

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

TUESDAY

10:00 A.M.

MAY 24, 2016

PRESENT:

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

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

The Washoe County Board of Commissioners convened at 10:00 a.m. in regular session in the Commission Chambers of the Washoe County Administration Complex, 1001 East Ninth Street, Reno, Nevada. Following the Pledge of Allegiance to the flag of our Country, the Clerk called the roll and the Board conducted the following business:

Joey Orduna Hastings, Assistant County Manager, announced Commissioner Hartung was attending the Northern Nevada Law Enforcement Academy graduation.

Chair Jung stated Joey Orduna Hastings, Assistant County Manager, would be conducting the meeting, at the request of Commissioner Lucey, as a way to bid her a final farewell.

**16-0430      AGENDA ITEM 3 Public Comment.**

The following individuals spoke regarding their opposition to the location and possible relocation of the medical marijuana establishment (MME) in Washoe Valley: Darrel Hallmark, John Alred, Maureen Collins, Patricia Casagrande, Jay Collins, Douglas Studwell Junior, Thomas Tizzano, Marianne Tizzano, Marylin Naylor, William Naylor, Valdar Wilt, Susan Strandberg, Susan Kennedy, Liz Gonzalez and Linda Harrison. Informational documents, including a petition against the proposed relocation of the MME, were received from John Aldred, Maureen Collins, Jay Collins and Marilyn Naylor.

The above individuals' concerns included: The public not being consulted, the location in regards to residential areas and a school, the size of the proposed location which would allow for a larger facility, the possible size of the facility, an increased crime rate, the negative impact to property values, the possibility of being known as Pot Valley, the number of MMEs allocated to the unincorporated County which was at a

higher ratio in terms of population, increased traffic, the possible negative effects if recreational marijuana was legalized, the amount of water necessary to sustain marijuana growing facilities, the lack of notification to residents about Agenda Item 24, the safety of the people who biked in the area, not knowing who conducted the impact study and not having access to the study, the proximity of the MME to a childcare facility, various security issues, and how an MME was not a suitable business for the area.

Pat Hausman spoke about the personal care she received from Barney Bell and Darren Menetti at the Washoe County Golf Course. She asked the Board to think about Mr. Bell and Mr. Menetti.

Bonnie Foard stated she served as the liaison for the Reno Women's Golf Club's Board of Directors. She wanted the Board of Commissioners to retain and finalize Barney Bell's and Darren Menetti's contract to manage the Washoe County Golf Course. She said they were two honest and knowledgeable people who knew how to successfully manage a golf course.

Dr. Tom Kubistant said he was a golf business writer. He spoke about the importance of continuity for the survival of a golf course operation. He added the Washoe County Golf Course management team had earned the respect of the community, and they had been as efficient and profitable as they could be. He said from a business perspective, no golf management team could have done a better job since there was a deficiency in the setup of the business. He mentioned the golf course's maintenance department was not accountable to the Director of Golf. He asked the Board to consider retaining the continuity at the golf course.

Pee Wee Henson asked for a progress report regarding what areas were considered open spaces for shooting. He stated he had not received any updates since attending a Board meeting in which shooting in open spaces was discussed.

Liz Gonzalez agreed with the people in opposition to the location of the MME. She spoke about an incident in which she came across two runaway youths from Kids Kottage and how they informed her that nobody was looking for them. She recounted her conversation with Kids Kottage's front desk person who informed her Kids Kottage policy was to report the incident to the police, due to their age and since they did not have the resources to look for them. She noted foster homes did not seem to work well for youths in their teen years and someone needed to pay attention to those youths. In addition, she stated teen youths were harder to place in homes and when they were placed in homes there were issues with maintaining those homes for them. As a result, teen youths ended up in transitional housing for the long-term. She commented the existing foster care system was formed when society had intact families and at-home mothers, which no longer applied. She said she reached out to various agencies and departments only to be given the runaround.

Cathy Brandhorst spoke about matters of concern to herself.

**16-0431**      **AGENDA ITEM 4** Announcements/Reports.

Joey Orduna Hastings, Assistant County Manager, stated there was an error in Agenda Item 16. The amount of the contract noted on the agenda was \$248,560; however, it should have been \$253,157.

Commissioner Berkbigler mentioned staff informed Pee Wee Hensen the County was working on his concerns regarding shooting in open spaces. She stated the County was looking at ways to address the interaction in the Peavine area. She requested staff provide information, during Agenda Item 24, regarding the licensed child care facility which would be in close proximity to the medical marijuana establishment in Washoe Valley.

Commissioner Lucey thanked the residents of Washoe Valley for attending. He acknowledged their concerns regarding Agenda Item 24 and said he wanted to provide some clarification on the matter. As to the over 50 possible locations in Washoe Valley, there had to be an issuance of a permit from the State to acquire any of the locations and then it would have to go through an open public process. He explained the medical marijuana dispensary on the agenda already had a dispensary license as of July 14, 2015. The issue was regarding the relocation of the dispensary. In regards to the upcoming election for the legalization of recreational marijuana, he noted the Board was trying to get ahead of the issue by putting in place ordinances which would require provisional inspections of recreational facilities to be completed by the County. He mentioned if anyone needed more information to contact him.

Commissioner Herman thanked Commissioner Lucey for his explanation regarding the medical marijuana establishment. She requested a presentation regarding Kids Kottage, and for an update from staff regarding the open shooting and recreational marijuana issues. She remarked she attended a meeting in Verdi where residents expressed their concerns about development by the City of Reno and the lack of a Citizens Advisory Board for their area.

Chair Jung recognized three Reno High School Seniors in the audience who were in attendance for their government class. She hoped the meeting would inspire them to go into public service. She stated she allocated some of her discretionary funds to Community Development so they could conduct a survey regarding proposed signage and congested area demarcations on Peavine Mountain. She expected to have results at a June meeting. She also requested an update regarding Kids Kottage; as well as, their rules and procedures. She thought the public speaker had a good point that it might be time for a new model of foster care. She asked staff to contact the public speaker who expressed her concerns about Kids Kottage.

**CONSENT ITEMS 5A THROUGH 5K6**

**16-0432**      **5A** Approval of minutes for the Board of County Commissioner's regular meetings of April 12, 2016, April 19, 2016 and April 26, 2016.

**16-0433**      **5B** Approve a one-year support grant agreement [in the amount of \$110,000] with the nonprofit, Nevada Legal Services, retroactive from July 1, 2015 to June 30, 2016, with possible one year renewal, in support of pro-bono and low-cost consumer related legal services for the elderly and approve necessary resolution for same. Senior Services. (All Commission Districts.)

**16-0434**      **5C** Award Invitation to Bid #2969-16 for Temporary Employment Services to the following qualified firms: 22nd Century Technologies, Inc., Amtec, Applied Staffing Solutions, LLC, Integrity Staffing Solutions, Manpower, My Next Career Path Staffing, Nova Management Inc., Spherion Staffing, LLC;, and if awarded, authorize the Purchasing and Contracts Manager to issue multi-year purchase orders with the specified agencies, on a requirements basis, to cover the specified services for a period of two years, effective July 1, 2016 to June 30, 2018, with one, one-year renewal option at the discretion of Washoe County. [Estimated annual cost for services will be in excess of \$150,000 annually.] Comptroller. (All Commission Districts.)

