

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

TUESDAY

10:00 A.M.

April 28, 2015

PRESENT:

**Marsha Berkbigler, 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 10:01 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, which was led by a student of Reno High School, the Clerk called the roll and the Board conducted the following business:

**15-0317      AGENDA ITEM 3 – PUBLIC COMMENT**

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

Eddie Lorton submitted a letter, which was placed on file with the Clerk. He complained the newspaper reported the settlement agreement with the ballpark was a done deal before the public meeting had taken place and he believed the settlement would be a losing proposition for the County. He claimed some of the Commissioners lobbied for the agreement and he felt those Board members should abstain from voting for ethical reasons. He said he had proof that the “begging billionaire” owed the County \$2.7 million in back taxes and the settlement agreement would set a precedence that no one would have to pay their taxes on time or pay penalties if they were late.

Otilia Krapff said most AAA ballparks on the Pacific Coast Baseball League did not pay property taxes because the stadiums were owned by the City, County or State. She stated that was not the case in Reno because the developer owned the land beneath the stadium, while the Reno Redevelopment Agency owned the stadium itself. She said the lawyers representing the ballpark were trying to find legal mechanisms to make the ballpark tax exempt and she wondered if the County considered transferring the land to the City, the County or to the Reno-Sparks Convention and Visitors Authority

(RSCVA). She suggested the County develop a non-taxable use agreement so the developer could use the stadium or alternatively close the ballpark down. She expressed her frustration with the Board.

Brigid “Anne” Buckley asked the Board to restore funding to parks and open spaces. She said the Parks Department budget was cut from \$9 million to less than \$3 million in 2008 and had not been restored since that time. She talked about the rise in the number of park visitors and said, even though Park staff managed to keep the system functioning, there were many issues that needed attention. She said the County’s decision to place culture and recreation low on their priority list did not reflect public sentiment and she thought parks and open spaces were a large part of community health. She provided a copy of her statement, which was placed on file with the Clerk.

Garth Elliott talked about the Sun Valley Citizens Advisory Board (CAB). He said the CAB contributed to projects, such as improvements to Sun Valley Boulevard and to efforts to bring businesses into the County. He said Sun Valley had 25,000 residents and it was unconscionable that they no longer had a fully functioning CAB to represent them.

Paul Jackson spoke about the ballpark issue. He said he understood the Board had a difficult decision to make, but he thought the County was in a position of strength. He said any sports franchise would want to locate in Reno because companies like Tesla were coming to the area. He said if the County made the decision to waive the penalties for delinquent taxes they should require the ballpark developer to pay the back taxes up front rather than over a four-year period. He said the settlement agreement would not be good for the City, County or State.

Karen Munson, Young Electric Sign Company (YESCO), encouraged the Board to vote in favor of the draft amendment to the Development Code concerning signs on larger properties. She said County staff did an amazing job researching the matter and she thought they brought forth a strong and viable proposal.

Alex Woodley, City of Reno Code Enforcement Manager, said he wanted to thank and acknowledge Shyanne Schull, Director Regional Animal Services, and Bobby Smith, Animal Control Supervisor, for being responsive and receptive to concerns and recommendations. He said he appreciated their hard work.

Eugene Hoover, President Silver State Couriers, said he was unhappy about the newspaper article regarding the ballpark situation. He asked the Board to delay making a decision on the matter to give the public an opportunity to speak out about how they felt about it.

Nathan Daniel, Executive Director of Truckee Meadows Parks Foundation, said well-maintained parks increased property values, provided opportunities for economic development, and provided places for people to get outside and experience the physical and mental health benefits of being outdoors. He said the reduction in the

Parks Department's budget resulted in deferred maintenance issues and created an untenable situation. He hoped the Board would remember that parks were a valuable asset to the community when considering the budget for the upcoming year.

Sam Dehne spoke about the Discovery Museum, Tesla, the *Reno Gazette Journal*, the County Manager, the tearing down of a fire station, and the ballpark issue.

Carole Fineberg said the settlement deal with the ballpark owners was worked out too quickly. She asked the Board to delay their vote on the matter to allow for more public comment. She stated her concerns about Agenda Item 10 regarding the sign Ordinance and said she was afraid the changes would make Reno look more like Las Vegas. She urged the Board to vote no on the sign Ordinance.

Cathy Brandhorst spoke about matters of concern to herself.

**15-0318      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, reminded the Board that the concurrent meeting with the Cities of Reno and Sparks and the Washoe County School District was scheduled for May 4th at 8:30 a.m. He said staff requested the removal of Agenda Item 9 because they were waiting for additional information from the Bureau of Land Management.

Commissioner Hartung requested a report regarding repayment from Intermountain Water Supply, LTD. He said he asked Kevin Schiller, Assistant County Manager, for a discussion about Alzheimers because he thought there was potential to provide more options to the community.

Commissioner Herman mentioned a bill that was being considered in the Legislature regarding an annual 3 percent raise for County elected officials. She said the bill's language included an opt-out clause and she would choose that option. She thought the money could be better spent to fund the startup of some of the Citizen Advisory Boards (CABs). She requested a presentation from Demar Dahl, American Lands Council, to be scheduled for the May 12th meeting.

Commissioner Jung reported she attended the Western Nevada Development District meeting in Fernley and said they were looking to develop a new program. She said the Community Advantage Program would allow small business associations to become non-bank micro-lenders to startup businesses. She explained the

program would base loan qualifications on density and income and would include some areas of Washoe County.

Commissioner Jung stated she wanted to see a quarterly report showing the number of times the Regional Emergency Medical Services Authority (REMSA) ran out of ambulances and for how long. She also requested a flow chart showing 911 dispatch calls and how they were routed. She was concerned that the Truckee Meadows Fire Protection District (TMFPD) and the Sierra Fire Protection District (SFPD) were not notified about medical calls that were in REMSA's "best effort" areas. She felt it was important to ensure the notifications would be automatic because firefighters were likely to get to the scene faster in those areas.

Commissioner Jung said she heard complaints about the Public Safety Answering Points (PSAPs) in south Washoe Valley. She said there was confusion about where calls were coming from and who should respond to them. She said, even though she had been told the problem was corrected, she thought the system should be randomly tested to ensure the issue had been resolved.

Commissioner Jung said she wanted to have a policy discussion about which governmental meetings were televised and which ones were not. She thought the County could offer the use of its facilities to ensure the meetings of other important Boards and Commissions were televised for the sake of transparency. She suggested the Board discuss the issue at their next concurrent meeting with the Cities.

Commissioner Lucey requested an update on the status of the forensics lab audit and said he wanted to see the current agreement between the County and the City of Reno. He asked Truckee Meadows Fire Protection District (TMFPD) Chief Charles Moore to provide a status update on Senate Bill 185 (SB185) regarding mutual aid. He said he learned part of his District was considered a food desert during the Healthier Communities Forum and he wondered what the County could do to address the problem.

Commissioner Jung explained food deserts were very dense areas where residents had limited and unhealthy food options. She asked staff to look at what other Counties had done to incentivize business owners to open grocery stores in food desert areas.

Commissioner Hartung said Amazon opened a new facility at 8000 North Virginia and he was amazed at how organized it was. He said he looked forward to a long and prosperous relationship with them.

Chair Berkgigler said she agreed with some of the earlier comments made about the Parks Department budget. She asked staff to review the potential of using the greywater from medical marijuana facilities to water park lawns because it would save the County water and money.

In response to the earlier comments regarding the ballpark issue, Chair Berkgigler stated the Board was not making a quick decision because the matter had been under consideration for years. She said the deal was not what the ballpark owners wanted, but it was what was best for the County.

Chair Berkgigler said she did not think the legislation regarding elected officials salaries had been passed, but she wanted staff to provide an update to the Board if it did.

Commissioner Lucey stated many of his constituents were upset about the location of a medical marijuana dispensary so he wanted staff to provide an update with clear and concise details about what the County's role was.

\*\* Later in the meeting, Commissioner Hartung talked about the recent internet outage and wondered if the Technology Services Department could offer suggestions to manage that type of situation in the future. Commissioner Jung said she asked the District Health Officer to look into the issue as well and she thought the County might consider sending staff home during such an event. She stated it would be good to have some contingency plans.

**CONSENT AGENDA - Agenda Items 5A – 5I5**

**15-0319      AGENDA ITEM 5A**

**Agenda Subject: “Approve minutes for the Board of County Commission meetings February 24, 2015, and March 10, 2015.”**

There was no public comment on this item.

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

**15-0320      AGENDA ITEM 5B**

**Agenda Subject: “Cancel May 26, 2015 County Commission meeting.”**

There was no public comment on this item.

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

**15-0321      AGENDA ITEM 5C - ASSESSOR**

**Agenda Subject: “Approve roll change requests, pursuant to NRS 361.768 and NRS 361.765, for errors discovered for the 2012/2013, 2013/2014, 2014/2015 secured tax roll and authorize Chairman to execute the changes described in Exhibit A and**

**direct the Washoe County Treasurer to correct the error(s). [cumulative amount of decrease \$16,813.49]. (All Commission Districts)”**

There was no public comment on this item.

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

**15-0322      AGENDA ITEM 5D - COMPTROLLER**

**Agenda Subject: “Acknowledge Receipt of the Interim Financial Report for Washoe County Governmental Funds for the nine months Ended March 31, 2015 – Unaudited. (All Commission Districts)”**

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 5D be acknowledged.

**15-0323      AGENDA ITEM 5E – DISTRICT ATTORNEY**

**Agenda Subject: “Approve payments totaling \$8,618.06 to vendors for assistance of 33 victims of sexual assault and authorize Comptroller to process same. NRS 217.310 requires payment by the County of total initial medical care of victims, regardless of cost, and of follow-up treatment costs of up to \$1,000 for victims, victim’s spouses and other eligible persons. (All Commission Districts)”**

There was no public comment on this item.

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

**15-0324      AGENDA ITEM 5F – HUMAN RESOURCES**

**Agenda Subject: “Approve the reclassification request of a Recording Supervisor, pay grade K, to a Deputy County Recorder, pay grade G (County Recorder) as evaluated by the Job Evaluation Committee. Net annual cost savings is estimated at \$16,695. (All Commission Districts)”**

There was no public comment on this item.

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

**15-0325      AGENDA ITEM 5G – SENIOR SERVICES**

**Agenda Subject: “Authorize the Department of Senior Services to begin negotiations with Catholic Charities of Northern Nevada for the operations of the Department’s Senior Nutrition Programs, including congregate and “Meals on Wheels” services, in order to implement national best practices and leverage the capacity of a non-profit nutrition services agency. (All Commission Districts)”**

Commissioner Hartung stated the relationship with Catholic Charities would allow the County to expand the nutrition program. He thought it was important citizens understood how many more meals would be provided.

Grady Tarbutton, Senior Services Director, said his department had been working toward the expansion of the nutrition program for a long time. He talked about the successful fundraising efforts of Loaves and Fishes and said the County hoped to replicate that effort by reaching out to a number of non-profit agencies. He said Catholic Charities was the party most interested in addressing the need and the State was pleased the County had chosen a qualified provider to assist them in doing this work.

Kevin Schiller, Assistant County Manager, stated the Seniors and Pets Program would be part of the negotiations with Catholic Charities. He said the public/private relationship would help the County meet the goal of keeping up with the rising population of seniors and he would be coming back to the Board with more information as things progressed.

Commissioner Hartung asked how many meals were currently being served to seniors. Mr. Tarbutton replied the program was currently serving approximately 335,000 meals per year and the conservative expectation was that they could add another 50,000 to 70,000 meals.

On the call for public comment, Sam Dehne said Valley Services had been operating the Meals on Wheels program for \$775,000 a year for the last three years. He said he was supportive of the move to Catholic Charities, but he wondered how the County was going to pay them for their services.

On motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 5G be authorized.

**15-0326      AGENDA ITEM 5H1 - HEALTH**

**Agenda Subject: “Approve amendments totaling an increase of [\$14,955 in both revenue and expense] to the FY15 Centers for Disease Control and Prevention (CDC) Sexually Transmitted Disease (STD) Federal Grant Program, IO 10014; and if approved direct Comptroller’s Office to make the appropriate budget adjustments. (All Commission Districts)”**

On the call for public comment, Cathy Brandhorst spoke about items of concern to herself.

On motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 5H1 be approved and directed.

**15-0327      AGENDA ITEM 5H2 - HEALTH**

**Agenda Subject: “Approve amendments totaling an increase of [\$12,742 in both revenue and expense] to the FY15 Centers for Disease Control and Prevention (CDC) Immunization Federal Grant Program, IO 10029; and if approved 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 Jung, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 5H2 be approved and directed.

**15-0328      AGENDA ITEM 5H3 - HEALTH**

**Agenda Subject: “Approve amendments totaling an increase of [\$11,867 in both revenue and expense] to the FY15 Centers for Disease Control and Prevention (CDC) Tuberculosis (TB) Federal Grant Program, IO 10016; and if approved 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 Jung, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 5H3 be approved and directed.

**15-0329      AGENDA ITEM 5I1 - SHERIFF**

**Agenda Subject: “Approve acceptance of the 2015 US Dept. of Justice, Drug Enforcement Administration (DEA) Domestic Cannabis Eradication Suppression Program funding [\$4,000, no County match required] to be used for overtime and other expenses associated with domestic cannabis eradication for the retroactive grant period of 1/1/15 through 12/31/15, and direct Comptroller’s Office to make the necessary budget adjustments. (All Commission Districts)”**

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 5I1 be approved and directed.

**15-0330      AGENDA ITEM 5I2 - SHERIFF**

**Agenda Subject: “Approve Amendment #2 to the Interlocal Contract between Public Agencies: Washoe County on behalf of Washoe County Sheriff’s Office Forensic Science Division and the State of Nevada of behalf of the Control Board for Forensic Services for the extended term of July 1, 2015 through June 30, 2017 with an income of [\$1,500 plus any requested crime scene services at \$250/investigator/hour] for each Fiscal Year 2016 and 2017. (All Commission Districts)”**

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 5I2 be approved. The Interlocal Contract for same is attached hereto and made a part of the minutes thereof.

