

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

TUESDAY

10:00 A.M.

APRIL 22, 2014

PRESENT:

David Humke, Chairman
Bonnie Weber, Vice Chairperson
Marsha Berkgigler, Commissioner
Vaughn Hartung, Commissioner (Via Telephone)
Kitty Jung, Commissioner

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

The Washoe County Board of Commissioners convened at 10:03 a.m. in regular session in the Commission Chambers of the Washoe County Administration Complex, 1001 East Ninth Street, Reno, Nevada. Following the Pledge of Allegiance to the flag of our Country, the Clerk called the roll and the Board conducted the following business:

14-331 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.”

Katherine Snedigar displayed a map of Palomino Valley. She stated there was only a small area in Palomino Valley that could be developed, which concerned many residents in Warm Springs. She said residents were denied when they asked to have their property rights restored that they felt were illegally taken. The only part of Palomino Valley that could be planned and developed was the Specific Plan area indicated on the map. A copy of the map was placed on file with the Clerk.

Cathy Brandhorst addressed the Board.

14-332 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.)”

John Slaughter, County Manager, announced that Agenda Item 23 would be pulled from the agenda since department budget appeals were not needed. He noted the adoption date and second reading for Agenda Item 20 should be May 13, 2014. Mr. Slaughter read staff recognitions that were received in the Manager's Office.

Commissioner Weber requested staff review the issues brought forward in regard to Palomino Valley, and requested a report back to the Board. She shared that she attended the unveiling of the electric buses by the Regional Transportation Commission (RTC) on April 14th.

Commissioner Hartung reminded staff that the fee deferral discussed at an earlier meeting needed to be completed by July 1st in order for the County to participate. He requested that discussion be heard by the Board in June.

Commissioner Jung said she recently met with Reno City Councilmember Neoma Jardon to discuss ideas concerning Senior Services. An idea brought forward by Councilmember Jardon would be to organize a "Stuff-a-Bus" program with the County and the two Cities for senior citizens. She also requested a dashboard for Commissioners to track any requests they made to staff in order for those requests to be managed.

PROCLAMATIONS

Commissioner Weber suggested that the following five Proclamations each be read by a Commissioner, public comment taken for the Proclamations, and then voted on in a block vote.

Paul Lipparelli, Legal Counsel, stated that orchestrating the procedures and protocols was within the discretion of the presiding officer.

Chairman Humke indicated that the Proclamations would all be read in order and then voted on in a block vote.

In response to the call for public comment, Sam Dehne spoke on several of the Proclamations.

14-333 AGENDA ITEM 5 - PROCLAMATION

Agenda Subject: "Proclamation--May 1, 2014 as National Day of Prayer. (All Commission Districts.) Requested by Commissioner Weber."

Commissioner Weber read and presented the Proclamation to former County Commissioner Robert Larkin. She announced that this was the 11th year the Proclamation and National Day of Prayer would be celebrated in the County.

Mr. Larkin thanked the Board for their continued support. He covered the history of the National Day of Prayer and asked all citizens of the County to join in and celebrate. He noted that the National Day of Prayer was strictly funded by private sources and no government funds were used.

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

14-334 AGENDA ITEM 6 - PROCLAMATION

Agenda Subject: "Proclamation--May 2014 as Older Americans Month--Senior Services. (All Commission Districts.)"

Commissioner Jung read and presented the Proclamation to Grady Tarbutton, Senior Services Director and several members of the Senior Advisory Boards.

Mr. Tarbutton recognized the many partners and agencies that were assisting in the 60 scheduled events planned for Older Americans Month. He said this was the 50th celebration of Older Americans Month in Washoe County and invited the Commissioners to attend the opening ceremonies. Several members of the Senior Advisory Boards and local agencies introduced themselves to the Board.

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

14-335 AGENDA ITEM 7 - PROCLAMATION

Agenda Subject: "Proclamation--May 2014 as National Bike Month--Health District. (All Commission Districts.)"

Commissioner Jung read the Proclamation. No one was present to accept the Proclamation.

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

14-336 AGENDA ITEM 8 - PROCLAMATION

Agenda Subject: "Proclamation--May 2014 as Lake Tahoe Basin Wildfire Awareness Month—Truckee Meadows Fire Protection District."

Commissioner Berkgigler read and presented the Proclamation to Truckee Meadows Fire Protection District (TMFPD) Chief Charles Moore, TMFPD Fire Marshal Amy Ray and, Cooperative Extension "Living with Fire" Coordinator Ed Smith.

Mr. Smith thanked the Board for the Proclamation. He said the purpose of Wildfire Awareness Month was to promote awareness and reduce the wildfire threat to communities. He invited the Board to attend the "kick-off" event on May 3, 2014 at Mills Park in Carson City and also noted that events would be held throughout the State.

Chief Moore said it had been demonstrated that individual preparedness in homes increased the survivability by a wildfire. He noted the Proclamation would raise awareness, and the TMFPD was always available to assist homeowners with information and expertise to protect their homes from wildfires.

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

14-337 AGENDA ITEM 9 - PROCLAMATION

Agenda Subject: "Proclamation--May 2014 as Nevada Wildfire Awareness Month--Truckee Meadows Fire Protection District."

Chairman Humke read and presented the Proclamation to Truckee Meadows Fire Protection District (TMFPD) Chief Charles Moore.

Chief Moore said the Proclamation served as a call to action for citizens to prepare for the survivability in a wildfire.

TMFPD Fire Marshal Amy Ray indicated there were many events planned throughout the area and invited the public to attend and learn about wildfire awareness.

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

CONSENT AGENDA

14-338 AGENDA ITEM 10A

Agenda Subject: "Cancel May 20, May 27 and June 10, 2014 County Commission meetings."

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Berkgigler, which motion duly carried, it was ordered that Agenda Item 10A be approved.

14-339 AGENDA ITEM 10B - ASSESSOR

Agenda Subject: “Approve roll change requests, pursuant to NRS 361.768 and NRS 361.765, for errors discovered for the 2013/2014, 2012/2013 secured tax roll and authorize Chairman to execute the changes described in Exhibit A and direct the Washoe County Treasurer to correct the error(s) [cumulative amount of decrease \$1,077.90]. (Parcels are in various Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Berkgigler, which motion duly carried, it was ordered that Agenda Item 10B be approved, authorized, executed and directed.

14-340 AGENDA ITEM 10C – HUMAN RESOURCES

Agenda Subject: “Approve reclassification requests of a vacant Sr. Deputy Recorder, pay grade H, to a Deputy County Recorder, pay grade G (Recorder’s Office); and a vacant Licensed Practical Nurse, pay grade J, to an Office Assistant II, pay grade E (District Health) as evaluated by the Job Evaluation Committee. [Net annual cost savings estimated at \$3,413]. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Berkgigler, which motion duly carried, it was ordered that Agenda Item 10C be approved.

14-341 AGENDA ITEM 10D - TREASURER

Agenda Subject: “Approve Interlocal Agreement between the County of Washoe and the Reno-Tahoe Airport Authority for the investment of funds in the Washoe County Investment Pool [no fiscal impact]. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Berkgigler, which motion duly carried, it was ordered that Agenda Item 10D be approved. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

14-342 AGENDA ITEM 10E – 911 EMERGENCY RESPONSE ADVISORY COMMITTEE/TECHNOLOGY SERVICES

Agenda Subject: “Approve travel/training request [not to exceed \$19,697] for registration for two training conferences; and travel expenses [not to exceed

\$13,559] for a total amount [not to exceed \$33,256] for fiscal year 2013-2014. Total expenditures, to be funded within the adopted operating budgets of the E911 Fund. (All Commission Districts.)"

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Berkgigler, which motion duly carried, it was ordered that Agenda Item 10E be approved.

14-343 AGENDA ITEM 10F(1) - COMMUNITY SERVICES

Agenda Subject: "Approve the Water Rights Deed transferring 2.02 acre-feet of water rights from Washoe County to Behrouz Ben Farahi. (Commission District 2.)"

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Berkgigler, which motion duly carried, it was ordered that Agenda Item 10F(1) be approved.

14-344 AGENDA ITEM 10F(2) – COMMUNITY SERVICES

Agenda Subject: "Approve a Lease Agreement between ECOL Partnership and Washoe County for a thirty-six month term, commencing May 1, 2014 through April 30, 2017, for the renewal of occupancy at 250 S. Rock Blvd. #100, for the Registrar of Voters' voting machine and equipment management facility [\$90,450.96 annually]. (All Commission Districts.)"

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Berkgigler, which motion duly carried, it was ordered that Agenda Item 10F(2) be approved.

14-345 AGENDA ITEM 10F(3) – COMMUNITY SERVICES

Agenda Subject: "Authorize the Chairman to sign a letter of support to the Nevada Department of Transportation (NDOT) to relinquish to Washoe County, the City of Reno and the City of Sparks certain Truckee River water rights appurtenant to NDOT roadways and rights-of ways within the Truckee Meadows. (All Commission Districts.)"

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Berkbigler, which motion duly carried, it was ordered that Agenda Item 10F(3) be authorized and executed.

14-346 AGENDA ITEM 10G(1) - LIBRARY

Agenda Subject: “Approve Library Services and Technology Act grant through the Nevada State Library and Archives [\$89,659, with \$8,966 local match required (in-kind)]; retroactive term from April 1, 2014-June 30, 2015, for creating Science, Technology, Engineering, and Math (STEM) learning spaces in the library; direct Finance to make the necessary budget adjustments and authorize the Director to sign the grant award documents. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Berkbigler, which motion duly carried, it was ordered that Agenda Item 10G(1) be approved, authorized, executed and directed.