**16-0435**      **5D** Approve acceptance of NSLP Equipment Grant funding from the State of Nevada Department of Agriculture [in the amount of \$5,536.00 no County match] to purchase 60” griddle with two 28” ovens underneath for the Washoe County Department of Juvenile Services’ kitchen. The grant period is retroactive from April 20, 2016 through September 30, 2017. If approved, direct the Comptroller’s Office to make the necessary budget adjustments and authorize Department Head to sign the sub-award agreement. Juvenile Services. (All Commission Districts.)

**16-0436**      **5E** Approve expenditures in excess of \$100,000 to National Medical Service (NMS) for toxicology testing in Fiscal Year 2017 (July 1, 2016 through June 30, 2017). Medical Examiner. (All Commission Districts.)

**16-0437**      **5F** Approve changes to the Regulations for Child Care Facilities in Washoe County to incorporate changes approved by the Legislative Subcommittee on Regulatory Changes as well as the Department of Health Services, Division of Public and Behavioral Health, Child Care Licensing Program. Social Services. (All commission Districts.)

Cathy Brandhorst spoke about matters of concern to herself.

**16-0438**      **5G** Approve roll change requests, pursuant to NRS 361.765 and/or NRS 361.768, for errors discovered for the 2012/2013, 2013/2014, 2014/2015 and 2015/2016 secured and unsecured tax rolls and authorize Chairman to execute the changes described in Exhibits A and B and direct the Washoe

County Treasurer to correct the error(s). [cumulative amount of decrease \$11,140.47]. Assessor. (Parcels are in Commission Districts 1, 2, 3, 4, 5.)

**16-0439**

**5H1** Approve recommendation for Commission District Special Fund grants for Fiscal Year 2015-2016 for Commission District 2 in the [total amount of \$18,000]; District 2 Commissioner Bob Lucey recommends a [\$3,000] grant to Northern Nevada Dental Health Programs to support Adopt A Vet; a [\$5,000] grant to Galena High School in support of students representing Washoe County at the 75th Anniversary of Pearl Harbor Parade; a grant of [\$2,500] in support of Washoe County Regional Parks in District 2; a grant [\$2,500] to Renown Foundation in support of 89502 Healthy Communities initiative family festivals; a grant of [\$2,500] to Washoe County Senior Services in support of Senior Services transportation programs; a grant of [\$2,000] to Social Services in support of Children's Services efforts to provide access to the Discovery Museum; a grant in [\$500] to Truckee Meadows Fire Fighter Association (Local 3895) to sponsor a child to attend the fire academy; approve Resolutions necessary for same; and direct the Comptroller's Office to make the necessary budget appropriation transfers. (Commission District 2.)

Commissioner Lucey listed the amounts of his donations from his discretionary fund.

Nancy Parent, County Clerk, announced two recipients of funds had requested to speak.

On behalf of the Adopt a Vet Dental Program, Linda Haigh thanked Commissioner Lucey and the Board for the donation. She said the funds helped provide dental care for low income veterans who could not afford to see a dentist. She added there was an epidemic of oral health disease among veterans in Northern Nevada and 95 percent of veterans enrolled in the Veterans Affairs facility in Reno did not qualify for dental care because the requirements were so restrictive. She noted the Adopt a Vet Dental Program did not receive any state or federal funding even though all of their referrals came from the Department of Veterans Affairs, which was why the Board's support was so important to the program. It allowed the Adopt a Vet Dental Program to continue to be a part of the solution to the overwhelming challenge of helping veterans. In September 2014, the Adopt a Vet Dental Program received the Newman's Own and Fisher House Foundation's award which was presented by General Martin Dempsey, Chairman of the Joint Chiefs of Staff, at The Pentagon. She said the Adopt of a Vet Program had 110 dentists and specialists who helped them provide \$2.9 million in services to over 750 veterans. There were still 175 veterans on a waiting list. She introduced Marine Veteran James Snyder who went through the Adopt of a Vet Dental Program and recently joined their staff. In August of 2015, Mr. Snyder received the Nevada Veteran of the Month award from Governor Brian Sandoval.

Mr. Snyder thanked Commissioner Lucey for taking an interest in the program. He spoke about how the Adopt a Vet Dental Program saved his life and how important it was for him to be able to give back. He said the hardest thing for a Marine Veteran to do was to ask for help and to accept the help that was given. He said it was his privilege to award the Board with a Challenge Coin, which was also known as a Commander's Coin. He stated it was a special honor to receive this coin which was given to those who showed compassion and care towards veterans. He gave a brief history of the Challenge Coin.

Steve Cohen thanked Commissioner Lucey and the Board on behalf of the Galena Band for the donation. He stated the Galena Band had been invited to represent the State of Nevada at the 75th Anniversary Pearl Harbor Day Parade in Hawaii on December 7th. He mentioned more information about the trip was on the band's website and that they were looking for more donations. He invited the Board to attend the Galena Band's final concert of the year which would be held at the Atlantis Resort and Casino on June 1st. He introduced Kevin Sady, Galena Band Director.

Mr. Sady stated the Board's gift would support many of the students who would not otherwise be able to afford to travel. He mentioned their travels would go beyond fine arts as they would explore a lot of the history. He thanked the Board.

**16-0440**      **5H2** Approve recommendations for Commission District Special Fund grants for Fiscal Year 2015-2016 for Commission District 5 in the [total amount of \$15,000]; District 5 Commissioner Jeanne Herman recommends a [\$5,000] grant to Nevada Lands Council for an annual [\$1,000] Government membership fee and a one-time [\$4,000] cash donation to help provide resources, a [\$10,000] grant to Washoe County Senior Center's to support and enhance the programs including technology and activities offered at the Senior Center's in District 5; approve Resolutions necessary for same; and direct the Comptroller's Office to make the necessary budget appropriation transfers. (Commission District 5.)

Commissioner Berkbigler pointed out that Commissioner Herman gave \$10,000 from her discretionary fund to support the County's seniors.

**16-0441**      **5I1** Approve a three-year contract between Washoe County and Municipal Code Corporation ("Municode") for professional services related to republication and supplementation of the Washoe County Code, and to authorize future renewal options to be executed by the District Attorney. (All Commission Districts.)

**16-0442**      **5I2** Approve payments totaling [\$7,609.02] to vendors for assistance of 58 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.)

- 16-0443**      **5I3** Accept renewed funding for a Deputy District Attorney for the provision of continuing prosecutor services related to the High Intensity Drug Trafficking Areas (HIDTA) Task Force in the amount of [\$80,000] from the Office of National Drug Control Policy award to Nevada HIDTA for the retroactive period May 1, 2016 through April 30, 2017, with [remaining \$20,000] position cost covered by District Attorney General Fund budget. (All Commission Districts.)
- 16-0444**      **5J1** Authorize creation of seven (7) unfunded "overfill" Deputy Sheriff Recruit positions to be utilized for Countywide Security Project to prepare for background, hiring and training time of recruits; and if approved, authorize Human Resources and Finance to make necessary adjustments. (All Commission Districts.)
- 16-0445**      **5J2** Approve Sheriff's Security Agreement between the Barracuda Open Foundation and the County of Washoe on behalf of Washoe County Sheriff's Office to provide uniformed Deputy Sheriffs for security [estimated security costs will be \$62,000] during the 2016 Barracuda Open Golf Tournament, June 27, through July 3, 2016. (All Commission Districts.)
- 16-0446**      **5J3** Acknowledge Receipt of Status Report of Commissary Fund submitted by the Washoe County Sheriff's Office Commissary Committee for Third Quarter for Fiscal Year 15/16. (All Commission Districts.)
- 16-0447**      **5J4** Authorize one (1) unfunded Jail Cook position to be utilized for training and attrition preparation and planning; and if approved, authorize Human Resources to make the necessary adjustments. (All Commission Districts.)
- 16-0448**      **5K1** Approve a Lease Agreement between Roter Investments, L.P. and Washoe County for a 60 month term, commencing July 1, 2016 through June 30, 2021 [\$87,390 annually plus an increase of \$17,478 effective July 1 of each year for the term of the Agreement] for the continued occupancy of the Sierra View Library Branch located at the Reno Town Mall, 4001 S. Virginia Street, Reno, Nevada. (Commission District 2.)
- 16-0449**      **5K2** Award a bid and approve the Agreement to the lowest responsive, responsible bidder for the 2015 Street Cut Program Completion Project, staff recommends Vega Asphalt Paving, Inc. [in the amount of \$121,819.60]. (All Commission Districts.)

