

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

TUESDAY

10:00 A.M.

JUNE 24, 2014

PRESENT:

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

Nancy Parent, County Clerk (10:05 a.m. – 4:30 p.m.)

Jaime Deller, Deputy Clerk (4:30 p.m. – 5:44 p.m.)

John Slaughter, County Manager

Paul Lipparelli, Legal Counsel

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

14-0567 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.”

Sam Dehne discussed the *Reno Gazette-Journal*, the Board’s appointments to the Reno-Tahoe Airport Authority, and the results of the Primary Election.

14-0568 AGENDA ITEM 4 – ANNOUNCEMENTS

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

Commissioner Hartung stated he visited Sheriff Deputy Jacob Jensen, who was involved in a motorcycle accident on Geiger Grade on Saturday. He said he was looking forward to working with the Nevada Department of Transportation (NDOT),

Regional Transportation Commission (RTC), and the Sheriff's Office on installing more robust signage on Mt. Rose Highway, Geiger Grade, and other potentially dangerous roads during motorcycle events. He said his heart went out to all of the families involved.

Chairman Humke said he visited the Huffaker Cemetery, which dated back to approximately 1852 or 1859 and had been a County park for quite some time. He stated it had 100 graves, but only 27 were marked because the grave markers had been taken. He spoke about the history of the Huffaker family. He said donations were being sought to rehabilitate the Cemetery.

14-0569 AGENDA ITEM 5 - PROCLAMATION

Agenda Subject: "Proclamation--July 2014 Bear Logic Month."

Commissioner Berkbigler read the Proclamation. She said this message was important for everyone to hear, because bears had been coming into the City of Reno due to the lack of water.

There was no public comment on this item.

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

14-0570 AGENDA ITEM 6 - PROCLAMATION

Agenda Subject: "Proclamation--July 2014 Parks and Recreation Month."

Commissioner Jung said the Open Space and Regional Parks Commission wanted to be more involved in terms of advocacy and identifying priorities for the next budget cycle. She read and presented the Proclamation to Sarah Chvilicek, Open Space and Regional Parks Commission Chair. Ms. Chvilicek encouraged everyone to visit, support, and be good stewards of our parks.

In response to the call for public comment, Nathan Daniel commended the Commission for declaring July Parks and Recreation Month. He stated the parks were essential to the region's quality of life and staff worked tirelessly since all of the budget cuts to maintain them. He noted there were Sage Grouse leks in Washoe County's open space, but there was no budget for open space management.

Sam Dehne said he favored the proclamations and resolution being presented today. He stated the parks gave the citizens a great bang for their buck.

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

14-0571 AGENDA ITEM 7 – RESOLUTION

Agenda Subject: “Resolution--in Support of Federal Legislation Addressing Sage-Grouse.”

Commissioner Hartung read and presented the Resolution to Shaaron Netherton, Friends of Nevada Wilderness Executive Director. Ms. Netherton thanked the Commission for their leadership on this really tough issue facing Nevada. She felt Nevadans could always find a solution by working together. She asked everyone to continue to protect the Sage Grouse and our economy.

In response to the call for public comment, Helen Tyler said she supported the Resolution.

Larry Johnson thanked the Commission for taking this important step. He stated it was important to work with Nevada’s congressional delegation to do what was best for the Sage Grouse. He said it would be somewhat devastating to Nevada’s rural economy if the Sage Grouse was listed as an endangered species. He placed a copy of the *Proposal for Sage Grouse Conservation and a New Congressional Land Designation* document on file with the Clerk.

Chairman Humke noted the Resolution was exceptionally well crafted and was a fantastic description of the bipartisan effort of Senators Dean Heller and Harry Reid and the rest of Nevada’s congressional delegation. He thanked our State partners, led by the Governor and the Executive branch, in helping to find the answers to satisfy those who wanted the Sage Grouse listed.

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

14-0572 AGENDA ITEM 9 – APPEARANCE

Agenda Subject: “Appearance: Robert Larkin and Nat Carasali, Washoe County’s Appointees to the Reno-Tahoe Airport Board of Trustees. Presentation and update on Airport. ”

Marilyn Mora, Reno Tahoe Airport Authority President and CEO, noted the Reno-Tahoe Airport Authority was in the first year of its five-year plan. She conducted a Powerpoint Presentation, which reviewed the Airport’s strategic priorities to increase air service, general aviation, cargo development, new cargo opportunities, and economic development; the Reno-Stead Airport; the strategic priority of a positive environment; air service being the number one priority; air service overview; having a new approach to air service; air service development; review of key economic indicators; how we can effect change; air service development before and now; the goal; stakeholder groups impacted by air service development; develop resources through stakeholder groups; and

legislative assistance in the form of aviation tax abatements and a transportation enhancement fund. A copy of her presentation was placed on file with the Clerk.

Chairman Humke said the Reno-Tahoe International Airport was one of main engines of economic growth and development in the region.

Chairman Humke noted maintaining an adequate number of rental cars in the area had not been a priority for the rental car companies, which made it sometimes hard to find a rental car on a busy weekend. He asked if that situation still existed. Ms. Mora believed it did but, in recent years especially during major events, they had worked very hard with the local rental car companies to make sure more vehicles were available during those events. She stated because they had been more proactive, she believed that issue had not been occurring to the same extent it had been in the past.

Commissioner Jung thanked Reno-Tahoe Airport Authority Trustee Bob Larkin and Trustee Nat Carasali for the expert work they did representing the Washoe County Commission on the Board of Trustees. She thanked Trustee Carasali for encouraging local investment by business people who would benefit from having more air services. Ms. Mora agreed Trustee Carasali had been a champion for getting the business community to support the marketing of new air services.

Commissioner Hartung said the Reno-Stead Airport should be looked at as a multi-use facility and not relegated to just air uses. Ms. Mora agreed. She stated Stead was called the “gem,” because its 5,000 acres provided a lot of opportunity. She said one company submitted a request for qualifications to develop 3,500 acres, which she felt meant there would be more job development going on at the Reno-Stead Airport. Commissioner Hartung asked if the infrastructure would be put in prior to any development, so it would be ready first, or would the development have to precede the infrastructure. Ms. Mora said that would have to be worked out with the developer, but they were looking at the developer bringing in much of the infrastructure.

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

CONSENT AGENDA – ITEMS 8A THROUGH 8H

14-0573 AGENDA ITEM 8A

Agenda Subject: “Cancel July 15, 2014 County Commission meeting.”

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 8A be approved.

14-0574 AGENDA ITEM 8B – HEALTH DISTRICT

Agenda Subject: “Approve and execute the Permit for Disinterment of Human Remains (Patricia Kice), as allowed under NRS 451.050, Subsection 2--Health District. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 8B be approved and executed.

14-0575 AGENDA ITEM 8C – MANAGER

Agenda Subject: “Approve Amendment #1 to Intrastate Interlocal Contract between Public Agencies, a contract between the State of Nevada acting by and through its Department of Health and Human Services Division of Public and Behavioral Health Lake's Crossing Center and Washoe County for professional services to conduct mental health evaluations of defendants; amending amount \$57,266 biennium, \$28,633 annually for a total not to exceed \$478,700 for biennium, \$239,350 annually, to accurately reflect the rates and terms set forth in the original agreement effective retroactive July 1, 2013 to June 30, 2015. Total was incorrectly calculated as \$421,434 biennium, \$210,717 annually--Manager. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 8C be approved. Amendment #1 to Intrastate Interlocal Contract for same is attached hereto and made a part of the minutes thereof.

14-0576 AGENDA ITEM 8D(1) – COMMUNITY SERVICES

Agenda Subject: “Approve a State of Nevada Importer and Wholesale Dealer of Wine, Liquor and Beer License for Alan Sauvage, dba Vin Sauvage, LLC, and if approved, authorize each Commissioner to sign the State of Nevada Application for License for Importer and Wholesale Dealer of Wine, Liquor, and Beer with direction for the County Clerk to attest the license application. (Commission District 5.)”

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 8D(1) be approved, authorized, executed, and directed.

14-0577 AGENDA ITEM 8D(2) – COMMUNITY SERVICES

Agenda Subject: “Reject all bids for the Detention Center Housing Unit Three Air Handler Replacement Project and authorize staff to rebid the project. (Commission Districts 3.)”

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 8D(2) be approved.

14-0578 AGENDA ITEM 8D(3) – COMMUNITY SERVICES

Agenda Subject: “Approve second extension of the Interlocal Agreement between Washoe County, Carson City, Douglas County, Nevada State Lands, Nevada State Parks, Tahoe Regional Planning Agency, Tahoe Transportation District, USDA Forest Service-Lake Tahoe Basin Management Unit, and Incline Village General Improvement District for the implementation of the Lake Tahoe Bike Path Project. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 8D(3) be approved. The Second Extension to Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

14-0579 AGENDA ITEM 8D(4) – COMMUNITY SERVICES

Agenda Subject: “Approve an On Our Way Community Grant Program Sub-Recipient Agreement between Washoe County and Tahoe Regional Planning Agency [\$109,733 - no matching funds required] for the period of June 24, 2014, through June 30, 2016; and if accepted, authorize the Director of the Community Services Department to execute the Sub-Recipient Agreement and all associated grant related documents; and direct Finance to make the necessary budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 8D(4) be approved, authorized, executed, and directed.

14-0580 AGENDA ITEM 8D(5) – COMMUNITY SERVICES

Agenda Subject: “Request that the Chairman appoint, and the Board of County Commissioners approve the appointment of, Kristina Hill to the Washoe County Board of Adjustment (District 1) for a term beginning July 1, 2014, and ending June 30, 2018, or until such time as a successor is appointed. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 8D(5) be appointed and approved.

14-0581 AGENDA ITEM 8D(6) – COMMUNITY SERVICES

Agenda Subject: “Request that the Chairman appoint, and the Board of County Commissioners approve the appointment of, Philip Horan (District 1) and Larry Chesney (At-Large, North of the River) to the Washoe County Planning Commission each for a term beginning July 1, 2014, and ending June 30, 2018, or until such time as a successor is appointed. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 8D(6) be appointed and approved.

14-0582 AGENDA ITEM 8D(7) – COMMUNITY SERVICES

Agenda Subject: “Request that the Chairman appoint, and the Board of County Commissioners approve the appointment of, James Barnes to the Regional Planning Commission for an unexpired term beginning June 24, 2014, and ending June 30, 2015, or until such time as a successor is appointed; and approve the reappointment of, D.J. Whittemore to the Regional Planning Commission for a term beginning July 1, 2014, and ending June 30, 2017, or until such time as a successor is appointed. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 8D(7) be appointed, reappointed, and approved.

14-0583 AGENDA ITEM 8E(1) – HUMAN RESOURCES

Agenda Subject: “Approve the Collective Bargaining Agreements with the Washoe County Nurses Association (WCNA) for the Non-Supervisory and Supervisory bargaining units for the periods July 1, 2014 through June 30, 2015; ratify same: a 1.5% Cost of Living Adjustment in base wage effective July 1, 2014; a 1% Cost of Living Adjustment in base wage effective January 1, 2015; and effective in Pay Period #16/14 (07/14/14 – 07/27/14) pay a recognition one-time only lump sum payment of \$1,000 for eligible employees. FY14/15 fiscal impact is estimated at \$69,500. (All Commission Districts.)”

Commissioner Hartung thanked everyone involved in the Collective Bargaining process, because everyone did an amazing job on this and the other agreements.

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 8E(1) be approved, ratified, and paid.

14-0584 AGENDA ITEM 8E(2) – HUMAN RESOURCES

Agenda Subject: “Approve Collective Bargaining Agreements with the Washoe County Sheriff’s Supervisory Deputies Association bargaining unit for the period of July 1, 2014 through June 30, 2016; ratify same: a 2% Cost of Living Adjustment in base wage and Salary Structure Adjustment effective July 1, 2014; a 1% Cost of Living Adjustment in base wage effective January 1, 2015; and if approved, authorize Chairman to execute Collective Bargaining Agreement upon completion. Fiscal impact is estimated at \$537,020. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 8E(2) be approved, ratified, authorized, and executed.

14-0585 AGENDA ITEM 8E(3) – HUMAN RESOURCES

Agenda Subject: “Approve Collective Bargaining Agreements with the Washoe County Sheriff’s Deputies Association bargaining unit for the period of July 1, 2014 through June 30, 2015; ratify same: a 2% Cost of Living Adjustment in base wage effective July 1, 2014; a 1% Cost of Living Adjustment in base wage effective January 1, 2015; and if approved, authorize Chairman to execute Collective Bargaining Agreement upon completion. Fiscal impact is estimated at \$1,070,288. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 8E(3) be approved, ratified, authorized, and executed.

14-0586 AGENDA ITEM 8F(1) – JUVENILE SERVICES

Agenda Subject: “Approve Interlocal Agreement between the Board of Regents of the Nevada System of Higher Education (University of Nevada, Reno) and Washoe County, through its Department of Juvenile Services, which establishes a cooperative program for students from the Department of Health Science and CASAT to earn school credit and enhance their career development under the supervision of Department of Juvenile Services staff. The Interlocal Agreement shall be effective upon board approval through June 30, 2017. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 8F(1) be approved. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

14-0587 AGENDA ITEM 8F(2) – JUVENILE SERVICES

Agenda Subject: “Approve Interlocal Agreement between the Board of Regents of the Nevada System of Higher Education (University of Nevada, Reno) and Washoe County, through its Department of Juvenile Services, which establishes a cooperative program for students from the School of Social Work to earn school credit and enhance their career development under the supervision of Department of Juvenile Services’ staff. The Interlocal Agreement shall be effective upon board approval through June 30, 2017. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 8F(2) be approved. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

14-0588 AGENDA ITEM 8F(3) – JUVENILE SERVICES

Agenda Subject: “Approve the Interlocal Agreement between the Board of Regents of the Nevada System of Higher Education (University of Nevada, Reno) and Washoe County, through its Department of Juvenile Services, which establishes a cooperative program for students from the Human Development and Family

Studies to earn school credit and enhance their career development under the supervision of Department of Juvenile Services staff. The Interlocal Agreement shall be effective upon board approval through June 30, 2017. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 8F(3) be approved. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

14-0589 AGENDA ITEM 8G(1) – SHERIFF

Agenda Subject: “Approve Agreement for Contract Legal Services between the County of Washoe on behalf of the Washoe County Sheriff’s Office and Patrick Dolan [\$90,000] for the period from July 1, 2014 to June 30, 2015. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 8G(1) be approved.

14-0590 AGENDA ITEM 8G(2) – SHERIFF

Agenda Subject: “Approve Interlocal Agreement between the City of Reno on behalf of the Reno Police Department, Washoe County on behalf of the Washoe County Sheriff’s Office and the District Attorney, and the City of Sparks on behalf of the Sparks Police Department to maintain a regional sex offender notification unit for the purpose of tracking, monitoring, investigation, public notification, and prosecution of cases involving sex offenders; for a 1 year term beginning June 24, 2014; to be renewed annually unless cancelled by mutual agreement; all cost of unit are covered by the individual agencies. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 8G(2) be approved. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

14-0591 AGENDA ITEM 8H -- DONATIONS

Agenda Subject: “Accept various military surplus equipment [overall estimated value \$275,114.91] no charge to the County donated to the Washoe County Sheriff’s Office to be utilized to support Detention Response Team (DRT), K9 Units and

Special Weapons and Tactics (SWAT) units of WCSO--Sheriff. (All Commission Districts.)”

