

**BOARD OF COUNTY COMMISSIONERS  
Washoe County, NEVADA**

TUESDAY

10:00 A.M.

MAY 12, 2015

PRESENT:

**Marsha Berkgigler, Chair**  
**Kitty Jung, Vice Chair**  
**Vaughn Hartung, Commissioner**  
**Jeanne Herman, Commissioner**  
**Bob Lucey, Commissioner**

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

The Washoe County Board of Commissioners convened at 10:00 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 conducted by two students from Reno High School, the Clerk called the roll and the Board conducted the following business:

Commissioner Hartung asked for a moment of silence for the James D. Hoff Peace Officer Memorial and recent fallen officers. Chair Berkgigler stated she was just speaking with Commissioner Hartung about how they worry daily about police officers and that it seemed to be a disease to shoot policemen.

Paul Lipparelli, Legal Counsel, stated the Nevada Open Meeting Law required posting of an agenda for public bodies in a certain way. He said Washoe County wanted to self-report that an 8-minute delay occurred in the posting of the electronic version to the State's web site, due to security features built into the County's web site. He disclosed he discussed the matter with the Attorney General's office and was informed that under NRS 241.020 the delay was the result of technical problems and therefore excused.

**15-0358      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 were to be made to the Commission as a whole.”**

Tom Noblett stated he was concerned about the trees in Sun Valley regarding broken limbs, bark coming off the trees, and some of them were dead. He noted a local inspector said there were no County Ordinances regarding trees and the only

agency that had any Ordinances was the Fire Departments. He thought what was needed would be for the County Arborist to conduct an assessment of how many trees were in danger of falling over. He said the dead trees were a tremendous fire hazard and he was hoping the Board could put this issue on a future agenda. He said one tree on Sun Valley Boulevard was leaning toward the electrical wires and he did not want the County to be sued. He emphasized he was not happy about the discontinuation of the local Citizen Advisory Board (CAB). He requested the Board review that issue again.

Garth Elliott stated he wanted to talk about the Nevada Legislature and how he hoped they would be able to help local government. He noted they were in the process of undoing 30 years of damage caused by the liberals. He stated they were looking at the Public Employees Retirement System (PERS), which he believed was several billion in the red and also looking at the inability of taxpayers to pay and negotiations with labor unions. He stated he had a problem with bringing more people in and the practice of over-hiring when the County was in financial trouble. He noted he argued with the past County Manager about the salaries and benefits paid to County employees and before she left she said he was right.

Sam Dehne spoke about his attendance at the Commission meetings, CABs, the Reno Police Department's temporary Chief, Burning Man, and Tesla.

**15-0359      AGENDA ITEM 4 – ANNOUNCEMENTS/REPORTS**

**Agenda Subject: “Commissioners’/Manager’s announcements, reports/updates from County Commission members concerning various boards/commissions they may be a member of or liaison to. Requests for information, topics for future agendas and any ideas and suggestions for greater efficiency, cost effectiveness and innovation in County government. (No discussion among Commissioners will take place on this item.)”**

John Slaughter, County Manager, announced the special meeting and public hearing to be held on May 18th regarding the possible adoption of the budget. He stated he received a request from several members of the Stadium Authority and he was working to prepare for a meeting.

Commissioner Jung stated she would like to see a side-by-side comparison of revenue projections for Fiscal Year 2014-15 in terms of what Reno, Sparks, Washoe County, and the Washoe County School District's ending balances were projected to be and what they were now. She said she would also like to look at the tax mixes because she knew the cities relied heavily on them and got more sales tax than they did from property taxes. She noted there was a projection that in 11 years we would recover to the property tax rate that had been in place before the tax cap and she wanted to know what that projection was based on. She wondered if it was based on all the new homes that were going to be built because of Tesla. She said, in regards to the moment of silence held earlier, she would like to know what the best practices were regarding some sort of reprieve for people working in law enforcement. She wondered what could be done to

create less escalation and more de-escalation to provide for a better chance to get out of those situations. She noted that the people in charge of euthanizing animals were rotated because there was a strong correlation to that type of work leading to sadism in human beings and she wanted a report on that. She said Mr. Noblett was right, that we had worked for years to try and identify some sort of action regarding the dead trees and dead sagebrush in Sun Valley. She said the County's Fire Marshal told her that those trees and brush were not a danger, but she wanted staff to go out there and take a look at them. She thought inspection of dead trees and brush needed to be done across the whole County and not just in Sun Valley. Her biggest concern about Sun Valley was that the area was comprised mostly of mobile homes. She said she strongly believed the County campus should be a smoke free campus and she requested information to implement that change. She announced she would be at the Mayoral Challenge Ride on Thursday, which was the same day she would be holding her "meet your commissioner" meeting at the Senior Center. She said she would also be going to the first meeting of the Tahoe Prosperity Center and the Community Assistance Center Transitioning Governing Board.

Commissioner Herman stated she promised folks to keep the County constitutionally sound and to bring back the Citizen Advisory Boards (CAB)s. She said she knew the County was short on funds, but she would like an accounting of the meeting recently held in Warm Springs so she could figure out how to get enough money to get the CABs started again. She said the Warm Springs CAB members wanted to know the proper protocol for presenting applications for permits. She explained they had an application for the expansion of the Mexican rodeo and it seemed to her someone from the County should have been there to present that; however, the brand new Board handled the issue with flying colors. She requested a workshop regarding the new animal regulations before the County Manager and Animal Services made any decisions about them. She suggested it would be a good idea to look into getting private sector professionals involved regarding the dying trees in Sun Valley and thought they might be able to provide people with firewood.

Commissioner Hartung stated he attended the James D. Hoff Peace Officer Memorial for recent fallen officers on Friday. He noted two additional officers had recently been added to the ceremony from the Las Vegas Metro Police Department. He said he appreciated all the support given to all the police officers because they were some of the bravest people in the community and were willing to put themselves between people and harms-way. He noted he and Commissioner Jung spoke about creating a regional event committee to see if the County could grow regional events and he would like some feedback from staff about that. He said he had not received any information on the Virginia-Truckee Railroad Committee that he served on and asked staff to look into that for him.

Commissioner Lucey stated he attended the Reno-Sparks Convention and Visitor's Authority (RSCVA) press conference last week in regards to the proposed addition. He explained they had booked some of the largest Veterans Conventions for the next five years including the American Legions and Disabled Veterans of America. The American Legion Convention would encompass 18,000 room nights in 2017 and 2020.

He noted Washoe County had always been very supportive of Veterans. He said last Thursday he and Sarah Tone, Community Outreach Coordinator, attended the Vanguard event for Reno. He said it was the first time that Vanguard had chosen a city on the west coast and that Reno was their choice for urban development. He said they focused on a number of issues including the Fourth Street corridor, the old Mapes location, the Plaza and Second Street. He said they combined people from outside the community with local people to come up with some wonderful ideas regarding the homeless shelter and ideas to revitalize the urban areas.

Chair Berkbigler said she would like to ask for an item on the next Truckee Meadows Fire Protection District (TMFPD) agenda to discuss the Fire merger. She said she received a request from the Reno Mayor to hold a joint meeting to discuss the Fire merger between both Cities and the County. She thought the Board should have a discussion about the issues they might like to talk about before the joint meeting took place. She also had a request from a Veterans group to look at possibly waiving the business license fee for Veteran-owned businesses. She requested staff to look into it and let the Board know how many businesses that would impact.

Commissioner Lucey stated he wanted to ask staff to look at what the income was from outside sources in regards to special uses of the County's parks and open spaces.

Commissioner Jung requested the Fire Chief provide an organizational chart at the next meeting regarding all the standup control duties and the responsibilities of all of the positions, including the Fire Chief's.

Later in the meeting Commissioner Lucey requested the ability to utilize more than two hours of staff time to look into software that would help the District Court and the Sheriff's Office compile and share information.

Commissioner Hartung stated the Forest Service proposed to put in a power line on the west side of the County from Verdi to Bordertown. He said he wanted to monitor that because there was talk of utilizing the Eminent Domain process to take over a number of parcels. He said the Forest Service was considering an alternate route that would be shorter and less invasive and he thought it would be important for the County to continue to keep an eye on it.

#### **CONSENT ITEMS 5A THROUGH 5G5**

#### **15-0360 AGENDA ITEM 5A**

**Agenda Subject: "Approve minutes for the regular Board of County Commission meeting of March 24, 2015."**

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Lucey, which motion duly carried, it was ordered that Agenda Item 5A be approved.

**15-0361      AGENDA ITEM 5B - LIBRARY**

**Agenda Subject: “Approve a Library Services and Technology Act grant through the Nevada State Library and Archives in the amount of [\$43,600, with a \$4,360 local match required (in-kind)], for a retroactive term from March 1, 2015-June 30, 2016, for creating Idea and Experience spaces in the library, direct the Comptroller’s Office to make the necessary budget adjustments; and authorize the Director to sign the grant award documents. (All Commission Districts)”**

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Lucey, which motion duly carried, it was ordered that Agenda Item 5B be approved, directed and authorized.

**15-0362      AGENDA ITEM 5C - SHERIFF**

**Agenda Subject: “Approve the Annual Operating Plan for Cooperative Fire Protection Agreement between U.S. Forest Service – Humboldt-Toiyabe National Forest and the Truckee Meadows Fire Protection District which includes the Sheriff’s RAVEN helicopter program for the anticipated deployment term of May 16, 2015 to October 14, 2015. (All Commission Districts)”**

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Lucey, which motion duly carried, it was ordered that Agenda Item 5C be approved.

**15-0363      AGENDA ITEM 5D – SOCIAL SERVICES**

**Agenda Subject: “Award Bid #2928-15 for the Temporary Protection Order Program to the lowest, responsive, responsible bidder, the Committee to Aid Abused Women (CAAW), and authorize the Purchasing and Contracts Manager to execute and agreement with CAAW for a term of one (1) year commencing July 1, 2015 in the [annual amount of \$74,000] with the provision for two (2) successive annual renewal options. (All Commission Districts)”**

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Lucey, which motion duly carried, it was ordered that Agenda Item 5D be awarded and authorized.

**15-0364      AGENDA ITEM 5E - TREASURER**

**Agenda Subject:** “Adopt revised Washoe County Investment Policies, as recommended by the Washoe County Investment Committee [no fiscal impact]. (All Commission Districts)”

There was no public comment on this item.

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

**15-0365      AGENDA ITEM 5F1 – COMMUNITY SERVICES**

**Agenda Subject:** “Award a bid and approve the Agreement to the lowest responsive, responsible bidder for the May Arboretum Greenhouse Project recommended [ClearSpan Fabric Structures International, Inc., \$126,422.72]; and if awarded, direct the Comptroller’s Office to make the appropriate budget adjustments. (Commission District 3)”

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Lucey, which motion duly carried, it was ordered that Agenda Item 5F1 be awarded and directed.