14-347 AGENDA ITEM 10G(2) - LIBRARY

Agenda Subject: “Approve Library Services and Technology Act grant through the Nevada State Library and Archives [\$2,790, with \$279 local match required (in-kind)]; retroactive term from April 1, 2014-June 30, 2015, for purchasing touch screen monitors for the downloadable stations in the library; direct Finance to make the necessary budget adjustments and authorize the Director to sign the grant award documents. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Berkbigler, which motion duly carried, it was ordered that Agenda Item 10G(2) be approved, authorized, executed and directed.

14-348 AGENDA ITEM 10H(1) - SHERIFF

Agenda Subject: “Approve acceptance of [\$62,885, no cash match required; 25% in-kind match, \$15,721.25, required] in grant funds to the Washoe County Sheriff’s Office Sheriff’s Community Work Program from the Community Foundation of Western Nevada, Truckee River Fund, to be used to continue to pay for an Inmate Work Program Leader to supervise inmate and community service work crews for re-vegetation and weed control, and trash and graffiti removal; and authorize Finance to make the necessary budget adjustments. Match is 25% in-kind, and will be accomplished with inmate work crew hours. Award period retroactive to March 21, 2014 through December 31, 2014. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Berkbigler, which motion duly carried, it was ordered that Agenda Item 10H(1) be approved and authorized.

14-349 AGENDA ITEM 10H(2) - SHERIFF

Agenda Subject: “Amendment #1 to Interlocal Contract between Public Agencies Between the State of Nevada Acting By and Through Its State Gaming Control Board and Washoe County Acting By and Through Its Washoe County Sheriff’s Office Forensic Science Division for forensic services for the term of July 1, 2014 through June 30, 2015 [estimated income \$1,500 plus any requested crime scene services at \$250/investigator/hour]; and authorize Finance to make the necessary budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Berkbigler, which motion duly carried, it was ordered that Agenda Item 10H(2) be approved and authorized. The Amendment for the Interlocal Contract for same is attached hereto and made a part of the minutes thereof.

14-350 AGENDA ITEM 10I(1) – SENIOR SERVICES

Agenda Subject: “Accept cash donations [\$5,813.72] for the period of January 1, 2014 through March 31, 2014 for the third 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 Berkbigler, which motion duly carried, it was ordered that Agenda Item 10I(1) be accepted and directed.

14-351 AGENDA ITEM 10I(2) - SHERIFF

Agenda Subject: “Accept donation of firearms test fire tank (Cyber National bullet recovery system) and self-containing connex from the City of Huntington Beach, CA [today’s value \$95,000] and approve donation of a storage connex from Washoe County Sheriff’s Office to the City of Huntington Beach, CA [valued at \$6,500]. (All Commission Districts.)”

On behalf of the Board, Commissioner Jung thanked the City of Huntington Beach, California for their generous donation.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Berkbigler, which motion duly carried, it was ordered that Agenda Item 10I(2) be approved and accepted.

14-352 AGENDA ITEM 10I(3) – SOCIAL SERVICES

Agenda Subject: “Accept cash donations [\$8,930.38] for the period of January 1, 2014 through March 31, 2014; 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 Berkbigler, which motion duly carried, it was ordered that Agenda Item 10I(3) be accepted and directed.

BLOCK VOTE

The following Agenda Items were consolidated and voted on in a block vote: 13, 14, 15, 16 and 17.

11:10 a.m. Chairman Humke temporarily left the meeting during the reading of the block items.

14-353 AGENDA ITEM 13 - COMPTROLLER

Agenda Subject: “Recommendation to approve a resolution directing the Clerk to notify the Washoe County Debt Management Commission of the County’s proposal to issue its Washoe County, Nevada General Obligation (limited tax) Sewer Bonds (additionally secured by pledged revenues)in the maximum principal amount of \$24,000,000; providing certain details in connection therewith; and providing the effective date hereof. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Berkbigler, which motion duly carried with Chairman Humke absent, it was ordered that

Agenda Item 13 be approved. The Resolution for same is attached hereto and made a part of the minutes thereof.

14-354 AGENDA ITEM 14 – SHERIFF/SOCIAL SERVICES

Agenda Subject: “Recommendation to authorize the creation of one 1.0 FTE, fully benefitted position classified as a Washoe County Sheriff’s Office Deputy Sheriff, in support of Human Services agency activities, funded 100% by Department of Social Services indigent funding [approximate annual amount \$155,000]; direct the Human Resources Department to make the necessary adjustments and authorize Finance to make the necessary adjustments. (All Commission Districts.)”

There was no public comment on this item.

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

14-355 AGENDA ITEM 15 – 800 MHz JOINT OPERATING COMMITTEE/TECHNOLOGY SERVICES

Agenda Subject: “Recommendation to approve Interlocal Agreement between the Nevada Department of Transportation (NDOT) and Washoe County to share the cost of the Hardware Refresh of the Washoe County Regional Communications System (WCRCS) Voice Interoperability Data Access (VIDA) communications system switches [not to exceed \$500,000]. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Berkbigler, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 15 be approved. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

14-356 AGENDA ITEM 16 – COMMUNITY SERVICES

Agenda Subject: “Recommendation to approve a refund to LP Damonte, LLC for sanitary sewer connection privilege fees [\$185,000 - funds reimbursed from Sanitary Sewer Connection Fee Cost Center 668600] as a result of the merger and re-subdivision of the Damonte Ranch Phase V, Villages 1 and 2, Unit 1 Subdivision located in the South Truckee Meadows resulting in a reduction from 207 lots to 170 lots. (Commission District 2.)”

There was no public comment on this item.

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

14-357 AGENDA ITEM 17 – COMMUNITY SERVICES

Agenda Subject: “Recommendation to award a bid and approve the Agreement to the lowest responsive, responsible bidder for the Sunrise Estates Well 4 Construction Project; recommended [Cascade Drilling, LP, \$384,830]. (Commission District 2.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Berkbigler, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 17 be approved.

11:12 a.m. The Board convened as the Truckee Meadows Fire Protection District (TMFPD) and the Sierra Fire Protection District (SFPD) Board of Fire Commissioners. Chairman Humke returned to the meeting during the TMFPD/SFPD meeting.

11:50 a.m. The Board recessed into closed session as the TMFPD/SFPD Board of Fire Commissioners and reconvened as the Board of County Commissioners. It was noted that the TMFPD/SFPD meeting would adjourn from the closed session.

The following item only (Agenda Item No.12) will be heard by the Washoe County Board of Commissioner who will convene as the Washoe County Board of Commissioners and the Board of Fire Commissioners for the Truckee Meadows Fire Protection District. (Agenda Item No. 5 on the Fire agenda)

14-358 AGENDA ITEM 12 – TRUCKEE MEADOWS FIRE PROTECTION DISTRICT/SHERIFF

Agenda Subject: “Recommendation for approval by the Board of Fire Commissioners, an Annual Operating Plan for Cooperative Fire Protection Agreement between U.S. Forest Service – Humboldt-Toiyabe National Forest and the Truckee Meadows Fire Protection District and if approved, an approval by the Board of County Commissioners, an inclusion of the Sheriff’s Raven helicopter program as set forth in the aforementioned Annual Operating Plan. (All Commission Districts.)”

Fire Chief Charles Moore indicated that the Regional Aviation Enforcement Program (RAVEN) was being added as an approved resource by the U.S.

Forest Service to use during their fires. He mentioned a few changes were being made to the Operating Plan as noted in the staff report.

Commissioner Berkbigler asked if the changes were supported and not an issue from a budgetary perspective. Chief Moore replied there was not an issue with any of the changes and they were all standard practice.

In response to the call for public comment, Cathy Brandhorst stated her concerns about helicopters.

Paul Lipparelli, Legal Counsel, explained since the Board was convened as the Board of Fire Commissioners (BOFC) and the Board of County Commissioners (BCC), two separate votes were needed.

For the Board of County Commissioners, on motion by Commissioner Berkbigler, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 5 be approved. (The vote for the BOFC was taken and placed on the BOFC minutes of April 22, 2014, Agenda Item 5.)

14-359 AGENDA ITEM 18 – COMMUNITY SERVICES

Agenda Subject: “Introduction and first reading of an Ordinance approving a “First Amendment to Development Agreement (Autumn Wood Project)” amending a Development Agreement originally approved in 2010 (AC10-003) regarding the Autumn Wood Subdivision (approved in 2006 as Tentative Map TM06-002). This amendment (Case No. AC14-002) extends the deadline for filing the next in a series of final subdivision maps to March 7, 2018, with a possible extension by the Director of the Planning and Development Division to March 7, 2020. The subdivision is located on the northwest corner of Zolezzi and Jeppson Lanes and is currently undeveloped within Section 17, T18N, R20E (APN: 044-320-48); and if approved and found to be consistent with the Master Plan, schedule a public hearing, second reading and possible adoption of the Ordinance for May 13, 2014. (Commission District 2.)

Nancy Parent, County Clerk, read the title for Bill No. 1709.

Bill No. 1709, entitled, "AN ORDINANCE APPROVING A “FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (AUTUMN WOOD PROJECT)” AMENDING A DEVELOPMENT AGREEMENT ORIGINALLY APPROVED IN 2010 (AC10-003) REGARDING THE AUTUMN WOOD SUBDIVISION (APPROVED IN 2006 AS TENTATIVE MAP TM06-002). THIS AMENDMENT (CASE NO. AC14-002) EXTENDS THE DURATION OF THE AGREEMENT TO MARCH 7, 2020 AND EXTENDS THE DEADLINE FOR FILING THE NEXT IN A SERIES OF FINAL SUBDIVISION MAPS TO MARCH 7, 2018, WITH A POSSIBLE EXTENSION BY THE DIRECTOR OF THE PLANNING AND DEVELOPMENT DIVISION TO MARCH 7, 2020. THE

SUBDIVISION IS LOCATED ON THE NORTHWEST CORNER OF ZOLEZZI AND JEPPSON LANES AND IS CURRENTLY UNDEVELOPED WITHIN SECTION 17, T18N, R20E (APN: 044-320-48)," was introduced by Chairman Humke, and legal notice for final action of adoption was directed. It was noted that the public hearing, second reading and possible adoption of the Ordinance be set for May 13, 2014.