**15-0331      AGENDA ITEM 5I3 - SHERIFF**

**Agenda Subject: “Approve acceptance of 2015 State of Nevada Department of Public Safety, Office of Traffic Safety funding [\$3,050, 20% in-kind match required, \$610] to be used to purchase data collection equipment in traffic accidents for the retroactive grant period of 3/5/15 through 9/30/15, and direct Comptroller’s Office to make the necessary budget adjustments. (All Commission Districts)”**

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 5I3 be approved and directed.

**15-0332      AGENDA ITEM 5I4 - SHERIFF**

**Agenda Subject: “Approve the Interlocal Agreement – RAVEN Fire Training, Monitoring and Suppression Personnel and Equipment between the County of Washoe on behalf of the Washoe County Sheriff’s Office, Truckee Meadows Fire Protection District and North Lake Tahoe Fire Protection District [\$65,000 and \$10,000 respectively], to commence April 28, 2015 through June 30, 2016, for the provision, when requested of a helicopter or other aircraft and personnel and approve reimbursement for services rendered throughout the year by the Washoe County Sheriff’s Office to be paid in accordance with the Interlocal Agreement to the Washoe County Sheriff’s Office Regional Aviation Unit (RAVEN), and if**

**approved, authorize Comptroller's Office to make the necessary budget adjustments. (All Commission Districts)"**

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 5I4 be approved and authorized. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

**15-0333      AGENDA ITEM 5I5 - SHERIFF**

**Agenda Subject: "Approve an Interlocal Agreement between Truckee Meadows Fire Protection District and Washoe County, on behalf of the Washoe County Sheriff's Office, for the testing and training connected to Self-Contained Breathing Apparatus Equipment [at a cost not to exceed \$63 per hour] commencing April 21, 2015, and expiring April 20, 2018. (All Commission Districts)"**

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 5I5 be approved. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

**BLOCK VOTE – 6, 7, 8, AND 11**

**15-0334      AGENDA ITEM 6 – COMMUNITY SERVICES**

**Agenda Subject: "Recommendation to award a bid and approve the Agreement to the lowest responsive, responsible bidder for the Wilbur May D. Museum Garden Room Retrofit project contingent upon funding from the Wilbur May Foundation, recommended [Gill Construction, Inc., \$297,894]. (Commission District 3)"**

There was no public comment on this item.

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

**15-0335      AGENDA ITEM 7 – COMMUNITY SERVICES**

**Agenda Subject: "Recommendation to award a bid and approve the Agreement Form to the lowest responsive, responsible bidder for the 2015/2016 Slurry Seal of Selected Streets in Washoe County, Nevada PWP-WA-2015-131 project recommended [Sierra Nevada Construction, Inc., \$1,534,020]. (Commission Districts 1, 2, 4 & 5)"**

There was no public comment on this item.

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

**15-0336      AGENDA ITEM 8 – COMMUNITY SERVICES**

**Agenda Subject: “Discussion and possible approval of a State of Nevada Importer and Wholesale Dealer of Wine, Liquor and Beer License for Devlon Moore, dba Crooked Wine Company, LLC, and if approved, authorize each Commissioner to sign the State of Nevada Application for License for Importer and Wholesale Dealer of Wine, Liquor, and Beer with direction for the County Clerk to attest the license application. (Commission District 3)”**

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 8 be approved, authorized and directed.

**15-0337      AGENDA ITEM 11 – COMMUNITY SERVICES**

**Agenda Subject: “Recommendation to adopt a Resolution and Decision of Intent to Amend Sublease Agreement declaring Washoe County’s intent to amend a sublease for 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 other matters properly related thereto; and if approved, direct the County Clerk to provide public notice of the Resolution and Decision of Intent to Amend Sublease Agreement to be scheduled for May 12, 2015 to allow for public comment. (Commission District 2)”**

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 11 be adopted and directed. The Resolution for same is attached hereto and made a part of the minutes thereof.

**15-0338      AGENDA ITEM 10 – COMMUNITY SERVICES**

**Agenda Subject: “Discussion of pending draft amendments to Washoe County Development Code, chapter 110, Article 500, and related provisions dealing with certain potentially larger and/or illuminated signs that would be known under the proposed amendments as Regional Recreation Travel and Tourism (RRTT) signs, and possible direction to staff on whether to take additional steps regarding RRTT signs, including whether staff should recommend removal of or changes to the**

**provisions for that category of sign in the proposed amendments. (All Commission Districts)”**

Nancy Parent, County Clerk, said the Manager’s Office submitted some documents which contained citizen responses and comments regarding this agenda item. The documents were placed on file and she passed copies out to the Board members.

Trevor Lloyd, Senior Planner, conducted a PowerPoint presentation regarding draft language to the Sign Code as it pertained to Regional, Recreational, Travel, and Tourism (RRTT) signs, which was placed on file with the Clerk. He said the language had been drafted to accommodate certain types of signs in the unincorporated County and he wanted to bring it to the Board to see if they were on the right track. He said RRTT signs were defined as those used for large-scale lodging or entertainment uses such as unlimited gaming, large destination resorts, and outdoor entertainment venues. He said the term “large” was intentionally left undefined to allow the Board to determine the appropriateness of a sign when presented with an application for a Special Use Permit (SUP). He stated the scope and location of the RRTT signs would be limited and staff had developed a list of findings for approval, which were listed in the presentation. He said, based on the criteria, the number of acceptable locations would be extremely limited and staff had identified only three potential locations for the signs.

Mr. Lloyd said Scenic Nevada expressed a number of concerns about the proposed changes to the Sign Code and there had been an assertion that the County was establishing an exception for one specific property owner. He said the claim was unfounded since the County identified three possible locations for the signs; however, he recognized the potential for an exception since RRTT signs could be placed on properties immediately adjacent to a subject property.

Mr. Lloyd said there were questions as to whether RRTT signs would be used as billboards and he did not believe that would be the case. He explained the draft Code language identified “billboards” as those that were in the current inventory, which included 33 signs in the unincorporated County. He explained the Board would have the ability to place conditions on RRTT signs such as location, size, height, and even duration for digital signs, but no such conditions could be placed on billboards.

Mr. Lloyd said there were questions as to whether the placement of RRTT signs would expose the County to the risk of a legal challenge. He said it was unclear whether or not that could happen, but he believed the draft Code language was legally defensible and complied with Nevada Revised Statutes (NRS). He said staff was looking for Board direction and he pointed out the list of options on page nine of the presentation. He said if the Board chose option three it would allow staff to provide a better definition for “billboard” and establish size criteria. He thought staff had written a very good draft of the Code and he hoped to move forward with it.

Commissioner Lucey expressed concerns about the lack of definition for the term “large-scale”. He understood the term was intentionally left undefined to allow

the Board some flexibility; however, he wondered if it might be too vague. He asked if there was a legal opinion on the matter. Mr. Lloyd stated former Deputy District Attorney Greg Salter had been very involved in the process and was comfortable with the language, but he did not know if current legal counsel shared that opinion. Commissioner Lucey wondered if limiting the size of an RRTT sign would be an issue and stated he felt the signs should not exceed the industry standard for billboard signs.

Commissioner Hartung noted two of the approved locations were in District Four, but he could not tell where the other location was. Mr. Lloyd replied location one was in the area of the Bordertown Casino and consisted of two parcels. Commissioner Hartung said the Tahoe-Reno Industrial Center (TRIC) had a large sign along Interstate 80 (I-80) and he wondered if Storey County had different Sign Code regulations. Mr. Lloyd said he did not know, but he could look into it. Commissioner Hartung commented he did not feel the floodgates were being opened since the zoning and location requirements were very specific.

Commissioner Herman said she viewed signage as a business and economic development demand and she thought certain areas of the County needed more signs.

Commissioner Jung asked what “large-scale” meant in reference to the definition of RRTT. Mr. Lloyd said it was intentionally left undefined, but staff could define it if so directed. Commissioner Jung asked how he identified the three qualified areas and Mr. Lloyd said they were identified based on a number of criteria. He said they were limited to areas that were zoned for unlimited gaming, outdoor recreation, and large destination resorts.

Commissioner Jung said a lot of correspondence had been received in regards to the issue and one of the concerns that caught her attention was the mention of an Initiative that was led by Scenic Nevada and passed by voters. She wondered if Mr. Lloyd knew about it. Mr. Lloyd stated he was not aware of it. Commissioner Jung thought perhaps someone could provide information about it during public comment so staff could verify it. She said she could not make any recommendations until she saw that information. Bill Whitney, Planning and Development Director, stated there were some individuals from Scenic Nevada in attendance and he thought they might be able to address the question. Commissioner Hartung thought the question should be posed to legal counsel. He stated the Initiative might have pertained to the Cities or the State and not the County.

Paul Lipparelli, Legal Counsel, stated he was unaware of the Initiative and suggested obtaining the information from the representatives of Scenic Nevada.

On the call for public comment, Dave Kladney said he served ten years as Chair of the Mount Rose Citizens Advisory Board (CAB) when the Mount Rose Corridor was developed. He said after two new Commissioners joined the Board in early 2000, five properties in the area were rezoned for commercial use and continued to be

undeveloped to this day. He said he pointed that out because the same sort of thing could happen with the new sign Ordinance. He thought every business should have the right to have signs on their premises but the distinction between on and off-premise signs had to be maintained. He said the new signs would essentially be billboards because the County could not control the content. He thought the new sign Ordinance would not serve the public, was bad public policy, and would not benefit economic development.

John Hara said he served as an Alternate on the Sign Code Working Group (Group). He said one of the Board's directives was to prevent the acceleration of billboards and to prevent digital billboards altogether. He said the Group worked for 13 months to develop one of the strongest Sign Codes in the region and he thought it was peculiar that the County was compromising to allow digital billboards. He said Scenic Nevada was merely attempting to point out there could be some unintended consequences and the loop holes in the draft Ordinance needed to be closed. He stated economic development was not driven by signs.

Janice Flanagan said she was concerned about the proliferation of billboards. She said the idea of changing the definition of a billboard was ludicrous. She suggested businesses put featured attractions on exit signs instead so people would know what was available to them as they exited freeways. She said on-site signs were appropriate and off-site signs should be prohibited. She urged the Board to vote against the proposed change.

Cathy Brandhorst spoke about signs.

Lori Wray, Scenic Nevada, provided a handout, which was placed on file with the Clerk. She said she appreciated the County's long standing policy of strong sign control. She claimed the draft Ordinance would essentially allow billboards due to the unintended consequence of eliminating the distinction between on and off-premise signs. She stated the draft language would also provide one particular property owner the ability to install a digital billboard, which she thought was a violation of State law and ethical standards. She said she knew that Norm Dianda, owner of Wild West Motorsports Park (Park), intended to use the digital billboard as an income stream rather than to direct people to his venue. She urged the Board to reinstate the definition of a billboard and to eliminate the RRTT sign category altogether.

Mark Wray, Attorney for Scenic Nevada, said Scenic Nevada was formed around an Initiative to ban the construction of new billboards. He said billboard companies brought a lawsuit against the City of Reno to keep the Initiative off the ballot; however, the Nevada Supreme Court decided it was a valid act of legislative policy. He said 57 percent of Reno citizens voted in favor of the Initiative to ban all billboards.

Mr. Wray said he participated in the Group and stated the County's new exception to allow billboards was known as the "Dianda exemption". He stated the exemption would only apply to one property, which was the Wild West Motorsports Park, and allow the owner to construct a billboard to create a revenue stream. He stated

the Nevada State Law defined a billboard as an outdoor advertising structure and he thought it would allow companies like Yesco to make an argument for their billboards as well. He urged the Board to remove the exemption and not allow billboards.

Karen Munson, Yesco, stated she was appearing on behalf of the business owners in the community. She said County staff dedicated an immense amount of time on the draft language in order to ensure there would not be billboards everywhere and to define what an electronic message center was. She said the County was in a period of economic growth and she thought large-scale entertainment venues would bring people to the area and increase taxable revenues.

Cliff Low stated his support of Scenic Nevada. He said he was concerned about economic development, but he thought it was the County's scenic beauty that set it apart. He stated his concern that the Code amendment for RRTT signs would narrowly affect certain parties and he thought it could result in unintended consequences. He asked the Board to take that into consideration.

Commissioner Jung said she wanted to know the difference of the definition of a billboard before and after the proposed changes. She stated there were claims that staff had done some legal gymnastics to make an exception and she wanted to be clear that staff was complying with the Board's direction. She said she was compelled to choose staff's proposal (option two) to remove all the RRTT provisions from the proposed Code because she thought the fact that the County had the strictest Sign Code was a selling point. She stated that 75 percent of the voters in her District were in the City of Reno and since the majority of them favored the Citizen's Initiative, she would side with her constituency. She stated concerns about existing signage at the Wild West Motorsports Park because there were no signs to help people find their way back to the freeway.

Commissioner Hartung said Mr. Dianda put millions of dollars into the Wild West Motorsports Park, which he thought was a great driver of economic development and an asset to the community. He stated there were no residences nor scenic byways near the Park so he could not see a reason to tell Mr. Dianda he could not have a sign to guide people to and from the Park. He said he was not asking for the floodgates to be opened, but for a methodology to allow the Board the ability to review every application. He thought the consequences would include bringing more people into the region and he saw the changes to the Sign Ordinance as beneficial.

Commissioner Herman said she thought the County might need to bend a little to support economic development.