On behalf of the Board, Commissioner Jung thanked the Defense Reutilization and Marketing Office (DRMO) for donating the surplus military equipment, which would be used to support various units in the Washoe County Sheriff’s Office.

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 8H be accepted.

BLOCK VOTE -- AGENDA ITEMS 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, AND 25

14-0592 AGENDA ITEM 14 – COMPTROLLER

Agenda Subject: “Recommendation to approve the removal of uncollectible accounts receivables [\$1,162,812.36]--Comptroller. (All Commission Districts.)”

There was no public comment on this item.

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

14-0593 AGENDA ITEM 15 – DISTRICT COURT

Agenda Subject: “Recommendation to approve Professional Services Agreement for Drug Testing Services for Specialty Courts Division between the District Court, Washoe County, and Case Management Services of Nevada (CMS), [\$128,412] plus actual cost of tests administered from July 1, 2014 through June 30, 2015. Total cost of the Agreement [not exceed \$248,412]--District Court. (All Commission Districts.)”

There was no public comment on this item.

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

14-0594 AGENDA ITEM 16 – MANAGER

Agenda Subject: “Recommendation to approve a transfer from General Fund (Community Support-Community Special Projects) [\$150,000], to the Parks Capital Improvement Fund for the construction of the greenhouse at Rancho San Rafael Regional Park; and direct Comptroller’s Office to make the appropriate budget adjustments--Manager. (All Commission Districts.)”

There was no public comment on this item.

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

14-0595 AGENDA ITEM 17 – MANAGER

Agenda Subject: “Recommendation to affirm appointment of Kevin Schiller as Interim Director of the Washoe County Regional Animal Services Department effective July 1, 2014--Manager. (All Commission Districts)”

There was no public comment on this item.

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

14-0596 AGENDA ITEM 18 – SENIOR SERVICES

Agenda Subject: “Recommendation to approve Amendment #1 to Agreement in Support of Pro-Bono and Low-Cost Legal Services for Elderly for one-year extension of an existing support grant agreement between Washoe County and Washoe Legal Services [approximate annual amount not to exceed \$65,000] funded by applicable court filing fees, for both fiscal year 2014 and fiscal year 2015, ending on June 30, 2015 in support of pro-bono and low-cost consumer related legal services for the elderly, and approve necessary resolution for same--Senior Services. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 18 be approved. The Resolution for same is attached hereto and made a part of the minutes thereof.

14-0597 AGENDA ITEM 19 – SENIOR SERVICES

Agenda Subject: “Recommendation to approve Amendment #1 to Agreement in Support of Pro-Bono and Low Cost Legal Services for Elderly for one-year extension of an existing support grant agreement between Washoe County and Nevada Legal Services in support of pro-bono and low-cost consumer related legal services for the elderly [not to exceed \$75,000 for fiscal year 2014 and \$110,000 for fiscal year 2015], ending June 30, 2015 funded with Senior Citizens ad valorem Tax Fund and restricted donations, and approve necessary resolution for same; and, approve Amendment #1 to Lease Agreement between Washoe County and Nevada Legal Services to the extend the current lease agreement allowing Nevada Legal Services to use office space within the Washoe County Senior Center from July 1, 2014 to June 30, 2015--Senior Services. (All Commission Districts.)”

There was no public comment on this item.

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

14-0598 AGENDA ITEM 20 – SENIOR SERVICES

Agenda Subject: “Recommendation to approve an Amendment #3 to The Food Management Services Agreement between Washoe County and Valley Services, Inc., for a new six-month term for the period July 1, 2014 to December 31, 2014, with an option for an additional six-month period at the discretion of the County, [approximate amount of \$477,780] funded by applicable Aging and Disability Services Division grants, ad valorem and Indigent funds--Senior Services. (All Commission Districts.)”

There was no public comment on this item.

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

14-0599 AGENDA ITEM 21 – SOCIAL SERVICES

Agenda Subject: “Recommendation to approve Agreement for Independent Living Services between The Children’s Cabinet and Washoe County in response to Request for Proposal (RFP) #2902-14 [\$425,983] for fiscal year 2015, with an option to renew for two additional one-year periods--Social Services. (All Commission Districts.)”

There was no public comment on this item.

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

14-0600 AGENDA ITEM 22 – SOCIAL SERVICES

Agenda Subject: “Recommendation to authorize the Department of Social Services to expend [up to \$373,000] in FY2014/2015 from Children’s Services Account 710712 Family Preservation to benefit children in care and families who are clients of the Department in the most expeditious manner to promote keeping families intact. These expenditures shall include the use of Special Purchase Orders, Purchase Orders, Procards to purchase specific items or Gift Cards to purchase food, support services, Thanksgiving and Christmas Food, Gifts as well as Adoption Day activities and expenses--Social Services. (All Commission Districts.)”

There was no public comment on this item.

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

14-0601 AGENDA ITEM 23 – HUMAN RESOURCES

Agenda Subject: “Recommendation to appoint Paul Burr as Acting Chief Information Management Officer of the Technology Services Department with 10% temporary pay adjustment--Human Resources. (All Commission Districts.)”

There was no public comment on this item.

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

14-0602 AGENDA ITEM 24 – COMMUNITY SERVICES

Agenda Subject: “Recommendation to approve Resolution sponsoring an amendment to the Truckee Meadows Regional Plan for the purpose of clarifying Regional Plan Policy 1.3.3, relating to the establishment of non-residential uses in the unincorporated county--Community Services. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 24 be approved. The Resolution for same is attached hereto and made a part of the minutes thereof.

14-0603 AGENDA ITEM 25 – COMMUNITY SERVICES

Agenda Subject: “Recommendation to approve an Agreement for Professional Consulting Services between Washoe County and McClaren, Wilson & Lawrie, Inc., to provide specialty architectural design services for the Washoe County Medical Examiners Facility Project [\$167,835]--Community Services. (All Commission Districts.)”

There was no public comment on this item.

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

11:18 a.m. The Board convened as the Truckee Meadows Fire Protection District (TMFPD) and the Sierra Fire Protection District (SFPD) Board of Fire Commissioners.

12:33 p.m. The Board recessed as the Truckee Meadows Fire Protection District (TMFPD) and the Sierra Fire Protection District (SFPD) Board of Fire Commissioners

14-0604 AGENDA ITEM 12 – APPEARANCE

Agenda Subject: “Appearance: Steve Weaver and Tim Rubald, Nevada Department of Conservation & Natural Resources, Conservation District Program. Presentation regarding the State Conservation District Program--Community Services. (All Commission Districts.)”

Bret Tyler, Washoe-Storey Conservation District Chairman, said Steve Weaver and Tim Rubald, Nevada Department of Conservation & Natural Resources, Conservation District Program, had to leave. He said on behalf of the Conservation District, he was requesting the District’s funding from Washoe County be restored, which was lost around 2009 or 2010. He discussed what the Conservation District did, which included working to protect the Sage Grouse. He said the District’s Board members were all volunteers. He advised Storey County pitched in the money they cut, and the District was asking Washoe County for \$25,000 to continue their efforts. He said the District was in dire straits because they had no staff and it was taxing them all to death.

Chairman Humke said the new budget was just approved, but there might be a possibility for an agenda item to do something. Mr. Tyler said the County would get its money’s worth just for the work the District did on the Sage Grouse. Chairman Humke said it was an important function. He stated if he and his associates who had to leave would like the opportunity to make their presentation, the Board would like to offer them the opportunity to do so. Mr. Tyler said they would like to come back and revisit this.

Commissioner Weber asked staff to see if there was any funding available and to bring this item back.

There was no public comment on this item.

14-0605 AGENDA ITEM 33 – 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.”

12:28 p.m. The Board recessed.

1:45 p.m. The Board adjourned as the Truckee Meadows Fire Protection District (TMFPD) and the Sierra Fire Protection District (SFPD) Board of Fire Commissioners from their Closed Session.

3:05 p.m. The Board reconvened as the Board of County Commissioners (BCC) with all members present.

14-0606 **AGENDA ITEM 26 – COMMUNITY SERVICES**

Agenda Subject: “Introduction and first reading of an Ordinance revising the Washoe County requirements and schedule of rates and charges for reclaimed water service within Washoe County by providing options for when an applicant may choose to pay required reclaimed water connection privilege fees. This Ordinance amends Ordinance No. 1299; and if approved, set the second reading and adoption for July 8, 2014--Community Services. (All Commission Districts.)”

Nancy Parent, County Clerk, read the title for Bill No. 1716.

There was no public comment on this item.

Bill No. 1716, entitled, "AN ORDINANCE REVISING THE WASHOE COUNTY REQUIREMENTS AND SCHEDULE OF RATES AND CHARGES FOR RECLAIMED WATER SERVICE WITHIN WASHOE COUNTY BY PROVIDING OPTIONS FOR WHEN AN APPLICANT MAY CHOOSE TO PAY REQUIRED RECLAIMED WATER CONNECTION PRIVILEGE FEES. THIS ORDINANCE AMENDS ORDINANCE NO. 1299," was introduced by Commissioner Weber, and legal notice for final action of adoption was directed.

14-0607 **AGENDA ITEM 27 – COMMUNITY SERVICES**

Agenda Subject: “Introduction and first reading of an Ordinance revising the Washoe County requirements and schedule of rates and charges and pretreatment program for sanitary sewer service within Washoe County by providing options for when an applicant may choose to pay required sanitary sewer connection privilege fees. This Ordinance amends Ordinance No. 1344; and if approved, set the second reading and adoption for July 8, 2014--Community Services. (All Commission Districts.)”

Nancy Parent, County Clerk, read the title for Bill No. 1717.

There was no public comment on this item.

Bill No. 1717, entitled, "AN ORDINANCE REVISING THE WASHOE COUNTY REQUIREMENTS AND SCHEDULE OF RATES AND CHARGES AND PRETREATMENT PROGRAM FOR SANITARY SEWER SERVICE WITHIN WASHOE COUNTY BY PROVIDING OPTIONS FOR WHEN AN APPLICANT MAY CHOOSE TO PAY REQUIRED SANITARY SEWER CONNECTION PRIVILEGE FEES. THIS ORDINANCE AMENDS

ORDINANCE NO. 1344," was introduced by Commissioner Hartung, and legal notice for final action of adoption was directed.

14-0608 AGENDA ITEM 28 – COMMUNITY SERVICES

Agenda Subject: “Introduction and first reading of an Ordinance revising the Washoe County requirements for stormwater drainage and flood control service within Washoe County by providing options for when an applicant may choose to pay required stormwater facility connection privilege fees. This Ordinance amends Ordinance No. 1305; and if approved, set the second reading and adoption for July 8, 2014--Community Services. (All Commission Districts.)”

Nancy Parent, County Clerk, read the title for Bill No. 1718.

There was no public comment on this item.

Bill No. 1718, entitled, "**AN ORDINANCE REVISING THE WASHOE COUNTY REQUIREMENTS FOR STORMWATER DRAINAGE AND FLOOD CONTROL SERVICE WITHIN WASHOE COUNTY BY PROVIDING OPTIONS FOR WHEN AN APPLICANT MAY CHOOSE TO PAY REQUIRED STORMWATER FACILITY CONNECTION PRIVILEGE FEES. THIS ORDINANCE AMENDS ORDINANCE NO. 1305,"** was introduced by Commissioner Hartung, and legal notice for final action of adoption was directed.

14-0609 AGENDA ITEM 29 – MANAGER

Agenda Subject: “Presentation on Single Stream Recycling and possible direction to staff on a process to review potential options and changes to the current Garbage Franchise Agreement--Manager. (All Commission Districts.)”

Greg Martinelli, Waste Management, conducted a PowerPoint presentation that included the highlights of the franchise, the results desired in modifying the agreement, the recycling participation rates, the types of recyclables collected, photos showing neighborhoods on garbage and recycling days and how they would look with single-stream recycling, access to the transfer station, the discounted senior rate and the free yard service for handicapped customers, the current customer mix, the potential service options, and the compressed natural gas (CNG) fueling station. A copy of the presentation was placed on file with the Clerk.

Mr. Martinelli said developing a single-stream recycling program for the bulk of the customers was easy, but the challenge came in bringing up the rates for the other group that was not at that service level. He stated someone paying \$12 per month could then be paying \$18 or \$20 per month, which no one wanted to see. He said how that was managed was one of the questions. He stated if the service level for the 25,000 customers remained steady, it would be easy to calculate a number, because he would know what the exposure would be. But, if those 25,000 customers started migrating to a

lower service level, the economic model would be turned upside down, which would not work. He said that was one of the challenges and was some of the feedback he would like to hear from the Board. He stated regarding larger parcels, would a standard service level be adequate for them or would they want a larger level of service. He asked if that larger level of service would be provided on an optional basis or would there be a minimum number of containers.

Mr. Martinelli stated there might also be an option for a customer to call and request a cleanup service, which would be paid for on an as needed basis. Commissioner Hartung asked what an optional cleanup meant. Mr. Martinelli said if a customer did not have enough trash to get a dumpster, they would be given a per-yard estimate and then Waste Management would remove the trash. Commissioner Hartung stated he did not have a truck, so the four free dump days per year held zero value for him. He felt there were a lot of people out there who would not want to utilize that particular service. He asked if he could get up to four yards a year in a dumpster. Mr. Martinelli said that issue had never been raised, but it was something that would be reasonable if a customer would never use the free dump days. He stated the problem was the disposal trip would be embedded into the rate and might consist of two trips a year instead of four. He said that could be proposed in the scope of services and could be part of the standard services or could be added on as an option. He said there could be eight to ten options depending on the needs in the County and would not be out of the norm.

Commissioner Hartung asked about the stickers. Mr. Martinelli said the sticker program with the City of Reno was designed to deal with a customer's excess trash. He stated when the single-stream recycling program was rolled out, they were aware the volume of solid waste would decrease and the volume of recyclables would increase, and that was exactly what happened. Commissioner Hartung noted recyclables did not include yard waste. Mr. Martinelli said that was true. Commissioner Hartung asked if the larger parcels would still have 20 stickers a year. Mr. Martinelli said they would, but if the recycling program was used as designed, a lot of waste could be recycled instead of being placed in the customer's solid-waste cart.

Commissioner Weber thanked Mr. Martinelli for his presentation. She felt most people would like single-stream recycling. She said she was concerned about property owners with large parcels. She asked if there was a way to take parcels of over an acre and create some sort of minimum service for them and then allow people to add more services. Mr. Martinelli stated obviously someone with five acres and horses would need more containers than just one 96-gallon cart. He said it had to be determined what the base-service level would be and there would be a set rate for additional carts.

Mr. Martinelli said it was a two-headed approach. He stated part of the motivation was to keep the County clean, and having everything in containers would minimize things blowing around. He said a single-family home on a standard lot would be a lot different than someone on a five-acre parcel. He stated his recommendation was to look at different levels of service as an option.