**16-0450**      **5K3** Approve the payment of [\$215,420], paid in quarterly installments, as Washoe County's share in annual funding for the Truckee Meadows Regional Planning Agency to cover the fiscal year from July 1, 2016, through June 30, 2017. (All Commission Districts.)

**16-0451**      **5K4** Approve, on the recommendation of the Chair, the appointment of Francine Donshick to the Washoe County Planning Commission representing Commission District 3 as an At-Large member to fill a term beginning on July 1, 2016, and ending on June 30, 2020, or until such time as a successor is appointed. (Commission District 3.)

Chair Jung stated Francine Donshick would be a tremendous asset to the Planning Commission. She noted Ms. Donshick was notorious for studying the issues and had chaired many Citizen Advisory Boards and Homeowners Associations.

**16-0452**      **5K5** Accept cash donations [\$77,926.61] from various businesses, organizations and individuals and acknowledge in-kind donations for Regional Parks and Open Space programs and facilities; and direct the Comptroller's Office to make the appropriate budget adjustments. (All Commission Districts.)

Commissioner Berkbigler acknowledged the donation received for the Regional Parks and Open Spaces programs and facilities. She said it was wonderful for the County and would allow more to be done.

**16-0453**      **5K6** Approve an Interlocal Cooperative Agreement Approving RTC Program of Projects between Washoe County, City of Reno, City of Sparks, and the Regional Transportation Commission (RTC) for projects included in the RTC's Fiscal Year 2017 Street and Highway Program of Projects. (All Commission Districts.)

On motion by Commissioner Lucey, seconded by Commissioner Berkbigler, which motion duly carried with Commissioner Hartung absent, it was ordered that Consent Agenda Items 5A through 5K6 be approved. Any and all Resolutions or Interlocal Agreements pertinent to Consent Agenda Items 5A through 5K6 are attached hereto and made a part of the minutes thereof.

**BLOCK VOTE – AGENDA ITEMS 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 AND 27**

**16-0454**      **AGENDA ITEM 8** Recommendation to approve a professional services agreement for maintenance of the County's classification and compensation system between Hay Group, Inc. and Washoe County retroactive from May 1, 2016 to December 31, 2017 for [\$165,000], and authorize the Director of Human Resources/Labor Relations to execute agreement. Human Resources. (All Commission Districts.)

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

On motion by Commissioner Lucey, seconded by Commissioner Berkbigler, which motion duly carried with Commissioner Hartung absent, it was ordered that Agenda Item 8 be approved and authorized.

**16-0455**      **AGENDA ITEM 9** Recommendation to approve Fiscal Year 2016/2017 renewal of contracts and service agreements [above \$100,000] to be approved as a group by the Board of County Commissioners and authorization for the Purchasing Contracts Manager to sign the contract renewals, as they come due, with approval from the District Attorney or Risk Management when necessary as follows: General Fund -Thomson Reuters, [not to exceed \$300,000] - Software Maintenance Agreement for the Treasurer's Tax System Support. SAP, Renewal of SAP Financial Software System Software Maintenance Agreement, [not to exceed \$300,000]. Technology Services. (All Commission Districts.)

There was no public comment on this item.

On motion by Commissioner Lucey, seconded by Commissioner Berkbigler, which motion duly carried with Commissioner Hartung absent, it was ordered that Agenda Item 9 be approved and authorized.

**16-0456**      **AGENDA ITEM 10** Recommendation to approve sole source purchases of Voice over Internet Protocol (VoIP) hardware and software; and consulting, implementation, maintenance and support services from BCT Conferencing, Inc. and approve expenditures [that will aggregate to exceed \$100,000] but will remain within available adopted budget funding during Fiscal Year 2016-2017 for technology infrastructure, [not to exceed \$450,000] Technology Services. (All Commission Districts.)

There was no public comment on this item.

On motion by Commissioner Lucey, seconded by Commissioner Berkbigler, which motion duly carried with Commissioner Hartung absent, it was ordered that Agenda Item 10 be approved.

**16-0457**      **AGENDA ITEM 11** Recommendation to approve sole source purchases of computer network equipment, servers, data storage, PCs (personal computers), and printers through joinder with the joinder with the National Association of State Procurement Officers (NASPO) Master Price Agreements with Dell Inc. and Extreme Networks, Inc.; and approve expenditures that will aggregate to exceed [\$100,000] but will remain within available adopted budget funding during Fiscal Year 2016-2017 for

technology infrastructure, [not to exceed \$2,000,000.] Technology Services. (All Commission Districts.)

There was no public comment on this item.

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

**16-0458**      **AGENDA ITEM 12** Recommendation to approve recommendation by the 911 Emergency Response Advisory Committee that the Board of County Commissioners approve Fiscal Year 2016-2017 renewal of reimbursement to the City of Reno, for the salaries and benefits of (1.5) Geographic Information Systems (GIS) positions with Emergency 911 funds to support region-wide E911 GIS mapping services to the Public Safety Answering Points (PSAPS) in an amount [not to exceed \$164,021]. Technology Services. (All Commission Districts.)

There was no public comment on this item.

On motion by Commissioner Lucey, seconded by Commissioner Berkgigler, which motion duly carried with Commissioner Hartung absent, it was ordered that Agenda Item 12 be approved.

**16-0459**      **AGENDA ITEM 13** Recommendation to approve sole source purchases of Microsoft and Adobe licensing through joinder with the National Association of State Procurement Officers (NASPO) Master Price Agreement for Software Value Added Reseller (SVAR) SHI International and approve expenditures that [will aggregate to exceed \$100,000] up to a maximum of [\$600,000] within the available Fiscal Year 2016-2017 adopted budget for technology infrastructure. Technology Services. (All Commission Districts.)

There was no public comment on this item.

On motion by Commissioner Lucey, seconded by Commissioner Berkgigler, which motion duly carried with Commissioner Hartung absent, it was ordered that Agenda Item 13 be approved.

**16-0460**      **AGENDA ITEM 14** Recommendation to approve funding for the sole source proposal between Washoe County and EPI-USE America, Inc. for the planning, implementation and rollout of specified recommendations from the Washoe County Reporting and Dashboards Deliverable provided to Washoe County on July 1, 2015 and authorize Purchasing and Contracts Manager to execute a negotiated agreement between Washoe County and EPI-USE America, Inc. not to exceed [\$175,000.00] to be funded by

Technology Services' Fund C108900 SAP Service Center and Technology Services' Fund C108500 Enterprise Infrastructure. Technology Services. (All Commission Districts.)

There was no public comment on this item.

On motion by Commissioner Lucey, seconded by Commissioner Berkgigler, which motion duly carried with Commissioner Hartung absent, it was ordered that Agenda Item 14 be approved and authorized.