Commissioner Berkbigler said it was a difficult issue. She said she understood the economic development aspect of it, but she was concerned about who would make the decision as to whether a business was "large-scale". She said she appreciated the work that Mr. Lloyd and his staff had done and understood the effort they made to create a more flexible Code, but she thought it needed more guidelines and

clarification. She said she agreed with Commissioner Hartung's position from an economic development perspective, but she also agreed with Commissioner Jung's statements and thought it was a badge of honor that the County had one of the toughest Codes in the State.

On motion by Commissioner Lucey, seconded by Commissioner Hartung, which motion duly carried with Commissioner Jung voting "no", it was ordered that the discussion be suspended pending draft amendments in regard to the definition of "large-scale" and "billboards" for the Board's consideration at a later date.

**15-0339      AGENDA ITEM 12 – DISTRICT ATTORNEY**

**Agenda Subject: "Discussion and possible action on settlement agreement between Washoe County and Nevada Land, LLC which resolves legal disputes regarding property taxes for Aces Ballpark parcels (including lawsuits), provides for the terms of the payment of past property taxes, provides for contribution of county share of future baseball stadium parcel property tax proceeds for community benefit and, providing for the release and waiver of certain claims relating to baseball stadium property taxes and other matters properly relating thereto."**

Nancy Parent, County Clerk, noted she was provided with a copy of a comment from the County's online request tracker system and it was placed on file.

Paul Lipprelli, Legal Counsel, stated the subject of the baseball stadium property taxes had a long history and there were some other related matters that would affect the Board's discussion about the proposed settlement agreement. He said the terms of the settlement were outlined in the staff report along with background information. He explained that for purposes of the discussion, he would refer to the taxpayer, Nevada Land, LLC and its affiliates, as "Baseball" and he proceeded to review the bullet points outlining the settlement agreement on page four of the staff report.

Mr. Lipparelli said the agreement was approved by Baseball, signed by Herbert Simon, Manager Nevada Land, LLC, and was available for the Board to approve if it wished to do so. He said the proposed settlement contemplated the first payment of \$486,000 to be made upon approval of the agreement and it was his understanding that Baseball was prepared to deliver that payment immediately.

Commissioner Hartung said some assertions had been made that the settlement happened overnight, but negotiations had been going on for a long time. He asked Mr. Lipparelli to talk about what legal recourse the County would have to enforce a judgement against Baseball for the entire amount owed.

Mr. Lipparelli said the property was unique because the land was owned separately from the improvements. He explained the land was owned by Nevada Land, LLC, and the baseball stadium was owned by the Reno Redevelopment Agency (RDA). He said this type of property did not fall into the category that would include a lien and

foreclosure process for tax delinquency. He explained Nevada Revised Statute (NRS) provided a specific remedy for this type of situation, which was a civil lawsuit. He said the County talked about the need for a civil lawsuit for many years, but when they had discussions with Baseball, Baseball informed the County that they had potential claims against the County. He explained Baseball's claim was that their taxes had been improperly assessed and that the RDA tax allocations created a disadvantage to them. He said if the County sued Baseball and Baseball raised claims against the County, the resulting litigation would be a more difficult environment in which to resolve the problems. He stated the County's opening negotiating position was that all the taxes, interest, and penalties would have to be paid; however, the resulting compromise did not constitute a complete victory for the County or for Baseball.

Mr. Lipparelli said if the County prevailed on a lawsuit against Baseball, the result of the lawsuit would be a judgement, which could be recorded and used as a lien against the property. He said the potential judgement for the County would have amounted to \$2.7 million, but there was a question as to what chance the County had on collecting that money. He explained anytime anyone entered into litigation they had to look ahead to determine whether all the time, pain, and effort would ultimately get them what they wanted and in this situation, the County wanted the payment of the taxes owed. He said it was a wide open question as to whether a judgment against Nevada Land, LLC would have stood much chance of producing money for the County, but the settlement agreement would. He said if the settlement was approved by the Board, a check would be delivered for a quarter of the amount that was due and every year there would be another payment coming in to the County. He said if one considered the proposed settlement against the chances of being able to collect every last dime by going through litigation, they would have to consider the fact that tax litigation was complex, would take a long time, cost a lot of money, and produce an uncertain result.

Commissioner Hartung asked if Baseball would be paying their current tax liabilities when there were due. Mr. Lipparelli said the agreement had a provision in it that the County would contribute its share of the proceeds of the ballpark if the ballpark owners paid their future property taxes. He said if Baseball did not do that they would be in violation of the agreement and would subject themselves to a lawsuit. He said Baseball representatives had given him no indication that they were going to go back to a position of avoiding their property taxes. He thought the agreement was meant to resolve the past and set the parties on a course for a cooperative and harmonious future relationship. He said it would surprise him greatly if they bothered to go to all this trouble and then did not pay their next tax bill.

Commissioner Hartung stated the \$500,000 the County would collect for the next four years would be dispersed to the School District, the City of Reno, and to all of the different agencies that they were in charge of collecting taxes for. He asked Mr. Lipparelli if the County had to give any of that money over to the RDA. Mr. Lipparelli replied that if all the conditions were met, the future tax payments would be delivered to the Stadium Authority, not the RDA. He said the past due amounts would be distributed

in the same way that the Treasurer was already required to allocate to the various recipients.

Commissioner Jung wondered how much tax money had been spent on the negotiations. She asked Tammi Davis, Treasurer, if there had been a precedence set for allowing overdue tax payments to be paid in installments. Ms. Davis replied the only instance she could think of was due to bankruptcy claims. Commissioner Jung asked if there were any instances due to lawsuits, such as the Incline Village lawsuit. Ms. Davis said that was an example of the reverse type of situation in which the County paid the taxes. Commissioner Jung concluded this would not be the first time tax payments would be paid in installments.

Mr. Lipparelli stated he wanted to answer Commissioner Jung's questions about how much time had been spent on negotiations. He said it was a considerable amount of time and he held up a thick folder, which he said represented all the notes he had taken in the dozens of meetings he had with various Baseball representatives. He said the County was fortunate that it did not have to obtain outside lawyers thus far, but if the settlement agreement was not approved they might find it necessary to obtain outside counsel to deal with the complicated tax issues.

Commissioner Jung said she wanted to make the point that negotiations had a cost and she said she was not sure Mr. Lipparelli had said enough to satisfy the public's understanding as to why the County was considering the settlement. She asked how many years it would take to get paid if the County were to sue and be granted a judgement. Mr. Lipparelli said he understood Nevada Land, LLC already had a mortgage with recorded deeds of trust, so he thought the County's judgement would be in line behind any other liens that were already in place. Commissioner Jung said a "begging billionaire" could pick up and leave without concern and she thought the settlement would be a "win" for the County. She said there were complaints about what was printed in the newspaper, but the County had no control over that and negotiations had been going on for a very long time.

Commissioner Hartung asked Ms. Davis if Baseball owned any other properties that were delinquent. Ms. Davis thought there were originally seven parcels that had been delinquent, but aside from the stadium parcel, she believed the others were current. Commissioner Hartung stated it was the County's position that the other parcels would be liquidated in order to pay the property taxes, but Baseball came in at the last minute and paid the taxes, penalties and interest on them. Ms. Davis said to her recollection those parcels were treated the same as every other parcel in the County and the debts were redeemed.

Chair Berkbigler stated she worked with Mr. Lipparelli on this issue for an extended period of time. She said when the discussion first began, Baseball requested the County donate \$500,000 to their tax bill out of the General Fund and the County refused. She said the commitment the County was making to donate a portion of the General Fund Property Tax was not going to help pay off their debt, but was going towards the

operation costs of the currently unfunded Stadium Authority. She explained the Stadium Authority would be responsible for the stadium but also other projects, such as the racing venues that Commissioner Hartung was working to bring to the County. She said the only County money that was going to the stadium was a portion of the rental car fee. She wanted to make it clear that the settlement was a good deal for the County's citizens because if they had to hire a tax lawyer to fight for them, it would cost considerably more than the approximately \$700,000 in penalties and interest the County was proposing to waive. She said she received numerous emails from citizens who were glad to see the issue would be resolved because they wanted to attend the baseball games but refused to buy tickets until Baseball paid their taxes. She stated there would be one change to the proposed agreement and she asked Mr. Lipparelli to speak about that.

Mr. Lipparelli explained the change would entail striking a section of the language on the top of page 4, which he read. He said although the settlement agreement was already signed by Mr. Simon, his representatives agreed to the change and would state that for the record. He also noted corrections to two NRS citations on page 2 of the agreement. He asked the Board to direct him to make those changes, by hand, if they were inclined to approve the agreement and to include that in the motion.

Mr. Lipparelli stated he received some correspondence from an attorney who expressed concerns about the Open Meeting Law as it related to this agenda item and he wanted to give the Board the benefit of his perspective on the matter. He said he verified that the meeting agenda was posted the previous Thursday morning, and knew the supporting materials for Agenda Item 12 were not released to the Board or the public until Monday around 9:30 a.m. He said there were earlier drafts of the agreement and other term sheets and summaries that were provided to the Board members, but those were not included in the Board's packet because they were not supporting materials. He said the supporting materials included the proposed agreement and the staff report, both of which were delivered to the Commissioners by email the previous morning. He stated those materials were also posted on the County's website and were made available to the public at the same time that they were made available to Commission members. He explained, with a few exceptions, the three-day rule did not apply to supporting materials and he wanted the Board to know it was his view there had not been an Open Meeting Law violation. Commissioner Berkbigler stated she wanted to make it clear she had discussions with both sides on this issue as well.

In response to Commissioner Hartung's earlier question about other properties owned by Baseball, Ms. Davis confirmed there were six other real property parcels and one personal property and all of them were current on their taxes. Commissioner Berkbigler said Mr. Simon owned a large mall in the community and she asked if the taxes on that property were current. Ms. Davis stated it had not come to her attention that it was not current and she would need to confirm that.

On the call for public comment, Eddie Lorton said he was dismayed to hear the Board's Chair had been discussing the issue for six months because he thought that amounted to lobbying. He did not think precedence had been set for allowing the

payment to be made in installments because this was not a bankruptcy case. He said the ballpark owner paid millions of dollars to contest the taxes on every property they owned and he would hate to see taxpayer money taken from schools to the benefit the “begging billionaire”. He stated fair and equal treatment for all should prevail.

Cliff Low said he had substantive issues with the settlement. He asked the Board to take a pause on the issue because the specifics of the settlement were only made available to the public the previous day. He did not think County citizens were well served by taking action on this item without providing for more visibility on the issue and he could see no reason to rush to judgement. He stated the Board should keep in mind that other public entities would be impacted by the agreement and he wondered if the Board had received any input from the School District or the City of Reno.

Tom Taber talked about his background as a baseball coach and scout. He said he had a problem with the settlement agreement and with the formation of a new Commission with money that should be utilized to take care of the County’s current bills. He thought it was wrong to continue to ask citizens for more money to fund an expanding government. He thought history showed that the people who ran the baseball organization could do whatever they liked, including forcing the County and City to give them more leeway.

Mr. Lipparelli asked the Baseball representatives to note that they agreed to the changes to the agreement which he described earlier. Eric Edelstein, Executive Vice President and Chief Executive Officer (CEO) Reno Aces, stated Baseball was in agreement with the changes to the agreement.

Chair Berkbigler moved to approve the proposed Settlement Agreement between the County and Nevada Land, LLC, as stated in the staff report. Commissioner Jung seconded the motion.

Commissioner Hartung stated his reluctant support. He said he would love to deal with the issue another way, but given the legal challenges he did not think the Board had any other recourse. He said the County could try to force Baseball to pay everything that was due, but he thought that effort would take an immense amount of time. He stated the County would have almost \$500,000 in hand immediately upon approval, so he did not see any other option in this case.

Commissioner Herman said she wanted some assurances that the Treasurer was secure with the arrangement. Ms. Davis stated her approval.

Mr. Lipparelli asked if the motion included the changes that were read earlier. Chair Berkbigler amended the motion to include the changes as noted and the seconder agreed.

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

**15-0340      AGENDA ITEM 21 – 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.”**

**12:53 p.m.**      On motion by Commissioner Jung, 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.

**2:05 p.m.**      The Board of County Commissioners reconvened with all members present.

**15-0341      AGENDA ITEM 13 – COMMUNITY SERVICES**

**Agenda Subject: “Update and possible direction to staff on requests for refund of infrastructure fees held by Washoe County for the Warm Springs Specific Plan Area. (Commission District 5)”**

Dave Solaro, Community Services Director, provided an update in regards to direction the Board gave at their March 10th meeting. He said Community Services Department staff, the District Attorney’s Office and the Comptroller’s Office had been working to create a list of options for the resolution of the grievance and would present those options to the Board at their May 12th meeting.

Mr. Solaro described the three options which were being contemplated. He said the first option was to continue the implementation of the financing plan as approved by the Board in 1995. He stated the second option was to remove the financing plan from the Specific Plan Area (SPA), not to require the collection of the fees for the plan in the future, and to refund the fees collected to date. He said the third option might be a hybrid of the first two options. He explained staff was still working through the process so they could present all the potential solutions to the Board.

Mr. Solaro stated all of the options would require further due diligence, which was why they would not be ready to present to the Board until the May meeting. He said they were working to complete a list of pros and cons, a schedule, and a process for each option. He said staff determined there were 11 development agreements to consider and they were in the process of conducting legal review to determine who the money belonged to. He said they established there were no other development agreements like this in the County based on the type of financing plan and SPA.

Mr. Solaro stated the money, which was held by the County, was projected to be \$773,008.78 at the end of the fiscal year. He said the initial amount which was deposited by the developers was \$619,190.00, which indicated the money had been

accruing interest. He said the amount also took into account the 1 percent administration fee that was paid out to the County.

Commissioner Jung said she would like to expedite the process and she hoped the public appreciated there was an end in sight. She was glad the Board would have options to consider so they could ensure they were protecting the County's fiduciary responsibilities and she was confident the issue would be resolved when the Board reviewed the options in May.