Commissioner Weber asked if Sun Valley had service through Washoe County. Mr. Martinelli replied Sun Valley was currently under Washoe County's franchise, but their franchise fees were paid to the Sun Valley General Improvement District (SVGID) instead of to the County. Commissioner Weber asked if they had been notified that single-stream recycling with the County was being discussed. Kevin Schiller, Assistant County Manager, said staff was getting calls regarding single-stream recycling. He stated one of the key pieces was looking at how a public process would be instituted to obtain feedback. He stated his recommendation was to take this out to the public using the Citizen Advisory Board (CAB) process and to also create a portal where feedback could be provided regarding single-stream recycling. He said at the completion of that public process, some options based on that feedback would be brought to the Board.

Mr. Martinelli noted the feedback from Waste Management's Reno customers indicated they felt the single-stream recycling was simpler because everything was in a container.

Commissioner Berkbigler said she got a lot of comments on this, and she was looking forward to bringing this to the CABs. She said what seemed to be of the greatest concern was people keeping their homes fire safe, while dealing with the large amount of yard waste generated by their pine trees. She said she was hearing a lot from her constituents that they did not want what Reno had. Mr. Martinelli stated the problem in Reno was identified during discussions with the elected officials and he came back with a solution, which was not the solution the City of Reno selected. He said Reno's issue was more about what to do with the leaves in the fall. He felt that issue would come up again, and there was a variety of things that could be done in the County.

Commissioner Berkbigler said one of the complaints she received was Waste Management was a monopoly. She stated they had been wonderful providers of service, but they had not done themselves any favors because people now had to pay for what had always been removed for free. She said that was a problem for the Commission, and the Commission had to figure out the best way to resolve that problem. She felt it would be important to do as much public exposure as possible and to come up with as many options as possible for the County's constituents. Mr. Martinelli replied what the public did not understand was there was a contract and neither party could unilaterally change it. He said they would have to work together to make the changes that would work for everyone.

Commissioner Jung said she and her constituents appreciated the free dump days and the stickers. She asked him to explain the franchise fees and why they existed. She said Waste Management was responsible for picking up all of our waste, and imagine what would happen if the pickups stopped for even a week. She stated the contracts were entered into so there would not be the infighting between companies, breaks in service, and constantly having to deal with new contracts. She said it might be good to present that information at a town hall in Sun Valley and to take it to the CABs.

Commissioner Hartung said he wanted to revisit the community outreach process, because not everyone was on a CAB's mailing list. He asked if once the meeting times were established, could Waste Management send a card to their County customers about providing feedback. Mr. Martinelli said they had the ability to place an insert in the quarterly bills, but that could be a challenge depending on the timing. He noted nine mailings were done in Reno, but people did not look at the inserts. Commissioner Hartung said at least if someone called and said they had not heard about single-stream recycling, they could be told they were mailed a notice about the discussion. Mr. Martinelli stated a web site was developed for the Reno rollout and out of 62,000 customers, 17,000 of them went to the web site and selected what size cart they wanted. He said they could do something like that to help get the message out. Commissioner Hartung stated something had to be done to get the message out or people would claim the agreement was amended without any public process.

Chairman Humke felt there would be a need for a series of town hall meetings here or in selected locations. He asked what Mr. Martenelli felt was the purpose of the franchise fee. Mr. Martinelli replied it was imposed by government and the rates varied among the various local governments. Chairman Humke asked if Nevada Revised Statutes (NRS) authorized the fee. Mr. Martinelli stated he believed so. Chairman Humke asked if the County gave back the franchise fee and Waste Management did single-stream recycling, would that pencil out for Waste Management. Mr. Martinelli replied he would have to do the math. Chairman Humke asked if the City of Sparks was doing single-stream recycling. Mr. Martinelli said they were looking at it.

Chairman Humke said some stated what Waste Management did was a monopoly, and he asked if it would be correct to say Waste Management was a highly regulated utility. Mr. Martinelli stated a franchise was a legalized monopoly. Chairman Humke asked what would be the timeframe for the agreement. Mr. Martinelli said if the discussions could be completed by this year, the program could be implemented next year. He noted the change to single-stream recycling would require a minimum of 41,000 carts, which could not be manufactured overnight. Chairman Humke said this information had been very helpful, and he thanked Mr. Martinelli for coming.

Mr. Schiller said regarding the public process, he heard the Board wanted this information presented at the CABs and at town hall meetings, and to have a portal system. Commissioner Hartung asked if staff had enough direction regarding the menu of options the Board would like to see. Mr. Schiller said as this was moved out into the public process, he would do some type of a template in conjunction with Waste Management around the options, so they could be sorted by the rating based on the feedback.

Commissioner Berkbigler asked if the Incline Village General Improvement District (IVGID) had renewed its agreement based on single-stream recycling. Mr. Martinelli said it was on the agenda. He stated the General Manager was new, and he wanted to get a better idea of the issue regarding the cost of the bear-proof containers. He stated he still wanted to move forward with implementing the program

next year. He said there was a blue-bag single-stream program, but no crates. He believed it would be on IVGID's September 24th agenda.

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

14-0610 AGENDA ITEM 30 – COMMUNITY SERVICES

Agenda Subject: “Presentation and update on medical marijuana establishments in the State of Nevada and Washoe County. Possible direction to staff on medical marijuana dispensary allocations and other matters pertinent to medical marijuana establishments in Washoe County--Community Services.”

Kevin Schiller, Assistant County Manager, conducted a PowerPoint Presentation, which included a legislative overview, the federal laws and enforcement, the types of facilities, the regulatory agency, the application process, the point values for State applications, the Washoe County licensure, the MME Working Group highlights, regulatory changes, the MME requirements, the fee structure, and the dispensary allocation.

Mr. Schiller noted the fee recommendation would be brought back to the Board for specific action. He said he would be giving the Board parcel and zoning maps, which would identify eligible parcels, on an ongoing basis; and the applicants who received the provisional zoning letter would be plotted on the maps. He stated that letter was required for moving forward in the State's application process. He said the green indicated the eligible parcels on the sampling of the maps he provided.

Commissioner Jung asked if there was an outside attorney on retainer at this point. Mr. Schiller replied there was not. Commissioner Jung said until we had an attorney to determine what the County was permitted to do under Nevada Revised Statutes (NRS), we had to go with the very watered-down fees. As the Board's liaison to the Medical Marijuana Working Group, she assured the attorney's marching orders would be to focus on cost recovery. She said they heard Commissioner Berkgigler's concern how this would affect law enforcement and what those projections would be. She stated staff had been asked to keep track of any phone calls, because a lot of staff time had already been invested in this. She said staff was doing the best they could without an attorney.

Commissioner Hartung said he knew there would be a cost-recovery plan in place for anything located within the unincorporated area of the County, but he asked if the County garnered any additional income for properties inside the Cities' boundaries. He stated he was asking about that in case the County decided to allocate additional facilities to one or both of the municipalities. Commissioner Jung replied the County always received its share of the property and sales taxes. Mr. Schiller stated those questions could be answered once legal counsel was retained. John Slaughter, County Manager, stated the sales tax was applied to every step in processing the product. Commissioner Hartung asked if that was the case even if a lab was only performing

labor, because typically labor was not taxable. Mr. Slaughter said he was not certain about the labs. Commissioner Hartung stated photography used to be considered manufacturing and the sales tax was charged because of that but, if a lab was only doing testing, they would not be manufacturing anything.

Chairman Humke understood the Special Use Permit (SUP) process was no longer possible under this schedule. Mr. Schiller stated the SUP was essentially taken off the table when the Code changes were passed. Chairman Humke said the County's choices had to be made by August 12th. Mr. Schiller stated he hoped they could be made by July. He said the Board would be provided a packet at each meeting, which would show the applications by Commission District, to help the Commissioners make a determination on where they wanted the facilities located. Chairman Humke asked if the process from the State through the County was an applicant-friendly process. Mr. Schiller said based on the statutory scheme, the process was open-ended in terms of the applicants and their entry into the State selection process. He said the County had chosen to not do any level of pre-applicant screening, which meant anyone who met the requirements could receive a zoning letter and move forward. He stated the State was the ultimate authority in making a determination and would then provide to the County who the selected applicants were in rank order. Chairman Humke asked if staff was working on how to improve the law so the process could be improved. Mr. Schiller said he had a punch list, but believed medical marijuana would be the topic of a lot of discussion as the next Legislative Session started. He stated staff was trying to approach it from where red flags indicated the County could potentially have a risk and where the County would have some control in the process.

Commissioner Berkbigler said there were two metallurgy labs in the community, which would be the same thing as Commissioner Hartung was talking about earlier. Mr. Schiller said he would have an answer to that at the next meeting.

Commissioner Berkbigler said her concern had been regarding where the applicants wanted to locate their facilities but, due to the letter the County had to prepare for each applicant, we would see where all of the facilities would be located. She said that would give the Board the ability to space them appropriately. She stated she wanted to make sure the people putting in their applications actually had a place to go, whether it was in the Cities or the County.

Commissioner Jung said the City of Sparks did not want any of the County's allocations, but the City of Reno did. She stated she wanted to hear what some of the proposals were from the City of Reno regarding revenue sharing, cost allocation, or recovery, so it would be a win-win for both entities. She stated it would clearly have to go before the Reno City Council, but if the decision had to be made by August, things should move quicker rather than slower.

Commissioner Hartung noted there could be as many labs or growing facilities as people wanted to open. Mr. Schiller said the number would be driven by the market. Commissioner Hartung stated assuming the County established a dispensary and

the business failed, could that slot be reallocated to another location in one of the municipalities. Mr. Schiller said he understood there would be a period once a year where that would be looked at.

In response to the call for public comment, Dorea Shoemaker said she appreciated having the maps that showed the locations of the applicants. She encouraged the Board to remember that the City of Reno had a population that was more than double what the County's population was.

On motion by Commissioner Hartung, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 30 be accepted.

14-0611 AGENDA ITEM 11 – MANAGER

Agenda Subject: “Recommendation to approve an Interlocal Agreement between the Washoe County, Washoe County Health District, the Truckee Meadows Fire Protection District, the City of Reno and the City of Sparks to create a Regional Emergency Medical Services Oversight function for the management, measurement and improvement of emergency medical services--Manager. (All Commission Districts.)”

Earlier in the meeting, Commissioner Jung said Agenda Item 10, the Truckee Meadows Fire Protection/Sierra Fire Protection District (TMFPD/SFPD) agenda item, did not have this Interlocal Agreement on it for action by the Board. Paul Lipparelli, Legal Counsel, confirmed there was no equitable item on the TMFPD/SFPD agenda for this item. He said the Interlocal Agreement would be brought for consideration by the Board of Fire Commissioners at a later meeting. He advised the Board could give direction to staff to do that under this agenda item.

John Slaughter, County Manager, said the Interlocal Agreement was the result of many months of discussion by himself, the two City Managers, the District Health Officer, the Regional Emergency Medical Services Authority (REMSA) President, and the Emergency Medical Services (EMS) working group; and was in response to the Board's direction of April 10th to draft the Interlocal Agreement. He stated the oversight function was in response to the TriData Study, which recommended it be added to allow for continually improving the performance of the EMS system, with having patient care as the ultimate goal. He said the Interlocal Agreement allowed for an annual review of the EMS response zone maps.

Mr. Slaughter stated 1.5 full-time equivalent (FTE) positions were established in the Health District to provide staff for the EMS Oversight Program. He said the Oversight Advisory Board would be composed of the County Manager, the two City Managers, the District Health Officer, a representative of the emergency room physicians, and a representative of the hospitals' quality improvement programs. He said in the past, the County's Manager had never been a part of that oversight, but was what the Health District did. He stated this Interlocal Agreement, through him, provided the

Board a voice in the process. He said he was aware there was a lot of discussion in the community about the EMS system regarding the changes happening with the responding agencies within the region, which would impact the EMS system.

Commissioner Jung asked if there would be a representative of the fire services on the Oversight Advisory Board. Mr. Slaughter replied there would not. He said there had been discussion about including the TMFPD Fire Chief, but the discussions concluded the membership of the Board was for the Chief Executives of the aforementioned jurisdictions. He and the TMFPD Fire Chief had a peer relationship with the other fire chiefs and had a different relationship with his Board of Fire Commissioners. He said as the Manager he answered to this Board, which was the same Board as the Fire Board, and he and the Fire Chief communicated quite frequently on any issues that came up.

Commissioner Hartung said after six months of data was gathered, he felt it would be imperative for Allison Gordon, Internal Auditor, to do an audit regarding the amount of time the fire crews spent on the scene and the time they spent assisting REMSA. He said that would quantify the absolute cost the TMFPD was incurring in assisting REMSA. He felt it was important to understand that actual cost before too much time went by. He said it was being portrayed that there was no cost, because REMSA was a nonprofit public service, but the reality was very different.

Kevin Dick, District Health Officer, said he anticipated the data Commissioner Hartung was referring to would be compiled and analyzed as part of this process. He advised they were already meeting with the fire agencies and squaring away the data that would be collected across the system to see when the TMFPD arrived on the scene, when REMSA arrived on the scene, when the patient was transported, and when the handover occurred. Commissioner Hartung believed the two Cities would also be interested in having that same data. Mr. Dick said they were working with the Cities to pull their data, so there could be a similar type of analysis done across the agencies and across the entire system. Commissioner Hartung said this was not an opportunity to beat on REMSA, but there did need to be a little more transparency regarding how much it cost to have the TMFPD's fire crews respond first, especially with some of the changes occurring within the County.

Commissioner Weber asked if there would be an opportunity to have alternates for the Board. Mr. Dick said the desire was to have staff work to schedule the meetings to ensure the Managers would be present. Chairman Humke stated the Managers formed this Board with each of the entities' authorization, and he wanted to respect that. He agreed it was a good question. He asked the County Manager to consider the request.

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 11 be approved.

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

14-0612 AGENDA ITEM 13 – RISK MANAGEMENT

Agenda Subject: “Recommendation to approve settlement of the claim Veronica Frenkel against Washoe County, et al for all claims--Risk Management. (All Commission Districts.)”

Commissioner Hartung said based on the discussion with Legal Counsel and on the threat of litigation, he made a motion to approve the settlement of the claim by Veronica Frenkel against Washoe County subject to the claimant signing the Settlement Agreement and related documents on or about June 30, 2014. Commissioner Berkbigler seconded the motion.

Chairman Humke asked if the motion could be changed to allow two days for the claimant to sign the agreement. Paul Lipparelli, Legal Counsel, said the claimant’s legal representative was out of the State, but he believed he would return on Thursday. He said the claimant’s legal representative might desire to have one more opportunity to converse with his client, and he would hate for this to expire before he had a reasonable chance to do so. Chairman Humke said he took that as there being no desire to amend the motion.

There was no public comment on this item.

On the call for the question, the motion was 5-0 in favor of the motion.

14-0613 AGENDA ITEM 31 – COMMUNITY SERVICES

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

Bill Whitney, Planning and Development Division Director, said the federal lands issue had been before the Board eight times since last August. He conducted a PowerPoint presentation, which was based on a *Reno Gazette-Journal (RGJ)* article (Attachment C) that provided a good explanation of the history of the federal land ownership in the State.

Mr. Whitney said on May 13, 2014, the Board learned about the phased approach by the Nevada Land Management Task Force regarding the transfer of federal lands to the State. He stated the Board also directed staff to put this item on the agenda to allow the public to express their opinions in front of this Board.

Mr. Whitney said Attachment A included in the staff report contained the 10 recommendations by the Nevada Land Management Task Force to the Legislative Committee regarding the public lands in Nevada.