**16-0461**      **AGENDA ITEM 15** Recommendation to approve a one year extension of the Investment Management Services agreement between Washoe County and PFM Asset Management LLC and Hobbs, Ong and Associates, Inc. The estimated annual cost is [\$290,000] which is allocated among the funds and agencies who participate in the Washoe County Investment Pool. Treasurer. (All Commission Districts.)

There was no public comment on this item.

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

**16-0462**      **AGENDA ITEM 16** Recommendation to approve Employment Agreement between Ellen G. I. Clark, M. D. and the County of Washoe to serve as Coroner and Chief Medical Examiner effective July 1, 2016 through June 30, 2017, annual salary [\$248,560.00]. Manager. (All Commission Districts.)

There was no public comment on this item.

On motion by Commissioner Lucey, seconded by Commissioner Berkgigler, which motion duly carried with Commissioner Hartung absent, it was ordered that Agenda Item 16 be approved with the correction as stated during Agenda Item 4.

**16-0463**      **AGENDA ITEM 17** Recommendation to approve modification to the Special Offer Amendment to Westlaw Subscriber Agreement between the County of Washoe (Office of the District Attorney) and West, a Thomson Business [\$155,004] for the period of July 1, 2016 through June 30, 2017, for provision of on-line research capability to the Office of the District Attorney; FY 17 amount [\$50,652]. District Attorney. (All Commission Districts.)

There was no public comment on this item.

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

**16-0464**      **AGENDA ITEM 18**      Recommendation to approve the Intrastate Interlocal Contract between Public Agencies, specifically the State of Nevada Acting By and Through Its Office of the Nevada Attorney General and the Washoe County Sheriff's Office – Forensic Science Division Acting by and Through the Washoe County Board of County Commissioners for the testing and shipping of previously un-submitted sexual assault kits in the total amount of [\$414,376.53; \$411,750.00 for testing; \$2,626.53 for related shipping costs] effective from the date of approval through December 31, 2018, with the option of a one (1) year extension with the mutual written consent of the Attorney General and WCSO. Sheriff. (All Commission Districts.)

There was no public comment on this item.

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

**16-0465**      **AGENDA ITEM 19**      Recommendation to accept a Notice of Subgrant Award from the State of Nevada Department of Health and Human Services Division of Public & Behavioral Health retroactive to February 11, 2016 through September 29, 2016 in the amount of [\$242,617.00, no County match required] to assist clients moving from transitional housing into more permanent housing; authorize the Department to execute the award and direct the Comptroller's Office to make the necessary budget adjustments. Social Services. (All Commission Districts.)

There was no public comment on this item.

On motion by Commissioner Lucey, seconded by Commissioner Berkgigler, which motion duly carried with Commissioner Hartung absent, it was ordered that Agenda Item 19 be accepted, authorized and directed.

**16-0466**      **AGENDA ITEM 20**      Recommendation to award a bid and approve the Agreement to the lowest responsive, responsible bidder for the South Truckee Meadows Water Reclamation Facility 2016 Headworks and Chemical Building Electrical Improvement Project [staff recommends Nelson Electric, Inc., in the amount of \$426,600]. Community Services. (Commission District 2.)

There was no public comment on this item.

On motion by Commissioner Lucey, seconded by Commissioner Berkbigler, which motion duly carried with Commissioner Hartung absent, it was ordered that Agenda Item 20 be awarded and approved.

**16-0467**      **AGENDA ITEM 21** Recommendation to award a bid and approve the Agreement to the lowest responsive, responsible bidder for the 2016/2017 Slurry Seal of Selected Streets in Washoe County, Nevada PWP-WA-2016-134 project [staff recommends Sierra Nevada Construction in the amount of \$3,748,960.90]. Community Services. (All Commission Districts.)

There was no public comment on this item.

On motion by Commissioner Lucey, seconded by Commissioner Berkbigler, which motion duly carried with Commissioner Hartung absent, it was ordered that Agenda Item 21 be awarded and approved.

**16-0468**      **AGENDA ITEM 22** Recommendation to approve an Agreement for Professional Consulting Services between Washoe County and Wood Rodgers, Inc. [\$119,430.00] for Testing and Inspection Services for the 2016/2017 Slurry Seal of Selected Streets in Washoe County, Nevada PWP-WA-2016-134 project. Community Services. (All Commission Districts.)

There was no public comment on this item.

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

**16-0469**      **AGENDA ITEM 23** Possible action to approve an appointment of either Rebecca Kapuler or Scott Carey to the Washoe County HOME Consortium Technical Review Committee (TRC) to fill a term beginning on July 1, 2016, and ending on June 30, 2019. Community Services. (All Commission Districts.)

There was no public comment on this item.

On motion by Commissioner Lucey, seconded by Commissioner Berkbigler, which motion duly carried with Commissioner Hartung absent, it was ordered that Agenda Item 23 be approved with the appointment of Rebecca Kapuler to the Washoe County HOME Consortium Technical Review Committee to fill a term beginning on July 1, 2016, and ending June 30, 2019.

**16-0470**      **AGENDA ITEM 27** Discussion and possible direction to the County Manager to utilize two or more hours of staff time to review event planning and associated requirements in Washoe County. (Requested by Commissioner Jung)

There was no public comment on this item.

On motion by Commissioner Lucey, seconded by Commissioner Berkgigler, which motion duly carried with Commissioner Hartung absent, it was ordered that Agenda Item 27 be approved.

**16-0471**      **AGENDA ITEM 6** Appearance: Tahoe Prosperity Center – Heidi Hill Drum, Executive Director [10 minutes]

Heidi Hill Drum, Tahoe Prosperity Center (TPC) Executive Director, thanked the Board for allowing her to provide an update. She stated the TPC's mission was to unite Lake Tahoe's communities to strengthen regional prosperity. She conducted a PowerPoint presentation. The headings for the slides were as follows: 1) Tahoe is a \$5 billion regional economy. 2) We are one community. 3) Grant Goals. 4) AlerTahoe (fire camera system). 5) Measuring for Prosperity. 6) Measuring for Prosperity Initial Highlights. 7) Gaming Revenue and Skier Visit Days. 8) House Affordability (or not). 9) Redevelopment is a positive indicator. 10) Next Steps: Workforce Tahoe Project. 11) Together we can do this!

Ms. Drum highlighted the following: The County was an integral part of the collaborative effort. The Tahoe Prosperity Center was likened to the Economic Development Authority of Western Nevada. The fire camera system resulted from a public, private partnership with the University of Nevada, Reno. Non-profit organizations utilized the Tahoe Prosperity Center's report to obtain grants. There was an increase in population within the 18 to 24 year olds range and the 65 and older range. Gaming properties started to turn things around. Community gathering areas were busy and thriving. Businesses were having trouble hiring. It was difficult to run a business due to regulations.

Chair Jung said it was a great presentation and she loved what the TPC was doing. She mentioned Commissioner Berkgigler had given discretionary funds to the TPC.

Commissioner Berkgigler stated housing was a serious problem. She mentioned a business, which employed around 60 people, had relocated from the Bay Area to Incline Village. She thought the TPC and Ms. Drum were doing a fabulous job.

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

**16-0472**      **AGENDA ITEM 7** Department Presentation: Medical Examiner's Office, highlighting services and operations. [10 minutes.]