Commissioner Lucey hoped staff would ensure this type of situation would not happen again so the County would not be in the position of holding funds hostage due to development issues.

Commissioner Herman moved that the Treasurer expedite payments to the attorney for the recipients in a negotiated amount as soon as possible, that the financing portion of the agreement be removed and to ensure current regulations were adequate to move forward. Commissioner Jung seconded the motion.

Paul Lipparelli, Legal Counsel, stated the agenda item was for the update and possible direction to staff in regards to the request for the refund of infrastructure fees. He thought the motion went beyond what the Open Meeting Law would allow. He said it would be appropriate to make a motion to direct staff to bring back the necessary documents and other recommendations. He stated there were also legal ramifications to the three different options that Mr. Solaro talked about and he thought the Board needed the benefit of that advice before it was ready to act.

Chair Berkbigler said she thought the motion should state the Board's acknowledgment of the update with the understanding that they were moving forward on the issue and that staff would be coming back to the Board with options on May 12th.

Commissioner Herman amended her motion to match Chair Berkbigler's statement and Commissioner Jung seconded it.

On the call for public comment, George Newell provided a handout, which was placed on file with the Clerk. He thanked the Board for reviewing the letters that had been sent to them regarding the facts of the case. He said Mr. Lipparelli claimed certain provisions did not appear to be a part of the SPA, but he had documents to prove otherwise. He said the County realized more than \$1 million in revenue due to the SPA, but failed to live up to the contracts and agreements. He asked the Board to abide by the contracts and return the money that was owed. He said he determined the amount due by reviewing the prime rates that existed at the time of the contract, which he thought was fair since the County failed to place the accounts in separate interest bearing bank accounts from the start. He demanded payment and said if the County did not take action on the issue immediately it would suffer the consequences.

Mr. Lipparelli said the communication he sent to Mr. Newell's attorney described the information the County had and he invited the attorney to provide any information he had to the contrary. He said he never resisted any information that Mr. Newell and his attorney had to offer.

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

**15-0342      AGENDA ITEM 14 - MANAGER**

**Agenda Subject: "Recommendation to accept status report and possible direction to staff on the County Manager's recommended Fiscal Year 2015-16 Budget; and approve the changes to position control for Fiscal Year 2015-16; and, direct the County Manager to return to the Board of County Commission with a Tentative and Final Budget incorporating the approved County Manager's recommendations for adoption at the public hearing scheduled for May 18, 2015. (All Commission Districts)"**

John Slaughter, County Manager, asked the Board to open Agenda Items 14 and 15 simultaneously. He said the budget team worked long and hard on the budget and there had been some interesting challenges. He stated there were a number of accomplishments to be proud of and he was happy the strategic plan process and the budget process were finally tied together.

Al Rogers, Director of Management Services, conducted a PowerPoint presentation, which was placed on file with the Clerk. He said he would update the Board about the processes and assumptions going into the fiscal year 2015-16 (FY16). He talked about the need to proceed with cautious optimism and said the Budget Team (Team) received great feedback from the Board in terms of establishing strategic objectives and fiscal goals. He stated the budget process was carried out in a slightly different way this year and the plan was to present the budget for final adoption on May 18th.

Mr. Rogers talked about some of the new budget approaches for FY16 including the development of a form to allow departments the opportunity to provide feedback as to how revenues could be augmented to help fund requested budget increases. He spoke about proposed changes to the Stabilization Fund, the recognition of salary savings due to attrition, and encouraging departments to provide more realistic "estimates to complete". He also commended Mark Mathers, Principle Fiscal Analyst, for recognizing that the State's property tax revenue estimates were not reflective of new development in the County, which ultimately resulted in some beneficial changes.

Mr. Rogers said a trend analysis showed there were substantial dollars left in the services and supplies budgets of the various departments at the end of each year. He said that discovery led to discussions about the utilization of those funds to provide for more positions within the County. He said the departments were urged to base their operating budgets on typical service levels rather than on worst case scenario situations

while keeping in mind the County had a contingency fund that could be used for any anomalies. He said the approach was well received by the departments.

Mr. Rogers stated one of the budget goals was to move internal costs off-cycle in relation to the budget process. He explained there were a lot of balls in the air in regards to budgeting for health benefits and Workers Compensation, so moving them off-cycle would allow for more cost certainties.

Mark Mathers, Principle Fiscal Analyst, spoke about revenue forecasts and assumptions. He said the Board was historically fiscally conservative so the goal was to remain cautiously optimistic and to take a realistic view of both revenues and expenditures. He said, although budget growth was rather flat, the Team found the funding for a number of additional positions through identified budget savings. He said the County was one of the few agencies that provided for ongoing post-employment benefit contributions and they felt it would be prudent to continue to do so. He stated the County had been very successful at paying down its long-term debt and consequently it was the only agency in Northern Nevada with a solid AA credit rating. He thought that was reflective of fiscal conservatism and he wanted to see that continue.

Mr. Mathers stated property taxes represented the single largest source of General Fund revenue and, even though housing prices had gone up during the last two years, property tax collections could not increase more than 3 percent per year due to the tax cap. He explained commercial industrial properties could increase by more than that, but based on the State formula those rates were right around 3 percent as well. He concluded the tax collection rates would be in the low-to-moderate single digits forever.

Commissioner Hartung said he understood the tax rates were grandfathered in and asked if the tax rates would apply to someone who was buying a new or existing home. Mr. Mathers replied the rates also applied to new homebuyers, which was unlike the situation in California wherein a home buyer would pay a rate based on current market value. He said in Nevada the grandfathered assessed value stayed with the property forever, so the only growth the County would realize in regards to property tax revenues would be due to new development.

Mr. Mathers said the second largest revenue was the consolidated tax which was largely comprised of sales tax. He said the County had seen strong growth at roughly 7.2 percent per year and, based on estimates that were provided by the State Economic Forum, the projected rate for FY16 was projected to be slightly lower at 5.6 percent. He said the key take-away was that, even though the County was seeing growth of about \$5 million per year, it was taking the County 11 years to reach the pre-recession level of \$100 million in consolidated taxes.

Mr. Mathers concluded that nearly 80 percent of the revenues consisted of property taxes and consolidated taxes. He said that fact presented a significant challenge since more than half of General Fund revenues were increasing at a very slow rate.

Mr. Mathers spoke about expenditure assumptions. He said the Public Employee Retirement System (PERS) rate would increase by 2.25 percent and health insurance premiums were expected to increase by 6 percent. He said anything above and beyond that assumption was not factored into the proposed budget and would result in reductions elsewhere. He said other considerations were the mandated increase of 4.5 percent for indigent medical expenditures and increases to internal service costs for property and liability insurance, Workers Compensation, and unemployment insurance. He said Other Post-Employment Benefit (OPEB) contributions would be reduced due to \$2 million in surplus monies in the OPEB Health Trust. He said that did not mean the County would not be funding the Actuarially Required Contributions (ARCs); it was just lining up its assets and liabilities. He said other General Fund expenditures included transfers in the amount of \$10.1 million to the Health District, \$1.4 million to the Senior Services Fund and \$1.275 million to the Child Protective Services Fund.

Mr. Mathers stated the County had seen gradual incremental increases to the General Fund's allocations for public safety over the years. He noted 40 percent of the General Fund was dedicated to funding public safety and 19 percent was provided for judicial costs, including judicial support functions. He said the remaining percentages were allocated to general government functions and other costs.

Mr. Mathers said page 15 in the presentation represented the level of increase from the current fiscal year to FY16. He noted the general government allocation appeared to be decreasing, but was actually a reflection of the proposal to reserve the funding for the Stabilization Fund against the ending fund balance. He said that meant the County would not be budgeting for the Stabilization Fund or spending any of the money already in the Fund.

Mr. Slaughter offered his recommendations. He noted there were several charts in the staff report which contained all the information he would discuss. He said the departments and budget staff deserved a lot of credit for their new approach to the budget process. He stated his recommendation included 19 new positions primarily due to the reallocation of budgets and resulting in a net increase of only \$100,000. He said budget reallocations also allowed for the funding of other non-personnel items such as the Employee Classification Study (Hay), the Redox Project for the Clerk's Office, equipment for the Medical Examiner, software upgrades for the Treasurer, tablets for the Alternate Public Defender and a new call center for the County. He said the much needed call center would provide assistance to citizens and businesses as they navigated through the complications of County government.

Mr. Slaughter talked about the above-base recommended positions, which were listed on Page 19 of the presentation. He said the Budget Office received requests for new positions amounting to more than \$10 million and even though above-base money did not exist they were able to identify 10 new positions including the new Business Facilitator position. He said proposed position reclassifications would cost just over \$100,000, which included the deletion of three positions, two of which were previously frozen.

Mr. Slaughter explained the above-base non-personnel recommendations including funding for the Sheriff's Crime Lab, Alternative Sentencing, the Alternate Public Defender, the Incline Constable, and Human Resources, which totaled less than \$250,000. He also discussed the above-base recommendations for "other funds", listed on page 22 of the presentation. He stated other fund positions would not impact the General Fund.

Mr. Slaughter stated there was a lot of interest in the County's ability to expand library hours. He said it was unfortunate the County would not be able to finance the additional hours through the General Fund, but he believed the Library Expansion Fund could be utilized to fund a sixth day at the libraries in the Northwest, Sparks, South Valleys and in the Senior Center.

Mr. Slaughter said Pages 24 through 31 of the presentation highlighted the recommended budget items related to Strategic Plan objectives, which he thought also provided insight into how budget items were prioritized. He stated the objectives included pending economic development impacts, keeping Senior Services on pace with the rising senior population, enhancing community safety through infrastructure, preparing for the impact of medical marijuana, working as a professional unified team, and simplifying workflows to improve service delivery and customer outcomes.

Finally, Mr. Slaughter stated the public hearing for the possible adoption of the FY16 budget was scheduled for May 18th.

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

**15-0343      AGENDA ITEM 15 - MANAGER**

**Agenda Subject: "Status report and possible direction to staff on the County Manager's recommended Capital Improvements Plan for Fiscal Years 2016-2020 and possible approval of change in current Board policy relating to Stabilization Funding. (All Commission Districts)"**

John Slaughter, County Manager, said he knew there had been a lot of discussion about parks in the community so he wanted to talk specifically about that, but there were a number of other items in the Capital Improvement Plan (CIP) he wanted to highlight as well.

Mark Mathers, Principle Fiscal Analyst, conducted a PowerPoint presentation, which was placed on file with the Clerk. He said he would review the CIP process and talk about the Stabilization Fund, the CIP recommendations and the final recommendations. He stated numerous requests were received from the Departments for a total of \$7 million for the first year and \$37 million for the entire five-year plan. He explained the CIP was on a cycle that was similar to the budget process timeline and the

planned approach for next year would involve a review in the fall. He said that would give them a better idea about CIP needs going into the operational budget season which would start in January.

Mr. Mathers said he wanted to discuss the Stabilization Fund Policy because it went hand-in-hand with the CIP requests. He explained stabilization funds were allowed, but not mandated, pursuant to Nevada Revised Statute (NRS) 354.6115 and that they were sometimes referred to as rainy day funds. He said the funds were very restrictive and the law only allowed them to be utilized in two specific situations, which included a revenue shortfall or a declared natural disaster. He stated the law did not mandate agencies to have stabilization funds, but did set a maximum fund balance at 10 percent. He talked about the Board's historical policies regarding the fund and stated that, even though the County had a stabilization fund since at least 2004, it had only tapped into the money once. He said it was interesting the County only pulled \$1 million of the \$3.25 million it had in the fund in 2008, which was during the depths of the Great Recession. He said that fact indicated the County found other ways to manage its budget during tough times.

Mr. Mathers said the recommendation was to set the Stabilization Fund at a flat \$3 million rather than at a rate of 1.5 percent, which would result in a one-time decrease of \$1.1 million to be utilized for the CIP program. He said the County historically utilized \$3 million of its General Fund towards CIP projects, but this year the recommendation was to spend a total of \$5 million. He stated half of the money would come from the one-time change to the Stabilization Fund and the other half would come from ongoing revenues.

Commissioner Hartung wondered what would happen if the County needed more than \$3 million to deal with a natural disaster. Mr. Mathers replied the County historically utilized Federal Emergency Management Agency (FEMA) funds or took savings from other budget units to cover costs. He said if that was not sufficient there was also a \$1.5 million Contingency Fund and a General Fund balance which could be augmented. Commissioner Hartung stated the County might need every single resource it could pull together to respond to something it never encountered before. Mr. Mathers responded the Budget Office planned to have more discussions about stabilization in the future, but they thought the proposed change would work for Fiscal Year 2015-16 (FY16).

Al Rogers, Director of Management Services, offered a summary of all of the capital funds including the Capital Improvement Fund, the Parks Capital Fund, the Capital Facilities Tax Fund, Utilities Funds, the Equipment Services Fund, and other funds, which amounted to \$48.4 million for FY16. He said the proposed change to the Stabilization Fund would increase the Capital Improvement Fund and allow the County to contribute \$5 million in General Fund money to CIP projects rather than the historical amount of \$3 million. He noted the Capital Improvement Fund requests, listed on pages 10 and 11 of the PowerPoint presentation, and talked a little bit about each of them.

Commissioner Hartung talked about a recent internet outage and asked if there had been any discussion about installing internal servers so daily work could continue when connectivity to the internet was lost. Joey Orduna Hastings, Assistant County Manager, stated that was something that would be looked at in light of the recent outage.

Mr. Rogers spoke about a number of Parks Department capital projects, which were listed on pages 12 through 14 of the presentation, and said a lot of the projects would be funded through various sources such as the Residential Construction Tax and grants. He noted the total for all of the projects was \$4.215 million for FY16.