Mr. Whitney said the report by the Task Force was in draft form. He stated making the draft final might be approved by the Task Force in July. He conducted a PowerPoint presentation that reviewed the recommendations. A copy of the presentation was placed on file with the Clerk.

He said the lands would be transferred based on a phased approach, with the lands in the first phase being based on the creation of revenue. Commissioner Hartung clarified the creation of revenue was not always based on the sale or disposal of the land. Mr. Whitney said the map (referred to as the checkerboard map) in the staff report, illustrated the Bureau of Land Management (BLM) administered parcels within the original Central Pacific Railroad corridor along Interstate I-80. He stated the Task Force included all of the parcels as part of Phase I, except for the 3,000 acre or larger pieces, but they included those larger pieces within Phase I at their latest meeting. He said Phase I went from 4.2 million acres to close to 7 million acres. Commissioner Hartung noted the large piece near Pyramid Lake was being requested by the Pyramid Lake Piute Tribe. He said the piece to the west in Hungry Valley was being requested by the Hungry Valley Tribe.

Mr. Whitney said the other large red areas within Washoe County in Phase I were way down south and consisted of the mountains between East Lake, Washoe Valley, and Storey County. He stated that area was of concern, because it was acquired 20 some years ago. He said local government worked with the BLM to block up their checkerboard pattern of ownership in those mountains, so it would consist of solid public ownership used for recreation, cultural, sensitive species, wildlife habitat, and open space. He said it was important that local government had more control over the disposal of those lands if they were transferred to the State.

Mr. Whitney said one area just north of I-80 in the east Truckee Canyon had large blocked-up areas of red. He advised those areas were acquired by the BLM at the urging of Washoe County quite a few years ago for the same reasons as noted for the mountainous area mentioned earlier.

5:02 p.m. Commissioner Jung left the meeting during Mr. Whitney's presentation.

When discussing Recommendation 7, Commissioner Hartung said that language was part of the recommendation due to the amount of land in Clark County that Las Vegas was gobbling up for private use. He stated there was not a lot of that type of land in Washoe County. He felt it was important to remind everyone that this was not just about Washoe County, but was about counties throughout the State. He said each county had different goals on how to manage the lands adjacent to their municipalities.

Mr. Whitney said regarding Recommendation 8, payment in lieu of taxes (PILT) payments, the Board's concern would be to have the revenue replaced due to the loss of any PILT payments.

After concluding his presentation on the 10 recommendations, Mr. Whitney said the Board wanted this item on the agenda to give the citizens an opportunity for public comment and Commissioner Hartung, as the Board's representative on the Task Force, was looking for direction.

In response to the call for public comment, Jeffrey Church said he favored moving the federal lands to the State government and the local governments, because it allowed for greater input when dealing with the federal government and brought the decision-making closer to the people. He stated right behind his property on Fawn Lane was 375 acres belonging to the U.S. Forrest Service that were pristine and provided a buffer between the City of Reno and the Callahan Ranch area. He asked the Board to consider that in 50 years that acreage could be a Rancho San Rafael South or could be used for County purposes, and was land that should be acquired for our children's children. He said information on that acreage was available on the Mt Rose Scenic Corridor's web site.

Dr. Bill Tarbell encouraged Commissioner Hartung to continue going in the direction the Task Force appeared to be going in. He said people were angry due to regulatory environment we lived in, which had been building for a long time, and more local control might help mitigate the tension he saw throughout the State. He hoped this Commission would do its best to lead the way.

5:12 p.m. Chairman Humke left the meeting during Mr. Tarbell's comments. Vice Chairperson Weber assumed the gavel.

Jeanne Herman thanked Commissioner Hartung for his hard work on the Task Force. She noted there was only so much land, so we had to be careful with it, and she felt the local governments could handle the land better. She felt the County would get 35 times more revenue from the land than what we got in PILT monies. She said she had been waiting her whole life to see this happen, and she felt the Board was on the right track.

Jane Lyon seconded the two prior speaker's comments. She thanked Commissioner Hartung, and she felt the Task Force was going in the direction she hoped it would go. She stated the people would be much happier with local control.

John Hadder said the work the Task Force was doing was important. He stated a letter from Tina Nape mentioned there was a lot of focus on the economic value of the land, which should not be the entire focus. He said the land had a lot of unique and beautiful character within the County and had a lot of opportunity for recreation. He said all of those things should be considered and not just the economic impact. He stated managing the lands might end up costing more than anyone thought, and the County

should be very careful. He stated dealing with commercial projects on public lands had to go through an environmental review process, and a lot of companies found the process cumbersome. He asked if the County could perform the same kind of public review. He noted no environmental review was required in Nevada. He said there could be regrets later if there was no environmental review and there were detrimental impacts to the land and possibly to the people in the community located near it.

Alicia Reban asked the Board to continue requiring the future land managers of the public lands, which the Board's constituents had already paid for, to provide access to trails, to provide a balance between motorized and non-motorized activities, to preserve wildlife habitat, to reduce the risk of fires, to do fire suppression, and to safeguard the quality and quantity of our drinking water. She said of significant concerns were lands brought into public ownership in recent years after long processes and significant public participation. She stated the Nevada Land Trust (NLT) was founded to help implement the vision of the Washoe County Commission and to help meet the direction given by the voters in 2000 when they voted to pay for nearly \$40 million for libraries, parks, trails, and open space, and she discussed what NLT did currently. She said the lands must continue to be protected by whatever agency was ultimately given responsibility for them, and they should remain in the public domain.

Commissioner Hartung said there were a lot of questions about access. He noted there was no appetite by any of the Board members or any other Board members he had contact with at the Task Force, to deny access to the public lands. He stated access in and of itself was economic development, because it provided a way for people to go out and do all manner of things. He said people having to buy guns, camping equipment, and such was a form of economic development.

Commissioner Hartung stated the Task Force was asked to conduct a study to address the transfer of public lands from the federal government to the State of Nevada in anticipation of Congress turning over management and control of those public lands to the State of Nevada on or before June 30, 2015. He said there had to be a concrete plan in place regarding the management and use of the public lands and the revenue had to be determined before moving forward. He stated on or before February 1, 2015, a report containing all of the findings and recommendations would be submitted to the Legislative Counsel Bureau (LCB) for transmittal to the 78th Session of the Nevada Legislature. He said the Nevada Legislature would inform Congress about what it was requesting. He said the Commission was just making a recommendation and this would not be the Commission's decision.

Vice Chairperson Weber said the decision also would not be made by the Nevada Association of Counties (NACO). Commissioner Hartung stated NACO was compiling the data and would submit the final report to the LCB. Vice Chairperson Weber said it was important to note that each county was looking at this differently. She stated Elko County wanted all of the land, while Washoe County was looking at the costs. Commissioner Hartung noted Lincoln County also wanted all of the lands, while Clark County did not for the same reasons that Washoe County did not. He said that was

why the Task Force, through NACO, was asking for a phased process. He stated there was a lot of work to do and it would be a long process encompassing many years. Vice Chairperson Weber said these things moved slowly, because they were important issues. She said if anyone was interested, they should be present when the Legislative Committee discussed this issue.

Commissioner Berkbigler stated it was important to remind the public that this was not about getting “our” land back, because it was never Nevada’s land to begin with. She said the land belonged “in trust” to the people of America and had always been a part of the federal government. She thanked Commissioner Hartung for all of the work he had put into the Task Force and staff for the amount of time they spent. She said the goal was to get the land that would be strategic and would be of value for the County, and she supported what was done.

Mr. Tarbell raised his hand. Commissioner Hartung asked Mr. Tarbell to state his question. Mr. Tarbell believed the State Constitution provided a vote of the people would be required to approve any act of Congress to make the transfer. Paul Lipparelli, Legal Counsel, stated he would have to look into that.

Commissioner Hartung asked if Mr. Whitney had enough information to assist him in preparing the report by this Friday. Mr. Whitney replied he did.

On motion by Commissioner Hartung, seconded by Commissioner Berkbigler, which motion duly carried with Chairman Humke and Commissioner Jung absent, it was ordered that the Board give Commissioner Hartung direction to the Nevada Land Task Force in regards to Washoe County acquiring and managing the existing federal lands within the County and utilizing the concept of a phased approach to acquire those federal lands.

14-0614 AGENDA ITEM 32 – REPORTS AND UPDATES

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

Commissioner Hartung said he was at the Regional Transportation Commission (RTC) meeting in the Vice Chairman’s stead, and nothing of note happened. He stated at some point, the Board might want to look at requesting a budget for the County’s open space.

Commissioner Berkbigler said she would be at the Tahoe Regional Planning Agency (TRPA) tomorrow to take a tour of the Myers and Tahoe Valley areas, which would give her an idea what those area plans would look like, because we were in the process of working on our area plan. She stated on Thursday she and the Chairman would be going to look at two locations in the Incline Village/Crystal Bay area being suggested for the land transfer.

Vice Chairman Weber said she did not attend the RTC meeting because she was in Southern California at the Huntington Beach Senior Center to see how their transit and food service programs were done for their seniors. She said they had volunteer drivers who drove vehicles owned and insured by Huntington Beach. She said she and Commissioner Jung also attended a homeless workshop held at the University of Southern California (USC) while there. She stated some really good ideas came out of that workshop, and it all came back to the elected officials having the vision to move those types of programs forward.

14-0615 AGENDA ITEM 35 – 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.

* * * * * * * * *

5:44 p.m. There being no further business to discuss, the meeting was adjourned without objection.

DAVID HUMKE, Chairman
Washoe County Commission

ATTEST:

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

*Minutes Prepared by:
Jan Frazzetta, Deputy County Clerk*

RESOLUTION

In Support of Federal Legislation Addressing Sage-Grouse

WHEREAS, Washoe County contains millions of acres of public lands that provide recreational opportunities including hiking, camping, ATV riding, hunting, and fishing; and

WHEREAS, These public lands provide numerous jobs and important economic contributions to communities throughout Washoe County through tourism, grazing, energy development, mining and other economic activities; and

WHEREAS, The greater sage-grouse, which was once so populous, have now dwindled in numbers so precipitously that the United States Fish and Wildlife Service is considering whether to list the species as a threatened or endangered species and is scheduled to make such a decision by September 2015; and

WHEREAS, Sage-grouse habitat spans millions of acres of public and private lands across Washoe County; and an Endangered Species Act listing for the sage-grouse could have significant impacts on the economic and recreational activities of Washoe County; and

WHEREAS, The Governor's Sagebrush Ecosystem Council has made recommendations on actions to preserve habitat and prevent the need for additional Federal protection; and

WHEREAS, The Bureau of Land Management is taking steps to ensure the conservation of Greater Sage-Grouse on public lands by implementing policies and conservation measures to reduce long-term regulatory burdens on stakeholders; and

WHEREAS, Nevada Senators Dean Heller and Harry Reid are developing Federal legislation that is designed to protect sage-grouse habitat while providing economic security and prosperity for Nevada regardless of whether the sage-grouse is listed under the Endangered Species Act; and

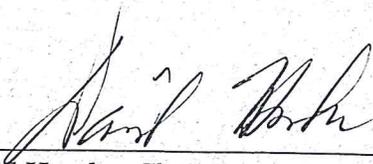
WHEREAS, Federal legislation will enhance the efforts of the Governor's Sagebrush Ecosystem Council and the Bureau of Land Management's Greater Sage-Grouse conservation measures; and

WHEREAS, Federal legislation will either prevent the need to protect the sage-grouse under the Endangered Species Act or provide economic certainty in the event the bird receives Federal protection; now, therefore, be it

RESOLVED, That the Washoe County Board of Commissioners supports Senators Heller and Reid in their efforts to develop Federal legislation to address concerns about the sage-grouse and the associated economic impacts; and supports Federal legislation that will permanently protect sage-grouse habitat, establish funding for habitat restoration, and provide economic certainty for Washoe County.

ADOPTED this 24th day of June, 2014.





David Humke, Chairman
Washoe County Commission

14-0571

AMENDMENT #1 TO CONTRACT

Between the State of Nevada
Acting By and Through Its

Department of Health and Human Services
Division of Public and Behavioral Health

Lake's Crossing Center

500 Galletti Way

Sparks, Nevada 89431

(775) 688-1900 • Fax: (775) 688-1985

and

Washoe County

1001 East 9th Street - #A201

P.O. Box 11130

Reno, Nevada 89520-0027

(775) 328-2000 • Fax: (775) 328-2037

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

A. In ATTACHMENT AA, Article Four: Fees for Service, to correct the total not to exceed amount to align with Attachment AA.

Current Contract Language:

7. CONSIDERATION. Lake's Crossing Center agrees to provide the services set forth in paragraph (6) at a cost reflective upon the rates and terms set forth in ATTACHMENT AA, Article Four: Fees for Service, with total Contract payable to the State not to exceed \$421,434.00. Any intervening end to an annual or biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

Amended Contract Language:

7. CONSIDERATION. Lake's Crossing Center agrees to provide the services set forth in paragraph (6) at a cost reflective upon the rates and terms set forth in ATTACHMENT AA, Article Four: Fees for Service, with total Contract payable to the State not to exceed \$478,700.00. Any intervening end to an annual or biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

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 the Nevada State Board of Examiners.

Approved July 8, 2002

14-0575

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

Washoe County
Public Agency #1
David Humke 6/24/14
Date

Chairman,
Washoe County Board of Commissioners
Title

Lake's Crossing Center (LCC)
Public Agency #2
for Richard Whitley
Date

Administrator,
Division of Public and Behavioral Health
Title

Mike Willden
Date

Director,
Department of Health and Human Services
Title

Signature – Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS

Approved as to form by:

On _____
Date

Deputy Attorney General for Attorney General, State of Nevada

On _____
Date

**ATTACHMENT AA – AMENDED
SCOPE OF WORK**

WASHOE COUNTY INTERLOCAL AGREEMENT

**To the Interlocal Agreement Between the State of Nevada
Acting By and Through Its
Department of Health and Human Services
Division of Public and Behavioral Health
Lake’s Crossing Center
500 Galletti Way
Sparks, Nevada 89431
Telephone: (775) 688-1900 • Fax: (775) 688-1909**

And

**Washoe County
1001 East 9th Street - #A201
PO Box 11130
Reno Nevada 89520-0027
Telephone: (775) 328-2000 • Fax: (775) 328-2037**

This attachment is entered into in 2013, by and between the County of Washoe, a political subdivision of the State of Nevada, hereinafter “County” and the State of Nevada Department of Health and Human Services, Division of Mental Health and Developmental Services, Lake’s Crossing Center for the Mentally Disordered Offender, hereinafter “State”.

WITNESSETH

WHEREAS, this attachment is entered into pursuant to Nevada Revised Statute 277.180;
and

WHEREAS, the County and the State enter into this attachment in order to continue the arrangement whereby the State provides a mental health professional to perform mental health evaluations (including but not limited to competency evaluations and risk assessments) at the Washoe Detention Center and the County shares the costs; and

WHEREAS, the County desires to obtain the services of a mental health professional to provide mental health evaluation services for defendants housed within the Washoe Detention Center or released into the community by the court, who have been identified by the Office of the Public Defender, the Alternative Public Defender or conflict attorneys, as needing such evaluations; and

WHEREAS, the State can provide such services under the terms and conditions set forth herein/ and

WHEREAS, the cooperation of the State and County in performing and sharing the costs of mental health examinations creates efficiencies and saves resources for each party,

NOW THEREFORE, for and in consideration of the mutual promises provided herein and subject to the terms and conditions provided below, the County and State intend as follows:

**ARTICLE ONE
DEFINITIONS**

For the Purposes of this attachment:

1. The County means any department or agency of the county government including, without limitation, the District Attorney, the Office of the Washoe County Public Defender, the Alternative Public Defender, conflict attorneys or Detention Center staff.