Ellen G.I. Clark, M.D., Medical Examiner's (ME's) Office Chief Medical Examiner, thanked the Board and staff for letting the ME's Office provide an update regarding their operations, as well as, some of their accomplishments and aspirations. She conducted a PowerPoint presentation. The headings for the slides were as follows: 1) Current Organizational Structure. 2) Science. 3) Compassion. 4) 2007 Versus 2015. 5) Revenue History. 6) Proposed Organizational Structure. 7) National Accreditation Gap. 8) A Bright Future. 9) Medical Examiner's Office Department Presentation Video.

Dr. Clark highlighted the following: The ME's Office had 15 full-time employees and the office operated 24 hours a day, 365 days a year. The ME's Office combined the art and science of medicine with investigation. It partnered with the University of Nevada, Reno and the University of Nevada School of Medicine by having senior level medical students rotate through the office. There were 10 full-time investigators who were all certified by the American Board of Death Investigators. The ME's Office's revenue outpaced services and it rendered services to other areas including California. The ME's Office was looking to expand which was also an effort to close the gaps needed for national accreditation. By the end of 2017, the ME's Office would achieve national accreditation.

The video presentation covered what the ME's Office did and their vision, and it mentioned the new facility which would have family rooms for staff to appropriately receive and assist families with grieving.

Chair Jung thanked Dr. Clark for restoring the dignity and respect for the natural process of death. She thought Dr. Clark had the hardest job within the County. She recounted the incidents involving the Reno Air Races, Amtrak and the International House of Pancakes.

Commissioner Lucey thanked Dr. Clark and her staff for the continuous compassion and empathy they showed. He looked forward to having the ME's Office closer.

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

**16-0473**      **AGENDA ITEM 24** Request to approve the relocation of a medical marijuana dispensary within unincorporated Washoe County pursuant to section 3 of Senate Bill Number 276 as signed into law on June 9, 2015. The request is from Washoe Dispensary, LLC to move a medical marijuana dispensary from the location issued a State of Nevada provisional medical marijuana certificate at 290 S. U.S. Highway 395 (APN 050-220-34) to 275 S. U.S. Highway 395 (APN 046-080-04). If approved, direct staff to notify the State of Nevada Division of Public and

Behavioral Health in writing of the Board's approval of the relocation request. Manager. (Commission District 2)

Paul Lipparelli, Legal Counsel, stated the Bill the Board was dealing with, which created the ability to transfer the location of a Medical Marijuana Establishment (MME), contained a section that required giving seven days' notice. The language of the Statute was as follows, "A local government may approve a new location pursuant to this subsection only in a public hearing for which written notice is given at least 7 working days before the hearing." He said what was not clear in the Statute was to whom the seven days' notice must be given. If someone were to interpret the Statute to mean the written notice must be given to the person applying to move the facility, then the County's records indicated the County had satisfied that requirement because the applicant did receive a seven working days' notice of the hearing. If someone were to interpret the Statute to mean there was a requirement for seven working days' notice of the posting or the advertising of the meeting, then the County did not meet that requirement because the Board's agendas were typically posted three to four working days before the meeting. The decision was whether to take a vote and construe the Statute to mean seven working days' notice to the applicant, or to be safe, the Board could continue the vote to a future date. He stated there was a risk to voting as the Board may not have complied with the Statute.

Chair Jung thanked Mr. Lipparelli and stated the Board would be remiss if it took any action on the item due to the seven day misinterpretation or interpretation. She asked Commissioner Lucey how he would like to proceed since the subject property was in his district.

Commissioner Lucey thought the best course of action was to take public comment, since there were people in attendance to speak on the item, and then schedule the vote on the next available date.

Joey Orduna Hastings, Assistant County Manager, noted the next available date would be Tuesday, June 21st.

Commissioner Lucey said the June 21st date would provide ample time for public notice.

Chair Jung suggested Commissioner Lucey talk with his constituents to determine a certain time for the item to be placed on that day's agenda to avoid having the public sit through the entire meeting.

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

**12:06 p.m.** Commissioner Hartung arrived.

Linda Harrison stated it was a tremendous disservice to all of the people who sat and waited for the agenda item. She wanted to see what County's position was, and whether staff would be recommending the relocation. She wanted to hear the other side of the story and not have to wait for another month. She asked the Board how they would like to have a dispensary next door to their homes. She wished the Commissioners would drive out and see where the MME was compared to where people lived before making a decision.

There was no motion made on this item.

**16-0474**     **AGENDA ITEM 25**   Discussion on and possible action on operation, maintenance, and management of Washoe Golf Course and possible direction on options including, but not limited to: extension of existing agreement up to the allowable 6 month period; preparation of a Request for Proposals/Request for Qualifications for future full golf course operations, maintenance and management; negotiation of an agreement for the full operation and maintenance of Washoe Golf Course with operators of local publicly-owned golf courses; negotiation of a new contract with Bell-Men Golf, Inc. for full operation, maintenance, and management of Washoe County Golf Course ; or otherwise direct staff on how to proceed with Washoe Golf Course.   Community Services. (Commission District 1.)

Dave Solaro, Community Services Department Director, conducted a PowerPoint presentation. The headings for the slides were as follows: 1) Facts to consider. 2) Actions by Staff to date. 3) Additional facts specific to the current Washoe Golf Course license agreement for consideration. 4) Staff recommendations for overall golf management. 5) Possible options include. 6) Questions?

Chair Jung thanked Mr. Solaro. She suggested the Board hear from the golf course operator regarding the outstanding and late penalty fees.

Carrie Parker, lawyer at Snell and Wilmer, said she represented Bell-Men Group, Inc. (Bell-Men).

Barney Bell introduced himself as the general manager of Washoe County Golf Course.

Darren Menetti introduced himself as the director of golf.

Ms. Parker stated Bell-Men disputed the numbers which were presented to the Board, and she asserted the late fees of \$150 per day were unreasonable and unenforceable under the law. She added the County had reduced the golf course's irrigation water by 42 percent and the maintenance crew by 50 percent. She noted those were obligations the County had under the contract and it directly interfered with Bell-Men's ability to fulfill its obligations under the contract. When the grass died and fewer

people came to play golf, the County complained that Bell-Men was not making sufficient fixed-fee payments. She remarked the vendor for the other golf course did not have fixed-fee payments, so when there were problems with people not golfing or problems due to drought, the County and the other vendor shared in those problems together. Under Bell-Men's contract, Bell-Men carried all of the risks. She believed the contract's force majeure provision excused Bell-Men from making the fixed-fee payments.

Chair Jung asked if Bell-Men had a copy of what they were disputing as the actual amount owed to the County.

Ms. Parker said she did not have any detailed documentation.

Chair Jung commented that if Bell-Men were to dispute the \$600,000 in arrears, then they should have provided evidence. She asked whether they had any accounting information.

Ms. Parker replied that Bell-Men would be happy to communicate with the Board's counsel about the disputed evidence. Regarding the accounting, she said she did not have the requested information on hand; however, that did not mean it did not exist.

Commissioner Berkbigler asked what the percentage of golf reduction was during the time the water was cut back.

Mr. Menetti stated they did not realize they needed all of the information that was being requested. He noted during the last year golfing rounds and cart fees were down; however, the usage of the golf range went up as people avoided the golf course due to the conditions. He mentioned there was a recession prior to the dry conditions. He contended if Bell-Men was on a regular schedule and if the fees were based on a percentage like it used to be, they would not be in the predicament they were in. He compared their previous contract to Mr. Mazzaferri's current contract. He confirmed he did not have any of the numbers the Board asked for.