14-360 AGENDA ITEM 19 – COMMUNITY SERVICES

Agenda Subject: “Introduction and first reading of an Ordinance approving a “Second Amended and Restated Agreement” (Eagle Canyon IV) amending and restating a Development Agreement originally approved in 2008 (DA08-004) regarding the Eagle Canyon IV Subdivision (approved in 2003 as Tentative Map TM03-006). This amendment (Case No. AC14-001) extends the deadline for filing the next in a series of final subdivision maps to May 20, 2018, with a possible extension by the Director of the Planning and Development Division to May 20, 2020. The subdivision is located south of West Calle de la Plata and west of Pyramid Highway and within Sections 22 & 23, T21N, R20E, MDM (APN: 532-120-01 & 532-120-09); and, if approved and found to be consistent with the Master Plan, schedule a public hearing, second reading and possible adoption of the Ordinance for May 13, 2014. (Commission District 4.)”

Nancy Parent, County Clerk, read the title for Bill No. 1710.

Bill No. 1710, entitled, "AN ORDINANCE APPROVING A “SECOND AMENDED AND RESTATED AGREEMENT” (EAGLE CANYON IV) AMENDING AND RESTATING A DEVELOPMENT AGREEMENT ORIGINALLY APPROVED IN 2008 (DA08-004) REGARDING THE EAGLE CANYON IV SUBDIVISION (APPROVED IN 2003 AS TENTATIVE MAP TM03-006). THIS AMENDMENT (CASE NO. AC14-001) EXTENDS THE DEADLINE FOR FILING THE NEXT IN A SERIES OF FINAL SUBDIVISION MAPS TO MAY 20, 2018, WITH A POSSIBLE EXTENSION BY THE DIRECTOR OF THE PLANNING AND DEVELOPMENT DIVISION TO MAY 20, 2020. THE SUBDIVISION IS LOCATED SOUTH OF WEST CALLE DE LA PLATA AND WEST OF PYRAMID HIGHWAY AND WITHIN SECTIONS 22 & 23, T21N, R20E, MDM (APN: 532-120-01 & 532-120-09)," was introduced by Commissioner Jung, and legal notice for final action of adoption was directed. It was noted that the public hearing, second reading and possible adoption of the Ordinance be set for May 13, 2014.

14-361 AGENDA ITEM 20 – COMMUNITY SERVICES

Agenda Subject: “Introduction and first reading of an Ordinance approving an “Amended and Restated Development Agreement (Sierra Reflections)” amending and restating a Development Agreement originally approved in 2008 (DA08-003) regarding Sierra Reflections Subdivision (approved in 2006 as Tentative Map TM06-001). This agreement (Case Number DA14-001) extends the deadline for

filing the next in a series of final maps to June 14, 2018, with a possible extension by the Director of Planning and Development to June 14, 2020. The project is bordered on the north by Pagni Lane, on the east by US Highway 395 South and as far south as Little Washoe Lake in the Pleasant Valley area. The project encompasses a total of 29 parcels that total approximately 759.6 acres. The parcels are located within the South Valleys Area Plan, and are situated in portions of Sections 13, 14 and 23, T17N, R19E, and Section 18, T17N, R20E MDM, Washoe County, Nevada. The property is located within the South Truckee Meadows/Washoe Valley Citizen Advisory Board boundaries and within Washoe County Commission District No. 2. (APNs 046-060-45 and 47; 046-080-40; 046-090-01, 04 through 18, and 23 through 26; and 046-100-02 through 04, 07, 09 and 10); and, if approved and found to be consistent with the Master Plan, schedule a public hearing, second reading and possible adoption of the Ordinance for May 27, 2014. (Commission District 2.)"

Nancy Parent, County Clerk, read the title for Bill No. 1711.

Bill No. 1711, entitled, "AN ORDINANCE APPROVING AN "AMENDED AND RESTATED DEVELOPMENT AGREEMENT (SIERRA REFLECTIONS)" AMENDING AND RESTATING A DEVELOPMENT AGREEMENT ORIGINALLY APPROVED IN 2008 (DA08-003) REGARDING SIERRA REFLECTIONS SUBDIVISION (APPROVED IN 2006 AS TENTATIVE MAP TM06-001). THIS AGREEMENT (CASE NUMBER DA14-001) EXTENDS THE DEADLINE FOR FILING THE NEXT IN A SERIES OF FINAL MAPS TO JUNE 14, 2018, WITH A POSSIBLE EXTENSION BY THE DIRECTOR OF PLANNING AND DEVELOPMENT TO JUNE 14, 2020. THE PROJECT IS BORDERED ON THE NORTH BY PAGNI LANE, ON THE EAST BY US HIGHWAY 395 SOUTH AND AS FAR SOUTH AS LITTLE WASHOE LAKE IN THE PLEASANT VALLEY AREA. THE PROJECT ENCOMPASSES A TOTAL OF 29 PARCELS THAT TOTAL APPROXIMATELY 759.6 ACRES. THE PARCELS ARE LOCATED WITHIN THE SOUTH VALLEYS AREA PLAN, AND ARE SITUATED IN PORTIONS OF SECTIONS 13, 14 AND 23, T17N, R19E, AND SECTION 18, T17N, R20E MDM, WASHOE COUNTY, NEVADA. THE PROPERTY IS LOCATED WITHIN THE SOUTH TRUCKEE MEADOWS/WASHOE VALLEY CITIZEN ADVISORY BOARD BOUNDARIES AND WITHIN WASHOE COUNTY COMMISSION DISTRICT NO. 2. (APNS 046-060-45 AND 47; 046-080-40; 046-090-01, 04 THROUGH 18, AND 23 THROUGH 26; AND 046-100-02 THROUGH 04, 07, 09 AND 10)," was introduced by Chairman Humke, and legal notice for final action of adoption was directed. It was noted that the public hearing, second reading and possible adoption of the Ordinance be set for May 13, 2014.

14-362 AGENDA ITEM 26 – CLOSED SESSION

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

12:30 p.m. On motion by Commissioner Weber, seconded by Commissioner Berkbigler, which motion duly carried, it was ordered that the meeting recess to a closed session for the purpose of discussing labor negotiations with Washoe County, Truckee Meadows Fire Protection District and/or Sierra Fire Protection District per NRS 288.220.

2:00 p.m. The Board reconvened with all members present. It was noted that Commissioner Hartung was participating in the meeting via telephone.

14-363 AGENDA ITEM 21 – COMMUNITY SERVICES

Agenda Subject: “Discussion and possible direction to Commissioner Hartung (representative to the Nevada Public Land Management Task Force) in regards to Washoe County concerns with the State of Nevada potentially acquiring and managing existing federal lands within the County. (All Commission Districts.)”

Bill Whitney, Division Director, indicated that Commissioner Hartung was the County's representative on the Nevada Public Land Management Task Force (Task Force), which was charged with gathering data regarding the economic costs and benefits related to a transfer of public lands from the federal government to the State of Nevada. Including how to quantify costs associated with a transfer, a business case to address expenses associated with an initial transfer, and to review options for the management of any public lands that would be transferred. Recently, a presentation had been given to the Board from Mike Baughman, Intertech Services Corporation, on the options for management of any public lands transferred from the federal government to the State and the economics of such a transfer. Mr. Whitney stated that the Task Force was scheduled to meet again on April 25th and hoped that Commissioner Hartung would receive direction to take to that meeting. He said the Task Force would be reviewing a preliminary draft at that meeting and would meet again on May 30th to discuss and adopt a revised draft. The focus of this item was to cover the concerns the Board may have with transferring federal lands to the State. He explained that Attachment A in the staff report was a list of concerns and questions for the Commissioners to assign a level of importance, such as high, medium or low. Mr. Whitney asked the Board to complete that list by April 24th so Commissioner Hartung could take those to the meeting on April 25th.

Commissioner Weber suggested a public workshop for the Commissioners to review all the maps with the affected lands and then proceed step-by-step. Mr. Whitney explained that Commissioner Hartung needed any concerns and questions the Board may have now for April 25th, but indicated that the Task Force was not presently looking at particular properties.

Commissioner Hartung agreed that a workshop would be beneficial; however, the Task Force had asked about issues each County may currently have. He requested the Board outline their issues and/or other concerns for him to bring forward to

the Task Force. He indicated that the Task Force wished to phase this process because if 4 million acres were taken back, there was currently no staffing or methodology in place to manage that acreage.

Commissioner Berkbigler said she was concerned about the list since the items were all negative, and she suggested placing positive aspects of land transfers on the list. She noted that the Bureau of Land Management (BLM) had a tendency to overstep their bounds, particularly in regard to State's rights and the rights of citizens in the State of Nevada. She said that should be taken into consideration when looking at the lands involved.

Commissioner Jung believed that the State could do whatever they wanted to do as long as it was codified, but it would not now, or ever, become the County's responsibility.

Chairman Humke commented that anytime an entity took over an operation of government from another entity there was intense pressure by the entity giving up the function for the new entity to retain the employees. He agreed that a public workshop would be beneficial.

Commissioner Berkbigler suggested that mining fees and claims be a part of the list, which was important throughout the State. If the State took over some lands that had a significant amount of gold or minerals, she asked how those fees would be paid, where the responsibility of the mining claims was, and who collected the 5 percent fee mining companies currently paid. She felt those questions needed to be answered.

Commissioner Hartung explained that the mining claims and grazing rights would follow the land and the money would go to the State, which was a concern especially to the mineral-rich Counties. He acknowledged there were many difficult questions that needed answers.

Commissioner Weber agreed that the State might deem costs appropriate to pass to the County, but the County did not need any more unfunded mandates. She believed there were some lands the County needed to request and identify, which could be discussed in a workshop.