2. The Court means the Second Judicial District Court.
3. The State means the Division of Mental Health and Developmental Services and Lake's Crossing Center for Mentally Disordered Offenders.
4. A defendant means a person detained or housed at the Washoe County Detention Facility or released by the court pending adjudication, regardless of whether that person has been charged with, arraigned on, convicted of or sentenced for a criminal offense or is being held for civil protective custody.
5. The Mental Health professional means a person, who is a clinical psychologist or clinical social worker, is licensed as such by the State of Nevada and is an employee of the State of Nevada or under contract to the State.
6. Competency evaluations may include, with the approval of the requesting agency, the following classes of standardized tests including but not limited to; cognitive/intellectual assessment; personality diagnostic measures/neuro-psychological screening and formal forensic measures of competency, risk and malingering.

ARTICLE TWO
STATE'S RESPONSIBILITIES

The State will:

1. Accept referrals from the County Public Defender's Office, the Alternative Public Defender, conflict attorneys, District Attorney's Office, the Court and the Detention Center. These referrals for performing mental health examinations of defendants shall allow the procedures outlined in section 8 of this Article and shall be in writing on the form designated by the State. All statutorily required documentation shall accompany the request.

If no legal counsel has been obtained for a defendant for whom an evaluation is sought, no referral will be accepted unless and until the defendant has signed an authorization for the release of such records as necessary to complete the evaluation. The State will conduct mental health evaluations as time allows in five areas as prioritized below.

- A. Competency Evaluations per NRS178
 - B. Risk Assessments per NRS176
 - C. Criminal Responsibility Assessments
 - D. Substance Abuse Evaluations
 - E. Other Evaluations necessary for sentencing determinations as requested by the Court
2. The assigned evaluator will complete the requested assessment according to national standards for the types of mental health assessments indicated above. Pre-commitment Competency Evaluations will be completed by reviewing the medical and legal records provided by the Court and/or Public Defender's office. A clinical interview/mental status examination will be conducted with the defendant to the degree the defendant cooperates. The initial competency evaluation may include, at no additional cost, an administration of the Revised Competency Assessment Instrument (RCAI). Should any other appropriate third party corroboration be required, the examiner will seek to access that information. When these steps are completed, the report will be generated, edited and provided to the Court, the defense and the prosecutor. Should the evaluator or officers of the court deem it necessary to complete standardized testing above and beyond the standard mental status examination or structured competency interview or complete other extensive investigative record review, the County will be charged at a rate of \$65.00 per hour and an invoice enumerating the time and the additional charges provided. Such additional testing will be only with the prior approval of the Public Defender. Should interpreter services be necessary, the State will inform the County of the need and will continue the evaluation once the County has provided interpreter services. Other psychological assessments may be requested by the Court and the Public Defender's office on a case-by-case basis, as service time is available. The State will assign sufficient Full Time Equivalent staffing (hereinafter referred to as "FTE") to complete the work specified in this attachment according to the established priorities. The State will provide program evaluation data to indicate work performed in accordance with the specified staffing level.
 3. Complete the evaluations and submit the associated reports to the person who requested the evaluation within ten (10) working days of the referral, assuming required interpreter services are provided by the County when

requested by the State. In the event that the pertinent statutorily required records and reports have not been received within this time frame, the evaluation shall so reflect and the defendant may be more fully evaluated upon receipt of the information. Additional evaluations or re-evaluation of the same defendant may not be requested of the State, under any other circumstance unless so designated in this attachment.

All reports prepared pursuant to this Attachment are to be treated as privileged communications unless and until they are filed with the appropriate court or authorized to be released by the defendant's attorney. Reports filed with the Court will be controlled as provided by Court rule.

4. Attend Court hearings as requested by the Court, the Public Defender's office, Alternative Public Defender, conflict attorneys or the District Attorney's office.
5. Provide the necessary clerical support to prepare and maintain the documents/reports required pursuant to this Attachment and in accordance with its timeliness.
6. Maintain records regarding such evaluations at the Lake's Crossing Center for the Mentally Disordered Offender, 500 Galletti Way, Sparks Nevada. The State agrees to allow the County to inspect all such records at any reasonable time upon three (3) working day's notice.
7. Provide initial and ongoing training as time permits, for selected County Detention Center staff, for deputies assigned to Unit 3 of the Washoe County Detention Center regarding how to manage mentally ill inmates, suicide prevention or other similar topics.
8. Conduct all evaluations through a Mental Health Professional, a salaried employee of the State or professional under contract with the State. The State will provide appropriate back-up coverage to meet all standards as outlined in this Attachment. The State acknowledges that the Mental Health Professional is not an employee of the County and that the County is not responsible for the supervision or control of the employment of the Mental Health Professional, nor his/her acts or omissions.
9. Allocate sufficient available work hours of the Mental Health Professional to conduct the mental health evaluations (competency, risk assessment, criminal responsibility assessments and substance abuse referrals) in the jail or, if released to the community, at Lake's Crossing Center outpatient area. Preparation of the court reports will be included as time allocable to the County under this Attachment. All FTE time contracted for, pursuant to Article Four, section 1 and are not allotted to the above listed items, will be utilized conducting the following tasks:
 - Responding to initial mental health referrals by deputies from the Inmate Assistance Program.
 - Performing competency evaluations for legal guardianship and/or legal payees.
 - Staff training on mental health issues for Deputies and Court Services personnel.

Lake's Crossing Center personnel conducting business at the Washoe County Sheriff's Office Detention Center will immediately notify the Sheriff, where feasible, of all issues involving the safety or security of the facility.

ARTICLE THREE COUNTY'S RESPONSIBILITIES

1. The County designates the County Manager or his/her designee as the person who will manage this Attachment and function as the contact person for the State.
2. The County through the Public Defender, Alternative Public Defender, conflict attorneys and/or their designee will make a written referral to the State for client competency evaluations. **We require a court order for all competency evaluations. A court order or a signed consent is required for all other evaluations.** The Public Defender, Alternative Public Defender or conflict attorneys will provide the State with written authorization for the release of the defendant's medical and mental health records, signed by the attorney of record or by the defendant. The Public Defender, Alternative Public Defender or conflict attorneys shall also provide the State information in its possession concerning the defendant and the current criminal charges pending against the defendant. If a criminal defendant represented by private counsel wants to utilize the services of the Mental Health Professional for a competency evaluation, private counsel must work through Kevin Schiller, County

Manager and/or Elizabeth Neighbors, Lake's Crossing Center Director and will be subject to the same requirements as outlined above for the Public Defender or conflict attorneys.

3. The County shall provide access to and bear the costs of the facilities and equipment at the Washoe County Detention Facility, which are necessary to the performance of the State's duties under this Attachment. This includes, but is not limited to, office space, furniture, telephone, facsimile machine and copier.
4. The County shall provide the State access to defendants on a timely basis for interviews, questions, consultation and other forms of participation under this Attachment.
5. The County will provide any interpreter services required for the State to complete the required evaluations. These interpreter services will be provided at the County's expense and are not reimbursable under this Attachment
6. The County will provide access to defendant medical records for the Mental Health Professional as needed for the purpose of ensuring properly informed evaluations.
7. The County will see that defendants not in custody will appear for scheduled appointments with the State provided Mental Health Professional. Should a client miss more than one (1) appointment, he or she will be referred back to the county for assessment.

ARTICLE FOUR FEES FOR SERVICE

1. Total estimated staffing need for fiscal year 2014 are 1.80 FTE. The County shall pay the state for the actual salary and fringe benefit costs for 1.31 FTE in fiscal year 2014. The total amount to be paid in fiscal year 2014 not to exceed \$200,000.00.

Total estimated staffing need for fiscal year 2015 are 1.80 FTE. The County shall pay the state for the actual salary and fringe benefit costs for 1.31 FTE in fiscal year 2015. The total amount to be paid in fiscal year 2015 not to exceed \$200,000.00.

2. The County shall pay the State \$50.00 for each evaluation to defray the cost of clerical support including the file set-up, tracking, typing, filing and storage of records for the Licensed Clinical Psychologist.

The Total additional cost for this clerical support will not exceed \$37,350 (747 evaluations X \$50) in State Fiscal Year 2014 and \$37,350 (747 evaluations X \$50) in State Fiscal Year 2015.

3. The County shall pay the State \$135 per hour for a Mental Health Professional employed or under contract to the State, to provide expert witness testimony in court hearings. The County shall pay the State \$60 per hour for a Mental Health Professional employed or under contract to the State to stand-by while awaiting the opportunity to provide expert witness testimony in court hearings. The total additional cost for expert witness testimony will not exceed \$2,000 in State Fiscal Year 2014 and \$2,000 in State Fiscal Year 2015.

4. The State will submit monthly to the County Manager's office, invoices detailing the services rendered by evaluation, the client tracking number, the type of evaluation, the place of evaluation and the Mental Health Professional who conducted the evaluation.

The County shall pay the State for these services based on the monthly invoices submitted to them within 30 days of receipt, provided the invoice contains sufficient specificity to enable the authorization of payment. The County reserves the right to withhold any payment if it is determined that the services described herein have not been provided or reported by the terms of this Attachment.

5. With respect to professional errors and omissions liability, the State and its employees are, pursuant to Nevada Revised Statutes Chapter 41, covered by self-funded liability insurance. Contracted personnel must have sufficient liability coverage in order to enter into a contract with the State. If the State wishes to purchase such

coverage, the State will maintain said coverage during the term of this Attachment and for a period of three years from the date of termination of this Attachment. Such coverage, if purchased, will be in an amount of not less than \$1,000,000 per claim and \$3,000,000 as an annual aggregate. The premium costs incurred to meet these coverage amounts shall be borne by the State and no cost or benefit will accrue thereby to the County.

6. Total contract authority available for the County payable to the State is \$239,350.00 for fiscal year 2014 and \$239,350.00 for fiscal year 2015.

ARTICLE FIVE
TIME PERIOD FOR COMPLETION AND TERMINATION

1. The terms of this Attachment shall be in effect upon approval of Board of Examiners and end on June 30, 2015.
2. The State and the County will work together to assure that the services provided under this Attachment are mutually satisfactory. In the event that the County is not satisfied by the performance of the Mental Health Professional, it agrees to meet with the State to attempt to resolve any issues. In the event that the assigned Mental Health Professional becomes unavailable, the State will appoint another Mental Health Professional to perform the services under this Attachment.
3. The State or the County may terminate this Attachment, with or without cause, after giving written notice to the other party of the intent to terminate. The notice must specify the date upon which termination shall be effective. The effective date shall not be less than 30 calendar days from the date of the mailing or the personal serving of the notice.
4. The parties expressly agree that this Contract and Attachment shall be terminated immediately if for any reason Federal and/or State Legislature funding ability to satisfy this Contract and Attachment is withdrawn, limited or impaired OR County funding is withdrawn, limited or impaired

ARTICLE SIX
GENERAL PROVISIONS

1. Standard of performance. The State shall perform services in connection with this Attachment in accordance with generally accepted professional standards for mental health evaluations.
2. Governing law/Miscellaneous. This Attachment shall be governed, interpreted and construed in accordance with the laws of the State of Nevada. If any provision of this Attachment shall be held or declared void or illegal for any reason, all other provisions of this Attachment which can be given effect without such void or illegal provision shall remain in full force and effect. The section headings in this Attachment are intended solely for convenience. They are not part of this Attachment and shall not affect its construction.
3. Notice. When by the terms of this Attachment written notice is required to be sent, such notice shall be deemed sufficient if sent by regular mail, postage prepaid to the parties at the addresses appearing below. Notice shall be deemed received three (3) days following mailing.

Elizabeth W Neighbors, PhD
Director, Lake's Crossing Center
500 Galletti Way
Sparks NV 89431

Kevin Schiller
County Manager, Washoe County
PO Box 11130
Reno NV 89520-0027

A Contract Between
Washoe County
A Political Subdivision of the State of Nevada
Through Its
Washoe County Department of Juvenile Services
(hereinafter referred to as the WCDJS)
P.O. BOX 11130
Reno, Nevada 89520

And

THE BOARD OF REGENTS
OF THE NEVADA SYSTEM OF HIGHER EDUCATION
(hereinafter referred to as University)
University of Nevada, Reno
Reno, NV 89557

WHEREAS, the University desires that certain of its Department of Health Sciences and CASAT students ("students"), and, when appropriate, certain of its faculty members, be permitted to visit and utilize WCDJS's facilities to afford students the opportunity to have practical learning and internship experiences at WCDJS; and

WHEREAS, the WCDJS desires to aid in the education and training of human development family study professionals and, subject to the terms and conditions of this Agreement, desires to make its facilities available for such purposes.

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

CONTRACT TERM: This Contract shall be effective upon approval of the Board of Regents and Washoe County, through June 30, 2017, subject to continued funding or until this Agreement is terminated pursuant to the terms of this agreement, whichever date shall first occur.

TERMINATION: This Contract may be terminated by either party prior to the date set forth in paragraph (1), 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 County, State and/or Federal funding ability to satisfy this Contract is withdrawn, limited, or impaired. This Contract may also be renegotiated in the event of a reduction in the anticipated County, State, or Federal funding revenue required to satisfy this Contract.

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 telephone 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.

14-0586

INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments:

ATTACHMENT A: SCOPE OF EDUCATIONAL EXPERIENCE (See Attachment A)

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.

LIMITED LIABILITY: The parties will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 354.626.

INDEMNIFICATION.

- a. Consistent with the Limited Liability provision stated above, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party 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 indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise exist as to any party of 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.

FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract 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.

HIPAA. As covered entities, the parties acknowledge the applicability of the Health Insurance Portability and Accountability Act of 1996, P. L. 104-191 ("HIPAA") to any covered functions, which may be performed pursuant to this Agreement.

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.

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.

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.

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.

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:

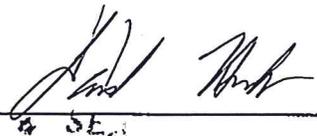
PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the service set forth in this agreement.

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 Washoe County, Nevada district courts for enforcement of this Contract.

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 modifications 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 Washoe County's legal advisor.

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

APPROVED BY WASHOE COUNTY



On June 24, 2014 Chairman
Date Title

ATTEST:



On June 24, 2014

Tom Harrison, PhD, Associate Dean, College of Education

On _____

Acting for the Board of Regents of the Nevada System of Higher Education on behalf of the University of the Nevada, Reno and its College of Education

ATTACHMENT A
SCOPE OF EDUCATIONAL EXPERIENCE
College of Education

Responsibilities of the Parties

1. The parties agree to jointly plan for the utilization of the WCDJS's facilities for student educational experiences as part of the preparation of human development professionals and other related professionals. The maximum number of students and the specific period shall be jointly determined after consideration of the WCDJS's facilities and adequacy, extent and variety of learning experiences available.
2. Both parties agree that students are not considered employees of either party under this Agreement.