Commissioner Berkbigler asserted it was not the intention of the Board or the County to close the golf course. She said it was important to understand the golf course did not belong to Bell-Men or the County; it belonged to the people. The golf course was an asset the County held and maintained for the purpose of its citizens, so if Bell-Men was not paying their percentage, that meant they were not paying their taxes to the citizens. She noted the \$600,000 due was owed to the County's taxpayers. She added she was surprised Bell-Men did not provide numbers to refute the information that staff provided and she felt Bell-Men placed the Board in a difficult position. She thought the Board should give Bell-Men a six-month extension to try to work things out. She acknowledged the difference between Bell-Men's and Mr. Mazzaferri's contracts since Mr. Mazzaferri took care of the maintenance on his course. She remarked Bell-Men did not have to provide maintenance and they were only responsible for running the golf and

restaurant operations. She suggested possibly changing their contract to be identical to Mr. Mazzaferri's; however, she understood Bell-Men was not interested in doing such.

Chair Jung stated she was present when Bell-Men negotiated their current contract. She supported Commissioner Berkgigler's recommendation of providing a six-month extension and thought staff needed to sit down with Bell-Men to address the disputed areas in order to get back on track.

Commissioner Lucey concurred with the six-month extension to the current agreement. He said any sport related contract should term out at the end of the calendar year and not in the middle of the high season for any event. He also suggested the County immediately start preparing a Request for Proposal (RFP) and a Request for Qualifications (RFQ) for future operations. He believed continuity for the golf courses would ultimately benefit the County and its constituents. He added the contracts for Mr. Mazzaferri and Bell-Men were different because they were two different golf courses. Washoe County Golf Course ran off potable water; whereas, Sierra Sage Golf Course ran off reclaimed water. There were a number of different aspects to consider as Mr. Mazzaferri did all of the maintenance and Bell-Men did not. He felt Bell-Men and the County were not operating as a cohesive team, and he wanted to ensure the outstanding situation would be rectified during the six-month extension.

Ms. Parker agreed a six-month extension would be a good idea and that the teamwork could be improved. Regarding the numbers the Board requested, she indicated her law firm sent a letter on May 2nd to the Board's counsel requesting to have discussions to assert their issues; however, they did not receive a substantive response. She added they only learned of the current meeting because she placed her name on a public notice list. She said she was not asked to provide any information. She also asked the County for some numbers and backup regarding the outstanding fees to which she received no response. She mentioned Bell-Men's contract provided for performance benchmarks which the County and her client had not worked on together. The County was supposed to utilize a report card which was not completed.

Commissioner Hartung stated he wanted to see a schedule as to how Bell-men would get itself out of arears. With respect to the report card, he asked whether the County was negligent or if the County provided Bell-Men with all of the information.

Mr. Solaro replied under the license agreement, the County was supposed to provide a report card for the operation of the golf course. He stated the County was deficient in that aspect since an actual report card review had not been completed. He added the County did provide documentation regarding the cost deficiency and he believed the County had done 50 percent of its work.

Chair Jung said it appeared both parties were to blame. She expected the Assistant County Manager to investigate whether there was a communication issue or if there was a need for different staff to be involved.

Mr. Lipparelli acknowledged a letter from Ms. Parker's law firm had been received. The letter was a comprehensive treatment of all sorts of legal issues which accused the County of violating the Open Meeting Law and made an extensive public records request. The District Attorney's Office along with County staff spent a considerable amount of time gathering the records. They also dealt with the Open Meeting Law allegation and the District Attorney's Office strongly denied any wrongdoing. He noted it would be helpful for staff to know how to approach its conversations with Bell-Men and what to focus on. He added, historically, there was a practice of negotiating with the chosen vendor but the County could explore other options. He said if other options were favored, direction to staff regarding the other options would help since there would be only six months until the expiration of the possible extension. In addition to giving staff direction on what the Board wanted to accomplish with the negotiations, he stated it would help to know which direction to proceed in.

Mr. Bell stated Bell-Men never missed a payment in the 31 years since it took over the golf course. Bell-Men had not missed a percentage payment until the beginning of its last contract. He noted the percentage contract Bell-Men previously had was different from their current contract and he explained the reason Bell-Men negotiated its contract the way it did. He mentioned Bell-Men did not take over the maintenance because the employees, at the time, did not have enough time in with the County and would have lost their jobs. He also mentioned Bell-Men initially did not want to run the restaurant but then decided to give it a try. He said Bell-Men had never been in the maintenance or restaurant business so it decided to take over one aspect at a time. In retrospect, he remarked Bell-Men would not be in the predicament it was in if it had taken over the maintenance at the same time it took control of the restaurant. He spoke about making as many payments as he could to the County but as Bell-Men got behind in payments, the assessment of \$150 a day in late fees made it difficult for them to catch up. All the money Bell-Men paid was going towards the late fees and not the original debt. He said over the last five years Bell-Men had paid the County over \$3 million.

Commissioner Hartung asked Mr. Solaro what the actual deficit in the Enterprise Fund was without the late payments.

Mr. Solaro replied the payment schedule that was associated with the license agreement was designed to capture the actual cost for the County to maintain and operate its portion of the golf course. The payment schedule was broken up so that year-after-year the actual cost to the County would be covered by the payments which would make the County's General Fund, as well as, the Enterprise Fund whole. As of May 6th the County's golf course fund, which was to cover the cost of its employees and services' supplies, was at \$608,646. The amount did not include the late fees.

Commissioner Berkbigler addressed those in attendance who were prepared to testify and explained it was not the Board's intention to pass disbursements on Bell-Men or to try to get rid of them. The issue had to do with paying taxpayers back.

On the call for public comment, Marsha Tidd stated she would like to see Bell-Men get at least a six-month extension to make arrangements to do whatever needed to be done.

Barbara Godwin encouraged the Board to give Bell-Men a six-month extension.

Judy Bark said the Board needed to ensure there was transparency and to keep Wild Creek Golf Course in mind.

Dr. Tom Kubistant stated the current management had been good tenders and protected the golf course. He added there was quite a difference between the demographics of the two County golf courses and placing them under the same management team might alienate people.

Richard Maycock remarked he witnessed the professionalism of Bell-Man who had accomplished so much for the golf course. He urged the Board to give Bell-Man an opportunity.

Phyllis Wilks said she was a member of the Reno Womens' Golf Club which was 115 members strong. She expressed her support for Bell-Men.

Troy Williams stated the Washoe County Golf Course was a perfect environment for seniors. He said he played through the drought, and he mentioned the closure of the Brookside and Rosewood golf courses. He thought staff was looking to replace the management of the Washoe County Golf Course with a corporation. He asked the Board to extend Bell-Men's contract.

Rob Seaton commented that two fine gentleman ran the Washoe County Golf Course and they had done everything they could to maintain the course. He cautioned the Board about changing the management.

Steven Kafchinski spoke about Bell-Men's charitable acts and the impact they had on the community.

Jeffrey Fox recounted his experiences at the Washoe County Golf Course. He mentioned the care Bell-Men gave to junior golfers.

Joan Voigtlander read a statement by Betty Barnes which urged the Board to renew Bell-Men's option. Ms. Voigtlander added she was a member of Reno Women's Golf Club, and Barney and Darren treated the Reno Women's Golf Club with respect. She said she admired the way they kept up the golf course despite the various problems. She urged the Board to give Bell-Men a six-month extension.

Commissioner Lucey emphasized the issue was not about a person and that it was purely a business deal. He acknowledged the personal touch Bell-Men brought to the Washoe County Golf Course was amazing.