**15-0366      AGENDA ITEM 5F2 – COMMUNITY SERVICES**

**Agenda Subject:** “Approve the First Amendment to Agreement for Reclaimed Water Service by Washoe County to Wolf Run Golf Course between Washoe County and Duncan Burgess, LLC, retroactive to March 2, 2015, for payments of \$58,997.13 owed to the County through monthly installments through January 1, 2020 rather than a lump sum payment due April 1, 2015. (Commission District 2)”

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Lucey, which motion duly carried, it was ordered that Agenda Item 5F2 be approved.

**15-0367      AGENDA ITEM 5G1 - MANAGER**

**Agenda Subject:** “Accept a 2015 Nevada State Emergency Response Commission, Hazardous Materials Emergency Preparedness Training grant [\$2,966, no County match required], retroactive for the period of March 26, 2015 through September 30, 2015 and if accepted, authorize Chairman to execute a Resolution to subgrant funds to other governments which make up the Local Emergency Planning Committee as follows: [\$2,966] to the Reno-Tahoe Airport Authority, and authorize the County Manager, or his designee, to sign a subgrant contract with the Local

**Emergency Planning Committee member; and direct the Comptroller's Office to make the appropriate budget adjustments. (All Commission Districts)"**

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Lucey, which motion duly carried, it was ordered that Agenda Item 5G1 be accepted, authorized and directed. The Resolution for same was attached hereto and made a part of the minutes thereof.

**15-0368      AGENDA ITEM 5G2 - MANAGER**

**Agenda Subject: "Accept the resignation of Paul McArthur and appoint Joey Orduna Hastings to the Trustee position of "employee of the Employer who manages the fiscal affairs of the Employer" on the Washoe County, Nevada Other Post Employment Benefits (OPEB) Trust Fund Board of Trustees. Board of Trustees, Washoe County, Nevada OPEB Trust. (All Commission Districts)"**

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Lucey, which motion duly carried, it was ordered that Agenda Item 5G2 be accepted and appointed.

**15-0369      AGENDA ITEM 5G3 - MANAGER**

**Agenda Subject: "Confirm the appointment of Mary Solorzano as Interim Comptroller effective May 4, 2015 until the Comptroller recruitment process has concluded and the position was filled. (All Commission Districts)"**

John Slaughter, County Manager, acknowledged Mary Solorzano being present and thanked her for accepting the position of Interim Comptroller.

On motion by Commissioner Hartung, seconded by Commissioner Lucey, which motion duly carried, it was ordered that Agenda Item 5G3 be confirmed.

**15-0370      AGENDA ITEM 5G4 - MANAGER**

**Agenda Subject: "Approve Annual Operating Plan for Cooperative Fire Protection Agreement between Bureau of Land Management, Carson City District Office, Winnemucca District Office and Washoe County. Manager (All Commission Districts)"**

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Lucey, which motion duly carried, it was ordered that Agenda Item 5G4 be approved.

**15-0371      AGENDA ITEM 5G5 - MANAGER**

**Agenda Subject: “Approve recommendations for Commission District Special Fund grants for Fiscal Year 2014-2015 for Commission District 1, District 2, and District 3 in a [total amount of \$39,366; \$13,122 per District]; District 1 Commissioner Marsha Berkbigler recommends[\$6,561] to Tahoe Prosperity Center to support regional economic initiatives and [\$6,561] to Tahoe Transportation District in support of the Stateline to Stateline Tahoe Bike Path in Crystal Bay, Nevada; District 2 Commissioner Bob Lucey recommends [\$13,122] to Renown Health Foundation on behalf of the Truckee Meadows Foundation Healthy Communities, “89502 Project”; and District 3 Commissioner Kitty Jung recommends [\$6,561] to Truckee Meadows Parks Foundation to support employee health competition and parks summer series, and [\$6,561] to Friends of Library to support libraries in Commission District 3; approve Resolutions necessary for same, and direct the Comptroller’s Office to make the necessary budget adjustments. Manager (Commission Districts 1, 2 and 3)”**

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Lucey, which motion duly carried, it was ordered that Agenda Item 5G5 be approved and directed. The Resolutions for same were attached hereto and made a part of the record thereof.

**15-0372      AGENDA ITEM 6**

**Agenda Subject: “Appearance: John Erwin, Truckee Meadows Water Authority, Director of Natural Resources-Planning and Management; Dave Solaro, Washoe County, Director of Community Services Department. Presentation regarding drought and water supply for 2015; and update from Washoe County Community Services staff regarding operational strategy for Washoe County properties. (All Commission Districts) Requested by Commissioner Lucey.”**

John Erwin, Director Truckee Meadows Water Authority (TMWA), conducted a PowerPoint presentation, which was placed on file with the Clerk. He explained and described each slide which included: population and TMWA’s water production; the Truckee and Carson River systems; diversions of the Truckee River; consolidated utility facts and figures; snowpack and its affects; flows and elevations of the Truckee River and Lake Tahoe; sources and projected sources of supply; water supply take-aways; management; reduction measures; a rebate program for turf conversion; seasonal and drought rates; and, conservation actions.

Laine Christman, Resource Economist, Truckee Meadows Water Authority, said there were some things that could be done with respect to demand management. He stated there were informational components such as communication campaigns to inform customers and ask them to reduce as well as rebates and pricing mechanisms to change the demand. He noted that before you could do any of those things, there were a couple of things that had to be considered. First, how much the measures would impact supplies, what would happen to the unused water rights, how the measures would impact revenues, and how they would equate to fairness and equity. He said an important issue of the rebate program was the funding mechanism and who would pay. He stated Municipal Codes and Homeowners Associations (HOA) would also need to be considered.

Mr. Christman stated one of the big things happening in the media, especially in southern Nevada, was the cash-for-grass program, which essentially related to turning turf into Xeriscape. He said people confused Zeroscape with Xeriscape; Zeroscape was mostly rock and concrete whereby Xeriscape essentially replaced landscape with drought tolerant vegetation, as well as hardscape. He said typically those types of programs were subsidized and often water utilities would implement a \$0.20 to \$1.50 per square foot rebate for every square foot of grass that was removed. He noted the benefits of Xeriscape, such as a 30 percent reduction in water usage, which was geographically variable. The average water bill savings to the customer was about \$240 per year and the return on investment to the customer was about one to five years.

Mr. Christman stated there were also costs to the utility to implement a meaningful program such as millions in rebates and administration. He said there would also be a revenue loss because landscape changes were often permanent. If a resident made structural changes to their property, they would not be using as much water and probably would never use that much water again. He said not only would that reduce revenue to the water utility, but it would also limit their ability to implement future capital improvement projects for conservation, such as creating interties between groundwater and surface water to enhance a conjunctive use management tactic. For example, he reported TMWA acquired Washoe County Water Utility that had a lot of groundwater; however, TMWA did not have pipes to get to all those different aquifers and could not with reduced revenue. He said it reduced their ability to put that money to use and make them more drought resilient.

Mr. Christman stated effectiveness was tied to the cost of implementation. He said if they were to implement a \$1 million program with a \$1 per square foot rebate, it would reduce their water use by a fraction of a percent in demand. In order to get an effective program it would cost millions of dollars before seeing a significant reduction in demand. He said pricing mechanisms could often achieve similar results and they would not require as much revenue and labor, as well as administrative measures, to implement.

Mr. Christman went over drought rates, which were rates that could change during an irrigation season or over a defined period. He noted pricing mechanisms provided a strong signal to the customer to adjust their behavior. For

example, they had been converting customers from a flat rate to a metered rate and that actually reduced usage by about 40 percent. He discussed a study conducted by the Department of Economics at the University of Nevada, using TMWA's billing data. He said they created elasticity on price and noted if the utility increased the price by 10 percent, it would yield on average a 2 percent decrease in water use. He said the change in water usage was highly variable with respect to household characteristics.

Mr. Christman stated some of the benefits of drought rates, in comparison to rebate programs, was they were often more effective because they applied to all users. He noted that people who would use the rebate programs were already water conscious. He said the acceptance rate for rebates was typically from 5 to 30 percent, which was very low. He said the nice thing about the drought rate was it would apply to a broader range of customers and it was more efficient because it would allow residents to determine their behavior change while reducing the potential for demand hardening. He said drought rates would target high water usage and would be applied to specific tiers. He said the benefit to those types of price adjustments was that they were very flexible, equitable and highly efficient when compared to a subsidy-based demand management program. He said the increased revenue could be utilized to create a more robust conservation program to enhance supply and become more drought resilient.

Mr. Christman discussed the take-aways from the various conservation actions. He said they had to think about the impact to revenues moving forward; what the funding mechanism would be; how things would be paid for; as well as, equity and fairness; who was going to participate; and, how effective the measures would be. He noted the number one issue was timing and determining when things would be implemented and how implementation would reduce water production.

Commissioner Hartung asked if Mr. Christman was familiar with what Perry Di Loreto did recently by creating a zone in front of his home that actually belonged to the HOA; it was his property, but the maintenance belonged to the HOA. He asked if that was a good and tenable development plan for the County to consider because he thought Mr. Di Loreto proved that creating Xeriscape areas in common areas and front yards could create savings in the range of one-third acre foot per house.

Mr. Erwin said TMWA was reviewing data they had been collecting on a couple of subdivisions, but they only had about a year's worth of data so far. He said there was a proposal to carve out a certain portion of each lot to be designated as a common area, which would have different landscaping and a different demand calculation. He said TMWA was supportive of the proposal, but they needed to refine their rules, clarify some definitions and determine different water use criteria.

Commissioner Hartung said he was not necessarily supportive of a mandate, but thought the methodology was a good way to save water. He said he was not a fan of the Turf Buyback Program because he was unsure of its effectiveness and it cost a lot of money.

Mr. Erwin said southern Nevada was very active in the Turf Buyback Program. He stated southern Nevada had a fixed allocation out of the Colorado River of 300,000 acre feet and they were hitting the maximum allotment, but were also experiencing a growth plateau. He said there were some different options to consider saved water and southern Nevada decided to issue it for new growth. He said by shifting outside irrigation to inside they also increased the amount of water that was being returned to the Colorado River, which in turn allowed them to increase the per-acre foot diversion. The result was they were able to accommodate growth and at the same time increase the amount of water they could divert out of the Colorado River. He said things did not work the same way in northern Nevada.

Commissioner Hartung asked if southern Nevada treated the water at a higher standard and Mr. Erwin replied he did not know. He said the water in northern Nevada was kept in reserves upstream and when the reservoirs were full, the water was just added to the system and went downstream for recreation and other purposes.

Dave Solaro, Community Services Director, stated the County was doing its part to reduce water use by 10 percent. He said the County used a variable approach which included the use of reclaimed water, ditch water, and well water. He mentioned the pasture area of Rancho San Rafael Park, which was used for off-leash dogs, would be closed to conserve water. He said the Washoe Golf Course would be in a similar situation due to the lack of ditch water. He talked about the reclaimed water utility in the South Meadows area and said its customers had been asked to reduce their use by 10 percent as well. He said there was some information on the County's web site and citizens should call to report any leaks they noticed at the parks so they could be repaired quickly.

Commissioner Hartung wondered if there might be a way to encourage people to move towards Zeroscape through Code changes. Mr. Solaro said staff was looking for a way to implement that idea into the County's Area Plans and Master Plans to give developers flexibility. He said TMWA, as the major water purveyor, would need to determine how much water would be dedicated to developments.