Commissioner Hartung suggested asking for a Legislative fast track process to allow the County to rapidly take in those lands they saw fit for economic development. He would prefer a list that would quantify the general direction that Washoe County wanted to move toward. He commented that the rural Counties were concerned about the direction Washoe and Clark Counties would take since the rural Counties needed the support from the two largest Counties.

Mr. Whitney asked the Commissioners to turn in their lists with their rankings before April 25th, along with any other concerns. He said a public workshop was suggested to delve into the issues, and said staff would develop a list on what that

workshop may entail. He noted that this topic would be on the Board's agendas for the upcoming months.

Commissioner Berkbigler agreed with the concept of the State not taking over these lands and stating which Counties would manage which lands. She said this was an issue that had potential economic development for the State of Nevada. She had the same concerns as the other Commissioners, but also had an overriding desire for a large area of the land to returned to the State. She disclosed that she had been a part of the original Sagebrush Rebellion.

Chairman Humke said the difficulties the Counties had with one another was evident at the Nevada Association of Counties (NACO). He said many Counties were concerned with agriculture, mining and ranching and wondered if the Task Force had any input from the business community since he felt they should be included in the discussions.

Commissioner Weber suggested the mining, agricultural and ranching communities be invited to participate in the workshop.

Commissioner Hartung suggested adding a phased approach to the list. He indicated there was a substantive piece of land controlled by the Department of Defense, which was not included since those lands were contaminated. He reiterated that the initial phase would involve about 4 million acres Statewide.

Commissioner Weber asked if direction was needed for a workshop or could that be determined by consensus of the Board. Chairman Humke stated it could be by consensus.

In response to the call for public comment, Cathy Brandhorst spoke on federal lands.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried, it was ordered that the report be accepted. It was further ordered that the Commissioners would submit their comments.

14-364 AGENDA ITEM 24 - MANAGER

Agenda Subject: “Recommendation to acknowledge the Washoe County Regional Animal Services Evaluation of Operating Models Report from the Washoe Regional Animal Services Future Operator Technical Advisory Committee; select a model for future governance of Washoe County Regional Animal Services; and direct staff to initiate a process to transfer management and oversight from the Washoe County Sheriff’s Office. (All Commission Districts.)”

Kevin Schiller, Assistant County Manager, said there had been a transition of operations of the Regional Animal Services to the Washoe County Sheriff's Office

(WCSO) in January 2012. In December of 2013, there was a request from the WCSO for the Regional Animal Services to return to County operations, which began a process to identify and evaluate all the alternatives and then propose a recommended structure. He explained that a Technical Advisory Committee (TAC) was established to evaluate those models in moving Animal Services back into County operations or any other opportunities that may exist. Through the process, he said the following three models had been established:

Model 1: Public/Non-Profit Department within the County (managed by a department other than the WCSO);

Model 2: Public/Non-Profit Department within the County (new department); or,

Model 3: New Stand-Alone Entity/Joint Powers Authority (JPA).

Mr. Schiller said the criteria in evaluating the models included: financial; operations; legal; and, management. He said other important issues were interlocal compliance, the tax override, the enforcement authority and County Code Chapter 55. He said in reviewing the financial standing of Animal Services, as it currently stood and delineated in the report, the fiscal analysis showed financial sustainability within Models 1 and 2 through 2019. He said the primary issue surrounding the JPA was it becoming a stand-alone entity and, as such, some things would be lost. He said the implementation of a JPA would require a stand-alone agency for the full operation of regional animal control services. Historically, the County had provided all the field operations, criminal and civil citation enforcement, and services in the County's portion of the shelter in accordance with the Interlocal Agreement. The formation of a JPA would also require significant financial costs to include transition and implementation, with an estimated one-time cost of approximately \$300,000 specific to the County, with unknown costs to the Cities of Reno and Sparks.

As a division within a department (Model 1), Mr. Schiller said the TAC determined the two departments where the Regional Animal Services would best fit were Social Services and Community Services. As a stand-alone department (Model 2), the Regional Animal Services Director would report to the Assistant County Manager.

Mr. Schiller thoroughly reviewed the following three Models highlighted in the staff report: a division within a County Model; a department within the County Model; and, a new stand-alone entity/JPA Model. He said the analysis outlined two feasible options within the County's structure, with a third being a longer term option of the JPA, which would require an initial transition within County operations. It was staff's recommendation for a stand-alone department within the County structure (Model 2), which would provide a foundation to enhance the services provided by Regional Animal Services, establish their identity and importance to the citizens and regional parameters of the County, and to proactively continue addressing and resolving issues at the State and local level.

Commissioner Berkbigler asked if the Cities of Reno and Sparks had a model preference. Mr. Schiller replied there was discussion around Model 1 and Model 2, but the largest concern of the Cities was to not re-open the Interlocal Agreement. He said their support leaned toward a stand-alone department, based on the history and in moving forward. Commissioner Berkbigler questioned the financial support and the costs. Mr. Schiller replied there would be some initial one-time costs in establishing a stand-alone department, but it would operate similar to other departments that he managed.

Commissioner Hartung said if there was an infraction that required law enforcement would the jurisdiction respond or would the WCSO still respond.

Paul Lipparelli, Legal Counsel, said standard Animal Code violations would be enforced by Animal Services staff wherever they were located within the County's organization. Some types of violations involving animals constituted crimes under State law, such as cruelty to animals or vicious animal infractions and, in order to have a full prosecution, the cooperation of the law enforcement agency where the violation occurred would be required.

Under the current model, Commissioner Hartung asked if the Reno Police Department (RPD) would respond if an infraction, criminal in nature involving an animal, occurred in the City. Mr. Lipparelli replied it would depend on the circumstances. Mr. Schiller commented that the current Interlocal Agreement delineated that the WCSO was the primary responder, but if the Cities of Reno or Sparks wanted to respond, they could. Commissioner Hartung asked if the Cities understood that may change after the transition.

Assistant Sheriff Anthony Miranda indicated if the Cities were given the opportunity to respond and chose not to, the WCSO would respond to the call. Commissioner Hartung asked if the Interlocal Agreement needed to be re-crafted to state if there was an infraction of the law, one of the other agencies would potentially respond in their respective jurisdictions. Assistant Sheriff Miranda said changes would not be made to the Interlocal Agreement, and that the WCSO would cooperate and respond, if necessary, to any calls from Animal Services.

Chairman Humke asked if the Interlocal Agreement still worked financially. Mr. Schiller replied that the Agreement was still working financially and was relevant, current and supported the financial stand-up. Chairman Humke said he had no interest in disturbing the Interlocal Agreement or entering into a JPA.

In response to the call for public comment, Cathy Brandhorst spoke on animal issues.

Ardena Perry said she supported Model 2, which would allow Regional Animal Service to become a stand-alone department.

Kevin Ryan, Nevada Humane Society (NHS) CEO, thanked the Board and the jurisdictions for their advocacy on this issue. He clarified that the NHS did not receive any government funding and the \$4 million in the NHS budget for the current fiscal year was raised entirely through private resources. He said the investment made by the Interlocal Agreement was used wisely and said the NHS would continue to be substantial assets to the taxpayers and the animals.

Judith Snell said when the leadership of Animal Services was accepted by the WCSO, it was described as "the people's shelter" and this issue dealt with the public's money as well as their hearts. She agreed it was the people's shelter and hoped it remained as such. Of the three models presented, she supported Model 2 and also strongly supported a review board comprised of members from all three entities and citizens in order to stay aware of the issues and/or concerns.

Nancy Parent, County Clerk, stated that written comments had been submitted by Richard Simmonds. A copy of those comments was placed on file with the Clerk.

Commissioner Hartung suggested a Citizens Animal Advisory Board be established. Commissioner Jung agreed with that suggestion. She also felt that Model 2 should be the model selected.

Commissioner Jung moved to select Model 2 for future governance of Washoe County Regional Animal Services and direct staff to initiate a process to transfer management and oversight from the Washoe County Sheriff's Office. Commissioner Hartung seconded the motion.

Mr. Schiller said staff could move forward with an Advisory Board based on Board direction.

Commissioner Berkbigler asked if Animal Services would be placed under the County Manager. Ms. Schiller clarified it would be the Washoe County Regional Animal Services Department and would sit in the structure of the County Manager's Office.

Commissioner Jung stated that was important in standing up the partnership. She said full due diligence had never been completed in hiring a professional animal services director or manager. She believed an Advisory Board was needed to oversee the budget.

Commissioner Hartung asked if the motion included the establishment of an Advisory Board. He commended Mr. Schiller on the staff report and said it was very compelling and complete. Commissioner Jung stated that an Advisory Board creation was included.

Commissioner Weber agreed with the Advisory Board, and suggested members from the Animal Control Board be included. Mr. Schiller recommended the specifics for the Advisory Board return as an agenda item.

On call for the question, the motion to acknowledge the Regional Animal Services evaluation of the Operating Models Report from the Technical Advisory Committee, to select Model 2 for future governance of Washoe County Regional Animal Services, to direct staff to initiate a process to transfer management and oversight from the Washoe County Sheriff's Office, and create an Animal Advisory Board passed on a 5 to 0 vote.

Mr. Schiller recognized and thanked the TAC and everyone that was involved with this process.

14-365 AGENDA ITEM 22 - MANAGER

Agenda Subject: "Update on Washoe County Government Affairs and Legislative Services. (All Commission Districts.)"

Kevin Schiller, Assistant County Manager, conducted a PowerPoint presentation, which was placed on file with the Clerk. The presentation included Interim Committees, Statutory Committees, Interim Studies, the Organizational Chart of the Manager's Office, Interim Legislative Affairs Management, legislative goals and platform issues and upcoming Legislative issues.