Commissioner Berkbigler moved to extend Bell-Men Group, Inc.'s contract for six months and directed staff to determine the amount due so it could be reimbursed to the County. In addition, staff was directed to work on a RFP for the operation of the golf course and to possibly change the type of payment to a percentage model or whatever would work to assure successful operation of the golf course. The motion was seconded by Commissioner Lucey.

Mr. Lipparelli approved the motion language. He indicated Bell-Men should acknowledge acceptance of the six-month extension, which was provided for in the contract language.

Ms. Parker stated Bell-Men would accept the extension without prejudice to either party's legal rights, defenses, and assertions related to the contract since Bell-Men had issues with the fees, the late fees and the principal. She noted the fact the late fees were extraordinary and the payments Bell-Men made had been applied to the late fees as opposed to the principal. She added there were some issues related to maintenance and depreciation, and proof of the County's fulfillment of its own obligations. She concluded Bell-Men was pleased with the opportunity for the six-month extension and they were hopeful the issues could be resolved. They also hoped for an opportunity to bid on the RFP to continue their long and positive relationship with County.

Mr. Bell and Mr. Menetti thanked the Board.

On call for the vote, the motion duly passed.

**1:07 p.m.** The Board recessed.

**1:17 p.m.** The Board reconvened with all members present.

**16-0475** **AGENDA ITEM 26** Update, discussion and possible direction to staff regarding 2016 Nevada Legislative Interim Committees and Studies, legislation or legislative issues proposed by legislators, by Washoe County or by other entities permitted by the Nevada State Legislature to submit bill draft requests, or such legislative issues as may be deemed by the Chair or the Board to be of critical significance to Washoe County. Manager. (All Commission Districts).

Liane Lee, Government Affairs Manager, conducted a PowerPoint presentation. The headings for the slides were as follows: 1) 2015-16 Interim Session. 2) Interim Committee Meetings. 3) Washoe County Delegation. 4) Bill Draft Requests. 5) Moving Forward.

Ms. Lee highlighted the following points: There were several types of external meetings occurring to gear up for the 2017 session. There were four open seats which included two Senate and two Assembly seats. Regarding the County's delegation, Senators Kieckhefer and Gustavson were not up for reelection, and if Assemblywoman Benitez-Thompson was reelected, those three would be considered the senior members of the County delegation.

Commissioner Berkbigler stated it was important for the Board to realize some legislation, such as the tax cap legislation, could be coming from some other areas so the Board would not have to use one of their two Bill Draft Requests (BDRs). She mentioned Ms. Lee had been working with the Nevada Association of Counties' (NACO) government affairs staff, as well as, the government affairs staff from the two cities within the County.

Commissioner Lucey concurred with Commissioner Berkbigler's comments regarding how certain issues may already be sought after by other Counties. He noted he and Ms. Lee would be working more diligently with NACO and Clark County as a team to combat the issues. He mentioned some of the issues that stood out to him were the revenue stream from medical marijuana sales in the County, and annexation and sphere of influence.

John Slaughter, County Manager, said there was a quick discussion about legislative issues and priorities at the last NACO meeting. He stated one of the items that caught his attention was the discussion about a population cap and how that would be used in legislation to establish which jurisdictions were affected. He thought that discussion should be brought back to the Board, including the impact it may have on existing and future legislation. He closed by stating there was no conclusion to the discussion at the NACO meeting.

Commissioner Lucey concurred about the population cap. He urged the County Manager to take trips with staff and Board members to have discussions with Clark County.

With respect to annexation, Commissioner Hartung suggested putting a time limit on it. He said if a piece of property was annexed, there should be a time limit to develop it or it would revert back to the County. He thought five to seven years was a reasonable amount of time to get a plan worked out and to move forward on developing a piece of property. He concluded placing time limits had a tendency to constrain annexation.

Regarding annexation, Commissioner Herman remarked growth should pay for growth, which was a thought process worth following up on.

Chair Jung referred back to Commissioner Berkbigler's comments about being conservative regarding the BDRs. She added the County should be looking at things specific to the County and avoid using its BDRs on statewide issues. She discussed

annexation versus sprawl, and she thought the County should be talking to Senator Kieckhefer since he helped the County with the automatic-aid issue. She said there was a nexus when property was annexed since property taxes dedicated for fire protection no longer went to the County. The County also did not make the cities prove they were able to provide proper fire protection. She noted population caps were talked about during every single session and it would be nice to have the Legislature provide some sort of succession planning. She agreed with Commissioner Lucey about traveling to Las Vegas to involve Clark County.

Commissioner Berkbigler stated she would like to see the County work with local governments within the County, as well as, those who had a footprint in the extended area. The entities in North Nevada had to work as a team just as the various entities in Southern Nevada were working together.

Ms. Lee thanked the Board for their feedback and said she was excited to work with them on the next session.

There was no public comment or action on this item.

**16-0476**      **AGENDA ITEM 28**      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.

**1:32 p.m.**      On motion by Commissioner Lucey, seconded by Commissioner Berkbigler, 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.

**2:16 p.m.**      The Board reconvened with all members present.

**16-0477**      **AGENDA ITEM 29**      Public Comment.

There was no public comment.

**16-0478**      **AGENDA ITEM 30**      Announcements/Reports.

Commissioner Hartung stated he attended the Northern Nevada Law Enforcement Academy graduation. He noted there were 33 graduates and the valedictorian was an immigrant from Poland. The graduation announcement was placed on file with the Clerk.

## **COMMUNICATIONS AND REPORTS**

The following communications and reports were received, duly noted, and ordered placed on file with the Clerk:

### **COMMUNICATIONS:**

- 16-0479** Proof of publication for public hearings held by the Board of County Commissioners on May 20, 2013 in regards to 2013-2014 Tentative and Final Budgets for Sierra Fire Protection District, Truckee Meadows Fire Protection District and Washoe County.
- 16-0480** Proof of publication for a public hearing held by the Board of County Commissioners on July 9, 2013 in regards to the intent to lease 48.55 acre feet of water to the Truckee River Flood Management Authority. (Original Minute Item No. 13-592)
- 16-0481** Proof of publication for a public hearing held by the Board of County Commissioners on July 23, 2013 in regards to Parcel Map Case Number PM13-003 (Washoe Ranch Properties) and Appeal Case Number AX13-001. (Original Minute Item No. 13-667)
- 16-0482** Proof of publication for a public hearing held by the Board of County Commissioners on July 23, 2013 in regards to an appeal by Thomas Scoggin, Appeal Case Number AX13-002 and Special Use Permit Case Number SB13-008 (Hilaria De La Luz). (Original Minute Item No. 13-668)
- 16-0483** Proof of publication for a public hearing held by the Board of County Commissioners on July 23, 2013 in regards to an Appeal Case Number AX13-003, to deny Variance Case Number VA13-002 (Ellis). (Original Minute Item No. 13-669)
- 16-0484** Documents from the April 20, 2016 Washoe County Treasurer's Real Estate Tax Sale. Included were the return of sale of real estate; and the order confirmation and proof of publication.
- 16-0485** Letter from the Washoe County Treasurer's Office dated May 2, 2016 and recorded deeds from the April 20, 2016 Real Estate Tax Sale.
- 16-0486** Affidavit of Mailing from the Washoe County Treasurer dated April 29, 2016 for the mailing of the notices to all property owners of delinquent taxes for the tax year of 2015-16.