Commissioner Lucey asked Mr. Erwin if seasonal drought rates had ever been instituted in the County before. Mr. Erwin replied they had not. Commissioner Lucey asked if TMWA was looking at any particular type of framework to base the increased rates on. Mr. Erwin responded that would be the next step. He said TMWA would evaluate the revenue impacts to come up with a rate that would work. He said there was currently a seasonal rate in effect for irrigation customers and that would be reviewed to see how the rate increases affected usage. Commissioner Lucey thought there might be an issue with putting a seasonal rate in place because it would affect all customers, including those who were already conserving. He stated those customers might be upset their rates were going up because of the actions of water-offenders. He asked if TMWA had smart meters installed in any homes. Mr. Erwin said their meters were not as "smart" as the gas and electric meters, but they did collect data. He said only a portion of the meters could be read remotely and the balance of them required meter readers to drive around and collect the data once a month. Commissioner Lucey

mentioned Arizona had a system whereby a person could buy a particular power rate based on times of usage. He wondered if the County could evaluate instituting that type of system. Mr. Erwin said he agreed that would be an adaptive strategy to look at in the future if drought conditions became the “new norm”, but the cost for each fully equipped meter would be about \$150 to \$200. He said there would also be costs associated with setting up a network to read the meters. Commissioner Lucey stated he would like to see that capital improvement made to ensure smarter water use in the future.

Commissioner Jung wondered if TMWA considered collaborating with the Flood Project to create more reservoirs. Mr. Erwin said they had not because of location issues. He said sometime around 1983-1984 Sierra Pacific attempted to build a reservoir in Dog Valley, which was problematic since the location was in California and the reservoir was intended to benefit Nevada. He said instead TMWA put all their efforts into exploring the Truckee River Operating Agreement (TROA) because there were some reservoirs that were underutilized. He said when TMWA wrote the Resource Plan for Sierra Pacific in 1995, they identified approximately 31 potential reservoir sites, but over the years those sites were developed for residential use. He said there was really only one site, Mogul Canyon, which seemed promising until they found there was a fault line right in the middle it. He said the last site they were considering was on the top of the Virginia Range, but it would cost a lot of money. Commissioner Jung wondered if there might be an appetite to take the sales tax money dedicated to the Flood Project and dedicate it to some creative projects for water. She asked what TMWA had planned for in terms of storing water for the growing population. Mr. Erwin said the current population was around 430,000 and projections indicated that would increase to 560,000 in 20 years. Commissioner Jung said she wanted to know what the population was when TMWA determined it had nine years of water storage as compared to today’s population. Mr. Erwin replied TMWA was delivering about 86,000 acre feet to 270,000 people when the storage capacity was determined and today it was delivering about 75,000 feet to 100,000 more residents due to greater efficiencies, metering and enforcement.

Commissioner Jung asked how rate adjustments impacted behavior because she thought it had not proven to be effective in southern Nevada. Mr. Christman replied that elasticity was higher in southern Nevada than in Washoe County and they had removed some of their irrigation and were doing more efficient landscaping. Commissioner Jung said she would like to see how rates affected demand use in southern Nevada and asked if that information could be provided to the Board. Mr. Christman said he could provide that. Commissioner Jung implored TMWA to put meters on every water customer in the system without delay. She asked Mr. Solaro if there had been any discussion about banning pools, spas, and ponds for new construction. Mr. Solaro said he had not heard about that but could look into it.

In response to the question about the water meters, Mr. Erwin stated all single-family residences had meters. He said there were about 4,500 multiple-tenant structures that were still on a flat rate, but those would be on the metered rate effective October 1st.

**15-0373      AGENDA ITEM 7**

**Agenda Subject: “Appearance: Bret Tyler; Kevin Roukey; Spencer Scott; Washoe Storey Conservation District (WSCD). Presentation and discussion of the functions of the WSCD, funding restoration, past, present and future; and Nevada Conservation issues.”**

Bret Tyler, Chairman Washoe Storey Conservation District (WSCD), stated he was seeking the restoration of funds. He said the District was sustained by federal funding, contributions from the WSCD’s Board members, and from the participating counties, but it was not enough to support all of their efforts. He said a lot of people did not understand what the WSCD did and he provided a handout, which was placed on file with the Clerk. He read the handout highlighting the organization’s statement; grants, plan reviews and education projects; the mission statement, the WSCD vision; and a list of Board members. He announced there would be a National Conservation District meeting at the Grand Sierra Resort and Casino in February.

Commissioner Herman wondered how the WSCD could be contacted. Mr. Tyler replied people could visit [www.nevadaconservation.com](http://www.nevadaconservation.com). He also provided a business card, which was placed on file with the Clerk.

Chair Berkbigler asked what areas the WSCD covered and how much money the organization received from Storey County. Mr. Tyler replied the WSCD covered both Washoe and Storey County and described the boundaries. He said they were receiving \$5,000 from Storey County and \$3,000 from the State. He explained the WSCD used to receive \$25,000 per year from Washoe County, but that stopped in 2009.

There was no action or public comment on this item.

**15-0374      AGENDA ITEM 8**

**Agenda Subject: “Appearance: Chad Brown, CEO, OMNIFIC-BREAST, LLC. Presentation regarding Breast Enhanced Scintigraphy Test (BEST). (All Commission Districts.) Requested by Commissioner Hartung.”**

Commissioner Hartung stated he had seen a presentation by Omnific-Breast, LLC in the past and was very impressed. He thought the new methodology for the early detection of breast cancer could save millions of lives and that northern Nevada could become the center for this type of research.

Chad Brown, CEO Omnific-Breast, LLC, conducted a presentation, which was placed on file with the Clerk. He said one out of every eight women would contract breast cancer in their lifetime. He said in 2014 approximately 300,000 women were diagnosed with breast cancer, 40,000 women died, and almost 45,000 women had their healthy breasts removed due to fear. He stated the fear was there was no screening that would detect breast cancer until it was too late.

Mr. Brown explained there were thousands of types of breast cancer and he thought it was fascinating that all of them had one thing in common; they had higher inflammation rates and higher metabolic rates than healthy tissue. He said 100 percent of pre-cancers had the higher rates and the new protocol focused on looking at that.

Mr. Brown talked about the difference between cancer screenings and diagnosis. He explained all the different types of screening were only meant to rule out non-cancer tissues and that actual diagnosis was invasive and involved the use of a needle or scalpel. He said he learned it was unethical to study pre-cancer so there was no way to determine what treatment might help turn pre-cancer back into healthy tissue.

Mr. Brown said there were over 120,000 mammograms conducted every year in Washoe County and 38 million in the United States. He said 50 percent of all women 40 years of age or older had a mammogram every year, which showed that mammograms were widespread; however, the test was very inaccurate. He stated 20 percent of existing cancers were missed by mammogram screenings and one-third of them resulted in a false-positive. He knew false-positives scared women and their families and he thought it was a crime to treat women that way.

Mr. Brown said there was not much question that mammogram screenings did not work for more than half of the female population. He stated the State enacted a bill that required women to be informed if it was determined they had dense-breast tissue; however, the fact that women were told they had dense breasts did not mean that they understood what that meant to them as it related to cancer. He referred to a map in the presentation, which showed the number of States that enacted dense-breast legislation. He said Wendy Damonte, KTVN News Anchor, founded an organization called "Each One. Tell One.", with the intent to spread information about breast density and what it meant to women in terms of their mammograms.

Mr. Brown said half of the women in the United States had dense-breast tissue, but less than 1 percent of the women he talked to had ever seen their own mammograms. He talked about some of the images in the presentation to show what dense-breast tissue looked like on a mammogram. He pointed out the dense tissue showed up as white areas on the black and white images, which did not allow for the detection of cancer. He said ductal carcinoma was one of the most prevalent types of cancer which took on a tubular shape, which was impossible to detect on a dense-breast mammogram because of all of the white lines. Mr. Brown said, according to studies, the average mammogram was viewed for less than a minute and a half.

Mr. Brown talked about the size of tumors as compared to the size of coins, which was depicted in the presentation. The size comparisons showed the average-sized lumps found by yearly mammograms when past films were available, average-sized lumps found by the first mammogram, and average-sized lumps found by accident. He said he asked a world-renowned surgical Oncologist what a dime-sized lump would mean

to a woman. He was told the Oncologist would measure the woman's life expectancy in terms of a percentage and would give her an 85 percent chance to live 18 to 24 months.

Mr. Brown displayed a small ball on the end of his finger, which he said measured about two millimeters. He said the ball represented the size of the tumor the new technology could detect. He emphasized the technology offered a way to diagnose cancer in a non-invasive way. He said he asked the same world-renowned Oncologist what the diagnosis would be for a two millimeter tumor and was told 100 percent of the women with a tumor that size could be saved.

Mr. Brown said, based on published studies that included 997 women, the Breast Enhanced Scintigraphy Test (BEST) was 99.9 percent accurate. He said it was effective for dense breasts and implants and that it screened and diagnosed tumors instantly and simultaneously. He said BEST turned a black and white image into a "paint-by-number" image by assigning numbers in the range of 100 to 600. He explained a number of 300 or over would indicate cancer; between 151 to 299 would point towards pre-cancer; and 150 or less would mean there was no cancer. He said the testing was quantitative, not qualitative, because it turned the results into numbers rather than pictures. He said the BEST also tested the entire chest at once including under the arms and next to the rib cage and would non-invasively diagnose pre-cancer, which could be a means to avoid breast cancer altogether. He said the test exposed breast tissue to one-third of the radiation that mammography did, required an injection rather than the compression of the breast, was Food and Drug Administration (FDA) approved, was the subject of five peer-reviewed clinical studies, and could be rolled out immediately.

Mr. Brown spoke about some of the images in the presentation, which depicted what a quantitative diagnosis would look like in terms of numbers and also what a tubular cancer would look like as viewed via a very small camera. He also talked about the graph and scatter diagram, which illustrated Maximal Count Activity (MCA) in terms of type of tissue.

Mr. Brown stated there was a woman who elected to begin a holistic diet rather than have surgery when she was diagnosed with pre-cancer and after 10 months her tissue returned to normal. He said he thought that was unbelievable until he spoke with the Dean of University of Nevada, Reno's (UNR's) Agricultural College, Dr. Ron Pardini, who had been studying the nutritive effects on cancer for 35 years. He said the BEST test would allow him and others to study pre-cancer, which had been deemed unethical by other methods.

Mr. Brown concluded the presentation by mentioning some of the expert endorsements for BEST and by discussing some of the information contained in the letters and testimonials, which were placed on file with the Clerk. He said he was working to put together a group of women who would receive the BEST test, which would be partially funded by Moms On The Run, and he encouraged Board members to either consider taking the test themselves or to nominate someone they knew might benefit from it.

Chair Berkbigler thanked Mr. Brown for the informative presentation.