Responsibilities of the University

1. University shall maintain oversight of students participating in educational opportunities through WCDJS programs.
2. University shall require that all students provide sufficient evidence of adequate group or individual medical/health and accident insurance coverage which is in force and effect prior to the participation in any educational experience at WCDJS. If the WCDJS requires health examinations or other medical or insurance clearances, the student is expected to meet the requirements of the WCDJS.
3. University shall comply with all applicable laws, ordinances and regulations of governmental entities having jurisdiction over matters which are the subject of this Agreement. Further, pursuant to NRS Chapter 239B, University shall require background checks for students and instructional personnel participating in the activities covered by this Agreement. The University or the student will pay any cost associated with the background investigation. The results of these background checks may result in removal of a participant from the program, at WCDJS's sole and exclusive discretion, or termination of this Agreement.
4. University shall immediately upon notice remove any student from the WCDJS program under this Agreement whom WCDJS determines, in its sole and exclusive discretion, imposes an unreasonable risk of harm to WCDJS personnel, clients, property or to him/herself, or who violates WCDJS policies, regulations or procedures despite warning.
5. The WCDJS Director or designee will be the liaison officer and the principal contact between WCDJS and University for purposes of administration of this Agreement.

Responsibilities of the WCDJS

1. WCDJS shall have sole responsibility for establishing the policies, regulations, and procedures applicable to its operation and activities. It shall notify University of all policies, regulations and procedures that it expects University's personnel and students to adhere to while on WCDJS premises or conducting activities in WCDJS facilities.
WCDJS may notify University personnel and students directly without prior notice to University of policies, regulations, and procedures if circumstances prohibit such prior notice.
2. WCDJS shall maintain the facilities that are open to University personnel and students in compliance with applicable local, state and federal laws and regulations and accreditation requirements, if any.
3. WCDJS shall provide physical facilities as necessary to the administration of this Agreement and to the conduct of the learning experiences conducted under the auspices of this Agreement, within the limits of the WCDJS.
4. WCDJS administration and personnel recognize their responsibility to maintain a learning environment of high quality in which sound educational experiences can occur.
5. Subject to the terms of this Agreement and to the extent resources are available, WCDJS will make all reasonable efforts to provide learning opportunities for students in support of the program. At no time shall University personnel or students participating in the program disrupt or impair WCDJS's functions, services or activities.
6. WCDJS shall appoint a liaison officer and notify University of same. Such officer shall be the principal contact between WCDJS and University for purposes of administration of this Agreement.
7. WCDJS may remove and/or restrict from entry upon its premises any University personnel or students who, in WCDJS' its reasonable discretion, pose an unreasonable risk of harm to WCDJS personnel, clients, property or who pose an unreasonable risk of harm to him/herself, or who violates WCDJS policies, regulations or procedures. WCDJS shall exercise reasonable efforts under the circumstances to notify University of its intent to remove or restrict prior to taking action and shall notify University as soon thereafter as is reasonable practicable.

WCDJS personnel shall not be obligated to participate in the learning experiences of students referred to WCDJS hereunder except to the extent agreed between University and WCDJS. To the extent WCDJS personnel are engaged in the supervision of student learning experiences, WCDJS personnel shall adhere to the learning experience requirements established under the authority of this Agreement and shall make such reports and provide such information specified herein.

Scheduling and Tracking Student Placements

The College of Education shall select, in consultation with the WCDJS, learning experiences to which the students will be assigned from among those learning opportunities made available by

WCDJS. The College of Education and the WCDJS shall mutually determine dates and times for the use of these facilities by such students.

Types of WCDJS student placements: Individual Undergraduate Students

The College of Education agrees to prepare specific student schedules and other plans for instruction practice with the primary view of obtaining maximum educational benefit from the District's programs. The instruction period for each student is planned on academic semesters or an equivalent time period and will conform to the University calendar as approved by the Board of Regents.

Communication between Department and District Program Staff

The student's instructor will provide a copy of the course syllabus, which includes the evaluation form(s) and expectations. Preceptors will be assigned to each student as appropriate and a mutually agreed upon plan for educational experience will be developed.

The College of Education and the WCDJS have appointed the following principal contacts for all communications in connection with this Exhibit:

<p>Contact for Juvenile Services Elizabeth B. Florez, M.S. Division Director Washoe County Department of Juvenile Services P.O. Box 11130 Reno, NV 89520-0027</p>	<p><u>Contact for the College of Education</u> Amy K. Poetschat Internship Coordinator College of Education University of Nevada, Reno Mailstop 0281 Reno, NV 89557 amvo@unr.edu 775-682-6838</p>
---	---

A Contract Between
Washoe County
A Political Subdivision of the State of Nevada
Through Its
Washoe County Department of Juvenile Services
(hereinafter referred to as the WCDJS)
P.O. BOX 11130
Reno, Nevada 89520

And

THE BOARD OF REGENTS
OF THE NEVADA SYSTEM OF HIGHER EDUCATION
(hereinafter referred to as University)
University of Nevada, Reno
Reno, Nevada 89557

WHEREAS, the Field Education Program plays a central role in the BSW and MSW programs of the School of Social Work, University of Nevada Reno; and

WHEREAS, the School considers field instruction a vital part of the education of social work students and recognizes the importance of the contribution of the agencies where students are placed; and

WHEREAS, the WCDJS conducts several programs related to juveniles which would be enhanced by the services of social work students; and

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the parties;

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

CONTRACT TERM. This Contract shall be effective upon approval of the Board of Regents and Board of Washoe County Commissioners, through June 30, 2017, subject to continued funding or terminated pursuant to the terms of this Agreement, whichever date shall first occur.

TERMINATION. This Contract may be terminated by either party prior to the date set forth in the next above paragraph, 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 County, State and/or Federal funding ability to satisfy this Contract is withdrawn, limited, or impaired. This Contract may also be renegotiated in the event of a reduction in the anticipated County, State, or Federal funding revenue required to satisfy this Contract.

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.

14-0587

INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments:

ATTACHMENT A: SCOPE OF EDUCATIONAL EXPERIENCE (See Attachment A)

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.

LIMITED LIABILITY. The parties will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 354.626.

INDEMNIFICATION.

a. Consistent with the Limited Liability provision stated above, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party 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 indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or 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.

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.

HIPAA. As covered entities, the parties acknowledge the applicability of the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191 ("HIPAA") to any covered functions, which may be performed pursuant to this Agreement.

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.

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.

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.

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.

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.

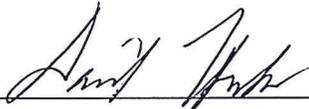
PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the service set forth in this agreement.

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 Washoe County, Nevada district courts for enforcement of this Contract.

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 Washoe County's legal advisor.

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

APPROVED BY WASHOE COUNTY



On

June 24, 2014
Date

Chairman
Title





On

June 24, 2014
Date

On

Date

Title

Date

Title

For the Board of Regents of the Nevada System of Higher Education on behalf of the University of the Nevada, Reno, School of Social Work.

ATTACHMENT A
SCOPE OF EDUCATIONAL EXPERIENCE
SCHOOL OF SOCIAL WORK

A. Responsibilities of the Parties:

1. The WCDJS will allow the UNIVERSITY to use its facilities for the teaching of social work students enrolled in the School of Social Work at the UNIVERSITY.
2. The WCDJS and UNIVERSITY cooperate in the placement of students, each sharing responsibility for the final selection of students. The WCDJS has no obligation to work with students who, after consultation with the UNIVERSITY, are initially considered to be, or are later found to be, unsuitable to the WCDJS program.
3. The UNIVERSITY shall maintain Allied Health Malpractice (professional liability) insurance in the amount of \$1,000,000 per claim and \$3,000,000 annual aggregate covering all students and their supervisors. The purchase of any insurance shall not waive any of the privileges or immunities afforded the UNIVERSITY, or its present or former officers and employees under NRS 41. The UNIVERSITY shall maintain workers compensation insurance as required by Nevada Statute.
4. No part of this agreement shall, in connection with any aspect of its performance, discriminate against any person by reason of race, color, marital status, national, ethnic or religious origin, or on the basis of political or sexual orientation.
5. The Field Education Program will be conducted in compliance with the field education standards of the Council on Social Work Education, the standards of the School of Social Work of the UNIVERSITY, and the National Association of Social Workers Code of Ethics.

B. Responsibilities of University:

1. To provide both a Field Coordinator and a Faculty School Liaison to the WCDJS. Please refer to the School of Social Work's Field Manual for the responsibilities of the Field Coordinator and Faculty Liaison.
2. To confer with the WCDJS prior to participation in the Field Education Program in order to establish or to review the purpose, provisions, and responsibilities involved in the field experience.
3. The UNIVERSITY, WCDJS, and STUDENT will participate jointly in the selection of the student's field education assignment. (See the School of Social Work's Field Manual for placement procedures).
4. That, except as otherwise provided herein, when circumstances beyond the control of the UNIVERSITY or WCDJS indicate the student must be replaced, or if the WCDJS is unable to meet the conditions of the agreement, the UNIVERSITY has the responsibility to withdraw the STUDENT from the WCDJS. This action would be taken only in consultation with the WCDJS'S field instructor and other WCDJS personnel involved in the placement program.
5. To provide field instructor training throughout the year for the WCDJS'S field instructor and other WCDJS personnel involved in the placement program.
6. That it shall, at its discretion, permit social work faculty members to participate as resource persons at WCDJS activities on initiation from the WCDJS and with approval of the School's Director.
7. That it shall list the WCDJS and the names of the field instructors in its School of Social Work Field Manual.
8. The University and each student shall comply with all applicable state, federal, and local laws regarding the confidentiality of patient information and medical records.

C. Responsibilities of WCDJS:

1. To designate one primary field instructor for the student. If there are multiple supervisors, the primary field instructor coordinates the total learning experience and is responsible for the final evaluation report. These subsidiary supervisors should be utilized only after consultation with the faculty liaison.
2. That it shall adhere to the requisite number of field education hours as established by the UNIVERSITY.
3. To provide time for the field instructor to hold an individual conference with the student for at least one hour per week. Time is provided for group conferences with the students as needed during the school year and for teaching preparation in advance of the conferences.
4. To provide time for the field instructor to attend scheduled meetings of field instructors during the school year.
5. To provide office supplies, telephone facilities, and office space, which enable the student to function effectively. The WCDJS provides for safeguarding confidential material such as case material and student records.
6. To provide learning experiences, including orientation to the WCDJS, and assignments.
7. To communicate immediately with Faculty Liaison any concern regarding the student's performance and learning.
8. That the field instructor is responsible for participating in formal evaluations, which

- adequately describe the student's field learning experience.
9. That it will consult with the UNIVERSITY immediately if specific circumstances arise which require the WCDJS to ask that the student be withdrawn from placement during the school year.
 10. That, notwithstanding any other provision of this Agreement, WCDJS shall have the sole and exclusive discretion to determine which students may or may not participate, which students' participation may be terminated or the number of students assigned for placement in the Program.

D. THE PARTIES AGREE THAT EACH STUDENT SHALL:

1. Follow WCDJS and UNIVERSITY policies, procedures, program, and operating rules and standards, and in the event of any conflict arising between the policies, procedures, program and operating standards and rules, WCDJS's shall control.
2. Complete all documentation required and approved by the School of Social Work and the WCDJS field instructor.
3. Prepare for and participate in regular evaluation conferences.
4. Communicate promptly and appropriately to the WCDJS field instructor and/or faculty liaison any concerns regarding the student's performance.
5. Act in accordance with all professional, and ethical standards and laws applicable to social workers and personnel of the WCDJS while performing those functions and responsibilities under the Program.
6. Obtain his/her own health and accident insurance policy in force and effect prior to and throughout his/her participation in the Program since these will not be provided by the WCDJS. If the WCDJS requires health examinations or other clearances, the student is expected to meet the requirements of the WCDJS.
7. Acknowledge, agree and accept that he/she is not an employee and is not entitled to financial or other remuneration, benefits, rights or privileges accorded or given to Washoe County, Second Judicial District Court or UNIVERSITY employees during placement, unless otherwise arranged with and designated by the WCDJS, the Second Judicial District Court, Washoe County and UNIVERSITY.

- E. Prior to the beginning of each field placement, students are asked to read the Field Education Agreement between the UNIVERSITY and the WCDJS, and sign a statement attesting to their understanding of the document.

School and the WCDJS have appointed the following principal contacts for all communications in connection with this Exhibit:

<p><u>Contact for Juvenile Services</u> Elizabeth B. Florez, M.S. Division Director Washoe County Department of Juvenile Services P.O. Box 11130 Reno, NV 89520-0027</p>	<p><u>Contact for School of Social Work</u> Jill Manit, MSW Field Education Program Coordinator School of Social Work 1664 North Virginia Street University of Nevada Reno/090 Reno, Nevada 89557-0090 Direct: 775-682-8717 Fax: 775-784-4573</p>
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**A Contract Between
Washoe County
A Political Subdivision of the State of Nevada
Through Its
Washoe County Department of Juvenile Services
(hereinafter referred to as the WCDJS)
P.O. BOX 11130
Reno, Nevada 89520**

And

**THE BOARD OF REGENTS
OF THE NEVADA SYSTEM OF HIGHER EDUCATION
(hereinafter referred to as University)
University of Nevada, Reno
Reno, NV 89557**

WHEREAS, the University desires that certain of its Human Development and Family Studies (HDFS) students ("students"), and, when appropriate, certain of its faculty members, be permitted to visit and utilize WCDJS's facilities to afford students the opportunity to have practical learning and internship experiences at WCDJS; and

WHEREAS, the WCDJS desires to aid in the education and training of human development family study professionals and, subject to the terms and conditions of this Agreement, desires to make its facilities available for such purposes.

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

CONTRACT TERM: This Contract shall be effective upon approval of the Board of Regents and Washoe County, through June 30, 2017, subject to continued funding or until this Agreement is terminated pursuant to the terms of this agreement, whichever date shall first occur.

TERMINATION: This Contract may be terminated by either party prior to the date set forth in paragraph (1), 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 County, State and/or Federal funding ability to satisfy this Contract is withdrawn, limited, or impaired. This Contract may also be renegotiated in the event of a reduction in the anticipated County, State, or Federal funding revenue required to satisfy this Contract.

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 telephone 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.

14-0588

INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments:

ATTACHMENT A: SCOPE OF EDUCATIONAL EXPERIENCE (See Attachment A)

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.

LIMITED LIABILITY: The parties will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 354.626.

INDEMNIFICATION.

- a. Consistent with the Limited Liability provision stated above, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party 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 indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or 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.

FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract 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.

HIPAA. As covered entities, the parties acknowledge the applicability of the Health Insurance Portability and Accountability Act of 1996, P. L. 104-191 ("HIPAA") to any covered functions, which may be performed pursuant to this Agreement.

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.

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.

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.

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.

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.

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 service set forth in this agreement.

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 Washoe County, Nevada district courts for enforcement of this Contract.

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 modifications 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 Washoe County's legal advisor.