Mr. Rogers went on to discuss the Capital Facilities Fund for the Medical Examiners building and other funds, which included Restricted Special Revenue Projects such as the Court Expansion Fund, the Roads Fund projects, regional communications projects, enhanced 911 projects and the Regional Public Safety Training Center. He further discussed fund projects for the Utilities Fund and equipment services, which were listed on pages 15 and 16 of the presentation.

He stated the final budget would be presented to the Board for final adoption on May 18<sup>th</sup> and noted that although the CIP recommendations were focused on FY16, it was actually part of a five-year plan.

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 15 be approved.

### **PUBLIC HEARINGS**

#### **15-0344 AGENDA ITEM 18 – COMMUNITY SERVICES**

**Agenda Subject: “Public hearing to consider the application for an Outdoor Festival Business License and Conditions of Approval, for the Red, White and Tahoe Blue 2015 Community Festival scheduled to be held from July 2 through July 4, 2015, at the Village Green, Aspen Grove, Incline Village’s Main Firehouse (Fire Station 11), Susie Scoops, 869 Tahoe Blvd., Potlatch, 930 Tahoe Blvd., and Incline Beach. Parking will be available at Diamond Peak Ski area, Incline Elementary School, Incline High School, and Sierra Nevada College; and if approved, authorize the Director of Planning and Development, Community Services Department, to issue the license when all pre-event conditions have been met (Commission District 1)”**

The Chair opened the public hearing by calling on anyone wishing to speak for or against the outdoor festival business license.

Eva Krause, Planner, stated 922 notices were sent out in regards to the business license and five responses were received. She said, of the five responses, two

stated objections and three expressed concerns about crowd control, alcohol, and other illegal substances. She provided copies of the letters, which were placed on file with the Clerk.

There being no response to the call for public comment, the hearing was closed.

On motion by Commissioner Lucey, seconded by Commissioner Jung, which motion duly carried, Agenda Item 18 was approved and authorized.

**15-0345      AGENDA ITEM 19 – COMMUNITY SERVICES**

**Agenda Subject: “Second reading and possible adoption of an ordinance amending the Washoe County Code at Chapter 110 (Development Code) to delete Section 110.806.25, Hearing of Appeal by Board, and Section 110.806.30, Notice of Board Hearing, of Division Eight, Procedures; to add a new Section at 110.912.20 of Division Nine, General Provisions, regarding appeals to the Board of County Commissioners of decisions by the Board of Adjustment, the Planning Commission, and Hearing Examiners; to amend various sections throughout the Development Code to adopt the new appeal provisions, including Section 110.606.55, Appeals of Parcel Map Decisions, and Section 110.608.15, Appeals of Decisions Regarding Subdivision Maps, of Division Six, Subdivision Regulations; and, Section 110.804.40, Appeals of Decisions Regarding Variances, Section 110.806.15, Review Procedures of Planning Commission Regarding Vacations and Abandonments of Easements or Streets, Section 110.806.35, Action by Board Regarding Vacations and Abandonments of Easements or Streets, Section 110.808.45, Appeals of Decisions Regarding Administrative Permits, Section 110.810.50, Appeals of Decisions Regarding Special Use Permits, Section 110.818.25, Appeals of a Denial Regarding Development Code Amendments, and Section 110.818.30, Action by Board Regarding Development Code Amendments, of Division Eight, Procedures; and, Section 110.912.10, Washoe County Board of Adjustment, to add a new subsection (j) to provide general rules regarding appeals of administrative decisions to the Board of Adjustment and other matters relating to the new appeal provisions and Board membership that is no longer applicable; Section 110.914.05, Washoe County Department of Community Development, at subsection (f) to provide for appeals of a decision of the Director; and, Section 110.914.00, Purpose, and Section 110.914.05, Washoe County Department of Community Development, to correct the terminology of the Planning and Development Division with the establishment of the Community Services Department of Division Nine, General Provisions. Recommendations include other matters properly relating thereto (Bill No. 1736). (All Commission Districts)”**

Jaime Dellera, Deputy Clerk, read the title for Ordinance No. 1555, Bill No. 1736.

Bob Webb, Planning Manager, noted the language for the possible motion was included on Page 11 of the staff report and said it included all of the required components.

There being no response to the call for public comment, the hearing was closed.

On motion by Commissioner Hartung, seconded by Commissioner Lucey, which motion duly carried, Chair Berkbigler ordered that Ordinance No. 1555, Bill No. 1736, entitled, **"AN ORDINANCE AMENDING WASHOE COUNTY CODE AT CHAPTER 110 (DEVELOPMENT CODE), TO DELETE SECTION 110.806.25, HEARING OF APPEAL BY BOARD, AND SECTION 110.806.30, NOTICE OF BOARD HEARING, OF DIVISION EIGHT, PROCEDURES; TO ADD A NEW SECTION AT 110.912.20 OF DIVISION NINE, GENERAL PROVISIONS, REGARDING APPEALS TO THE BOARD OF COUNTY COMMISSIONERS OF DECISIONS BY THE BOARD OF ADJUSTMENT, THE PLANNING COMMISSION, AND HEARING EXAMINERS; TO AMEND VARIOUS SECTIONS THROUGHOUT THE DEVELOPMENT CODE TO ADOPT THE NEW APPEAL PROVISIONS, INCLUDING SECTION 110.606.55, APPEALS OF PARCEL MAP DECISIONS, AND SECTION 110.608.15, APPEALS OF DECISIONS REGARDING SUBDIVISION MAPS, OF DIVISION SIX, SUBDIVISION REGULATIONS; AND, SECTION 110.804.40, APPEALS OF DECISIONS REGARDING VARIANCES, SECTION 110.806.15, REVIEW PROCEDURES OF PLANNING COMMISSION REGARDING VACATIONS AND ABANDONMENTS OF EASEMENTS OR STREETS, SECTION 110.806.35, ACTION BY BOARD REGARDING VACATIONS AND ABANDONMENTS OF EASEMENTS OR STREETS, SECTION 110.808.45, APPEALS OF DECISIONS REGARDING ADMINISTRATIVE PERMITS, SECTION 110.810.50, APPEALS OF DECISIONS REGARDING SPECIAL USE PERMITS, SECTION 110.818.25, APPEALS OF A DENIAL REGARDING DEVELOPMENT CODE AMENDMENTS, AND SECTION 110.818.30, ACTION BY BOARD REGARDING DEVELOPMENT CODE AMENDMENTS, OF DIVISION EIGHT, PROCEDURES; AND, SECTION 110.912.10, WASHOE COUNTY BOARD OF ADJUSTMENT, TO ADD A NEW SUBSECTION (J) TO PROVIDE GENERAL RULES REGARDING APPEALS OF ADMINISTRATIVE DECISIONS TO THE BOARD OF ADJUSTMENT AND OTHER MATTERS RELATING TO THE NEW APPEAL PROVISIONS AND BOARD MEMBERSHIP THAT IS NO LONGER APPLICABLE; SECTION 110.914.05, WASHOE COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT, AT SUBSECTION (F) TO PROVIDE FOR APPEALS OF A DECISION OF THE DIRECTOR; AND, SECTION 110.914.00, PURPOSE, AND SECTION 110.914.05, WASHOE COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT, TO CORRECT THE TERMINOLOGY OF THE PLANNING AND DEVELOPMENT DIVISION WITH THE ESTABLISHMENT OF THE COMMUNITY SERVICES DEPARTMENT OF DIVISION NINE, GENERAL PROVISIONS. RECOMMENDATIONS INCLUDE OTHER MATTERS PROPERLY RELATING**

**THERETO,”** be adopted, approved and published in accordance with NRS 244.100. The Ordinance was adopted with the finding that the Ordinance did not impose a direct and significant economic burden upon a business, nor did it directly restrict the formation, operation or expansion of a business. It was further moved to affirm the four findings of fact of the Washoe County Planning Commission on March 3, 2015 as recorded within Resolution 15-04 and as attached to the staff report for this item.

**15-0346      AGENDA ITEM 20 – ANIMAL SERVICES**

**Agenda Subject: “Second reading and adoption of an ordinance amending Washoe County Code Chapter 55 by adding provisions related to the managed care of feral cats and related definitions; and making changes to the definitions of “nuisance” and “owner” (Bill No. 1737). (All Commission Districts)”**

Jaime Dellera, Deputy County Clerk, read the title for Ordinance No. 1556, Bill No. 1737.

Chair Berkgigler stated several Board members received an email from a constituent who expressed concerns about a possible Open Meeting Law violation. She asked Paul Lipparelli, Legal Counsel, to respond to the allegation.

Mr. Lipparelli stated he had not seen the communication and was unsure about the specific allegation; however, he confirmed that the agenda was posted to the appropriate bulletin boards and published to the proper websites in a timely manner. He said he did not have any independent information about when the supporting materials for Agenda Item 20 were made available to the public, but he knew there was a requirement that the Ordinance be available to the Clerk prior to its consideration by the Board. He said perhaps the Board needed to confirm what time the materials were included to guard against any claims that there was an Open Meeting Law violation.

Chair Berkgigler stated the supporting materials were in her packet when she picked it up the morning of Thursday, April 23rd and she thought the Board had established the documents had been posted correctly.

Commissioner Herman wondered if there might be any liability issues for owners of feral cats. Bobby Smith, Animal Services Manager, stated feral cats typically did not have owners. He said the program sponsor, who was registered with Regional Animal Services, would provide caretakers who would be responsible for the animals in the colonies. Commissioner Herman wondered if there were concerns about the animals being outside due to the current drought conditions. Mr. Smith replied statistics showed the number of animals going into animal services had been reduced from approximately 10,000 or 12,000 to around 4,000, which was an indication the program was working.

On call for public comment Kim Jolly, Nevada Department of Wildlife, said she appreciated Animal Services for working with them on the Ordinance language.

On motion by Commissioner Jung, seconded by Commissioner Lucey, which motion duly carried, Chair Berkgigler ordered that Ordinance No. 1556, Bill No. 1737, entitled, "**AN ORDINANCE AMENDING THE WASHOE COUNTY CODE BY ADDING PROVISIONS RELATED TO THE MANAGED CARE OF FERAL CATS AND RELATED DEFINITIONS; AND MAKING CHANGES TO THE DEFINITIONS OF "NUISANCE" AND "OWNER"**", be adopted, approved and published in accordance with NRS 244.100.

**15-0347      AGENDA ITEM 17 – ANIMAL SERVICES**

**Agenda Subject: "Introduction and first reading 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; and if supported, set the public hearing for second reading and possible adoption of the ordinance. (All Commission Districts)"**

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

There was no public comment on this item.

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,"** was introduced by Commissioner Jung, and legal notice for final action of adoption was directed.

**15-0348      AGENDA ITEM 16 - 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. (All Commission Districts)"**

John Slaughter, County Manager, stated he was pleased to announce Assembly Bill 333 (AB333) regarding the merger of the County's two Fire Protection Districts had cleared its last hurdle and would be signed by the Governor soon. He said

Senate Bill 185 (SB185) regarding Automatic Aid had not cleared its first House; however, it was allowed an exemption to the deadline so it would continue to move forward in the legislative process. He said Senator Kieckhefer asked for weekly updates regarding fire related discussions between the County and the City of Reno. He said he thought Chair Berkbigler attended the hearing on Senate Bill 29 (SB29) regarding Home Rule in the Counties.

Chair Berkbigler confirmed she attended the hearing and stated the bill was passed by the Senate. She said she knew some Assembly members had some questions about the bill, but she felt it would pass.

Commissioner Lucey said he had been working to add language to Assembly Bill 25 (AB25) to redefine the duties and responsibilities of the Regional Planning Governing Board and the Regional Planning Commission. He said the intention was to remove the veto powers of those entities to allow the County to develop commercial and industrial land within its own boundaries. He said the proposed amendment encountered a lot of “push back” from the other entities and was removed by the Legislative Counsel Bureau (LCB) because they thought it was not germane to the bill as proposed. He thought it would be important to continue to discuss the issue and look for solutions to the problem.

Commissioner Jung asked if there was an update in regards to the Health District Board bill. Mr. Slaughter thought the bill was in the Senate and explained the strategy was to wait for it to work through the process and approach it from the other side of the legislature.

Commissioner Lucey commended the Legislative Team for their efforts.

Commissioner Hartung asked where Assembly Bill 94 (AB94), regarding sample ballots, was in the process. He wanted to know if it was ready for the Governor to sign. Mr. Slaughter replied he did not know if the bill had been delivered to the Governor, but he expected that it was on its way. Commissioner Hartung said the bill would be a great move forward for the State. Mr. Slaughter said the Governor’s Office had been notified that representatives from the County wanted to be there when the bill was signed.

Chair Berkbigler said she understood arrangements had been made to have a photo taken with the Governor when AB333 was signed. Mr. Slaughter confirmed that the request had been made.

There was no public comment or action on this item.

\* \* \* \* \*

\*\* Due to a request by Commissioner Hartung, Agenda Item 4 was reopened. Please see discussion under Agenda Item 4.

15-0349 AGENDA ITEM 23 – PUBLIC COMMENT

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

There was no response to the call for public comment.

\* \* \* \* \*

**3:37 p.m.** There being no further business to discuss, on motion by Commissioner Lucey, seconded by Commissioner Hartung, 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*

**AMENDMENT # 2 TO INTERLOCAL CONTRACT  
BETWEEN PUBLIC AGENCIES**

Between the State of Nevada  
Acting By and Through Its

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

and

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

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

A. This is the second amendment to the original interlocal contract, which continues ongoing forensic science services to the Gaming Control Board's Enforcement Division. This amendment extends the termination date from June 30, 2015 to June 30, 2017, increases the maximum amount from \$6,000 to \$9,000 due to the additional term, and adds Attachment AA as the scope of work. Attachment AA, attached hereto and incorporated herein by reference, replaces and supersedes Attachment A.

**Current Contract Language:**

3. **CONTRACT TERM.** This Contract shall be effective July 1, 2013, to June 30, 2015, unless sooner terminated by either party as set forth in this Contract.

