevada Division of Public and Behavioral Health (the "Division") to promulgate regulations regarding their establishment and regulation, and the Division has conducted four workshops to discuss issues and possible regulatory provisions but does not expect to have such regulations completed until April of 2014; and,

B. The establishment of medical marijuana establishments as defined in SB 374 are not authorized under current Washoe County development, zoning and/or business licensing codes, and until the Division regulations and procedures are developed and coordinated with the counties in the State of Nevada, Washoe County is unable to determine which County ordinances, codes and procedures will require amendments or changes to conform to SB 374 and the Division's regulations; and,

C. When the Division regulations are published, the Board of County Commissioners intends to use a reasonable time period to thoughtfully contemplate the policy and legal implications of permitting and regulating medical marijuana establishments in the unincorporated County, and, at an appropriate time, to consider, seek public input, draft, and potentially adopt appropriate ordinances and procedures regarding the establishment of medical marijuana establishments in the unincorporated County; and,

D. Under SB 374, applicants will have a limited period of time to apply for certificates of registry from the Division, and it is anticipated that some applicants may apply to the County for the County business license or certificates that must be submitted concurrent with the state applications under Section 10 of SB 374, and County staff will be unable to develop the necessary forms and procedures to accept such applications and to act on those applications without the legislative guidance from this Board;

NOW THEREFORE BE IT RESOLVED THAT THE WASHOE COUNTY BOARD OF COMMISSIONERS DOES HEREBY

1. Direct County staff to not accept and to return any applications, reservations, letters or other documents seeking licensure, zoning entitlements, building permits or any other certificates or documents required under SB 374 or the Division regulations for medical marijuana establishments until this Board has adopted County codes, resolutions, policies and procedures are approved allowing and regulating such establishments in unincorporated Washoe County. Further, County staff shall not agree to hold any applications or grant reservation rights to any such applications in order to imply a time preference or order of review once the legislation is adopted, and all such applications shall be only accepted and processed in the manner provided in the legislation of this Board.

13-1005

62

2. Direct County staff to begin a review of County codes, resolutions, policies and procedures to determine the legislative and administrative actions required to implement SB 374, and to work with the Division to anticipate and maximize the coordination of Division regulations and efforts with County codes and regulations in order to have legislative proposals for this Board to consider within a reasonable time period after Division regulations are made final.

3. Direct County staff to provide a status report not later than the last regular meeting of this Board in June of 2014.

ADOPTED on November 12, 2013.

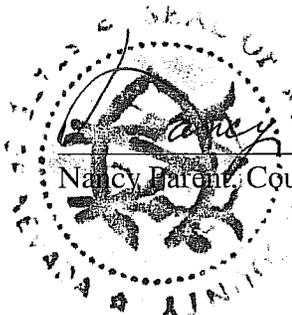
WASHOE COUNTY  
BOARD OF COUNTY COMMISSIONERS



---

David Humke, Chairman

ATTEST



  
Nancy Parent, County Clerk