**15-0375      AGENDA ITEM 9**

**Agenda Subject: “Appearance: Joe Dahl. Presentation on the American Lands Council and status of land transfer. Requested by Commissioner Herman.”**

Joe Dahl, American Lands Council, provided some documents to the Board, which were placed on file with the Clerk. He said the effort to transfer public lands from the federal government to the State had been going on for years and since the original approach did not work, the current effort involved urging Congress to transfer the land. He said the Forest Service’s Travel Management Plan, which would close roads and restrict access in Elko County, was the triggering event to the current effort. He stated Congressman Mark Amodei introduced a bill to transfer the land to the State of Nevada and it was expected to go to the floor of Congress sometime in July. He thought Nevada was the only State that planned to sell some of the land for expansion and for use in the railroad corridor. He said the concerns of the opposition were mostly in regards to fears that Nevada would block access to lands, which was absolutely not the intent. There were some concerns about whether the State could afford to manage the land, but the Nevada Land Management Task Force report showed the State could afford it and that it would likely produce a lot of money for the State. He asked the Board if they had any questions and Chair Berkbigler stated the Board was very familiar with the topic.

Mr. Dahl stated he would make a pitch for money from the County. He said the American Lands Council was made up of mostly counties and utility companies and had a tight budget. He said most of the participating counties contributed at least \$5,000 per year and he invited Washoe County to join. Chair Berkbigler thanked Mr. Dahl for bringing the issue to the Board’s attention.

There was no action or public comment on this item.

**BLOCK VOTE – Agenda Items 10, 11, 12, 13, 14, 20, 21 & 22**

**15-0376      AGENDA ITEM 10 - MANAGER**

**Agenda Subject: “Discussion and possible action to establish a process to appoint a Reno-Tahoe Airport Authority Board of Trustee, including screening applicants, setting a date for interviews, and timeframe for appointment. (All Commission Districts)”**

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Lucey, which motion duly carried, it was ordered to set the interview and appointment date for June 9, 2015.

**15-0377      AGENDA ITEM 11 – HUMAN RESOURCES**

**Agenda Subject: “Discussion and possible action to establish a process to fill the vacant Social Services Director position, including screening top three (3) applicants, setting a date for interviews, and timeframe for appointment. Human Resources (All Commission Districts)”**

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Lucey, which motion duly carried, it was ordered to set the interview and appointment date for June 9, 2015.

**15-0378      AGENDA ITEM 12 – HUMAN RESOURCES**

**Agenda Subject: “Discussion and possible action to designate three (3) independent contractors part of critical labor shortage retroactive to FY13 to present and make necessary findings pursuant to NRS 286.523. (All Commission Districts)”**

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Lucey, which motion duly carried, it was ordered to designate three independent contractors part of the critical labor shortage retroactive to Fiscal Year 2013 (FY13) based upon the findings pursuant NRS 286.523.

**15-0379      AGENDA ITEM 13 - SHERIFF**

**Agenda Subject: “Recommendation to approve Interlocal Contract between Public Agencies: the Washoe County Sheriff’s Office Forensic Science Division and the State of Nevada, Department of Public Safety, Office of the Director for Forensic Services - Breath Alcohol Program for the term of July 1, 2015 through June 30, 2017 with an income of [\$322,436 and \$338,558 for FY 2016 and FY 2017], respectively. (All Commission Districts)”**

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Lucey, which motion duly carried, it was ordered that Agenda Item 13 be approved. The Interlocal Contract for same was attached hereto and made a part of the record thereof.

**15-0380      AGENDA ITEM 14 - MANAGER**

**Agenda Subject: “Recommendation to approve a two year Interlocal Contract between Washoe County and the State of Nevada acting by and through the Nevada**

**Division of Forestry Department of Conservation and Natural Resources, effective July 1, 2015 through June 30, 2017 in the amount of [\$50,000 per fiscal year, not to exceed \$100,000] for the purpose of resources, equipment and financial assistance in the mitigation of emergency fire incidents. (Commission District 5)”**

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Lucey, which motion duly carried, it was ordered that Agenda Item 14 be approved. The Interlocal Contract for same was attached hereto and made a part of the minutes thereof.

**15-0381      AGENDA ITEM 20**

**Agenda Subject: “Discussion and possible direction to the County Manager to utilize two or more hours of staff time to research opportunities for senior and students shared living arrangements. Requested by Commissioner Jung.”**

There was no public comment on this item.

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

**15-0382      AGENDA ITEM 21**

**Agenda Subject: “Discussion and possible direction to the County Manager to utilize two or more hours of staff time to research code and policy limitations to creating free community book exchanges (i.e. little libraries). Requested by Commissioner Jung.”**

There was no public comment on this item.

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

**15-0383      AGENDA ITEM 22**

**Agenda Subject: “Discussion and possible direction to the County Manager to utilize two or more hours of staff time to review rules and regulations in support of a bee friendly county. Requested by Commissioner Jung.”**

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Lucey, which motion duly carried, it was ordered that Agenda Item 22 be approved.

**15-0384      AGENDA ITEM 26 – CLOSED SESSION**

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

**12:25 p.m.**      On motion by Commissioner Hartung, seconded by Commissioner Lucey, which motion duly carried, it was ordered that the meeting recess to a closed session for the purpose of discussing negotiations with Employee Organizations per NRS 288.220.

**2:30 p.m.**      The Board reconvened with all members present.

**15-0385      AGENDA ITEM 15 - MANAGER**

**Agenda Subject: “Recommendation to approve Constituent Services programs in Fiscal Year 2015-16 to include maintaining a Citizen Advisory Board (CAB) program consisting of seven (7) active boards and total of forty two (42) meetings with program changes to enhance efficiency and communication, and proposing an additional four (4) community forums per Commission District annually, with the exception of District 3 which would be proposed at eight (8) for an additional twenty (24) meetings, and other program efficiencies to improve Citizen Relationship Management in Washoe County. [Net Zero Impact]. (All Commission Districts)”**

Al Rogers, Management Services Director, stated this item was a follow up to a discussion that was held during the April 14th meeting in regards to constituent service programs, specifically Citizen Advisory Boards (CABs). He said he brought some proposals to the Board for their consideration. He conducted a PowerPoint presentation, which was placed on file with the Clerk. The presentation included the number of active and inactive CABs; the number of members and annual meetings; proposed District/community forums for each District; meeting program structure; goals; proposed modifications regarding meetings and process; and, the next steps.

Commissioner Lucey thanked Mr. Rogers for the presentation. He thought the proposed changes would reestablish communication with constituents.

Chair Berkgigler commented Mr. Rogers and his team did a super job and she appreciated their work.

On the call for public comment, Garth Elliott urged the Board to give Sun Valley back their CAB. He thought the CAB had been proven to be very valuable in the past and thought quarterly meetings would be sufficient. He said it was ludicrous to assess the cost of CAB meetings at \$3,400 per meeting and thought there were ways to mitigate costs. He said no other community in the County deserved a CAB more than Sun Valley.

Rodney Bloom stated he was a resident of Sun Valley and he agreed with Mr. Elliott's comments. He said he wanted to be involved in his community and if money was an issue perhaps the Board would consider removing one meeting a year from each of the other CABs so Sun Valley could have six meetings per year.

Commissioner Jung stated the two people who spoke were not residents of her area of Sun Valley and she was the majority Commissioner for the Sun Valley area. She said when she solicited for members for a Sun Valley CAB she did not receive any applications. She said she also tried to create a Neighborhood Watch in Sun Valley and every person that showed up was from Commissioner Herman's District. She said she wanted to reassure her constituents she would be conducting eight forums per year so she could find out what the neighborhoods in her District were facing.

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

**15-0386      AGENDA ITEM 16 – HUMAN RESOURCES**

**Agenda Subject: "Recommendation to review recommendation of Insurance Negotiating Committee (INC) to approve FY 2015/16 Health Benefits Program for employees, dependents and retirees at an approximate annual cost of \$52.9 million with direction in which to fund the \$3.6 million additional cost to the County; change the Program from a fiscal to a calendar year basis effective January 1, 2016; authorize the Director of Human Resources/Labor Relations to execute all insurance contracts and service agreements pertinent to the Health Benefits Program; and direct staff to return to the Board of County Commission at a future date in calendar year 2015 with long-term sustainable options for health care benefits. (All Commission Districts)"**

Commissioner Lucey said he would like to revisit the Insurance Negotiating Committee (INC) bylaws because they were established by the Board's predecessors. He knew the issue would have to be addressed because there was a need to reallocate money to the annual cost for sustainability.

Commissioner Hartung stated he also wanted to ensure sustainability. He said times were tough with respect to health benefits and everyone was in the same boat. He appreciated staff's hard work.

Chair Berkbigler stated for the record that County employees were extremely valuable; however, the reality was the County had not yet fully recovered from the economic downturn. She understood staff was asking the Board to agree to the proposal for the current fiscal year and to provide guidance for future needs. She said the five options listed on pages 5 and 6 of the staff report identified the issues the Board could direct staff to research to determine how sustainability could be established. She asked the John Slaughter, County Manager, if the Board also needed to approve the move

to change the Health Benefits Program from a fiscal year to a calendar year. Mr. Slaughter confirmed that it did.

There was no public comment on this item.

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

**15-0387      AGENDA ITEM 17 – COMMUNITY SERVICES**

**Agenda Subject: “Recommendation to allow public comment related to and consider any objections to the proposed intent to sublease a portion of the Sierra View Library space, located at 4001 South Virginia Street, to amend the monthly rent to zero dollars per square foot as authorized within NRS 244.2835; and if supported, approve the First Amendment to Sublease Agreement between Washoe County, Roter Investments L.P., and The Friends of Sierra View Library through June 30, 2016. (Commission District 2)”**

Chair Berkbigler noted the agenda item referred to the Friends of the Sierra View Library, but stated the correct name of the organization was the Friends of the Washoe County Library (Friends).

Dave Solaro, Community Services Director, stated the Board discussed the sublease with the Friends during a concurrent meeting with the Library Board of Trustees. He explained the sublease would call for payments from the Friends to Washoe County starting in July and a letter was received from the President of the Friends requesting zero rent for the space.

Chair Berkbigler said it was silly to charge the Friends rent because they raised money for the County. She thought it was an excellent idea to reduce the rent to zero.

Commissioner Hartung asked how much money the Friends contributed to the Library system. Jennifer Oliver, Library Development Officer, said she did not have an exact figure, but it was more than \$2.5 million.

There was no public comment on this item.

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

**15-0388      AGENDA ITEM 18 – ANIMAL SERVICES**

**Agenda Subject: “Introduction and first reading of an Ordinance amending Washoe County Code Chapter 55 by clarifying the meaning of a dangerous dog; by**

**specifying that an administrative hearing officer may determine whether a dog was dangerous; by forbidding a finding that a dog was dangerous based solely on its breed; by prohibiting the introduction, relocation or removal of a dog declared to be dangerous without notification to regional animal services; by clarifying that an appeal from a dangerous dog determination was made via petition for judicial review; by providing that the owner of a dangerous dog must maintain an increased surety bond or liability insurance; by providing for mandatory microchipping and spay or neuter of a dangerous dog; by making changes to the dangerous dog registration requirements; by clarifying provisions related to the impoundment of a dangerous dog, and all other matters properly relating thereto; and, if supported, set the public hearing for second reading and possible adoption of the ordinance on June 9, 2015 at 6:00 p.m. (All Commission Districts)”**

Nancy Parent, County Clerk, read the title for Bill No. 1739.