Commissioner Berkbigler said the issue of regional concerns needed to be included in the Legislative issues. Mr. Schiller stated there was discussion on the Legislative side for that concern and ensured that would be incorporated.

In regard to higher education, Chairman Humke said there had been some tumult in the community college system where some of the funding was lost to four-year and graduate level institutions. He said the "Arizona Plan" for community colleges was suggested, which required counties to take a portion of community college funding. He questioned if that idea was being considered by Legislators and, if so, that needed to be brought forward for discussion. Chairman Humke said he was concerned about the main Legislative Government Affairs operation at the Executive Branch and hoped there would be collaboration.

Commissioner Hartung said he would prefer discussion around the option of paperless sample ballots and suggested a conversation with the Secretary of State.

In response to Chairman Humke, John Slaughter, County Manager, explained that he had not yet been approached by many departments for Bill Draft Requests (BDR's). He explained there previously had been bill language for paperless sample ballots, but the bill did not make it through the session. Through various

processes, he explained that staff was able to place ideas into proposed Legislation, including the two BDR's the County could propose.

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

14-366 AGENDA ITEM 25

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

Commissioner Weber said the Nevada Association of Counties (NACO) meeting was scheduled for April 25th, and the Reno-Sparks Convention and Visitors Authority (RSCVA) meeting was scheduled for April 24th. She announced that the North Valleys Water Splash Park at the North Valleys Regional Sports Complex would open on May 17th. She requested presentations from the Airport Authority and the I-11 project.

Commissioner Hartung said the Truckee River Flood Management Authority (TRFMA) reported that the Army Corps of Engineers (Corps) had signed the General Re-evaluation Report and the Environmental Impact Study (EIS). He said those signatures meant that TRFMA was on their way toward a Corps sponsored flood project.

Commissioner Jung said the Medical Marijuana Working Group was working quickly in terms of the application language, air quality and health issues. She said she recently represented the County during the "Biggest Little City" campaign.

Commissioner Berkbigler said an announcement would be made on May 1st from the Economic Development Authority of Western Nevada (EDAWN) and the Airport Authority for a new business.

Chairman Humke reported that he attended the Commission District 2 Citizen Advisory Board (CAB) meeting and the Investment Committee meeting.

14-367 AGENDA ITEM 28 – 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.”

There was no response to the call for public comment.

* * * * *

4:21 p.m. There being no further business to discuss, on motion by Commissioner Jung, seconded by Commissioner Weber, which motion duly carried, the meeting was adjourned.

DAVID E. HUMKE, Chairman
Washoe County Commission

ATTEST:

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

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

INTERLOCAL AGREEMENT

1. PARTIES. This Interlocal Agreement (“Agreement”) is entered into between Washoe County (“County”), a political subdivision of the State of Nevada, by and through its duly constituted Board of County Commissioners, and the Reno-Tahoe Airport Authority (“Authority”), a body corporate and politic and a quasi-municipal corporation, by and through its duly constituted Board of Trustees. All parties are hereafter occasionally referred to as “the Parties.”

2. RECITALS.

2.1 The Reno-Tahoe Airport Authority Act, codified in Chapter 474, Statutes of Nevada 1977 (as amended), Section 10(11) provides that County and Authority may enter an agreement to utilize County’s officers, agents, employees, services, facilities, records and equipment, with the County’s consent, and subject to such terms and conditions as may be agreed upon.

2.2 The Parties are also local governments under NRS 354.474;

2.3 NRS 355.168 and 355.175 authorize the County’s Treasurer (“Treasurer”) to invest by pooling any money held by the Treasurer for local governments, including that of the Authority;

2.4 Authority, as a local government under NRS 354.474, desires to deposit certain monies with Treasurer to be pooled with monies of County and other local governments for investment in County’s pooled investment fund (“Fund”);

2.5 County has engaged the services of investment advisors, custodial banks and other investment services (hereinafter “third-party investment services”); and

2.6 County and Authority desire to enter into an agreement, and to formalize this agreement, to set forth the terms and conditions upon which said monies are to be pooled and invested.

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

3. PRIOR AGREEMENTS. This Agreement cancels and supersedes, as of the effective date hereof, any previous agreement, whether oral or written, between County and Authority regarding the subject of this Agreement.

4. AUTHORIZATION TO POOL AND INVEST. Authority hereby authorizes County and Treasurer, and County and Treasurer agree, to invest certain monies tendered by Authority in the Fund without compensation pursuant to the terms and conditions hereof.

5. IDENTIFICATION OF AUTHORITY MONIES. Authority will deposit certain monies with Treasurer from time to time for the purposes set forth herein.

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6. INVESTMENTS AND ALLOCATION.

6.1 Treasurer shall invest Authority's monies in such securities only as authorized by NRS 355.170 and 355.171, as well as other applicable provisions of Nevada Revised Statutes and any special applicable law, and in accordance with County's Investment Management Plan (a copy of which is attached as Exhibit "1").

6.2 Treasurer will allocate and distribute on account for Authority the Authority's pro rata share of any gains, losses, interest earnings and third party investment service expenses in the Fund based upon the proportion of Authority's monies to the total value of the Fund and also based on the average cash balance in the Fund over the applicable accounting period.

7. PROCESSING AUTHORITY'S DEBT PAYMENTS.

7.1 In the event that Authority deposits with Treasurer monies which are obligated under special financing, such as bonds, Authority shall be solely responsible for monitoring the status of such special financing and determining if and when it is appropriate to call such special financing. Until Authority advises Treasurer in writing that it is calling such special financing and directs Treasurer to cease payments, Treasurer shall process payments on such special financing on behalf of Authority in accordance with instructions of issuance.

7.2 Treasurer may act as paying agent or select a third party paying agent to process bond payments. Any charges by such a third party shall be deducted from Authority's monies in the Fund.

8. REPORTING. The Washoe County Comptroller shall deliver to Authority as soon as practical following the end of each quarter of each fiscal year a report revealing the Authority's balances and allocated earnings, losses and expenses.

9. AUTHORITY'S AUTHORIZED AGENTS. Authority shall promptly advise Treasurer in writing of the name(s) and address(es) of its employee(s)/agent(s) who is/are authorized to advise and instruct Treasurer concerning the matters of this Agreement. Authority will also provide to Treasurer specimen signatures of the authorized employee(s)/agent(s). Treasurer shall not suffer any liability whatsoever with respect to any action taken in reliance upon any written instructions or notices which Treasurer shall, in good faith, believe to be genuine and to have been signed by Authority's authorized employee(s)/agent(s).

10. WITHDRAWALS AND TERMINATION.

10.1 Authority is entitled to make partial withdrawals of its monies out of the Fund provided Authority delivers to Treasurer written notice and specific instructions regarding said withdrawal. Treasurer shall comply therewith at the first reasonable opportunity presented by the markets and in consideration of the type of investments used in the Fund, but only so long as the Fund incurs no loss or risk to its remaining investments, and further so long as Authority pays any penalties, losses and third-party-expense related to said withdrawal that may be required to

be paid. Cash distribution shall be determined by par value of securities at liquidation, if necessary.

10.2 This Agreement may be terminated by either party upon thirty days (30) written notice or upon the enactment of any law inconsistent herewith. The value of the Fund at the expiration of said thirty (30) days shall determine the prorata value of Authority's monies, including earnings and losses, available for distribution. Notwithstanding the thirty (30) day notice, such distributions of Authority's monies from the Fund shall occur over that period of time which in the reasonable determination of Treasurer is necessary to protect the Fund's other investments from risk and loss in accordance with section 10.1 above, not to exceed eight (8) months. The party electing to terminate this Agreement shall pay all penalties, losses and third-party-expense related to such distributions.

11. INDEMNIFICATION/HOLD HARMLESS.

11.1 The Parties agree that each will be responsible for any liability or loss that may be incurred as a result of any claim, demand, cost, or judgment made against that party arising from any negligent act or negligent failure to act by any of that party's employees, agents, or servants in connection with the performance of obligations assumed pursuant to this Agreement.

11.2 Each Party further agrees, to the extent allowed by law pursuant to NRS Chapter 41, to hold harmless, indemnify and defend the other from any and all losses, liabilities, or expenses of any nature to the person or property of another, to which each may be subjected as a result of any claim, demand, action, or cause of action arising out of the negligent acts, errors or omissions on the part of its own employees, agents, or servants.

11.3 The indemnification obligation pursuant to this section is conditioned upon receipt of prompt written notice by the indemnifying party of the indemnified party's actual notice of any action or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorney's fees and costs for the indemnified party's chosen right to participate with legal counsel.

11.4 Authority agrees that it is investing at its own risk and that past performance is no guarantee for future performance. Authority agrees to hold County harmless from all claims, suits, actions, costs, losses, penalties, taxes and liabilities, including court costs and attorneys' fees, arising from or related to investment performance under this Agreement.

12. MISCELLANEOUS PROVISIONS.

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

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

12.3 This Agreement may not be modified, amended, assigned, transferred, nor may any rights, obligations or duties hereunder be delegated in any respect without the written consent of the other party hereto.

12.4 In the event either party brings any legal action or other proceeding with respect to the breach, interpretation, or enforcement of this Agreement, or with respect to any dispute relating to any transaction covered by this Agreement (subject to the limitation set forth in section 11.4), the losing party or parties in such action or proceeding shall reimburse the prevailing party or parties therein for all reasonable costs of litigation, including reasonable attorneys' fees.

12.5 This Agreement is made in, and shall be governed, enforced and construed under the laws of the County of Washoe and the State of Nevada. The parties consent to the personal jurisdiction of any state or federal court of competent jurisdiction located in Washoe County, Nevada and to the service of process by any means authorized by any such state or federal court under the laws of the State of Nevada. The exclusive venue of any action, proceeding or counterclaim arising out of or in connection with this Agreement shall be Washoe County, Nevada.