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

7. **CONSIDERATION.** WASHOE COUNTY SHERIFF'S OFFICE, FORENSIC SCIENCE DIVISION agrees to provide the services set forth in paragraph (6) at a cost of \$1,500.00 per year, plus any requested crime scene services at \$250.00/investigator/hour (state the exact cost or hourly, daily, or weekly rate exclusive of travel or per diem expenses) with the total Contract or installments payable: upon receipt of invoice(s), not exceeding \$6,000.00. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

15-0330

Amended Contract Language:

3. CONTRACT TERM. This Contract shall be effective July 1, 2013, to June 30, 2017, unless sooner terminated by either party as set forth in this Contract.

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

7. CONSIDERATION. WASHOE COUNTY SHERIFF'S OFFICE, FORENSIC SCIENCE DIVISION agrees to provide the services set forth in paragraph (6) at a cost of \$1,500.00 per year, plus any requested crime scene services at \$250.00/investigator/hour (state the exact cost or hourly, daily, or weekly rate exclusive of travel or per diem expenses) with the total Contract or installments payable: upon receipt of invoice(s), not exceeding \$9,000.00. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

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

3. REQUIRED APPROVAL. This amendment to the original contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

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

Chris Allen 4/7/15  
Washoe County Sheriff Date

Sheri FF  
Title

Marta Ben-Hugly 4/26/15  
Chairman, Washoe County Board of County Commissioners Date

Chairman  
Title

Dorey L. Parent 4/28/15  
Washoe County Clerk Date

County Clerk  
Title

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Chief Administration Title

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature - Board of Examiners

APPROVED BY BOARD OF EXAMINERS

\_\_\_\_\_  
Approved as to form by:

On \_\_\_\_\_  
(Date)

\_\_\_\_\_  
Deputy Attorney General for Attorney General

On \_\_\_\_\_  
(Date)

ATTACHMENT AA  
SCOPE OF WORK

**OPTION B**  
**FY 15/16**

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

**Controlled Substances (Expected average turnaround time within 90 days)**

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
  - ✓ Up to 5 separate items can be submitted per case.
  - ✓ Evidence will be accepted in cases that are being actively prosecuted, needed for Grand Jury to support charges, to obtain a warrant, in an on-going investigation, or for officer safety.
- Only selected items from those submitted will be analyzed.
  - ✓ When substances likely to contain a Schedule I compound are submitted, one of each type of substance will be analyzed.
  - ✓ When a Schedule I compound is identified, substances likely to contain a compound in a lower schedule will not be analyzed.
  - ✓ Visually similar substances will be tested when the total net weight could substantiate a trafficking charge. This may be deferred until the case is set for District Court.
  - ✓ Residue and paraphernalia items only will be tested when no other controlled substance evidence exists.
  - ✓ Pharmaceutical preparations (tablets or capsules)
    - Identification of any controlled substance in one dosage unit when no other controlled substance evidence is present (except marijuana).
    - Visual examination only when a scheduled controlled substance is identified, as outlined above (except marijuana), or if consistent with prescription or over-the-counter preparations.

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

- Controlled Substances services NOT included, or restricted.
  - Quantitative or purity analysis
  - Analysis of the contents of syringes; unless extenuating circumstances exist as approved by the Laboratory Director
  - Analysis of non-controlled substances as poisons, clandestine laboratories chemicals, and various cutting agents.
  - Clandestine lab testimony

**Shoeprint and Tire Track Comparison (Expected average turnaround time within 90 days)**

**Firearms/Toolmark Examinations (Cases going to court and those needed for investigative purposes are being prioritized. After those, cases are being worked in reverse order (newest first))**

- Distance determination
- Comparative analysis (bullets, cartridge cases, toolmarks etc.)
- Weapon function test

- Serial number restoration

**Latent Print Processing (Expected average turnaround time within 90 days)**

- Appropriate chemical or powder processing of submitted items
- Development and submission of latent prints of value

**Latent Print Comparison (Expected average turnaround time within 30 days)**

- Evaluation of submitted prints- determination of value
- WIN/ABIS (Western Identification Network/Automated Biometric Identification System)
- Known subject comparison

**Primary Examination (Expected average turnaround time within 90 days)**

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

**DNA Analysis (Expected average turnaround time crimes v persons within 90 days)**

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

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

**Crime Scene Investigation (24/7 Response; Expected average time for evidence to be booked in is 10 days and release of scene reports is 30 days)**

Crime Scene Investigation can be provided for the following types of cases at a rate of \$250.00 per hour per investigator. Calls outside of the Reno area will always required a minimum of 2 investigators. The FIS Sergeant will determine the number of investigators needed based on the case information.

- Homicide
- Attempted homicide
- Officer involved shootings
- Questionable deaths with detective on scene
- Kidnapping
- Child abuse
- Sexual assault with substantial bodily injury or unknown suspect
- Battery with a deadly weapon with substantial bodily injury
- Armed robbery with substantial bodily injury
- Bank robbery with substantial bodily injury

- Robbery, strong armed, with substantial bodily injury
- Fatal traffic accidents when vehicular homicide is suspected
- Homicide autopsy

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

- \$25.00 per CD

**Note: The following services are provided by the Forensic Science Division but are not included as part of this contract as they are funded by other means.**

- The Breath Alcohol Program is funded by the State.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- DNA Analysis of Arrestee sample for the database. This is funded through an administrative assessment per NRS 176.0623.
- The IBIS/NIBIN (Integrated Ballistic Identification System/National Integrated Ballistic Information Network) (firearms database) is included for all agencies. This is not a service that is charged for.

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

**INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING  
AND SUPPRESSION PERSONNEL AND EQUIPMENT**

THIS INTERLOCAL AGREEMENT, hereinafter referred to as "Agreement", is made and entered by and between the County of Washoe, a political subdivision of the State of Nevada, on behalf of the Washoe County Sheriff's Office, 911 Parr Boulevard, Reno, NV 89512, hereinafter the "WCSO", the Truckee Meadows Fire Protection District, 1001 E. 9<sup>th</sup> St., Reno, NV 89520, hereinafter "TMFPD", and the North Lake Tahoe Fire Protection District, 866 Oriole Way, Incline Village, NV 89451, hereinafter the "NLTFPD". TMFPD, and NLTFPD, may be collectively referred to as the "Fire Districts." The parties to this agreement also may be referred to as "participating agency" or "participating agencies."

WHEREAS, each of the parties are public agencies and political subdivisions of the State of Nevada; and

WHEREAS, NRS 277.180(1) provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the contracting agencies is authorized by law to perform; and

WHEREAS, the WCSO owns and operates an HH1-H helicopter on which a water tank for fire suppression can be affixed, as well as two OH-58 helicopters which aircraft are suitable for use for aerial observation purposes; and

WHEREAS, the Fire Districts are responsible for wildland fire monitoring and suppression within their respective areas of unincorporated Washoe County; and

WHEREAS, aerial fire monitoring and suppression instituted by the Fire Districts can be done more cost-effectively using the aerial resources of the WCSO; and

WHEREAS, the parties desire that the WCSO respond for the purposes of aerial wildland fire monitoring and suppression for the Fire Districts, which response shall include such mutual training exercises as the parties to this Agreement shall agree are necessary to provide the level of service and margin of safety appropriate for such purposes; and

WHEREAS, the Fire Districts' respective lands all pose fire dangers at times and, therefore, the Fire Districts agree to participate in portions of the administration and costs of the duties and obligations to the WCSO as set forth in this Agreement;

NOW, THEREFORE, based on the foregoing premises and the following covenants, terms and conditions, the parties hereto do hereby agree as follows:

1. **TERM:** This Agreement shall commence upon acceptance by all parties and shall terminate on June 30, 2016.
2. **TERMINATION:** Any party may terminate this Agreement without cause, solely as to its duty and obligation hereunder, upon 90 days written notice to all other parties. Any party may terminate this Agreement for cause, solely as to its duty and obligation hereunder, after 30 days

INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING  
AND SUPPRESSION PERSONNEL AND EQUIPMENT

15-0332

written notice to the defaulting party (ies) only if the defaulting party (ies) fails to cure the default within those 30 days. The notice shall specify the cause alleged as the basis for said termination. In the event any party terminates this Agreement for cause, the Agreement shall remain in force and effect with other parties who have not taken action to terminate.

**3. AGREEMENT AS TO PERSONNEL AND EQUIPMENT AND OPERATING PROTOCOLS AND PROCEDURES:**

*A. Aircraft and Equipment:*

1. The WCSO shall provide, when requested, the FIRE DISTRICTS a helicopter, and possibly other aircraft, if made available by WCSO, (hereinafter collectively referred to as "helicopter") for the use of FIRE DISTRICTS for monitoring and fire suppression purposes during fire season. For purposes, of this Agreement, "fire season" shall be defined as commencing as of April 1 and ending as of October 31 during the applicable calendar year. Except as specifically otherwise provided in this Agreement, the duties and obligations of FIRE DISTRICTS and WCSO in regard to said Aircraft and Equipment only apply during the fire season as so defined. WCSO as owner of helicopter and shall maintain the helicopter to standards applicable to the allowed uses established by this Agreement, including standards referenced herein, and assure its availability to the Fire Districts during the Fire Season.
2. The helicopter provided shall be configured as follows:
  - a. A Type 2 helicopter, which aircraft shall be configured to meet ICS 420-1 minimum standards for a Type 2 helicopter, including but not limited to:
    - 10 seats, including pilot;
    - 2,500 pound card weight capacity; and
    - 300 gallons of water capacity.
  - b. Include a fixed water tank capable of two (2) drops per sortie and equipped with a self-filling snorkel device.
3. The helicopter and any other aircraft provided pursuant to this Agreement shall be equipped, maintained and operated under all applicable Federal Aviation Agency (FAA) regulations.
4. The helicopter provided pursuant to this Agreement shall be operated, maintained and secured within the guidelines of the Federal Excess Personal Property (FEPP) Program and its sponsors, the United States Forest Service, hereinafter referred to as the "USFS" and the Bureau of Land Management, hereinafter referred to as the "BLM."
5. The WCSO shall provide pilots for any helicopter and all other aircraft provided pursuant to the terms of this Agreement and shall be responsibly to assure that such pilots have proper training and adequate supervision to accomplish the allowed uses established by this Agreement.

6. All pilots provided by the WCSO shall have current commercial licenses. For firefighting missions that involve federal lands, the pilots shall also have current permits and approvals (carding) from USFS and BLM for firefighting missions.

7. The WCSO shall notify FIRE DISTRICTS of the schedule for inspections of any of the helicopter, including other aircraft made available, as provided by the WCSO to the FIRE DISTRICTS during the term of this Agreement and allow each FIRE DISTRICTS representative to attend the card review procedures. This inspection is for informational purposes and does not impose any form of duty or liability on Fire Districts to ascertain fitness for purpose or to confirm adequate maintenance has been performed.

8. The WCSO shall also supply necessary supporting equipment for the helicopter, including but not limited to, an approved fuel-servicing vehicle sufficient to sustain eight (8) hours of helicopter flight under firefighting conditions. The fuel-servicing vehicle shall be inspected by the FIRE DISTRICTS and WCSO shall comply with all fire, vehicle and other applicable codes related thereto. This inspection is for informational purposes and does not impose any form of duty or liability on Fire Districts to ascertain fitness for purpose or to confirm adequate maintenance has been performed.

9. Any helicopter supplied pursuant to this Agreement shall be operated in accordance with the "Interagency Helicopter Operations Guide" (IHOG).

10. The FIRE DISTRICT that requests use of Helicopter shall provide a helicopter manager, either a FIRE DISTRICTS employee or through a cooperative agreement with another agency, anytime a helicopter is requested from the WCSO under the terms of this Agreement. If the requesting FIRE DISTRICT is unable to provide a helicopter manager, the WCSO shall provide one. The cost for the helicopter Manager, if provided by WCSO, shall be borne by FIRE DISTRICT.

#### *B. Operations*

1. The FIRE DISTRICTS shall appoint a designated helicopter manager for all operations for which a helicopter is requested pursuant to this Agreement. If no FIRE DISTRICT helicopter manager is available for response, the WCSO shall provide the helicopter manager. The helicopter manager shall be responsible for the administrative and tactical functions of the aircraft. Although the FIRE DISTRICTS may select a helicopter manager based on its own selection criteria, the FIRE DISTRICTS will consult with the WCSO regarding the Selection.

2. The helicopters subject to this Agreement will be based at the Reno-Stead Airport. The FIRE DISTRICTS may, at its, option designate alternate bases for temporary operation. The FIRE DISTRICTS shall be responsible for the cost of flight time to and from the alternate base so designated.

3. The FIRE DISTRICTS may have interagency and cooperative-agreements with other local, state and federal agencies and may dispatch the helicopter to supply automatic  
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and mutual aid pursuant to contracts with those agencies. The WCSO consents to the use by the FIRE DISTRICTS of the WCSO personnel and equipment designated in this Agreement pursuant to those agreements for wildland fire monitoring and suppression activities within the County of Washoe. Operations for such purposes outside of Washoe County may not be undertaken without the prior approval by the WCSO Assistant Sheriff of Operations - or a higher member of the WCSO Command Staff – which approval or denial shall be at the sole discretion of the WCSO. In any event such operations shall not exceed twenty (20) nautical miles beyond the Washoe County boundary lines.

4. In the event that a WCSO helicopter is not available for a response to a FIRE DISTRICTS' request for a fire monitoring or suppression mission due to being utilized by a another agency for fire monitoring or suppression, it will be the responsibility of the FIRE DISTRICTS and the Incident Commander of the fire in which the helicopter is already working, to determine which fire should receive priority for air support.