There was no public comment on this item.

Bill No. 1739, entitled, "AN ORDINANCE AN ORDINANCE AMENDING THE WASHOE COUNTY CODE BY CLARIFYING THE MEANING OF A DANGEROUS DOG; BY SPECIFYING THAT AN ADMINISTRATIVE HEARING OFFICER MAY DETERMINE WHETHER A DOG IS DANGEROUS; BY FORBIDDING A FINDING THAT A DOG IS DANGEROUS BASED SOLELY ON ITS BREED; BY PROHIBITING THE INTRODUCTION, RELOCATION OR REMOVAL OF A DOG DECLARED TO BE DANGEROUS WITHOUT NOTIFICATION TO REGIONAL ANIMAL SERVICES; BY CLARIFYING THAT AN APPEAL FROM A DANGEROUS DOG DETERMINATION IS MADE VIA PETITION FOR JUDICIAL REVIEW; BY PROVIDING THAT THE OWNER OF A DANGEROUS DOG MUST MAINTAIN AN INCREASED SURETY BOND OR LIABILITY INSURANCE; BY PROVIDING FOR MANDATORY MICROCHIPPING AND SPAY OR NEUTER OF A DANGEROUS DOG; BY MAKING CHANGES TO DANGEROUS DOG REGISTRATION REQUIREMENTS; AND BY CLARIFYING PROVISIONS RELATED TO THE IMPOUNDMENT OF A DANGEROUS DOG." was introduced by Commissioner Jung, and legal notice for final action of adoption was directed.

**15-0389      AGENDA ITEM 19 – COMMUNITY SERVICES**

**Agenda Subject: “Discussion and possible direction to staff to implement with or without modifications one of the following options related to requests for refunds of infrastructure fees held by Washoe County for the Warm Springs Specific Plan Area: 1) Continue implementation of the Financing Plan as approved as a component of the Specific Plan in 1995; 2) Initiate an amendment to the Warm Springs Specific Plan Area by removing the Financing Plan and/or amend the existing development agreements to include the refund of collected development fees; 3) Notice and set a public hearing to receive evidence and stakeholder input concerning the refund requests; or 4) Create a process that combines aspects of 1**

**and 2 above that amends the Warm Springs Specific Plan Area by removing the financing plan except for its provisions dealing with roadway and storm water management, amends the existing development agreements, and grants partial refunds. (Commission District 5)”**

Dave Solaro, Community Services Director, provided a handout, which was placed on file with the Clerk. He said he had been working to bring forward a possible resolution to the grievance by the developer community in regards to the fees collected for the Warm Springs Specific Plan Area (SPA). He said staff had been doing a lot of work to get to the bottom of the issue, but every time they looked at another document, more questions arose. One of the biggest challenges was finding out who the money really belonged to. He said he provided four options for the Board's consideration, which were displayed and identified in the handout.

Mr. Solaro stated option one was to continue the implementation of the Financing Plan as approved. He said option two reflected the wishes of the Developers; however, the process would take time because the County would have to first amend the SPA by removing the Financing Plan. He said that would have to be done first because development was starting to pick up and as it stood now, the County had to collect the fees and execute a Development Agreement.

Mr. Solaro stated the first opportunity to go to the Planning Commission with a Master Plan Amendment would be in September. He said once that was done the rest of the events would follow towards amending the Master Plan with Regional Planning. He said the second part of the process would involve amending the Development Agreements which were between the land Developers, the County, and the Palomino Valley General Improvement District. He said the Board would need consensus from all three entities to amend the agreements. Finally, he said there would be a need to determine a fair way to distribute the money because there was still a question as to whether the money would go back to the Developers or to the current property owner.

Mr. Solaro explained option three would involve noticing and setting a public hearing to receive evidence and stakeholder input regarding the refund requests. He said the fourth option would combine aspects of options one and two to maintain the Financing Plan as it pertained to roadways and storm drainage; and would grant partial refunds.

Mr. Solaro stated staff's recommendation was for option three to get input from all interested parties in the SPA.

Commissioner Hartung asked if the SPA was within the Truckee Meadows Service Area (TMSA). Mr. Solaro confirmed it was. Commissioner Hartung asked if it would be removed from the TMSA because he thought it should be. Mr. Solaro said he had a conversation with Regional Planning about it.

Chair Berkbigler asked what the outcome would be if they removed it from the TMSA. Bill Whitney, Planning and Development, replied the SPA was grandfathered into the TMSA because it was there before the TMSA was created. He said if it was removed from the TMSA it would go back in to the realm of the rest of the unincorporated County and the development potential would be restricted. He explained the TMSA was the boundary around the denser part of Reno, Sparks and the unincorporated County where infrastructure and higher density should be focused according to the Regional Plan. Chair Berkbigler asked if that meant the SPA would be removed from the purview of the Regional Governing Board. Mr. Whitney replied that would not be the case.

Chair Berkbigler asked what would happen if the County chose to refund the money and then someone came forward to develop the community. Mr. Solaro said that would mean the Developer would have to pay for everything including all of the infrastructure and the roadway network. He said a developer would have to meet certain conditions of approval by the County and the Palomino Valley General Improvement District (PVGID). Chair Berkbigler said she heard there was doubt that anyone would want to develop the area, but she thought there would be significant growth within the next five years and she wondered how the community would be affected by that. Mr. Solaro said there were already development agreements for some larger lots, but any requests for high-density lots would require more infrastructure like a community water system. He said there was always a chance that someone would want to go in and develop the area. Chair Berkbigler asked how far north the property was. Mr. Solaro said it was near the Bureau of Land Management (BLM) wild horse arena. Chair Berkbigler asked Mr. Solaro to explain the process to make a change to the Financing Plan by amending the Master Plan. Mr. Solaro said the amendment would have to go to the Planning Commission first, then to the Board of Commissioners, and finally to Regional Planning.

Commissioner Lucey noted the fiscal impact of option three would include 10 hours of staff time to notice and set the public hearings and to receive concerns from constituents in regards to the issue. He asked if that meant once that was done, they would have to expend an additional 1,040 hours to pursue one of the other options. Mr. Solaro said the short answer was yes and that the 1,040 hours, as listed in the staff report, was an estimate. Commissioner Lucey said his point was that no matter the option it would take the County a good amount of time to figure out a solution.

On the call for public comment Stephen Moss, Law Offices of Michael Springer, stated he was appearing on behalf of George Newell. He provided some handouts, which were placed on file with the Clerk. He talked about page 23, paragraph 9, of the about the Warm Springs Specific Plan Area Financing Concept Plan and Development Standards Handbook which referred to a five and ten-year payout for fees that were deposited. He noted the reference stated that any fees that were collected and which had not been used within ten years had to be returned to the Developers. He said it was his understanding that this language was incorporated in the development agreements, but upon review of Mr. Newell's agreement it was found that it was not

there. He talked about Nevada Revised Statute (NRS) 278.260 regarding the refunding of impact fees; however, he said Paul Lipparelli, Legal Counsel, indicated he had an issue with using that Statute as a mechanism for refunding developer fees. His recommendation was to amend the existing agreements to incorporate the intended language and to choose option two to refund the fees.

Randy Walter, Places Consulting, said Mr. Newell asked him to come forward to give the Board some historical perspective on the SPA, the Financing Plan and the development agreements. He said he was one of the principal authors of all three of the documents. He thought part of the problem was the Board needed a better concept of what the original plan was and how it was set up. He said the SPA was created for the major property owners and to give other property owners the benefit of the infrastructure. He said after some time it became obvious to some of the smaller property owners that the only way they would be able to develop would be with a different type of plan, which was the reason for the creation of the Financing Plan. He stated one of the goals of the SPA was to ensure that everyone paid their pro-rata share of the costs for the backbone infrastructure, including sewer, community water, storm drains, parks, community facilities, and fire protection. He explained the Financing Plan was meant to provide the smaller property owners the opportunity to either provide for some of the infrastructure or to pay fees towards it. He said the current situation was that the major developer disappeared because the residential construction debacle killed the project. He wanted the Board to understand that the entire Financing Plan was based on and modeled after Nevada Revised Statute (NRS) 278B.260, which was the impact fee law. He said he felt option two would be the preferred choice and suggested amendments could be made to the Financing Plan to keep portions of it in place and bring it up to date. He said changes would also have to be made to portions of the SPA, but he thought the changes could be beneficial in the long run and would give Mr. Newell and the other members the opportunity to get some or all of their fees back.

George Newell stated it had been 10 months since he first met with Mr. Whitney with a request to have the money refunded. He said he was told he would eventually get his money, but then he found out the fees were not put into interest bearing bank accounts as was contractually required. He said staff intentionally withheld that information, which was a violation of the Freedom of Information Act (FOIA) and the NRS; and the County should be held accountable for the lack of cooperation. He did not think the County was living up to the statement on its letterhead, which read "Dedicated to Excellence in Public Service". He claimed the SPA had been a valuable asset for the County because it had realized an additional \$1 million per year in additional income in the past and would generate even more money due to future building in the area. He urged the Board to give him back his money.

Larry Johnson, President Palomino Valley General Improvement District (PVGID), stated the Financing Plan required the PVGID to maintain a particular roadway that would cost an estimated \$500,000 to pave. He stated deposits were made to the County and then the County, the Developer, and the PVGID each had certain responsibilities. He explained the PVGID was charged with updating construction costs

and informing the County if the deposits were adequate for the proposed improvements; the County was supposed to inform the PVGID as to whether drainage and roadway improvements were designed and constructed according to Codes; and the Developer was responsible to either construct the improvements or to give the money to the PVGID so they could contract for them. He did not think any of the three entities followed through with their obligations. He said most of the development had not occurred and he felt a refund to the Developers was in order. He stated the bottom line was that homes had been constructed and sold, but the roadway in front of their houses had not been improved to the standards required in the SPA. He said the PVGID would recommend that the requirements in the SPA be adjusted to reflect a more cost effective approach and favored option four.

Larry Robbins provided a handout, which was shown on the overhead projector and placed on file with the Clerk. He stated he lived in Palomino Valley and he was a stake holder in the SPA. He said his contract stated the roadway fees were separate and apart from the regional road impact fee, which was collected through the issuance of building permits. He said the roadway fees were also separate and apart from the property owner fees that were collected by the PVGID for the maintenance of public roadways and easements. He was not in favor of any of the options and would not agree to give any of his money to the PVGID. He stated he was not asking for any money from the County, just the return of his own money.

Commissioner Herman said Mr. Robbins was correct that the money was his and did not belong to the County or to the PVGID. She did not think the County should spend taxpayer money in an effort to try to prove that the money did not belong to the Developers.