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

12.7 All notices, demands or other communications required or permitted to be given in connection with this Agreement, shall be in writing, and shall be deemed delivered when personally delivered to a party (by personal delivery to an officer or authorized representative of an agency party) or, if mailed, three (3) business days after deposit in the United States mail, postage prepaid, certified or registered mail, addressed to the parties as follows:

Washoe County Treasurer
P.O. Box 30039
1001 East Ninth Street, Suite D 140
Reno, Nevada 89520-3039

Reno-Tahoe Airport Authority
P.O. Box 12490
Reno, NV 89510

Either Party may change its address for notice by written notice given in accordance with the foregoing provisions.

12.8 The Agreement may be executed in one or more counterpart copies, and each of which so executed, irrespective of the date of execution and delivery, shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument. This Agreement may be recorded.

12.9 This Agreement is effective upon the later of the date the last signing party signs this Agreement ("Effective Date"), or April 1, 2014.

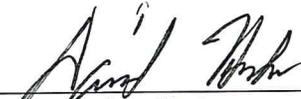
IN WITNESS WHEREOF, the Parties have executed this Agreement.

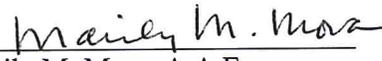
WASHOE COUNTY

RENO-TAHOE AIRPORT AUTHORITY

Dated this 22nd day of April, 2014

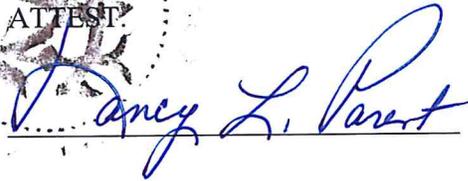
Dated this 8th day of April, 2014

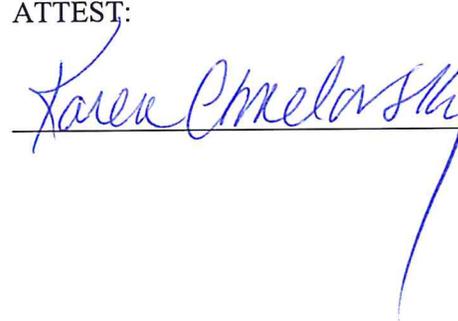
By: 
David Humke, Chairman
Board of County Commissioners

By: 
Marily M. Mora, A.A.E.
President/CEO

ATTEST:

ATTEST:





**AMENDMENT #1 TO INTERLOCAL CONTRACT
BETWEEN PUBLIC AGENCIES**

Between the State of Nevada
Acting By and Through Its

State Gaming Control Board
P O Box 8003, 1919 College PKWY
Carson City, NV 89702-8003
Telephone: 775-684-7714
email: jkingsland@gcb.nv.gov

and

Washoe County
Acting By and Through its
Washoe County Sheriff's Office
Forensic Science Division
911 Parr Blvd.
Reno, Nevada 89512
Telephone: 775-328-2800
FAX: 775-328-2831

1. **AMENDMENTS.** For and in consideration of mutual promises and/or their valuable consideration, all provisions of the original interlocal contract, dated August 12, 2013 attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

A. This is the first amendment to the original interlocal contract, which continues ongoing forensic science services to the Gaming Control Board's Enforcement Division. This amendment extends the termination date from June 30, 2014 to June 30, 2015 and increases the maximum amount from \$3,000 to \$6,000 due the additional one year term.

Current Interlocal Contract Language:

3. **CONTRACT TERM.** This Contract shall be effective July 1, 2013, to June 30, 2014, unless sooner terminated by either party as set forth in this Contract.

7. **CONSIDERATION.** WASHOE COUNTY SHERIFF'S OFFICE, FORENSIC SCIENCE DIVISION agrees to provide the services set forth in paragraph (6) at a cost of \$1,500.00 per year plus any requested crime scene services at \$250.00/investigator/hour (state the exact cost or hourly, daily, or weekly rate exclusive of travel or per diem expenses) with the total Contract or installments payable: upon receipt of invoices(s), not exceeding \$3,000.00. 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.

Amended Contract Language:

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.

7. **CONSIDERATION.** WASHOE COUNTY SHERIFF'S OFFICE, FORENSIC SCIENCE DIVISION agrees to provide the services set forth in paragraph (6) at a cost of \$1,500.00 per year plus any requested crime scene services at

Approved July 8, 2002

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\$250.00/investigator/hour (state the exact cost or hourly, daily, or weekly rate exclusive of travel or per diem expenses) with the total Contract or installments payable: upon receipt of invoices(s), not exceeding \$6,000.00. 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.

2. INCORPORATED DOCUMENTS. Exhibit A (Original Contract) is attached hereto, incorporated by reference herein and made a part of this amended contract.

3. REQUIRED APPROVAL. This amendment to the original contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.

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

Public Agency #1 _____ Date _____

Public Agency #1 Signature _____ Date _____

Public Agency #2 - Washoe County Sheriff _____

By: _____
Chairman, Washoe County Board of Commissioners

ATTEST

Washoe County Clerk Date 4/22/14

Chief, Administration _____
Title _____

4/1/2014
Date _____

April 22, 2014
Date _____

Signature - Board of Examiners _____

Approved as to form by: _____

Deputy Attorney General for Attorney General, State of Nevada _____

APPROVED BY BOARD OF EXAMINERS

On _____
(Date)

On _____
(Date)

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

State Gaming Control Board
P O Box 8003, 1919 College PKWY
Carson City, NV 89702-8003
Telephone: 775-684-7714
FAX: 775-684-7723

and

Washoe County
Acting By and Through its
Washoe County Sheriff's Office
Forensic Science Division
911 Parr Blvd.
Reno, Nevada 89512
Telephone: 775-328-2800
FAX: 775-328-2831

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 SHERIFF'S OFFICE, FORENSIC SCIENCE DIVISION hereinafter set forth are both necessary to STATE GAMING CONTROL BOARD 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, 2014, unless sooner terminated by either party as set forth in this Contract.
4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Contract is withdrawn, limited, or impaired.

5. NOTICE. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.

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

ATTACHMENT A: SCOPE OF WORK

7. CONSIDERATION. WASHOE COUNTY SHERIFF'S OFFICE, FORENSIC SCIENCE DIVISION agrees to provide the services set forth in paragraph (6) at a cost of \$1,500.00 per year, plus any requested crime scene services at \$250.00/investigator/hour (state the exact cost or hourly, daily, or weekly rate exclusive of travel or per diem expenses) with the total Contract or installments payable: upon receipt of invoice(s), not exceeding \$3,000.00. 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 State-employed attorneys.

11. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages

for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.

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

13. INDEMNIFICATION.

a. To the fullest extent of limited liability as set forth in paragraph (11) of this Contract, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

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

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

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

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

22. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.

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

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

State Gaming Control Board

Public Agency#1



8/1/13

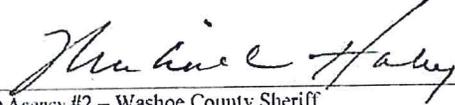
Public Agency#1 Signature

Date

Chief Administration

Title

Public Agency #2 - Washoe County Sheriff

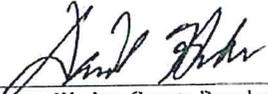


Date

7/9/13

By:

Chairman - Washoe County Board of County Commissioners



Date

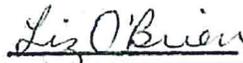
ATTEST

Washoe County Clerk



7.23.13

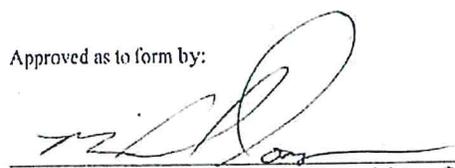
Date

 for Jeff Mohlenkamp

Signature-Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS

Approved as to form by:



Deputy Attorney General for Attorney General, State of Nevada

On

8/12/2013

(Date)

On

8/1/13

(Date)

Exhibit B

Services Provided Under the Forensic Science Division Contract (No Crime Scene/Photo Laboratory Services Included)

Forensic services within the existing capabilities of the laboratory will include the following:

Arson (Ignitable liquids)

Qualitative Testing of Controlled Substances

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - ✓ Up to five different items can be submitted in a case. For cases involving more than five items, contact the District Attorney handling the case and the Laboratory prior to submission.
 - ✓ Evidence will be accepted in cases that are being actively prosecuted or cases for which the Laboratory results will be used at a Grand Jury, to substantiate charges that will be filed or are pending, to obtain a warrant, in an on-going investigation or for officer safety.
- Only selected items from those submitted will be analyzed.
 - ✓ Multiple items that are visually similar in appearance and packaging only will be tested when the total net weight could substantiate a trafficking charge. This analysis may be deferred until the case is set for District Court.
 - ✓ When multiple substances likely to contain a Schedule I compound are submitted, one of each type of substance will be analyzed.
 - ✓ When a Schedule I compound is identified, substances likely to contain a compound in a lower schedule will not be analyzed.
 - ✓ Items bearing or containing residue only and paraphernalia items only will be tested when no other controlled substance evidence exists or when other items do not contain a controlled substance.
- Pharmaceutical preparations (tablets or capsules)
 - ✓ Visual examination only with comparison to a database when a scheduled controlled substance (except marijuana) is identified in a non-pharmaceutical preparation.
 - ✓ Analysis and identification of any controlled substance in one dosage unit of the pharmaceutical preparation when no other controlled substance evidence is present (except marijuana).
 - ✓ Visual examination only for pharmaceutical preparations consistent with preparations containing a prescription only or over-the-counter compound.

Additional controlled substance exhibits may be analyzed on a case by case basis. If services beyond those listed above are needed, please contact the division for consultation prior to submitting the evidence.