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

APPROVED BY WASHOE COUNTY

[Handwritten signature]

On June 24, 2014 Chairman
Date Title

ATTEST



[Handwritten signature: Nancy L. Parent]

On June 24, 2014

Tom Harrison, PhD, Associate Dean, College of Education

On _____

Acting for the Board of Regents of the Nevada System of Higher Education on behalf of the University of the Nevada, Reno and its College of Education

ATTACHMENT A
SCOPE OF EDUCATIONAL EXPERIENCE
College of Education

Responsibilities of the Parties

1. The parties agree to jointly plan for the utilization of the WCDJS's facilities for student educational experiences as part of the preparation of human development professionals and other related professionals. The maximum number of students and the specific period shall be jointly determined after consideration of the WCDJS's facilities and adequacy, extent and variety of learning experiences available.
2. Both parties agree that students are not considered employees of either party under this Agreement.

Responsibilities of the University

1. University shall maintain oversight of students participating in educational opportunities through WCDJS programs.
2. University shall require that all students provide sufficient evidence of adequate group or individual medical/health and accident insurance coverage which is in force and effect prior to and throughout the participation in any educational experience at WCDJS. If the WCDJS requires health examinations or other medical or insurance clearances, the student is expected to meet the requirements of the WCDJS.
3. University shall comply with all applicable laws, ordinances and regulations of governmental entities having jurisdiction over matters which are the subject of this Agreement. Further, pursuant to NRS Chapter 239B, University shall require background checks for students and instructional personnel participating in the activities covered by this Agreement. The University or the student will pay any cost associated with the background investigation. The results of these background checks may result in either removal of a participant from the program, at WCDJS's sole and exclusive discretion, or termination of this Agreement.
4. University shall immediately upon notice remove any student from the WCDJS program under this Agreement whom WCDJS determines, in its sole and exclusive discretion, imposes an unreasonable risk of harm to WCDJS personnel, clients, property or to him/herself, or who violates WCDJS policies, regulations or procedures despite warning.
5. The WCDJS Director or designee will be the liaison officer and the principal contact between WCDJS and University for purposes of administration of this Agreement.

Responsibilities of the WCDJS

1. WCDJS shall have sole responsibility for establishing the policies, regulations, and procedures applicable to its operation and activities. It shall notify University of all policies, regulations and procedures that it expects University's personnel and students to adhere to while on WCDJS premises or conducting activities in WCDJS facilities. WCDJS may notify University personnel and students directly without prior notice to University of policies, regulations, and procedures if circumstances prohibit such prior notice.
2. WCDJS shall maintain the facilities that are open to University personnel and students in compliance with applicable local, state and federal laws and regulations and accreditation requirements, if any.
3. WCDJS shall provide physical facilities as necessary to the administration of this Agreement and to the conduct of the learning experiences conducted under the auspices of this Agreement, within the limits of the WCDJS.
4. WCDJS administration and personnel recognize their responsibility to maintain a learning environment of high quality in which sound educational experiences can occur.
5. Subject to the terms of this Agreement and to the extent resources are available, WCDJS will make all reasonable efforts to provide learning opportunities for students in support of the program. At no time shall University personnel or students participating in the program disrupt or impair WCDJS's functions, services or activities.
6. WCDJS shall appoint a liaison officer and notify University of same. Such officer shall be the principal contact between WCDJS and University for purposes of administration of this Agreement.
7. WCDJS may remove and/or restrict from entry upon its premises any University personnel or students who, in WCDJS's reasonable discretion, pose an unreasonable risk of harm to WCDJS personnel, clients, property or who pose an unreasonable risk of harm to him/herself, or who violates WCDJS policies, regulations or procedures. WCDJS shall exercise reasonable efforts under the circumstances to notify University of its intent to remove or restrict prior to taking action and shall notify University as soon thereafter as is reasonable practicable.

WCDJS personnel shall not be obligated to participate in the learning experiences of students referred to WCDJS hereunder except to the extent agreed between University and WCDJS. To the extent WCDJS personnel are engaged in the supervision of student learning experiences, WCDJS personnel shall adhere to the learning experience requirements established under the authority of this Agreement and shall make such reports and provide such information specified herein.

Scheduling and Tracking Student Placements

The College of Education shall select, in consultation with the WCDJS, learning experiences to which the students will be assigned from among those learning opportunities made available by WCDJS. The College of Education and the WCDJS shall mutually determine dates and times for the use of these facilities by such students.

Types of WCDJS student placements: Individual Undergraduate Students

The College of Education agrees to prepare specific student schedules and other plans for instruction practice with the primary view of obtaining maximum educational benefit from the District's programs. The instruction period for each student is planned on academic semesters or an equivalent time period and will conform to the University calendar as approved by the Board of Regents.

Communication between Department and District Program Staff

The student's instructor will provide a copy of the course syllabus, which includes the evaluation form(s) and expectations. Preceptors will be assigned to each student as appropriate and a mutually agreed upon plan for educational experience will be developed.

The College of Education and the WCDJS have appointed the following principal contacts for all communications in connection with this Exhibit:

<u>Contact for Juvenile Services</u> Elizabeth B. Florez, M.S. Division Director Washoe County Department of Juvenile Services P.O. Box 11130 Reno, NV 89520-0027	<u>Contact for the College of Education</u> Amy K. Poetschat Internship Coordinator College of Education University of Nevada, Reno Mailstop 0281 Reno, NV 89557 amyp@unr.edu 775-682-6838
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INTERLOCAL AGREEMENT BETWEEN THE CITY OF RENO ON BEHALF OF THE
RENO POLICE DEPARTMENT, WASHOE COUNTY ON BEHALF OF THE
WASHOE COUNTY SHERIFF AND THE DISTRICT ATTORNEY, AND THE CITY OF
SPARKS ON BEHALF OF THE SPARKS POLICE DEPARTMENT TO MAINTAIN A
REGIONAL
SEX OFFENDER NOTIFICATION UNIT

This Agreement is made and entered into this ____ day of _____, 2014 by and between the City of Reno on behalf of the Reno Police Department (hereinafter "RPD"), Washoe County on behalf of the Washoe County Sheriff and the District Attorney (hereinafter "WCSO" and "DA"), and the City of Sparks on behalf of the Sparks Police Department (hereinafter "SPD"). At all times the parties may be referred to as "Agency" or "Agencies".

WHEREAS, pursuant to NRS 277.180, Interlocal Agreements may be entered into to perform any governmental service, activity or undertaking which any of the public agencies is authorized by law to perform.

WHEREAS, there is a need for coordination and cooperation in law enforcement in the tracking, monitoring, investigation, public notification and prosecution of sex offenders; and

WHEREAS, the Agencies to the Agreement believe that tracking, monitoring, investigation, public notification, and prosecution of such cases can most effectively be accomplished through the operation of a Regional Sex Offender Notification Unit; and

WHEREAS, the Agencies agree that the most efficient means of maximizing coordination and cooperation is to assign personnel to work together in a joint office and field environment; and

WHEREAS, the Agencies agree that this Agreement is most efficiently utilized by allowing the Agreement to continue in full force and effect even if one Agency removes itself from the Agreement. The Agreement shall continue as to all remaining Agencies or any Agencies added at a later time by Addendum as long as a minimum of two (2) Agencies continue with the terms of the Agreement.

NOW THEREFORE, based upon the above recitals which are incorporated by this reference, the Agencies agree as follows:

1. This Agreement is for one year from the date of this Agreement and will, by its terms, renew annually unless cancelled by mutual agreement, in writing, between the Agencies. Any Agency may terminate its participation in this Agreement with ninety (90) days written notice to the remaining Agencies.

2. This Agreement may be amended by written agreement to add additional Agencies at any time. The Agencies shall prepare and sign an Addendum or other necessary document to add additional Agencies to the Agreement.

14-0590

3. If an Agency or Agencies decide to terminate their participation in this Agreement, this Agreement shall remain in full force and effect as to all remaining Agencies as long as there are a minimum of two (2) Agencies remaining.

4. The Agencies hereby establish an Advisory Board which will meet bi-annually for the purpose of direction and evaluating the activities of the Regional Sex Offender Notification Unit. The overall goal in governing the Regional Sex Offender Notification Unit shall be to establish operational, executive and management structures that will provide the opportunity for all Agencies to actively participate in the ongoing administration and management throughout the term of this Agreement.

5. The Advisory Board will consist of the Chiefs of the Reno Police Department and Sparks Police Department as well as the Washoe County Sheriff.

6. The Advisory Board shall:

- a. Meet bi-annually unless otherwise scheduled by the Board;
- b. Review all the rules and regulations necessary for the operation of the Regional Sex Offender Notification Unit;
- c. Modify existing rules, regulations and formulate new ones as deemed necessary by the Board;
- d. Analyze and evaluate whether it is in the best interest of the current Agencies to add another Agency to the Agreement; and
- e. Perform all other acts necessary, proper and convenient to accomplish the purpose of this Agreement.

7. The Agencies agree to assign personnel to the Regional Sex Offender Notification Unit as follows:

- a. RPD will assign one (1) detective.
- b. WCSO will assign one (1) detective and one (1) office assistant; and
- c. SPD will assign one (1) detective and one supervisor
- d. DA will assigne (1) deputy district attorney to assist with forfeiture.

8. The Regional Sex Offender Notification Unit will be housed at the Sparks Police Department.

9. The Regional Sex Offender Notification Unity may, from time to time, apply for grant funds to support its activities. Any grant funds awarded to the Regional Sex Offender Notification Unit will be administered by the City of Sparks.

10. All forfeitures of property and cash will be processed by the Washoe County District Attorney's Office and proceeds distributed to the Agencies in accordance with the following formula; forfeiture expenses incurred by the Washoe County District Attorney's office, excluding personnel and overhead costs, will be paid from gross forfeiture proceeds. Net forfeiture proceeds will be distributed by the District Attorney's

office, and it will receive 10% of net proceeds. The remaining 90% of net proceeds will be allocated to the Agencies based upon the number of personnel assigned full time to the Regional Sex Offender Notification Unit.

11. The operations of the Regional Sex Offender Notification Unit will be supervised and directed by SPD in accordance with applicable procedures and command structure. The SPD support services sergeant will provide functional supervision of personnel assigned to the Regional Sex Offender Notification Unit and will provide liaison as required to each Agency regularly employing officers assigned to the Regional Sex Offender Notification Unit.

12. Each Agency is responsible for providing the necessary equipment for its own personnel.

13. Each Agency will provide vehicles for its personnel assigned to the Regional Sex Offender Notification Unit. To the extent possible, Agency vehicles will be driven by officers employed by that Agency.

14. The Agency regularly employing officers assigned to the Regional Sex Offender Notification Unit shall be responsible for all expenses for its personnel, including but not necessarily limited to all wages and disability payments, pension payments, training expenses, and payments for damage to equipment and clothing and any other individual expenses. No Agency has any obligation to reimburse another Agency for any such expenses.

15. Each Agency shall be responsible for providing complete worker's compensation coverage in accordance with the laws of the State of Nevada for each of its own employees. The Reno Police Department, the Washoe County Sheriff's Office and the Sparks Police Department shall be deemed joint employers of all the Regional Sex Offender Notification Unit employees for the purpose of immunity from liability under Nevada workers' compensation laws.

Regional Sex Offender Notification Unit employees are barred by NRS 616A.020 from suing any of the joint employers for on-the-job injuries. The Agencies each agree that they will not subrogate against one another for workers' compensation claims for injuries to employees that may have been caused by another Agency's employee.

16. Personnel assigned to the Regional Sex Offender Notification Unit shall remain employees of their respective Agencies and are responsible to adhering to the policies, procedures and general orders of their respective Agencies, until and unless policies, procedures, and/or general orders specific to the Regional Sex Offender Notification Unit have been promulgated. In the event of a conflict between policies, procedures, and general orders, those of the Sparks Police Department will govern until the Agencies can meet to discuss and resolve the issue.

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17. The Agencies agree that each Agency will be responsible for any liability or loss that may be incurred as a result of any claim, demand, cost of judgment made against that Agency arising from any intentional, reckless or negligent act or negligent failure to act by any of the Agency's employees, agents or servants in connection with work or responsibilities performed pursuant to this Agreement.

In the event that a liability claim is filed against the Regional Sex Offender Notification Unit or any participating Agency as a result of the Regional Sex Offender Notification Unit's activities, there shall be a meeting between the risk managers for each Agency to discuss how best to address the claim. In the event that a lawsuit is filed against the Regional Sex Offender Notification Unit or any participating Agency arising from the Regional Sex Offender Notification Unit's activities, there shall be a meeting between the risk managers and the attorneys representing the Agencies to discuss how best to resolve the lawsuit. The Agencies will not waive and intend assert all available defenses available under Nevada Revised Statutes Chapter 41 and applicable case law.

18. The Agencies to this Agreement shall procure and maintain, during the term of this Agreement, General Liability Insurance or provide for their respective financial obligations through a program of self-insurance in compliance with the Nevada Revised Statutes Chapter 41.

19. Property purchased by any Agency hereto for the use of the Regional Sex Offender Notification Unit will remain the property of that Agency and may be withdrawn from use at any time upon thirty (30) days written notice from the purchasing Agency to the other Agencies.

20. Property purchased with grant funds award to the Regional Sex Offender Notification Unit will remain the property of the Regional Sex Offender Notification Unit. Upon dissolution, the property will revert to the Sparks Police Department, unless the property was specifically purchased for the use of another Agency team member. In that case, the property will revert to that Agency.

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

22. This Agreement contains all commitments and agreements of the Agencies, and oral or written commitments not contained herein shall have no force or effect to alter any term or condition of this Agreement.

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23. The Agencies agree that the signatory of this Agreement has the authority to bind that Agency.

24. This Agreement supersedes all previous agreements between the Agencies that established or maintained the Regional Sex Offender Notification Unit.

CITY OF RENO

BY: _____
Robert A. Cashell Sr, Mayor

DATE: _____

ATTEST BY: _____
City Clerk

APPROVED AS TO FORM: _____
Deputy City Attorney

CITY OF SPARKS

BY: _____
Geno Martini, Mayor

DATE: _____

ATTEST BY: _____
Teresa Gardner, City Clerk

APPROVED AS TO FORM: _____
Chester H. Adams

WASHOE COUNTY, by and through its Board of County Commissioners

BY: _____
David Humke, Chairman

DATE: June 24, 2014

ATTEST BY: _____
Jancy L. Pant
County Clerk

APPROVED AS TO FORM: _____
Deputy District Attorney



WASHOE COUNTY

**RESOLUTION FOR AMENDMENT TO A GRANT TO WASHOE LEGAL SERVICES
IN SUPPORT OF PRO BONO LEGAL SERVICES FOR THE ELDERLY**

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

WHEREAS, Washoe County desires to continue to provide grant funding to the nonprofit, WASHOE LEGAL SERVICES, in support of those legal services subject to performance measures, all as more fully described and conditioned in the parties' "Agreement In Support Of Pro Bono And Low-Cost Legal Services For Elderly," executed on June 25, 2013, which the parties now desire to amend to extend the term and to modify the grant.

NOW, THEREFORE, BE IT RESOLVED, that the Washoe County Board of Commissioners continue to support the availability of *pro bono* legal services for the elderly, and consistent with that does hereby amend the June 25, 2013 agreement to extend by one year its term and to also modify the grant as more fully set forth in the Amendment #1 to said agreement, which Amendment is attached hereto and incorporated herein by this reference.