5. Further operational and related details concerning the parties' performance under this Agreement in regard to said Aircraft and Equipment are set forth in the parties' Aviation Fire Suppression Program Operational Plan 2010 ("Operating Plan") executed contemporaneously herewith. The terms and conditions of this Agreement shall govern and resolve any conflicts between the Operating Plan and this Agreement.

*C. Availability As follows:*

1. During the Fire Season and during the duration of this Agreement the helicopter shall be available:

- a. Immediate Response: The helicopter shall be available for immediate response during designated "Red Flag" days. "Red Flag" days shall be defined as those days that the National Weather Service has issued a "Red Flag" warning for any area under the FIRE DISTRICTS' responsibility. For the purposes of this Agreement, the phrase "immediate response" shall mean the helicopter is in flight within fifteen (15) minutes of receipt of the contact by the WCSO from the FIRE DISTRICTS requesting such equipment's dispatch.
- b. Standby Time: The helicopter will be available four (4) days per week, ten (10) hours per day. The duty hours will be coordinated with the FIRE DISTRICTS to maximize coverage for the critical burn hours. Sunset will be taken into consideration for operational hours as the WCSO will not be qualified to fight fires at night during the period of this Agreement. The "designated days" of the week will be at the discretion of the WCSO. The response time shall be no more than thirty (30) minutes from notification of the WCSO by the FIRE DISTRICTS requesting such dispatch. For "Red Flag" days that fall outside of a designated four (4) day work week, the WCSO shall staff the helicopter for immediate response if requested and for an additional cost as hereinafter set forth.

- c. The helicopter may be made available each day for recall for hours that fall outside of the WCSO's designated work week hours. This recall status will be available for an additional cost. For the purposes of this Agreement, "recall" shall mean the pilot is being recalled from an off-duty status and will respond to the hanger. The helicopter will be staffed and in flight within one (1) hour of notification of the designated recall pilot.
  - d. Time Schedules: The FIRE DISTRICTS and the WCSO, in cooperation with the other involved fire departments and districts will meet and mutually agree on duty hours prior to the start of the fire season.
2. The WCSO shall provide immediate notification to the FIRE DISTRICTS' Chief of Operations of any inability of the WCSO to provide the designated personnel and equipment pursuant to the terms and conditions of this Agreement.
  3. The WCSO shall provide all necessary support for continuous, uninterrupted operation of the helicopter whenever required pursuant to the terms of this Agreement. This support shall include, but not be limited to, a staffed fuel truck and other services as required.
  4. The WCSO may, at its sole discretion, when so requested by the FIRE DISTRICTS, make an additional helicopter (OH-58) available to the FIRE DISTRICTS for aerial observation. Such additional aircraft is subject to the immediate direction of the WCSO. The FIRE DISTRICTS may, at their discretion, request such additional aircraft on a call-when-needed basis when the FIRE DISTRICTS' incident commanders request additional firefighting resources. The FIRE DISTRICTS shall reimburse the WCSO for such call-when-needed aircraft in accordance with the terms of this Agreement. A qualified helicopter manager will be assigned to call-when-needed aircraft when available, but shall not delay a response.
  5. When the FIRE DISTRICTS request the availability of an observation helicopter and it is made available by the WCSO, the FIRE DISTRICTS acknowledges that such OH-58 helicopters operated by the WCSO are not and will not be "carded" by the USFS or the BLM and therefore its costs do not qualify for reimbursement by FEMA.
  6. Except as provided in Section 3 of this Agreement, in the event that other agencies request the use of the WCSO'S aircraft, the use of those aircraft shall be governed by the terms of use established by the WCSO with those agencies.

#### *D. Training*

1. All pilots assigned to aircraft under this Agreement shall be trained in the policies, frequency plans and special safety issues of the FIRE DISTRICTS and Federal firefighting aviation assets. This knowledge may, in the alternative, be gained by attending NDF/USFS/BLM Aviation safety meetings, pre-season inter-agency operations meetings and other such opportunities. The FIRE DISTRICTS shall make

such opportunities available to the WCSO's pilots at no charge, cost or fees for such attendance and participation.

2. WCSO shall train the helicopter manager in the duties and responsibilities of the crew chief at no additional charge, cost or fee for such training other than assessment of the charges and fees designated for use of the WCSO personnel and equipment for such training and operational usage by the FIRE DISTRICTS of such personnel and equipment.
3. The WCSO'S Aviation Unit manager or his designee and all pilots (based upon availability) assigned to aircraft under this Agreement shall attend a FIRE DISTRICTS' approved pre-season workshop.
4. The WCSO shall make its helicopters reasonably available, at the agreed hourly flight rate, for firefighting coordination training of flying crews and helicopter managers.

*E. Communications:*

1. A morning report shall be transmitted to the on-duty Battalion Chiefs for the FIRE DISTRICTS as well as the Incline, and Minden Dispatch centers within 30 minutes of commencement of daily operations.
2. This report shall include:
  - Status of RAVEN 3 (HH-1H, Huey)
  - Response posture, immediate or stand-by
  - Pilot name
  - Special status changes; i.e., location if not Reno-Stead Airport
  - Other available helicopters
  - Name of Helicopter Manager
3. The helicopter manager or the pilot shall ensure the following minimum information is obtained before liftoff on a fire mission:
  - Location and name of incident (Latitude and Longitude if available)
  - Command radio frequency
  - ICS ground contact
  - Call-up frequency if different from command frequency
  - Air-to-air frequency if other aircraft are operating
4. At the FIRE DISTRICTS' request, the WCSO personnel who participate in a response will attend any FIRE DISTRICTS' meetings to discuss the response to the incident subject to said attendance occurring during such personnel's regular duties days and hours.

*F. Funding and Reimbursement:*

1. As and for advance funding for the availability during a fire season of designated WCSO equipment and personnel at times constituting the WCSO's designated work week and hours, the FIRE DISTRICTS will provide advance funding to the WCSO as follows:

- a. The TMFPD shall provide to the WCSO \$65,000 within 30 days of acceptance by all parties to this Agreement.
- b. The NLTFPD shall provide to the WCSO \$10,000 within 30 days of acceptance by all parties to this Agreement.

The purpose of the advance funding by each of the FIRE DISTRICTS is to ensure the ability of each district to request a WCSO helicopter for wildland fire monitoring and/or suppression pursuant to the terms of this Agreement. The advance funding shall be utilized at the discretion of the WCSO in its sole and absolute discretion.

2. Reimbursement for Flight Time: The FIRE DISTRICTS do not guarantee a maximum or minimum number of flight hours that may be utilized for training and the monitoring and suppression of wildland fires during the term of this Agreement, such usage being subject to the nature and extent of such incident during the term of this Agreement. When the aircraft of the WCSO covered by this Agreement are operating at the request of a FIRE DISTRICT, that FIRE DISTRICT is solely responsible to reimburse the WCSO as follows:

- \$1,190 per flight hour for the HH-1H Huey helicopter. Flight time shall be accrued and reimbursed in tenths of an hour based upon a battery-activated hour meter and shall include fuel.
- \$525 per flight hour for the OH-58 helicopter. Flight time shall be accrued and reimbursed in tenths of an hour based upon a battery-activated hour meter and shall include fuel.

3. Personnel Surcharges: Anytime a WCSO pilot is operating on behalf of a FIRE DISTRICT, or is requested by the FIRE DISTRICTS to be available for an immediate response or to be on standby, outside of the WCSO designated work week hours, the FIRE DISTRICTS shall pay a surcharge.

- a. A request to be available for immediate response shall generate a surcharge of \$100 per hour (\$152 per hour on a holiday) to be paid to the WCSO by the FIRE DISTRICTS. The requesting FIRE DISTRICT shall pay \$100 per hour of this surcharge. The remaining quarter shall be paid by the Washoe County Fire Suppression Budget. Holidays will be defined in accordance with the Washoe County Deputies Association contract with the County.

- b. When WCSO personnel operate aircraft at the request of a FIRE DISTRICT, then that FIRE DISTRICT is solely responsible for the surcharge of \$100 per hour (\$152 per hour on a holiday). Holidays will be defined in accordance with the Washoe County Deputies Association contract with the County.
- c. When any one or more of the FIRE DISTRICTS request the WCSO to guarantee availability of a pilot at times outside of the WCSO's designated work week hours (i.e, "immediate availability" not desired but rather on "standby" with a pager, e.g.), the FIRE DISTRICTS shall pay to the WCSO a surcharge of \$9.25 per hour per person (\$14.00 on a holiday). This surcharge is mandated in accordance with Washoe County Deputies Association contract with the WCSO, specifically ¼ hour pay per hour of "stand-by time." The FIRE DISTRICTS must notify the WCSO Aviation Unit manager 8 hours prior to the desired recall period to determine pilot availability and provide proper prior notice and crew rest to the designated pilot. The FIRE DISTRICTS shall each pay ½ of this surcharge. The remaining quarter is to be paid by the Washoe County Fire Suppression Budget. When said pilot is then requested for immediate availability, or requested to operate aircraft, then this standby status is terminated along with this surcharge and the surcharge rate in paragraph 3.F.3.b immediately above applies.
- d. The FIRE DISTRICTS may request a pilot to respond outside of the WCSO's designated work week hours but without designating a pilot for standby; however the WCSO will not guarantee a response in such event.
- e. If a fuel truck is requested by a FIRE DISTRICT to respond to a fire, the requesting FIRE DISTRICT is solely responsible for and shall pay \$37 per hour (\$55 per hour on a holiday) for the driver. The requesting FIRE DISTRICT shall pay – in addition - \$1.00 per mile from the Reno-Stead Airport to and from any staging area. For any training activities provided to the FIRE DISTRICTS in which the fuel truck is requested, the rates in this paragraph apply and shall be equally shared by the FIRE DISTRICTS participating in the training. These rates include fuel.
- f. If the requesting FIRE DISTRICT is unable to provide a helicopter manager and WCSO provides one, the requesting FIRE DISTRICT shall pay \$37 per hour (\$55 on a holiday) for the helicopter manager.
- g. The WCSO Aviation Unit Manager or his designee shall prepare, during each month during the term of this Agreement when a reimbursement is due, a month-end invoice detailing services rendered and the associated costs in accordance with this Agreement. A copy of any backup documentation will be provided to the FIRE DISTRICTS when requested of the WCSO Finance Liaison Officer.

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- h. The FIRE DISTRICTS shall remit to the WCSO full payment within 30 days of receipt of the invoice, which payment shall be by a check made out to the Washoe County Sheriff's Office, RAVEN program.

4. **ADMINISTRATION:** The FIRE DISTRICTS' Chiefs and the Washoe County Sheriff shall be responsible for the administration of this Agreement. Each party to this Agreement represents to the other that it has sufficient resources and/or other agreements to perform the covenants, terms and conditions set-forth hereunder. The terms of this Agreement may be modified only by written agreement of the parties hereto.

5. **EMPLOYMENT STATUS:** The WCSO and the FIRE DISTRICTS individually shall, during the entire term of this Agreement, be construed to be independent contractors and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship between employees of any of the parties hereto. Except as expressly provided in this Agreement, the WCSO shall be responsible for management of and costs associated with the WCSO employees, and the FIRE DISTRICTS shall be responsible for management of and the costs associated with the FIRE DISTRICTS' employees.

6. **ENTIRE AGREEMENT & SEVERABILITY:** This Agreement contains all of the commitments and agreements of the parties. Oral and written commitments not contained herein shall be of no force or effect to alter any term of this Agreement. In the event any one or more of the terms, sentences, paragraphs, or provisions contained herein shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other terms, sentences, paragraphs or provisions, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

8. **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 other party, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable regulations and statutes.

*B. Inspection & Audit.*

Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation

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related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the other party, the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

*C. Period of Retention.*

All books, records, reports, and statements relevant to this Agreement must be retained by each party for a minimum of three years and for five years if any federal funds are used in this Agreement. The retention period runs from the date of termination of this Agreement. 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.

**9. LIABILITY OF PARTICIPATING AGENCIES**

- A. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, each participating agency agrees to indemnify, hold harmless and defend the other participating agencies, their officers, employees and agents 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 act or omissions of the participating agency, its officers, employees and agents arising out of the performance of this Agreement. Each agency may assert all available defenses, including but not limited to the defense of sovereign immunity as appropriate in all cases. Each agency's obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035.
- B. Each participating agency shall be responsible for, and the other agencies shall have no obligations with respect to the following:
  - 1. Withholding income taxes, FICA or any other taxes or fees
  - 2. Industrial insurance
  - 3. Participation in any group insurance plans available to employees
  - 4. Participation or contribution by either the employing agency or the participating agencies to the Public Employees Retirement System
  - 5. Accumulation of vacation leave or sick leave
  - 6. Unemployment compensation coverage provided by the participating agencies
- C. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, participating agencies shall indemnify and hold other participating agencies harmless from liability for damages, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. The employing agency's employees, agents, or representatives shall not be considered employees, agents or representatives of other participating agencies. Each agency will assert the defense of

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sovereign immunity as appropriate in all cases. Each agency's obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035.

D. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, participating agencies shall indemnify and hold other participating agencies harmless for damage, or from liability for damages, resulting from the use of another agencies' equipment or vehicle while acting in official capacity in furtherance of this agreement. This excludes liability for damages arising from mechanical or other defects with the equipment or vehicles, for which the owning agency shall be responsible. Each agency will assert the defense of sovereign immunity as appropriate in all cases. Each agency's obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035.

10. **WORKERS' COMPENSATION.** For the limited purpose of the exclusive remedy set forth in NRS 616A.020, all parties shall be deemed to employ jointly a person who is an employee of either party and sustains an injury by accident or occupational disease while participating in the matter for which assistance was requested. However, for the purpose of providing insurance benefits pursuant to NRS 616A through NRS 616D and NRS 617 each party shall provide such benefits to its own employees at its own expense. The parties waive any indemnification provision with respect to such industrial injuries or occupational diseases.