Shoeprint and Tire Track Comparison

Firearms/Toolmark Examinations

- Distance determination
- Comparative analysis
- Weapon function test
- Serial number restoration

Latent Print Processing

- Appropriate chemical or powder processing of submitted items
- Development and submission of latent prints of value
- WIN/AFIS (Western Identification Network/Automated Fingerprint Identification System) database
- 10-print or suspect comparison

Primary Examination

- Presumptive and Confirmatory Stain Characterization
 - Semen (presence of sperm cells)
 - Seminal fluid (absence of sperm cells)
 - Saliva
 - Blood including Human Blood
- Determination of human vs animal hair and suitability of hair for DNA testing

DNA Analysis

- Homicide (up to 15 evidentiary samples and 10 reference samples)
- Sexual crimes (with presence of sperm up to 3 evidentiary samples and 5 reference samples)
- Sexual crimes (absence of sperm up to 5 evidentiary samples and 5 reference samples)
- Crimes against a person (up to 4 evidentiary samples and 5 reference samples)
- Property crimes (up to 2 evidentiary samples and 5 reference samples)
- DNA samples in addition to above limits can be processed at \$250.00 per hour

Forensic services within the existing capabilities of the laboratory do NOT include the following:

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- While the laboratory will continue to analyze liquids and solids for the presence of controlled substances; current personnel do not have the experience in the analysis of clandestine laboratories

and therefore will not be able to provide detailed testimony on clandestine manufacture of drugs. This inability is limited to drug analysis not crime scene response.

- Analysis of the contents of syringes; unless extenuating circumstances approved by the Laboratory Director exist.
- Analysis of non-controlled substances
- Trace evidence analysis of fibers, glass, paint, hair, chemical unknowns, physical match and explosive materials
- Document examination such as handwriting comparisons
- With the conversion of all agencies to digital cameras, the need for processing of 35mm film and creating photographic prints has fallen to a level that it is no longer practical to maintain the necessary equipment. Therefore photographic prints and 35mm film processing will no longer be offered.

The following services can be offered on a fee for service basis:

Crime Scene Investigation

- Crime Scene Investigation can be provided for the following types of cases at a rate of \$250.00 per hour per investigator. Calls outside of the Reno area will always required a minimum of 2 investigators. The FIS Sergeant will determine the number of investigators needed based on the case information.
 - Homicide
 - Attempted homicide
 - Officer involved shootings
 - Questionable deaths with detective on scene
 - Kidnapping
 - Child abuse
 - Sexual assault with substantial bodily injury or unknown suspect
 - Battery with a deadly weapon with substantial bodily injury
 - Armed robbery with substantial bodily injury
 - Bank robbery with substantial bodily injury
 - Robbery, strong armed, with substantial bodily injury
 - Fatal traffic accidents when vehicular homicide is suspected
 - Homicide autopsy

Photo Laboratory services can be provided per the following fee schedule:

- \$25.00 per CD

Note: The IBIS (Integrated Ballistic Identification System) (firearms database) is included for all agencies. This is not a service that is charged for.

This scope of work does not include Toxicology services. Toxicology will continue to be billed on a per test basis. If you have any questions regarding Toxicology services, contact the Forensic Science Division.

Summary - a resolution directing notice to the Washoe County Debt Management Commission and requesting consideration of the Board's proposal to issue general obligation (limited tax) sewer bonds additionally secured by pledged revenues.

RESOLUTION NO. ____

A RESOLUTION DIRECTING THE CLERK TO NOTIFY THE WASHOE COUNTY DEBT MANAGEMENT COMMISSION OF THE COUNTY'S PROPOSAL TO ISSUE ITS WASHOE COUNTY, NEVADA GENERAL OBLIGATION (LIMITED TAX) SEWER BONDS (ADDITIONALLY SECURED BY PLEDGED REVENUES) IN THE MAXIMUM PRINCIPAL AMOUNT OF \$24,000,000; PROVIDING CERTAIN DETAILS IN CONNECTION THEREWITH; AND PROVIDING THE EFFECTIVE DATE HEREOF.

WHEREAS, Washoe County, Nevada (the "County") was created as a county pursuant to Section 243.340 of Nevada Revised Statutes ("NRS"), and, pursuant to NRS 244A.011 to 244A.065, inclusive, is authorized to acquire, improve, equip, operate and maintain sewer projects within the County, including facilities pertaining to the county sewerage system as provided in NRS 244A.0505 (the "Project"); and

WHEREAS, the Board of County Commissioners (the "Board") of the County proposes to issue the County's general obligation (limited tax) sewer bonds additionally secured by pledged revenues (the "Bonds") in exchange for certain bonds previously issued by the County; and

WHEREAS, pursuant to NRS 350.020(3) (subject to the approval of the proposal to issue general obligations by the Washoe County Debt Management Commission), proposes to adopt and publish notices of public hearing and adoption of a resolution of intent to issue the Bonds additionally secured by pledged revenues of the County's sewer system, including sanitary sewer and storm sewer (the "Pledged Revenues"); and

WHEREAS, based on a revenue study presented to the Board, the Board hereby makes a finding that the Pledged Revenues will at least equal the amount required in each year for the payment of interest on and principal of the Bonds; and

WHEREAS, the Board proposes to issue the Bonds without an election unless a petition signed by the requisite number of registered voters of the County representing the

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requisite assessed value of the taxable property of the County is presented to the Board requiring the Board to submit to the qualified electors of the County for their approval or disapproval the following proposal:

GENERAL OBLIGATION SEWER BOND ADDITIONALLY SECURED BY PLEDGED REVENUES PROPOSAL:

Shall the Board of County Commissioners of Washoe County in the State of Nevada, be authorized to incur a general obligation indebtedness on behalf of the County by the issuance at one time, or from time to time, of the County's general obligation (limited tax) sewer bonds, in one series or more, in the aggregate principal amount of not exceeding \$24,000,000 for the purpose of financing and refinancing, wholly or in part, the acquisition, construction, improvement and equipment of sewer projects, including, but not limited to, facilities pertaining to a County sewerage system as provided in NRS 244A.0505, the bonds to mature commencing not later than five (5) years from the date or respective dates of the bonds and ending not later than thirty (30) years therefrom, to bear interest at a rate or rates not in excess of the statutory maximum rate in effect at the time bonds are sold, to be payable from general (ad valorem) taxes (except to the extent pledged revenues and other moneys are available therefor), and to be issued and sold at par, or below or above par, and otherwise in such manner, upon such terms and conditions, and with such other detail as the Board may determine, including at its option but not necessarily limited to provisions for the redemption of bonds prior to maturity without or with the payment of a premium?

(the "Bond Proposal"); and

WHEREAS, subsection 1 of NRS 350.014 provides, in relevant part, as follows:

"1. Before any proposal to issue general obligation debt . . . may be submitted to the electors of a municipality, . . . before any other formal action may be taken preliminary to the issuance of any general obligation debt, the proposed incurrence . . . must receive the favorable vote of two-thirds of the members of the [debt management] commission of each county in which the municipality is situated. . . ."; and

WHEREAS, subsection 1 of NRS 350.0145 provides, in relevant part, as follows:

"1. The governing body of the municipality proposing to incur general obligation debt. . . shall notify the secretary of each appropriate commission, and shall submit a statement of its proposal in sufficient number of copies for each member of the commission...."

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

Section 1. Based on the revenue study presented to the Board, the Board hereby finds that no increase in the rate of an ad valorem tax is anticipated to be necessary for the payment of the Bonds described in the Proposal for the term thereof (the "Finding"), and requests the Washoe County Debt Management Commission (the "Commission") to approve the Proposal and the Finding.

Section 2. All action, proceedings, matters and things heretofore taken, had and done by the Board, and the officers thereof (not inconsistent with the provisions of this resolution) directed toward the Project and the financing thereof be, and the same hereby is, ratified, approved and confirmed.

Section 3. The County Clerk shall be, and she hereby is, authorized and directed to notify immediately the Secretary of the Washoe County Debt Management Commission of the County's Proposal, and to submit to said Secretary a statement of the Proposal in sufficient number of copies for each member of the Commission. The County chief financial officer or the County Manager is authorized to update or amend the County's plan for capital improvements if necessary to reflect the Project and the Bonds and the Project to be financed thereby and to file the information as required by NRS 350.013 to the extent required to comply with NRS 350.013.

Section 4. All resolutions, or parts thereof, in conflict with the provisions of this resolution, are hereby repealed to the extent only of such inconsistency. This repealer shall not be constructed to revive any resolution, or part thereof, heretofore repealed.

Section 5. If any section, paragraph, clause or other provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this resolution.

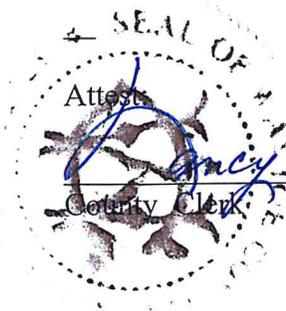
Section 6. This resolution shall become effective and be in force immediately upon its adoption.

Passed and adopted this April 22, 2014.

(SEAL)



Chairman, Board of County Commissioners



STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

I am the duly chosen, qualified and acting Clerk of Washoe County (the "County"), Nevada (the "County"), do hereby certify:

1. The foregoing pages constitute a true, correct and compared copy of a resolution of the Board of County Commissioners (the "Board") adopted at a regular meeting of the Board held on April 22, 2014, and the original of such resolution has been approved and authenticated by the signature of the Chairman of the Board and myself as Clerk, and has been recorded in the minute book of the Board kept for that purpose in my office, which record has been duly signed by such officers and properly sealed.