Chair Berkbigler stated it had been intimated that the County did not properly account for the funds and she asked Mr. Solaro if there was any truth to it. Mr. Solaro said the Comptroller's Office had a full accounting of the funds and a copy of that information was provided to Mr. Newell's legal counsel. Chair Berkbigler asked if the County was capable of refunding all of the money and Mr. Solaro replied in the affirmative.

Commissioner Hartung moved to initiate option two, which would require an amendment to the Master Plan and to remove the Warm Springs Specific Plan Area (SPA) from the Truckee Meadows Service Area (TMSA); with a request for Mr. Lipparelli to work with Mr. Moss and the affected parties to come up with an amenable plan. Commissioner Lucey seconded the motion.

Mr. Lipparelli explained when the SPA was approved and amended to add the Financing Plan it was accomplished through an amendment of the County's Master Plan, which went to Regional Planning for conformance review. He said any changes to the Master Plan would similarly have to go through the conformance review process as Commissioner Hartung's motion suggested. He said he wanted to be sure the Board understood Regional Planning could have some concerns related to the density in the

SPA if the Financing Plan was removed because the resources for that development would no longer be there for infrastructure improvements. He stated Regional Planning approval was not a certainty. Commissioner Hartung asked if he should modify his motion. Mr. Lipparelli stated he was not suggesting the motion be modified and his intent was to make sure the Board and everyone participating in the discussion understood that the process of conformance review was out of the County's control.

Commissioner Herman asked how much it would cost the taxpayers to go through the process. Mr. Solaro said the cost to unwind what was put in place in 1995, in terms of staff time, was estimated at \$62,000. He said, according to the motion, the process would involve the initiation of an amendment to the SPA by removing the Financing Plan and amendments to the existing Development Agreements to include refunding collected development fees. He explained the staff time was estimated at 1,040 hours based on the process identified in the staff report, but could involve more depending on any unforeseen circumstances. He stated they could not determine a quicker or easier way to do it.

Chair Berkbigler stated the problem was the Regional Governing Board was set in Statute, so the Board had to comply and go through that process. She asked Mr. Solaro if the Financing Plan would continue to be in place while they worked through the process. Mr. Solaro said that it would. Commissioner Hartung asked if any additional homeowners would be charged the fees during the process or if there was a way to put a moratorium on the Financing Plan fees while the County was working through the process. Mr. Solaro stated the fees would remain in place.

Mr. Lipparelli stated that was precisely the problem and the source of frustration for the Developers who were seeking the refunds. He said if the money was refunded to those who already paid; it would not be fair to the new people who would continue to be charged the fees. In order to remove the obligation to have the Development Agreement, which included paying the fees, the SPA had to be amended. He said presumably at the end of the process the new people would also get their money back.

Commissioner Herman asked if there would be a change to the acreage in the SPA. Mr. Lipparelli replied there was no direction from the Board to change any of the underlying designations or densities in the Master Plan unless removing it from the TMSA had some sort of effect. Commissioner Hartung asked if the Board was agendized to take such action. Mr. Lipparelli stated they were not and that the agenda item was aimed at the problems with the Financing Plan.

Chair Berkbigler asked Nancy Parent, Clerk, if the motion was clear. Ms. Parent stated she understood the motion was to follow option number two and also that the SPA be removed from the TMSA.

Mr. Whitney stated that because they did not know what would happen when the amendments were taken to Regional Planning for conformance review, he

suggested adding direction to staff to conduct an analysis on the effects of removing the SPA from the TMSA and how that might be regarded by Regional Planning. He stated there were a lot of moving parts that needed to be considered. Chair Berkbigler asked if he wanted a separate agenda item for that or if he was asking for it to be a part of the motion. Mr. Lipparelli thought Mr. Whitney's point was compelling and stated it probably should be made part of the motion because the agenda item was limited to the Financing Plan. He said requiring the removal from the TMSA would require an agenda item on a future agenda, but Mr. Whitney could get started on the analytical process.

Commissioner Hartung amended his motion to add staff's recommendations regarding the analysis. The seconder agreed. On call for the question, the motion passed on a 5-0 vote.

## **PUBLIC HEARINGS**

### **15-0390      AGENDA ITEM 24 – COMMUNITY SERVICES**

**Agenda Subject: "Public hearing to consider all comments concerning a proposed amendment to the boundaries of the Groundwater Remediation District (Central Truckee Meadows Remediation District).**

**AND**

**Introduction and first reading of an Ordinance amending Ordinance No. 1000 in order to change the boundaries of District No. 24 (Groundwater Remediation); and providing other matters relating thereto. (Public Hearing for the second reading and adoption to be set for 6:00 p.m. on June 9, 2015.).**

**AND**

**Introduction and first reading of an Ordinance imposing a fee on the parcels of land in Washoe County, Nevada District No. 24 (Groundwater Remediation) to pay the costs of developing and carrying out a plan for remediation; and prescribing other matters relating thereto. (Public Hearing for the second reading and adoption to be set for 6:00 p.m. on June 9, 2015.) (All Commission Districts)"**

Nancy Parent, County Clerk, read the title for Bill No. 1740.

There was no public comment on this item.

Bill No.1740, entitled, "**AN ORDINANCE AMENDING ORDINANCE NO. 1000 IN ORDER TO CHANGE THE BOUNDARIES OF DISTRICT NO. 24 (GROUNDWATER REMEDIATION); AND PROVIDING OTHER MATTERS RELATING THERETO,**" was introduced by Commissioner Hartung, and legal notice for final action of adoption was directed.

**AND**

Nancy Parent, County Clerk, read the title for Bill No. 1741.

There was no public comment on this item.

Bill No. 1741, entitled, "**AN ORDINANCE IMPOSING A FEE ON THE PARCELS OF LAND IN WASHOE COUNTY, NEVADA DISTRICT NO. 24 (GROUNDWATER REMEDIATION) TO PAY THE COSTS OF DEVELOPING AND CARRYING OUT A PLAN FOR REMEDIATION; AND PRESCRIBING OTHER MATTERS RELATING THERETO,**" was introduced by Commissioner Jung, and legal notice for final action of adoption was directed.

**15-0391      AGENDA ITEM 25 – ANIMAL SERVICES**

**Agenda Subject: “Second reading and adoption of an Ordinance amending Washoe County Code Chapter 55 by adding provisions creating the Department of Regional Animal Services, creating the position of Director of Regional Animal Services, and specifying the powers and duties of the Director of Regional Animal Services; by revising provisions relating to the animal services center; by making changes to the definition of “animal control officer”; and by clarifying the powers and duties of an animal control officer. (Bill No. 1738) (All Commission Districts)”**

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

Nancy Parent, County Clerk, read the title for Ordinance No. 1557, Bill No. 1738.

On motion by Commissioner Lucey, seconded by Commissioner Jung, which motion duly carried, Chair Berkbigler ordered that Ordinance No.1557 , Bill No. 1738, entitled, "**AN ORDINANCE AMENDING THE WASHOE COUNTY CODE BY ADDING PROVISIONS CREATING THE DEPARTMENT OF REGIONAL ANIMAL SERVICES, CREATING THE POSITION OF DIRECTOR OF REGIONAL ANIMAL SERVICES, AND SPECIFYING THE POWERS AND DUTIES OF THE DIRECTOR OF REGIONAL ANIMAL SERVICES; BY REVISING PROVISIONS RELATING TO THE ANIMAL SERVICES CENTER; BY MAKING CHANGES TO THE DEFINITION OF “ANIMAL CONTROL OFFICER”; AND BY CLARIFYING THE POWERS AND DUTIES OF AN ANIMAL CONTROL OFFICER. (BILL NO. 1738)**” be adopted, approved and published in accordance with NRS 244.100.

**15-0392      AGENDA ITEM 23 - MANAGER**

**Agenda Subject: “Discussion and direction to staff regarding legislation or legislative issues proposed by legislators, by Washoe County or by other entities permitted by the Nevada State Legislature to submit bill draft requests, or such legislative issues as may be deemed by the Chair or the Board to be of critical significance to Washoe County. Manager (All Commission Districts)”**

John Slaughter, County Manager, asked if the Board had any specific questions about the bills of interest.

Commissioner Hartung asked for an update on Assembly Bill 94 (AB94). Mr. Slaughter stated AB94 received a “Do Pass” from the Senate Committee and would next be up for a Floor vote. After the vote it would be off to the Governor in the next week or so.

Mr. Slaughter added Assembly Bill 333 (AB333) regarding the consolidation of the Truckee Meadows Fire Protection District and the Sierra Fire Protection District was signed by the Governor. He said several people attended the signing ceremony, including Commissioner Berkgigler, Commissioner Lucey, and Fire Chief Charles Moore. He noted the signing of the bill did not effectively merge the two Districts, but would allow it to happen. He said the process for the merge would come before the Board to be finalized in the near future.

Chair Berkgigler asked if Senate Bill 276 (SB276) was scheduled for a hearing. Mr. Slaughter replied SB276 was up for a hearing in the Senate Finance Committee and he knew the sponsor had submitted an amendment to address an issue related to the five-mile restriction on moving a medical marijuana dispensary. He said the sponsor of the bill was also seeking some additional dispensaries for both Clark County and Washoe County. Chair Berkgigler stated she understood the amendment would allow dispensary movement anywhere within the jurisdiction. She said there was also a clause to revert dispensaries in city locations to the county if ongoing work was not being done on them. Additionally, the language was altered to place two locations in Reno and one in the County; however, she thought there would be an argument about that because Sparks decided they wanted a dispensary as well. She said there would also be an argument made to give all three of the locations to the County.

Chair Berkgigler spoke about Senate Bill 29 (SB29) regarding Home Rule and said she heard Assemblyman Wheeler would support it. She said there was one other Assemblywoman who was opposed and work was being done to convince her to support it as well.

Mr. Slaughter reported Senate Bill 480 (SB480) regarding the revision of the Reno-Sparks Convention and Visitors Authority (RSCVA) membership was approved on the Assembly Floor and would be moving on to the Governor very soon.

There was no action or public comment on this item.

\* \* \* \* \*

Due to a request from Commissioner Lucey, Chair Berkgigler reopened Agenda Item 4. Please see discussion under Agenda Item 4.

**15-0393      AGENDA ITEM 28 – PUBLIC COMMENT**

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

There was no public comment on this item.

\* \* \* \* \*

**4:04 p.m.**      There being no further business to discuss, on motion by Commissioner Lucey, seconded by Commissioner Jung, which motion duly carried, the meeting was adjourned.

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**MARSHA BERKBIGLER**, Chair  
Washoe County Commission

**ATTEST:**

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

*Minutes Prepared by:  
Cathy Smith, Deputy County Clerk*

**RESOLUTION ON SUBGRANTS OF  
STATE EMERGENCY RESPONSE COMMISSION GRANT**

\*\*\*\*\*

WHEREAS, Washoe County is a member of the Local Emergency Planning Committee (LEPC) and has been awarded a grant from the State Emergency Response Commission (SERC) in the amount of \$2,966.00 in support of local hazardous materials emergency response plans; and

WHEREAS, under this grant Washoe County is both a recipient and a fiscal agent for other local government entities and nonprofit organizations, which are subgrantees as members of LEPC; and

WHEREAS, NRS 244.1505 allows the Board of County Commissioners of Washoe County to make a grant of public money for any purpose which will provide a substantial benefit to the inhabitants of Washoe County; and

WHEREAS, Washoe County as fiscal agent for the other government entities or nonprofit organizations that are members of LEPC, desires to pass through some of these grant funds and grant assurances as listed below for the amounts and uses stated below.