11. **GOVERNING LAW; JURISDICTION.** This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Second Judicial District Court of the State of Nevada for interpretation and enforcement of this Agreement.

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

IN WITNESS THEREOF, the parties hereto have approved this Agreement and have caused this Agreement to be executed by their respective officers on the date next to the signatures.

WASHOE COUNTY  
BOARD OF COUNTY COMMISSIONERS

By: Marsha Berkbigler  
Marsha Berkbigler, Chair

Date: April 28, 2015

SEAL OF WASHOE COUNTY  
ATTEST:  
Lancy L. Parent  
County Clerk

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AND SUPPRESSION PERSONNEL AND EQUIPMENT

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT  
BOARD OF FIRE COMMISSIONERS

By: Marsha Berkgigler  
Marsha Berkgigler, Chair

Date: April 21, 2015



ATTEST:  
Nancy L. Paust  
County Clerk

NORTH LAKE TAHOE FIRE PROTECTION DISTRICT  
FIRE CHIEF

By: \_\_\_\_\_  
Michael Brown

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Administrative Clerk

**INTERLOCAL AGREEMENT BETWEEN  
WASHOE COUNTY ON BEHALF OF  
THE WASHOE COUNTY SHERIFF'S OFFICE  
AND  
THE TRUCKEE MEADOWS FIRE PROTECTION DISTRICT  
FOR THE TESTING AND TRAINING CONNECTED TO SELF-CONTAINED  
BREATHING APPARATUS (SCBA) EQUIPMENT**

This Agreement is executed and entered into this 21st day of April, 2015, by and between the Truckee Meadows Fire Protection District (hereafter referred to as "TMFPD"), and Washoe County, for and on behalf of the Washoe County Sheriff's Office (hereafter referred to as "WCSO").

**RECITALS**

WHEREAS, WCSO, and TMFPD are authorized under NRS 277.180 to contract with any one or more public agencies to perform any government service, activity or undertaking which any of the public agencies entering into the Agreement is authorized by law to perform;

WHEREAS, TMFPD requires equipment to ensure National Fire Protection Association (hereafter referred to as "NFPA") compliance for SCBA testing to perform its public safety duties;

WHEREAS, WCSO possesses SCBA testing equipment resources and has agreed to make such equipment available to the TMFPD;

WHEREAS, TMFPD has the training, knowledge and qualifications to conduct SCBA fit testing;

WHEREAS, WCSO has the need for such SCBA fit testing to occur annually;

WHEREAS, it is deemed that the equipment of WCSO and the Qualifications of TMFPD hereinafter set forth are necessary for both parties and the public.

NOW, THEREFORE, based upon the foregoing recitals which are incorporated by reference, the parties mutually agree as follows:

1. **EFFECTIVE DATE.** This Agreement shall be effective April 21, 2015.
2. **TERM OF AGREEMENT.** This Agreement shall continue for two (2) years from the effective date of this Agreement, and shall automatically extend for one (1) additional year term on the same terms and conditions contained in this Agreement, provided neither party is in default at the time of renewal, or the Agreement is not otherwise terminated pursuant to Section 3.

15-0333

3. **TERMINATION.** This Agreement may be terminated by either party with 120 (120) days written notice to the other party delivered to the address set forth in the Notice Section set forth below.
4. **MODIFICATION OF AGREEMENT.** The parties may mutually agree to modify the terms of this Agreement. Such modification must be in writing and signed by all parties with the proper authorization and authority.
  - a. If either party determines that a revision to the Agreement is required, the other party will be notified in writing of the requested change/revision.
  - b. Both parties will be responsible for contacting its respective legal departments for review and revisions and to prepare the appropriate document to make the requested changes to the Agreement.
  - d. Both parties will be responsible for providing the proposed revisions in the Agreement to their legal counsel.
  - e. When both parties and their counsel have agreed to the recommended changes, then each party will obtain the necessary approvals and signatures from their board and provide the finalized document to the other party for appropriate approval and signature.
5. **NOTICE.** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by 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 herein as:

Truckee Meadows Fire Protection District  
Attn: Fire Chief  
PO Box 11130  
Reno, Nevada 89520

Washoe County Sheriff's Office  
Attn: Sheriff  
911 Parr Blvd  
Reno, Nevada 89512

6. **DUTIES AND RESPONSIBILITIES OF WCSO.** The following is a description of the duties of WCSO in accordance with the terms of this Agreement. WCSO agrees to the following duties and responsibilities in addition to any additional requirements set forth in this Agreement.
  - a. Any required repair, testing, shipping or replacement costs of the WCSO PosiCheck and WCSO fit testing machine.

- b. Any repair, testing or replacement costs for SCBA packs, components, parts and masks.
- c. Delivery and pick up of the SCBA packs and masks for testing purposes.
- d. One file cabinet with four drawers.
- e. One lap top computer to support the testing system.
- f. Provide one color printer and printer cartridges for record keeping.
- g. Any repair, hydrostatic testing, or replacement of SCBA cylinders.
- h. Ensure WCSO staff is compliant with NFPA, OSHA and manufacturer standards.
- i. Maintain all inspection records for FIT Testing.
- j. Provide lap top and fit testing equipment to test WCSO employees.

7. **DUTIES AND RESPONSIBILITIES OF TMFPD.** The following is a description of the duties of TMFPD in accordance with the terms of this Agreement. TMFPD agrees to the following duties and responsibilities in addition to other requirements as set forth in this Agreement.

- a. Inspect and repair all WCSO SCBA on an annual basis, adhering to NFPA and Occupational Safety and Health Administration (hereafter referred to as "OSHA") standards.
- b. Notify the WCSO of any identified issues or concerns connected to the testing equipment, SCBA bottles or any support equipment.
- c. Provide training material to WCSO staff as it relates to SCBA inspection, to include NFPA standards, OSHA requirements and directives of the SCBA manufacturer.
- d. Assist WCSO staff with compliance of NFPA, OSHA and manufacturer standards.
- e. Upon request conduct SCBA mask fit testing for WCSO employees
- f. Maintain all inspection records for SCBA Equipment

8. **COST OF SERVICES.** Each agency agrees to the following terms of this agreement.

- a. Upon request TMFPD agrees to inspect and repair SCBA equipment at no labor cost to WCSO. All parts for repair will be purchased by WCSO
- b. WCSO agrees to pay TMFPD for Fit Testing, not to exceed \$45.00 per hour straight time or \$63.00 per hour for overtime.
  - i. Compensation shall be at a minimum of 2 hours per person and may be pro-rated for each quarter (15 minutes) for time less than one full hour after that.
- c. WCSO shall tender payment to TMFPD within 30 days of receipt of invoices.

9. **RECORD MAINTENANCE.** TMFPD agrees to keep and maintain full, true and complete records, contracts, books and documents as are necessary to fully disclose to the WCSO, State or United States Government, or their authorized

representatives, upon audits or reviews, sufficient information to determine compliance with all WCSO, state and federal regulations and statutes. The period of retention shall be set forth by both parties, dictated by policies and procedures. These records will also include, but are not limited to, testing records, training logs, repairs records, invoices and various statistical data relative to the user agency's daily and annual operations.

10. **LIMITED LIABILITY.** Without waiving any defenses or limitations set forth in NRS Chapter 41, the parties agree that each will be responsible for any liability, damages or loss that may be incurred as a result of any claim, demand, cost or judgment made against that party arising from an intentional, reckless, negligent act or negligent failure to act by any of that party's employees, agents, servants in connection with work or responsibility performed pursuant to this Agreement.

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 Agreement damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

11. **INDEMNIFICATION.** Pursuant to Nevada Revised Statutes, Chapter 41, and without waiving any provisions thereof, the parties hereto agree to hold harmless, indemnify and defend each other from and against any and all losses, liabilities or expenses of any nature resulting from any claim for injury to the person or property of another as a result of any negligent, reckless or intentional act on the part of their respective employees, agents or servants. Neither party waives any right or defense to indemnification that may exist in law or equity.
12. **INSURANCE.** The parties to this Agreement shall procure and maintain, during the term of this Agreement, General Liability Insurance or provide for their respective financial obligations through a program of self-insurance in compliance with the Nevada Revised Statutes Chapter 41.
13. **INDEPENDENT PUBLIC AGENCIES.** The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. With respect to the performance of services pursuant to this Agreement, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Agreement. WCSO shall have the sole right to supervise, manage, operate, control and direct performance of the details incident to its duties and personnel herein. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of any 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 parties.

14. **USE OF EQUIPMENT.** All equipment and maintenance of equipment located with TMFPD, as defined in this agreement, shall remain the property of the WCSO.
15. **INSPECTION AND AUDIT.** Either Participating Agency shall have the right to conduct a performance audit of the equipment at the expense of the WCSO. The other participating Agency shall cooperate in the conduct of such a performance audit.
16. **BREACH; REMEDIES.** Failure of either party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs.
17. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of this Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
18. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without 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 Agreement after the intervening cause ceases.
19. **SEVERABILITY.** If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement 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 Agreement unenforceable.
20. **ASSIGNMENT.** Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.
21. **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.

22. **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 Agreement.
23. **PROPER AUTHORITY:** The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to perform the services set forth in this Agreement.
24. **GOVERNING LAW; JURISDICTION.** This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts in the Second Judicial District for enforcement and construction of this Agreement.
25. **PRIOR AGREEMENTS.** This Agreement supersedes any prior agreement for such services and the prior agreement is thereby terminated as of the date this Agreement becomes effective.
26. **ENTIRE AGREEMENT AND MODIFICATION.** This Agreement constitutes 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 Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.
27. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.
28. **THIRD PARTY BENEFICIARY RIGHTS.** This Agreement is not intended to and does not create any third party beneficiary rights in any person not a party to this Agreement.

The parties have caused this **Interlocal Agreement between Washoe County on behalf of the WCSO and TMFPD for the Testing and Training Connected to Self-Contained Breathing Apparatus Equipment to be duly executed this 21st day of April, 2015.**

**WASHOE COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**TRUCKEE MEADOWS FIRE  
PROTECTION DISTRICT**

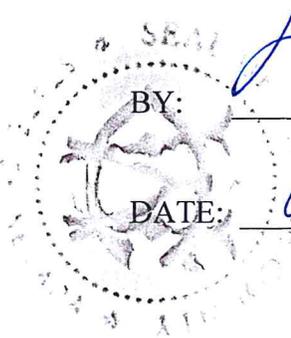
BY: Marsha Berkgigler  
Marsha Berkgigler, Chair

BY: Marsha Berkgigler  
Marsha Berkgigler, Chair

DATE: April 28, 2015

DATE: April 21, 2015

**ATTEST:**



BY: Jancy L. Parent, County Clerk

DATE: April 28, 2015

**RESOLUTION  
AND DECISION OF INTENT TO AMEND SUBLEASE AGREEMENT**

A RESOLUTION DECLARING WASHOE COUNTY'S INTENT AND DECISION TO AMEND A SUBLEASE AGREEMENT FOR A PORTION OF THE SIERRA VIEW LIBRARY SPACE LOCATED AT 4001 SOUTH VIRGINIA STREET, TO THE FRIENDS OF WASHOE COUNTY LIBRARY AS AUTHORIZED WITHIN NRS 244.2835; AND OTHER MATTERS PROPERLY RELATED THERETO.

WHEREAS, Washoe County leases a portion of real property located at 4001 South Virginia Street, Washoe County, Nevada (the Sierra View Library) under that certain Master lease agreement dated June 15, 2011; and

WHEREAS, the Friends of Washoe County Library has requested and applied to lease a portion of the Sierra View Library, to enable it to better provide partner services to Washoe County residents and community; and

WHEREAS, Nevada Revised Statutes 244.2835 authorizes the Washoe County Board of Commissioners to lease to qualified non-profit corporations that are recognized as exempt under Section 501 (c) (3) of the Internal Revenue Code, when they provide to the residents of the County a service that the County would otherwise be required to expend money to provide; and

WHEREAS, the Board may lease under such terms and for such an amount of rent that the Board determines is reasonable based upon the costs and benefits to the County such as a consideration of the amount the lessee is able to pay, whether the real property will be used by the lessee to perform a service of value to members of the general public, whether the service to be performed on the real property will be of assistance to any agency of the County, and the expenses, if any, that the County is likely to incur to lease real property pursuant to this section in comparison to other potential uses of the real property; and

WHEREAS, it is recommended by the Director of Community Services that the lease rate for the proposed 6,030 square feet of space to be subleased be amended to zero dollars and zero cents (\$0.00) per square foot for the remainder of the term of the existing lease between the Lessor and Lessee; and

15-0337

WHEREAS, Washoe County will schedule this proposed Resolution and Decision of Intent to Amend Sublease Agreement at its next scheduled meeting on May 12, 2015 to allow for any comments to this action and confirmation of decision as required within NRS 244.2835; and, now, therefore, be it

RESOLVED, That pursuant to NRS 244.2835, Washoe County has the authority to sublease said real property to The Friends of Washoe County Library without offering said real property to the public; and that the Washoe County Board of Commissioners must determine the rental amount for said real property under NRS 244.2835(2) and hereby determines that the rental amount for this space will be zero dollars and zero cents (\$0.00) per square foot as recommended by the Director of Community Services; and that the Washoe County Board of Commissioners will discuss this on the May 12, 2015 agenda to allow for any objections to this real property action; and that the County Clerk is directed to publish this notice as required in NRS 244; and that upon approval by the Washoe County Board of Commissioners at its regularly scheduled meeting and upon further satisfaction of all terms and conditions of the amended sublease agreement to be performed concurrently with the delivery, the Chairman shall be authorized to execute said the amended sublease agreement on behalf of Washoe County and to deliver it to Lessee.

ADOPTED this 28<sup>th</sup> day of April, 2015

  
\_\_\_\_\_  
Marsha Berkgigler, Chair

ATTEST:

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