2. The members of the Board voted on the resolution as follows:

Those Voting Aye: Marsha Berkbigler
 David Humke
 Kitty Jung
 Vaughn Hartung
 Bonnie Weber

Those Voting Nay:

Berkbigler, Jung,
Hartung, Weber

Those Absent:

Humke

3. All members of the Board were given due and proper notice of such meeting.

4. Public notice of such meeting was given and such meeting was held and conducted in full compliance with the provisions of NRS 241.020. A copy of the notice of meeting and excerpts from the agenda for the meeting relating to the Resolution, as posted no later than 9:00 a.m. on the third working day prior to the meeting, on the County's website, and at the following locations:

- (i) Washoe County Administration Complex
1001 East Ninth Street, Building A
Reno, Nevada

- ii) Washoe County Courthouse
Second Judicial District Court
75 Court Street
Reno, Nevada

- (iii) Washoe County Central Library
301 South Center Street
Reno, Nevada

- (iv) Sparks Justice Court
1675 East Prater Way
Sparks, Nevada

is attached as Exhibit A.

5. Prior to 9:00 a.m. at least 3 working days before such meeting, such notice was mailed to each person, if any, who has requested notices of meetings of the Board in compliance with NRS 241.020(3)(b) by United States Mail, or if feasible and agreed to by the requestor, by electronic mail.

6. The revenue study attached as Exhibit B was presented to the Board together with a copy of the resolution.

IN WITNESS WHEREOF, I have hereunto set my hand this April 22, 2014

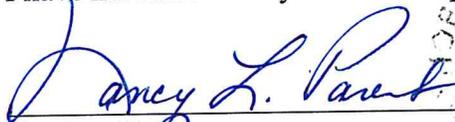

County Clerk



EXHIBIT A

(Attach Copy of Notice of Meeting)

EXHIBIT B
REVENUE STUDY

The following table details the FY 2014 Budgeted amounts delineating the Water portion of the FY 2014 Budget versus the Sewer/Stormwater portion of the FY 2014 Budget which illustrates the budgeted sufficiency of the Pledged Sewer Revenues assuming the legal proceedings have concluded and the outstanding Sewer Bonds are secured by Pledged Sewer Revenues only.

WASHOE COUNTY WATER AND SEWER UTILITY FUND
FY 2014 Budgeted

	2014 (Budgeted - Water Portion)	2014 (Budgeted - Sewer/ Stormwater/Reclaimed Portion)	2014 Budgeted - Total
GROSS REVENUE			
Sewer Charges	\$0	\$10,989,644	\$10,989,644
Water Charges ⁽¹⁾	18,192,834	0	18,192,834
Stormwater Charges	0	506,157	506,157
Reclaim Charges	0	1,114,397	1,114,397
Connection Charges	433,050	514,000	947,050
Interest ⁽²⁾	478,334	1,436,988	1,915,322
Other ⁽³⁾	838,263	0	838,263
TRWQSA:			
Interest & other	0	0	0
TOTAL REVENUES	19,942,481	14,561,186	34,503,667
OPERATION & MAINTENANCE EXPENSES ⁽⁴⁾			
Sewer Operations	0	6,668,824	6,668,824
Water Operations	16,499,255	0	16,499,255
Stormwater Operations	0	99,024	99,024
Reclaim Operations	0	904,981	904,981
TOTAL EXPENSES	16,499,255	7,672,829	24,172,084
PLEDGED REVENUES	3,443,226	6,888,357	10,331,583
PARITY DEBT SERVICE ⁽⁵⁾	1,305,000	87,615 ⁽⁶⁾	1,392,615
COVERAGE - PARITY (times)	2.64	78.62	7.42
SUBORDINATE DEBT SERVICE	1,007,874	2,654,258 ⁽⁶⁾	3,662,132
OTHER DEBT SERVICE	--	--	--
TOTAL DEBT SERVICE	\$2,312,874	\$2,741,873	\$5,054,747
COVERAGE - TOTAL (times)	1.49	2.51	2.04

- Footnotes on the following page -

- (1) Water charges include services to the South Truckee Meadows General Improvement District of \$1,872,895..
- (2) Excludes investment earnings (loss) on excluded revenues of \$(1,000).
- (3) Excludes inspection and design fees, planning support from the General Fund and miscellaneous reimbursements.
- (4) Operation and maintenance expenses exclude depreciation and amortization, and planning support to the General Fund. Water and sewer operations expenses each include connection fee refunds of \$500,000.
- (5) Parity debt service includes the Series 1997 Lemmon Valley Sewer Bonds and the Water and Sewer Bonds, Series 2005.
- (6) Parity debt service and Subordinate debt service for the outstanding sewer, storm water and reclaimed water portion of the bonds reflects maximum annual debt service which occurs in Fiscal Year 2015.

SOURCE: Washoe County Comptroller.

INTERLOCAL AGREEMENT

This Agreement, made and entered into the _____ day of _____, _____, by and between the STATE OF NEVADA, acting by and through its Department of Transportation, hereinafter called the DEPARTMENT, and Washoe County, Nevada, hereinafter called the County.

WITNESSETH:

WHEREAS, an Interlocal Agreement is defined as an agreement by public agencies to "obtain a service" from another public agency; and

WHEREAS, pursuant to the provisions contained in Chapter 408 of the Nevada Revised Statutes, the Director of the DEPARTMENT may enter into agreements necessary to carry out the provisions of the Chapter; and

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 agreement is authorized by law to perform and refers to such as an Interlocal Contract, hereinafter called an Agreement; and

WHEREAS, The DEPARTMENT, the County, and NV Energy have an existing agreement for sharing radio infrastructure and allowing the use of each agency's radio system for communication that benefits each agency;

WHEREAS, The use of the radio system is a benefit to the DEPARTMENT, County and to the people of the State of Nevada;

WHEREAS, The radio system is used by first responders and continuity of radio system operation is critical for life safety;

WHEREAS, the DEPARTMENT's and County's current radio manufacturer has notified all system owners that the core switches have reach end of life and will no longer be supported;

WHEREAS, the shared radio system will not operate without upgraded core switches ("VIDA switches");

WHEREAS, NDOT will purchase five (5) VIDA core switches;

WHEREAS, it is in the best interest of the DEPARTMENT and the County for the installation to be performed at one time thru one agency; and

WHEREAS, the purpose of this agreement is for the County to reimburse the DEPARTMENT for three (3) VIDA switches; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

ARTICLE I - County AGREES

1. To reimburse the DEPARTMENT within thirty (30) calendar days after receipt of the DEPARTMENT'S invoice for the County's portion of the PROJECT costs (the costs for three

14-355

VIDA switches and associated labor costs), not to exceed four hundred ninety seven thousand five hundred and 00/100 Dollars (\$497,500.00).

2. The County will provide any technical services as required during the installation of VIDA core switches.

3. To review all technical documents and provide comments to the DEPARTMENT within two (2) weeks.

ARTICLE II - DEPARTMENT AGREES

1. To fund 100% of PROJECT (the cost for five VIDA switches and associated labor costs) with state funds, estimated to be and not to exceed nine hundred ninety five thousand and 00/100 Dollars (\$995,000.00).

2. To contract with Harris Corporation to provide the VIDA switches and associated labor as set forth in Attachment "A" attached hereto and incorporated herein.

4. To manage, observe, review, and inspect all work associated with the project.

5. To allow the County to observe, review, and inspect all work associated with this project.

6. Three (3) of the five (5) VIDA switches will become the property of the County.

ARTICLE III - IT IS MUTUALLY AGREED

1. The term of this Agreement shall be from the date first written above through and including the _____, _____

2. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party through their execution of this Agreement on the signatory lines below.

3. This Agreement may be terminated by either party prior to the date set forth above, provided that a termination shall not be effective until thirty (30) calendar days after a party has served written notice upon the other party. This Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

4. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by 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 below:

FOR DEPARTMENT: Rudy Malfabon, P.E., Director
Attn.: Dan Berger
Nevada Department of Transportation
Traffic Operations
1263 South Stewart Street
Carson City, NV 89712

Phone: 775-888-7884
Fax: 775-888-7090
E-mail: dberger@dot.state.nv.us

FOR County : Dave Humke, Chairman
Attn: Laura Schmidt
Washoe County
Technology Services Department
P.O. Box 11130
Reno, NV 89520-0027
Phone: 775-328-2350
Fax: 775-328-3640
E-mail: lschmidt@washoecounty.us

5. Each party agrees to keep and maintain under generally accepted accounting principles full, true and complete records and documents (written, electronic, computer related or otherwise) pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation are maintained. Such records and documentation shall be retained for three (3) years after final payment is made.

6. Failure of either party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, 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 the recovery of actual damages, and the prevailing party's reasonable attorney's fees and costs.

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

8. Neither party shall be deemed to be in violation of this Agreement 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 limitations, 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 Agreement after the intervening cause ceases.

9. To the fullest extent of NRS Chapter 41 liability limitations, 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 attorney's 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 herein. This indemnification obligation is conditioned upon service of written notice to the other party within thirty (30) calendar days of the indemnified party's notice of actual or pending claim or cause of action. The indemnifying party shall not be liable for reimbursement of any attorney's fees and costs incurred by the indemnified party due to said party exercising its right to participate with legal counsel.

10. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement 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.

11. Failure to declare a breach or the actual waiver of any particular breach of the Agreement 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.

12. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision or provisions shall not be held to render any other provision or provisions of this Agreement unenforceable.

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

14. Except as otherwise provided by this Agreement, all or any property presently owned by either party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

15. Pursuant to NRS Chapter 239, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

16. 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 Agreement.

17. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to perform the services set forth herein.

18. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

19. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

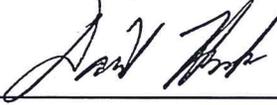
20. In connection with the performance of work under this Agreement, the parties agree not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship. The parties further agree to insert this provision in

all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

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

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

Washoe County, NV



David Humke
Name (Print)

Chairman, Washoe County Commission
Title (Print)

Approved as to Form:



Attorney
Paul LIPPARELLI,

Board of Examiners [IF APPLICABLE]

Date

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION

Director

Approved as to Legality & Form:

Deputy Attorney General