THEREFORE, BE IT RESOLVED, that the Washoe County Board of Commissioners hereby grants to the government entities (other than Washoe County departments for which the Board has accepted funds from the award) and nonprofit organizations listed below, as a pass through of the amounts and for the uses shown below, finding that said amounts and uses will provide a substantial benefit to the inhabitants of Washoe County, and the Board authorizes the County Manager, or designee, to sign subgrants with the entities listed below, which subgrants, herein incorporated by reference, will set forth the maximum amount as listed below to be expended under the subgrants, the use and purposes of the subgrants as described below, and the conditions, limitations and the grant assurances of the subgrants.

15-0367

The Reno-Tahoe Airport Authority	\$2,966.00	Attendance Continuing Challenge Hazmat Conference
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ADOPTED this 12th day of May, 2015.

  
\_\_\_\_\_  
Marsha Berkbigler, Chairman  
Washoe County Commission

ATTEST

  
\_\_\_\_\_  
Washoe County Clerk



**RESOLUTION** – Authorizing the Grant of Public Money to a Nonprofit 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

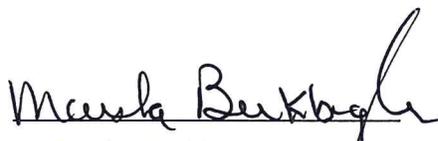
WHEREAS, the Board of County Commissioners of Washoe County upon the recommendation of Commissioner Marsha Berkbigler for District 1, has determined that \$6,561 is needed to provide support for the Tahoe Prosperity Center; and,

WHEREAS, the Tahoe Prosperity Center, purpose is to uniting Tahoe’s communities to strengthen regional prosperity; and, now, therefore, be it

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

1. The Board hereby grants to Tahoe Prosperity Center, a nonprofit organization created for religious, charitable or education purposes, a grant for fiscal year 2014-2015 in the amount of \$6,561.
2. The Board finds that in making this grant a substantial benefit will be provided to the inhabitants for the County by providing programs to support regional economic development in the areas of community revitalization, monitoring of key social economic indicators and connecting residents through broadband and mobile connectivity programs.
3. The maximum allowable expended for this effort within Commission District Special Funding Accounts is \$6,561 and funds shall not be used to purchase of tickets to special events.

ADOPTED this 12<sup>th</sup> day of May, 2015

  
Marsha Berkbigler, Chair

Washoe County Commission

ATTEST:

  
County Clerk

15-0371

**RESOLUTION** – Authorizing the Grant of Public Money to a Nonprofit 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

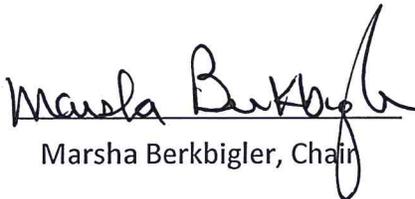
WHEREAS, the Board of County Commissioners of Washoe County upon the recommendation of Commissioner Marsha Berkgigler for District 1, has determined that \$6,561 is needed to provide support for the Tahoe Transportation District; and,

WHEREAS, the Tahoe Transportation District, agency is responsible for facilitating and implementing safe, environmentally positive, multi-modal transportation plans, programs and projects for the Lake Tahoe Basin, including transit operations; and, now, therefore, be it

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

1. The Board hereby grants to Tahoe Transportation District, a nonprofit organization created for religious, charitable or education purposes, a grant for fiscal year 2014-2015 in the amount of \$6,561.
2. The Board finds that in making this grant a substantial benefit will be provided to the inhabitants for the County by supporting the development of the Crystal Bay, Nevada portion of the Tahoe Stateline to Stateline Bikeway.
3. The maximum allowable expended for this effort within Commission District Special Funding Accounts is \$6,561 and funds shall not be used to purchase of tickets to special events.

ADOPTED this 12<sup>th</sup> day of May, 2015

  
Marsha Berkgigler, Chair  
Washoe County Commission

ATTEST:  
  
County Clerk



**RESOLUTION** – Authorizing the Grant of Public Money to a Nonprofit 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, the Board of County Commissioners of Washoe County upon the recommendation of Commissioner Bob Lucey for District 2, has determined that \$13,122 is needed to provide support for the Truckee Meadows Healthy Communities 89502 Project; and,

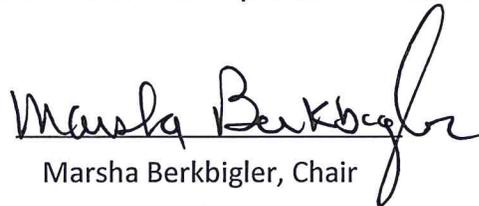
WHEREAS, Truckee Meadows Health Communities Initiative (TMHC) provides resources to the entire community by connecting residents to services; and, seeks to build a model where all community members strive toward a culture of health in the Truckee Meadows; and,

WHEREAS, the 89502 project of TMHC will include community hubs in neighborhoods within the 89502 zip code that connect residents to needs identified in the “89502 Community Profile” to include access to medical care, social services, food insecurity, housing, employment and poverty; and, now, therefore, be it

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

1. The Board hereby grants to Renown Foundation on behalf of Truckee Meadows Healthy Communities, a nonprofit organization created for religious, charitable or education purposes, a grant for fiscal year 2014-2015 in the amount of \$13,122.
2. The Board finds that in making this grant a substantial benefit will be provided to the inhabitants for the County by providing access for residents to services through community hubs in the 89502 zip code.
3. The maximum allowable expended for this effort within Commission District Special Funding Accounts is \$13,122 and funds shall not be used to purchase of tickets to special events.

ADOPTED this 12<sup>th</sup> day of May, 2015

  
Marsha Berkbigler, Chair

Washoe County Commission

ATTEST:

  
  
County Clerk

**RESOLUTION** – Authorizing the Grant of Public Money to a Nonprofit 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

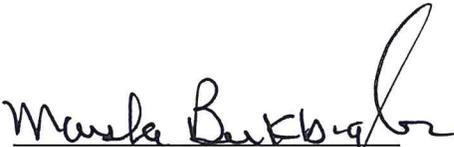
WHEREAS, the Board of County Commissioners of Washoe County upon the recommendation of Commissioner Kitty Jung for District 3, has determined that \$6,561 is needed to provide support for the Friends of the Library; and,

WHEREAS, the Friends of the Library, a non-profit organization dedicated to advocating, fundraising and providing support to the Washoe County Library System, offers the community a chance to invest in the success in the Library by donation or volunteering; and, now, therefore, be it

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

1. The Board hereby grants to Friends of the Library, a nonprofit organization created for religious, charitable or education purposes, a grant for fiscal year 2014-2015 in the amount of \$6,561.
2. The Board finds that in making this grant a substantial benefit will be provided to the inhabitants for the County by providing bilingual information, resources and materials to residents through libraries in District 3.
3. The maximum allowable expended for this effort within Commission District Special Funding Accounts is \$6,561 and funds shall not be used to purchase of tickets to special events.

ADOPTED this 12<sup>th</sup> day of May, 2015

  
Marsha Berkbigler, Chair

Washoe County Commission

  
ATTEST  
  
County Clerk

**RESOLUTION** – Authorizing the Grant of Public Money to a Nonprofit 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, the Board of County Commissioners of Washoe County upon the recommendation of Commissioner Kitty Jung for District 3, has determined that \$6,561 is needed to provide support for the Truckee Meadows Parks Foundation; and,

WHEREAS, the Truckee Meadows Parks Foundation strives to enhance the quality of life for all citizens of the Truckee Meadows by ensuring the long-term sustainability and improvement of our parks; and, now, therefore, be it

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

1. The Board hereby grants to Truckee Meadows Parks Foundation, a nonprofit organization created for religious, charitable or education purposes, a grant for fiscal year 2014-2015 in the amount of \$6,561.
2. The Board finds that in making this grant a substantial benefit will be provided to the inhabitants for the County by supporting 200 Washoe County employees to participate in the Truckee Meadows Trails Challenge and support community wide summer parks programs in 2015.
3. The maximum allowable expended for this effort within Commission District Special Funding Accounts is \$6,561 and funds shall not be used to purchase of tickets to special events.

ADOPTED this 12<sup>th</sup> day of May, 2015



ATTEST:

Dancy L. Parent  
County Clerk

Marsha Berkbigler  
Marsha Berkbigler, Chair  
Washoe County Commission

**INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES**  
A Contract Between the State of Nevada  
Acting By and Through Its

**Department of Public Safety, Office of the Director**  
**555 Wright Way**  
**Carson City, NV 89711**  
**775-684-4698**

And

**Washoe County Sheriff's Office – Forensic Science Division**  
**911 Parr Blvd.**  
**Reno, NV 89512**  
**775-328-2810**

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

WHEREAS, it is deemed that the services of the **WASHOE COUNTY SHERIFF'S OFFICE – FORENSIC SCIENCE DIVISION** hereinafter set forth are both necessary to the **DEPARTMENT OF PUBLIC SAFETY – OFFICE OF THE DIRECTOR** and in the best interests of the State of Nevada;

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

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. CONTRACT TERM. This Contract shall be effective **July 1, 2015** to **June 30, 2017**, unless sooner terminated by either party as set forth in this Contract.
4. TERMINATION. This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until **thirty (30)** days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. NOTICE. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.

15-0377

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

ATTACHMENT A: SCOPE OF WORK

7. CONSIDERATION. WASHOE COUNTY SHERIFF'S OFFICE – FORENSIC SCIENCE DIVISION agrees to provide the services set forth in paragraph (6) at a cost not to exceed three hundred twenty-two thousand four hundred thirty-six dollars and no cents (\$322,436.00) for state fiscal year 2016; and three hundred thirty-eight thousand five hundred fifty-eight dollars and no cents (\$338,558.00) for state fiscal year 2017 for a total maximum amount of six hundred sixty-thousand nine hundred ninety- four dollars and no cents (\$660,994.00) with the total Contract or installments payable: upon receipt of monthly invoice. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

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

9. INSPECTION & AUDIT.

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

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

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

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

11. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

12. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority,

act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

13. INDEMNIFICATION. Neither party waives any right or defense to indemnification that may exist in law or equity.

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

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

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

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

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

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

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

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

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

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

*This Space Intentionally Left Blank*

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

**Washoe County Sheriff's Office**

Chuck Allen  
Washoe County Sheriff's Office

4-29-15  
Date

**Washoe County**

By Marilyn Berkholder  
Chairman, Washoe County Board of County Commissioners

May 12, 2015  
Date

ATTEST:

Nancy L. Parot  
Washoe County Clerk

**Nevada Department of Public Safety**

\_\_\_\_\_  
James M. Wright, Director, Department of Public Safety

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sheri Brueggemann, Administrative Services Officer, DPS Director's Office

\_\_\_\_\_  
Date

\_\_\_\_\_  
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: SCOPE OF WORK

The parties agree that the services to be performed are as follows: The Washoe County Sheriff's Office Forensic Science Division will provide the services set forth herein to implement the breath alcohol testing regulations prescribed by the Committee on Testing for Intoxication in the Counties of Washoe, Humboldt, Elko, Pershing, Lander, Eureka, Churchill, White Pine, Storey, Lyon, Carson City, Douglas, and Mineral. Services are to be provided within full compliance of the provisions set forth in NRS 484C 600-640 and NAC 484.590-715.