Upon motion by Commissioner, Weber, seconded by

Commissioner Hardung, the foregoing Resolution was passed and adopted

this 24th day of June, 2014 by the following vote:

AYES: Humke, Weber, Jung, Berkbigler & Hardung NAYS: none

ABSENT: none ABSTAIN: none

14-0596

**WASHOE COUNTY
BOARD OF COMMISSIONERS**

ATTEST

Dorothy L. Parant
CLERK

David Humke
David Humke, Chair

RESOLUTION – Authorizing the Grant of Public Money to a Non-Profit Organization Created for Religious, Charitable or Educational Purposes

WHEREAS, NRS 244.1505 provides that a Board of County Commissioners may expend money for any purpose which will provide a substantial benefit to the inhabitants of the County and that a board may make a grant of money to a nonprofit organization created for religious, charitable or educational purposes to be expended for a selected purpose; and

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

WHEREAS, Washoe County desires to continue to provide grant funding to the nonprofit, NEVADA LEGAL SERVICES, in support of those legal services subject to performance measures, all as more fully described and conditioned in the parties' "Agreement In Support Of Pro Bono And Low-Cost Legal Services For Elderly," executed on June 25, 2013, which the parties now desire to amend to extend the term and to modify the grant; and

WHEREAS, the Board of Commissioners of Washoe County has determined that \$110,000 in annual funding is needed to address these pro bono and low-cost legal services for elderly;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Washoe County:

1. The Board hereby grants to Nevada Legal Services, a non-profit charitable organization created to provide pro bono and low cost legal services for the elderly residents of Washoe County, an additional grant in the amount \$110,000, to be expended from the grant and the conditions and limitations upon the grant as are set forth in the agreement, as amended, which is attached hereto and incorporated herein by this reference, to extend the term of the agreement by one year, and to modify the Agreement as more fully set forth in the amendment to the agreement.
2. The Board finds that in making this grant a substantial benefit will be provided to the inhabitants of the County by providing pro bono and low cost legal services for the elderly residents of Washoe County.
3. The maximum amount to be expended from the grant and the conditions and limitations upon the grant are as set forth in the agreement, as amended, which agreement and amendment are attached hereto and incorporated herein by this reference.

14-0597

Adopted this 24th Day of June, 2014



David Humke, Chairman
Washoe County Commission

ATTEST:



Nancy L. Parent
County Clerk

RESOLUTION

TO SPONSOR AN AMENDMENT OF THE TRUCKEE MEADOWS REGIONAL PLAN FOR THE PURPOSE OF CLARIFYING REGIONAL PLAN POLICY 1.3.3, RELATING TO THE ESTABLISHMENT OF NON-RESIDENTIAL USES IN THE UNINCORPORATED COUNTY.

WHEREAS, The Truckee Meadows Regional Plan (Regional Plan) policy 1.3.3 seeks to establish standards and criteria for the development of commercial and non-residential uses in the unincorporated county; and,

WHEREAS, the language contained in Regional Plan policy 1.3.3 has proven subject to a multitude of varying interpretations; and,

WHEREAS, Washoe County and the Truckee Meadows Regional Planning Agency agree that the lack of clarity embodied by Regional Plan policy 1.3.3 has frustrated the efficient and appropriate implementation of the Regional Plan; and,

WHEREAS, Washoe County and the Truckee Meadows Regional Planning Agency agree that Washoe County should develop alternative language and pursue a Regional Plan amendment for Regional Plan policy 1.3.3; now, therefore, it is hereby

RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS OF WASHOE COUNTY, NEVADA That the Board does hereby sponsor an amendment of the Truckee Meadows Regional Plan for the purpose of clarifying Regional Plan policy 1.3.3, relating to the establishment of non-residential uses in the unincorporated county.

ADOPTED this 24th day of June, 2014.

WASHOE COUNTY COMMISSION



David Humke, Chairman
Washoe County Commission


SEAL OF WASHOE COUNTY, NEVADA
SEAL OF WASHOE COUNTY, NEVADA
SEAL OF WASHOE COUNTY, NEVADA


Nancy Parent, County Clerk

14-0602

INTERLOCAL AGREEMENT FOR
EMERGENCY MEDICAL SERVICES OVERSIGHT

This Interlocal("Agreement") dated as of _____, 2014, is entered into by and between the Washoe County Health District, a Special District created pursuant to Nevada Revised Statutes, Chapter 439 ("DISTRICT"), Washoe County, a political subdivision of the State of Nevada ("WASHOE"), the Truckee Meadows Fire Protection District through itself and the Sierra Fire Protection District based on its authority pursuant to a Cooperative Agreement for Fire Services between Truckee Meadows and Sierra Fire dated April 1, 2012,, both of which are Fire Districts created pursuant to Nevada Revised Statutes Chapter 474 ("FIRE"), the City of Reno, a municipal corporation in the State of Nevada ("RENO"), and the City of Sparks, a municipal corporation in the State of Nevada ("SPARKS") to create a Regional Emergency Medical Oversight function within the DISTRICT for the management, measurement and improvement of Emergency Medical Services.

RECITALS

WHEREAS, on November 27, 1972, the governing bodies of RENO, SPARKS, and WASHOE formed the DISTRICT to provide a broad range of health services for the benefit of said agencies by said DISTRICT; and

WHEREAS, on October 22, 1986, the DISTRICT acting on behalf of RENO, SPARKS and WASHOE did approve "A Resolution Authorizing the Regional Emergency Medical Services Authority (hereinafter referred to as "REMSA") to operate Emergency Medical Ambulance Services on an exclusive basis in defined areas of Washoe County; and

WHEREAS, in August of 2012 WASHOE was provided a report titled "Emergency Medical Services System Analysis" (hereinafter referred to as "STUDY") performed by TRIDATA. The STUDY contains specific recommendations to be considered for the improvement of Emergency Medical Services provided by RENO, SPARKS, WASHOE, DISTRICT and REMSA for the purpose of improving the delivery of patient care and outcomes, and the delivery of Emergency Medical Services; and

WHEREAS, RENO, SPARKS, WASHOE and DISTRICT together on October 18, 2012, February 11, 2013, and June 10, 2013, have continued to review and direct changes to the provision of Emergency Medical Services by and through the STUDY recommendations; and

WHEREAS, the implementation of the STUDY's recommendations require an Inter-Local Agreement concerning the Washoe County Health District to amend, remand and establish certain authorities by and between RENO, SPARKS, WASHOE and DISTRICT; and create a Regional Emergency Medical Oversight function for the management, measurement and improvement of Emergency Medical Services within the DISTRICT,

NOW, THEREFORE THE PARTIES AGREE as follows:

ARTICLE 1

Establishment of Oversight Program/Duties

1.1 Establishment of Program: The DISTRICT shall establish and maintain a Regional Emergency Medical Services Oversight Program (the "Program") within the DISTRICT

14-0611

1.2 Duties of Program: The Program shall provide for Oversight of all Emergency Medical Services (EMS) provided by RENO, SPARKS, WASHOE, FIRE and REMSA and shall:

- a. Monitor the response and performance of each agency providing Emergency Medical Services and provide recommendations to each agency for the maintenance, improvement, and long-range success of the Emergency Medical Services;
- b. Coordinate and integrate provision of Medical Direction for RENO, SPARKS, WASHOE, FIRE and REMSA providing emergency medical services;
- c. Recommend regional standards and protocols for RENO, SPARKS, WASHOE, FIRE and REMSA;
- d. Measure performance, analysis of system characteristics, data and outcomes of the Emergency Medical Services and provide performance measurement and recommendations to RENO, SPARKS WASHOE, FIRE and REMSA;
- e. Collaborate with REMSA, RENO, SPARKS, WASHOE, FIRE and DISTRICT on analysis of EMS response data and formulation of recommendations for modifications or changes to the Regional Emergency Medical Response Map;
- f. Identify sub-regions as may be requested by RENO, SPARKS, WASHOE, FIRE or the DISTRICT to be analyzed and evaluated for potential recommendations regarding EMS response services in order to optimize the performance of system resources;
- g. Provide a written Annual Report on the State of Emergency Medical Services to RENO, SPARKS, WASHOE, FIRE and REMSA covering the preceding fiscal year (July 1st to June 30th), containing measured performance in each agency including both ground and rotary wing air ambulance services provided by REMSA in Washoe County; the compliance with performance measures established by the District Emergency Medical Services Oversight Program in each agency, and audited financial statements and an annual compliance report by REMSA as required in the exclusive Emergency Medical Ambulance Service Franchise;
- h. Maintain a Five-Year Strategic Plan to ensure the continuous improvement of Emergency Medical Services in the area of standardized equipment, procedures, technology training, and capital investments to ensure that proper future operations continue to perform including Dispatching Systems, Automated Vehicle Locations Systems, Records Management Systems, Statistical Analysis, Regional Medical Supply and Equipment, and other matters related to strategic and ongoing Emergency Medical Services and approved by RENO, SPARKS, WASHOE and FIRE.

1.3. Term. This Agreement shall become effective July 1, 2014 for a period of one year ending June 30, 2015. This Agreement shall automatically renew each year on July 1st unless terminated by the parties as set forth below.

1.4. Termination of Agreement. This Agreement may be rescinded at any time by written agreement of termination executed by all the parties.

1.5 Unilateral Party Termination. A party may unilaterally terminate its participation in this agreement without cause by serving the other parties with written notice of termination. That party's termination shall take effect 90 days after service of notice.

ARTICLE 2 Advisory Board

2.1 Creation. The DISTRICT shall establish and maintain a Regional Emergency Medical Services Advisory Board

2.2 Composition. The Regional Emergency Medical Services Advisory Board shall be composed of the following members:

- a. City Manager, Reno
- b. City Manager, Sparks
- c. County Manager, Washoe County
- d. District Health Officer
- e. Emergency Room Physician (DBOH Appointment)
- f. Hospital Continuous Quality Improvement (CQI) Representative (DBOH Appointment)

2.3 Administration. The Advisory Board shall elect a chair and a vice-chair from among its membership to manage the meetings. The election shall occur at the Board's first meeting and thereafter at its first meeting at the beginning of each fiscal year. The chair and vice-chair shall serve for one (1) year. The Board shall be subject to the requirements of Nevada Revised Statutes Chapter 241, Open Meeting Laws. A majority of the Board constitutes a quorum for the conduct of business and a majority of the quorum is necessary to act on any matter.

2.5. Bylaws. The Board shall adopt bylaws or procedural rules necessary to carry out its functions and duties in an efficient and orderly manner.

2.6. Meetings. The Board shall hold a minimum of one meeting per fiscal year.

2.7. Duties. The Advisory Board shall review reports, evaluations, and recommendations of the Regional Emergency Medical Services Oversight Program, discuss issues related to regional emergency services, and make recommendations including:

- a. Make recommendations to the District Health Officer and/or the District Board of Health related to performance standards and attainment of those standards, medical protocols, communication, coordination, and other items of importance to a high performing Regional Emergency Medical Services System, and providing for concurrent review and approval by RENO, SPARKS and WASHOE; a uniform system shall be maintained for the region whenever possible.

ARTICLE 3 Fiscal Year

3.1 Definition. The fiscal year shall be July 1 through June 30.

ARTICLE 4 Duties of the Parties

4.1. Participation: RENO, SPARKS, WASHOE and FIRE shall participate in the Regional Emergency Medical Services Medical Oversight Program by:

- a. Providing information, records, and data on Emergency Medical Services dispatch and response from their respective Public Safety Answering Points (PSAPs) and Fire Services for review, study and evaluation by DISTRICT.
- b. Participating in working groups established by DISTRICT for coordination, review, evaluation, and continuous improvement of Emergency Medical Services.
- c. Participating in establishing and utilizing a Computer Aided Dispatch (CAD) – to – CAD two-way interface with REMSA which provides for the instantaneous and simultaneous transmission of call-related information for unit status updates;
- d. Working cooperatively with DISTRICT to provide input to the development of the Five Year Strategic Plan and to ensure consistent two-way communication and coordination of the Emergency Medical Services System between RENO, SPARKS, WASHOE, FIRE, and REMSA in the future as technologies, equipment, systems, and protocols evolve;
- e. Participating on the Regional Emergency Medical Services Advisory Board;
- f. Striving to implement recommendations of DISTRICT, or submitting those recommendations to their governing bodies for consideration and possible action if determined necessary and appropriate by the respective managers; and
- g. Submitting recommendations regarding the Emergency Medical Services System to DISTRICT for implementation or for consideration and possible action by the District Board of Health if determined necessary and appropriate by the District Health Officer.

ARTICLE 5

Concurrent Review

5.1. The DISTRICT shall coordinate a concurrent review of the status of the Regional Emergency Medical Services by REMSA with RENO, SPARKS WASHOE and FIRE prior to the approval of any modifications or Resolution to the Franchise Agreement and prior to any extension of the franchise period.

ARTICLE 6

Miscellaneous Provisions

6.1. Governing Law/Jurisdiction. This Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Nevada. The parties consent to the jurisdiction of Nevada district courts in Washoe County for the enforcement of this Agreement.

6.2. Assignment. The parties shall not assign, sublet or transfer any interest or service in this Agreement, or which arises out of this Agreement, without the written consent of the other parties.

6.3. Severability. If any provision of this Agreement or its application is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall not be affected.

6.4. Entire Agreement/Modification. This Agreement is the entire Agreement between the parties. No change termination or attempted waiver of any of the provisions of this Agreement shall be binding on the parties unless executed in writing by each of the parties.

6.5. Benefits. This Agreement is entered into solely for the benefit of the parties hereto. It shall confer no benefits, direct or indirect, on any third persons, including employees of the parties. No person or entity other than the parties themselves may rely upon or enforce any provision of this Agreement. The decision to assert or waive any provision of this Agreement is solely that of each party.

6.6. Notice. All notices and demands required under this Agreement shall be in writing and shall be deemed to have been duly given, made and received when delivered or deposited in the United States mail, registered or certified mail, postage pre-paid, addressed as follows:

Washoe County Health District
District Health Officer
P.O. Box 11130
Reno, NV 89520

City of Reno
City Manager
PO Box 1900
Reno, NV 89505

City of Sparks
City Manager
431 Prater Way
Sparks, NV 89431

Truckee Meadows Fire District
Fire Chief
P.O. Box 11130
Reno, NV 89520

Washoe County
County Manager
P.O. Box 11130
Reno, NV 89520

6.7. Indemnification. Each party agrees to indemnify and save and hold the other party harmless from any and all claims, causes of action or liability arising directly from such party's negligence or wrongful misconduct during the performance of this Agreement. 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.

6.8. Limitation of Liability. The parties will not waive and intend to assert any available remedy and liability limitation set forth in Chapter 41 of the Nevada Revised Statutes, and any and all applicable laws or case law.

6.9. Compliance with Law. The parties shall comply with all local, state, and federal law in the implementation of this Agreement in particular the provisions of the Privacy Rule of HIPAA as applicable.

IN WITNESS WHEREOF, the parties have executed this Agreement of the day and year below noted.

WASHOE COUNTY HEALTH DISTRICT

By _____ Date _____

Attest:

By _____ Date _____

CITY OF RENO

By _____ Date _____

Attest:

By _____ Date _____

CITY OF SPARKS

By _____ Date _____

Attest:

By _____ Date _____

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

By _____ Date _____

Attest:

By _____ Date _____

WASHOE COUNTY

By *David Humke*
DAVID HUMKE, Chair

Date 6-24-14

Attest

By *George Sella*, Deputy Clerk
Nancy Parent, County Clerk

Date 6-24-14