- a. Provide qualified Forensic Analysts of Alcohol personnel who are certified by the Nevada Department of Public Safety to administer the breath alcohol testing regulations prescribed by the Committee on Testing for Intoxication.
- b. Provide cross-training to qualified individuals to become certified as Forensic Analysts of Alcohol as needed to maintain required availability.
- c. Provide approved training courses to all law enforcement personnel seeking to become certified as preliminary breath test instructors and certified and recertified as evidential breath test operators as required throughout the law enforcement community to meet ongoing need.
- d. Certified Forensic Analysts of Alcohol will maintain required calibration of evidential breath testing devices used by law enforcement personnel according to the regulations prescribed by the Committee on Testing for Intoxication. Calibrations will be performed at least once every 90 days as prescribed by law.
- e. Provide certified aqueous alcohol solution standards\* or gas standards\* as required to ensure the evidential testing devices and the preliminary breath testing devices are operating within specified requirements to produce valid, accurate, and acceptable results. \*Note – for the purposes of this Contract, "standard" is defined as the material used (liquid or gas) with a known value of alcohol to ensure the instrument is operating within acceptable specifications.
- f. Provide repair and maintenance services for evidential breath testing devices as necessary to maintain accurate and reliable devices for use by law enforcement agencies.
- g. Maintain ongoing records on the accuracy, reliability, repair, and calibration of each individual evidential breath testing device for which the laboratory is responsible. These records are to be available for inspection by the Department of Public Safety upon request.
- h. Provide expert testimony in judicial and administrative proceedings regarding the operation, calibration, accuracy, and use of evidential breath testing devices.
- i. Upon receipt of a request from the Director of the Department of Public Safety or his designee, provide scientific evaluation regarding the accuracy and reliability of breath testing devices (evidential, preliminary, and interlock) not presently approved for use in the State of Nevada, and issue to the Director, a comprehensive report and evaluation of such instruments.

- j. On or about April 15, July 15, October 15 and January 15 of each year provide the Director of the Department of Public Safety a quarterly statistical report on the number of evidential and preliminary breath testing devices calibrated, maintained and repaired to include: Date of calibration, serial number, the agency services were provided to and location of the device.
- k. On or about April 15, July 15, October 15 and January 15 of each year provide the Director of the Department of Public Safety a quarterly statistical report to include: Number of Officers trained for certification as evidential breath test operators and preliminary breath test instructors and identify from which law enforcement agencies the officers were trained, number of court cases, and miles traveled in the course of duties.
- l. Invoice the Department of Public Safety on a monthly basis for one-twelfth of the agreed upon contract amount.
- m. All reports and communications are to be directed to:

Contracts Manager  
Department of Public Safety  
555 Wright Way  
Carson City, NV 89711  
775-684-4698

## INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

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

And

Washoe County  
P.O Box 11130  
Reno, Nevada 89520-0027  
Phone (775) 326-6000 – Fax (775) 326-6003

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

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

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

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. CONTRACT TERM. This Contract shall be effective July 1, 2015 to June 30, 2017, unless sooner terminated by either party as set forth in this Contract.
4. TERMINATION. This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 60 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. NOTICE. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.
6. INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

15-0360

## ATTACHMENT A: WILDLAND FIRE PROTECTION PROGRAM SCOPE OF WORK

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

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

### 9. INSPECTION & AUDIT.

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

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

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

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

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

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

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

13. INDEMNIFICATION.

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

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

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

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

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

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

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

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

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

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

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

23. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as 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 and approved by the Office of the Attorney General.

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

  
\_\_\_\_\_  
Marsha Berkgigler, Chair, Board of County Commissioner      Date

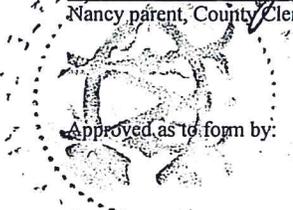
\_\_\_\_\_  
Robert Roper, State Forester/Firewarden      Date

Attest:

\_\_\_\_\_  
Leo Drozdoff, Director, DCNR      Date

  
\_\_\_\_\_  
Nancy Parent, County Clerk      Date

Approved as to form by:

  
\_\_\_\_\_  
Paul Lipparelli, County District Attorney      Date

\_\_\_\_\_  
Bryan Stockton, Deputy Attorney General for  
Attorney General, State of Nevada      Date

Approved by the Board of Examiners:

\_\_\_\_\_  
Signature – Nevada State Board of Examiners      Date

**Attachment A**  
**WILDLAND FIRE PROTECTION PROGRAM**  
**SCOPE of WORK**

**I. IDENTIFICATION OF ENTITIES**

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

**II. RECITALS**

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

Whereas, the COUNTY is the authority having jurisdiction within its boundaries and authorized to serve its community in many different ways, including emergency situation management such as, fire and emergency medical service, hazardous materials, confined space rescue, fire prevention, aircraft fire rescue, and others; and

Whereas, The DIVISION has responsibility to supervise or coordinate all forestry and watershed work on state-owned and privately owned lands, including fire control, in Nevada, working with federal agencies, private associations, counties, towns, cities or private persons; and

Whereas, The DIVISION may maintain or have access to additional specialized wildfire expertise and suppression resources; and

Whereas, is to the mutual advantage of the DIVISION and the COUNTY to work closely together to maintain effective wildfire management without duplication, and to coordinate efforts with federal cooperators; and

Whereas, the DIVISION and the COUNTY desire to define their roles, responsibilities and relationships to achieve the most effective protection of forest, range, and watershed lands; and

Whereas, the DIVISION and the COUNTY recognize that safe, aggressive initial attack is often the best suppression strategy to keep wildland fires small and costs down; and

Whereas, it is understood that the mission and intent of all parties is to quickly suppress wildland fires regardless of jurisdiction and/or ownership. It is considered mutually beneficial to all parties to jointly take action as necessary to safely and effectively contain all wildland fires; and

Whereas, the COUNTY has requested to participate in the DIVISION's Wildland Fire Protection Program (hereinafter WFPP), and the DIVISION is authorized to render wildland fire protection services, including cost reimbursement, to the COUNTY:

NOW THEREFORE, in consideration of the above premises, it is agreed between the parties as follows:

### **III. TERMS**

#### **A. Location**

The COUNTY will provide the DIVISION a map of the jurisdictional boundaries the COUNTY enrolled in the WFPP.

#### **B. Payment**

The DIVISION will pay qualifying wildland fire suppression expenses to (or for) participating COUNTY jurisdiction in the WFPP.

##### **1. Qualifying Expenses**

Reasonable and prudent expenses (actual costs, based on established rates of the jurisdiction or DIVISION, attached) with respect to values at risk for, wildland fire suppression and support resources engaged in wildland fire suppression within the COUNTY's jurisdictions, or through a cost-share agreement with Federal and/or Local Agencies on adjacent or comingled jurisdiction.

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

*Scope of Work for Wildland Fire Protection Program*

- Repair/replacement of uninsured items and small equipment damaged or destroyed during fire suppression (with IC approval and completed OF-289, Property Loss or Damage Report).
- Use of Mobile equipment.
- Use of Aircraft services.
- Personnel costs utilizing established Rates based on actual operating costs.
- Incident Management Team, mobilization and support.
- Cost Share Agreements.
- Dispatch overtime.
- Fire suppression damage repair.

## 2. Excluded Expenses

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

## 3. Negotiable Expenses

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

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

### **C. Annual Planning Meeting**

Annually, representatives of the DIVISION, the COUNTY, and others deemed necessary, shall meet and jointly discuss, review, and update as necessary the WFPP and

set rates for personnel and equipment. The DIVISION will arrange the date and location for the meeting each year.

#### **D. Use of Incident Management Teams**

The COUNTY will notify the DIVISION Duty Officer of any wildland fire in their jurisdiction that may require mobilization of an Incident Management Team. The DIVISION will participate in unified command role and actively participate as an advisor to the Agency Administrator on any Type II or Type I wildland incident in a WFPP jurisdiction.

#### **E. Organizing, Equipment and Training**

The COUNTY will cooperate in the training, equipping and maintaining of wildland firefighting forces in the COUNTY.

The DIVISION will assist the COUNTY, in the organizing and training of COUNTY and cooperator forces to detect contain and extinguish wildland fires at no charge.

#### **F. Wildfire Pre-Suppression**

The DIVISION will provide, at the COUNTY's request, technical assistance with hazardous fuels reduction and/or modification, including developing projects, prescriptions, and plans; State Historic Preservation Office (SHPO) pre project reviews for potential impacts upon historic properties; Threatened and Endangered (T&E) species occurrences; and other technical services as requested and available. The DIVISION will provide, at the COUNTY's request, subject to availability, personnel and apparatus to assist in Public Wildfire Education Programs, and the DIVISION and the COUNTY will collaborate on a wildland fire prevention program that includes a common message.

#### **G. Wildfire Suppression**

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

#### **H. Reporting/Notification**

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

## **I. Prescribed Burning**

The DIVISION and The COUNTY will coordinate technical assistance for prescribed fires and fuels reduction projects. Prescribed burning costs are not eligible for reimbursement under the WFPP. If initiated by the COUNTY, Escaped Prescribed Fires (conversion to wildland fire) are not eligible for reimbursement or direct payment under the WFPP if the prescribed fire was being conducted outside the approved prescription.

## **J. Review Committee**

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

## **K. Reimbursement/Payment**

The DIVISION will provide reimbursement to the COUNTY, or provide for direct payment of approved costs to Federal and/or Local Agencies and other vendors.

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

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

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

against the other party. If the six (6)-month timeframe cannot be met, immediate written notification shall be made to the DIVISION Deputy Administrator.

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

#### **L. Non-Wildland Fire Emergency Assistance**

The DIVISION will provide to the COUNTY, participating in the WFPP, assistance without cost (subject to availability) as requested by the COUNTY for emergencies which threaten human life or property including the use of DIVISION aircraft, Conservation Camp Crews, apparatus and heavy equipment.

#### **M. Cost Share Agreements**

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

#### **N. Fire Investigations**

Parties shall render mutual assistance in investigations and fire related law enforcement activities, and in court prosecutions, to the fullest extent possible. The COUNTY shall be responsible for investigations and fire related law enforcement activities on wildfires that originate on their respective lands. The DIVISION has the ability to seek cost recovery actions on known human caused fires. To the extent permitted by State law, the COUNTY will provide investigation files relative to the fire to the DIVISION.