**MONTHLY FINANCIAL STATEMENTS:**

**16-0487** Monthly Statement of the Washoe County Treasurer for month ending March 31, 2016.

**TENTATIVE BUDGETS / FINAL BUDGETS**

**16-0488** Western Regional Water Commission’s Tentative Budget for the fiscal year ending June 30, 2017.

**16-0489** Reno-Sparks Convention and Visitor’s Authority’s Tentative Budget for fiscal year ending June 30, 2017.

\* \* \* \* \*

**2:18 p.m.** There being no further business to discuss, the meeting was adjourned without objection.

\_\_\_\_\_  
**KITTY K. JUNG, Chair**  
Washoe County Commission

ATTEST:

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

*Minutes Prepared by:*  
*Michael Siva, Deputy County Clerk*

**RESOLUTION** – Authorizing the Grant of Public Money to a Nonprofit Organization Created for Religious, Charitable or Educational Purposes

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

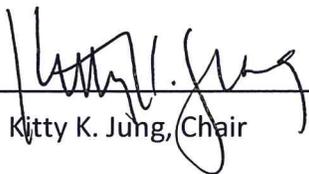
WHEREAS, the Board of County Commissioners of Washoe County upon the recommendation of Commissioner Bob Lucey for District 2, has determined that \$3,000 is needed to support and increase veterans access to dental services; and,

WHEREAS, the Northern Nevada Dental Health Programs – Adopt a Vet Program provides no-cost to low-cost dental care to low-income veterans in Washoe County with to date \$2.9 million on dental services donated by dentists and local specialists; and, now, therefore, be it

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

1. The Board hereby grants to Northern Nevada Dental Health on behalf of Adopt a Vet Program a grant for fiscal year 2015-2016 in the amount of \$3,000 to off-set dental lab and related costs.
2. The Board finds that in making this grant a substantial benefit will be provided to the inhabitants by increasing veteran access to dental health care.
3. The maximum allowable expended for this effort within Commission District Special Funding Accounts is \$3,000 and funds shall not be used to purchase of tickets to special events.

ADOPTED this 24<sup>th</sup> day of May, 2016

  
Kitty K. Jung, Chair

Washoe County Commission

ATTEST:

  
County Clerk

16-0439

**RESOLUTION** – Authorizing the Grant of Public Money to a Nonprofit Organization Created for Religious, Charitable or Educational Purposes

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

WHEREAS, the Board of County Commissioners of Washoe County upon the recommendation of Commissioner Bob Lucey for District 2, has determined that \$5,000 is needed to provide support for the Galena High School band member attendance at 75<sup>th</sup> Anniversary of Pearl Harbor Parade; and,

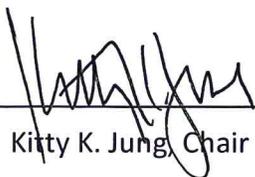
WHEREAS, Galena High School Band provides resources to the entire community by playing concerts for diverse groups in the community including Rotary Club, Ronald McDonald House and Veterans Home; and,

WHEREAS, the Galena High School Band is representing Washoe County and all of Nevada at the 75<sup>th</sup> Anniversary of the Pearl Harbor Parade; and, now, therefore, be it

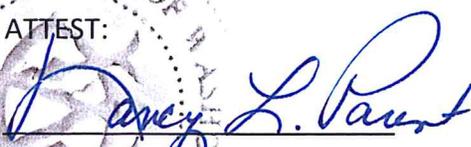
RESOLVED, by the Board of Commissioners of Washoe County that:

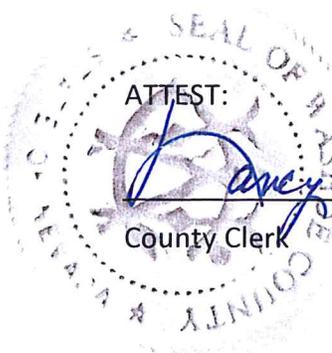
1. The Board hereby grants to Galena High School on behalf of the Galena High School Band, a nonprofit organization created for religious, charitable or education purposes, a grant for fiscal year 2015-2016 in the amount of \$5,000.
2. The Board finds that in making this grant a substantial benefit will be provided to all inhabitants by allowing students to represent Washoe County and the entire state of Nevada by offsetting travel and support for all members to participate in the nationally recognized event.
3. The maximum allowable expended for this effort within Commission District Special Funding Accounts is \$5,000 and funds shall not be used to purchase of tickets to special events.

ADOPTED this 24<sup>th</sup> day of May, 2016

  
Kitty K. Jung, Chair

Washoe County Commission

ATTEST:  
  
County Clerk



**RESOLUTION** – Authorizing the Grant of Public Money to a Nonprofit Organization Created for Religious, Charitable or Educational Purposes

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

WHEREAS, the Board of County Commissioners of Washoe County upon the recommendation of Commissioner Bob Lucey for District 2, has determined that \$2,500 is needed to provide support tree replacement at Washoe County Regional Parks and Open Space facilities throughout Washoe County Commission District 2; and,

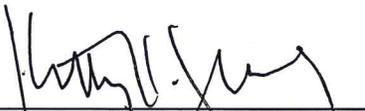
WHEREAS, Replacement of dead, diseased or dying trees to help replenish our urban forest; and,

WHEREAS, Washoe County Regional Parks System serves all residents in Washoe County with 49 parks over 12,000 acres from Oregon border to Washoe Valley. Washoe County Regional Parks receive approximately 4 million visitors annually; and, now, therefore, be it

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

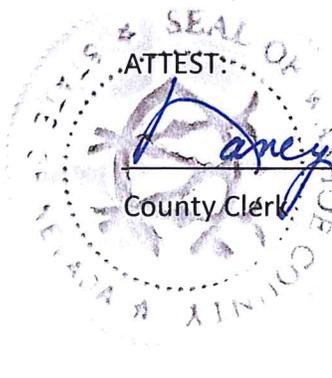
1. The Board hereby grants to Washoe County Regional Parks and Open Space on behalf of a grant for fiscal year 2015-2016 in the amount of \$2,500.
2. The Board finds that in making this grant a substantial benefit will be provided to the inhabitants by allowing students to represent Washoe County and the entire state of Nevada by replacing dead, diseased or dying trees to help replenish our urban forest.
3. The maximum allowable expended for this effort within Commission District Special Funding Accounts is \$2,500 and funds shall not be used to purchase of tickets to special events.

ADOPTED this 24<sup>th</sup> day of May, 2016

  
\_\_\_\_\_  
Kitty K. Jung, Chair

Washoe County Commission

ATTEST:  
  
\_\_\_\_\_  
County Clerk



**RESOLUTION** – Authorizing the Grant of Public Money to a Nonprofit Organization Created for Religious, Charitable or Educational Purposes

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

WHEREAS, the Board of County Commissioners of Washoe County upon the recommendation of Commissioner Bob Lucey for District 2, has determined that \$2,500 is needed to provide support for the Truckee Meadows Healthy Communities 89502 Project; and,

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

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

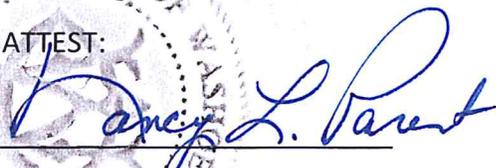
RESOLVED, by the Board of Commissioners of Washoe County that:

1. The Board hereby grants to Renown Foundation on behalf of Truckee Meadows Healthy Communities, a nonprofit organization created for religious, charitable or education purposes, a grant for fiscal year 2015-2016 in the amount of \$2,500.
2. The Board finds that in making this grant a substantial benefit will be provided to the inhabitants for the County by providing access for residents to services through community hubs in the 89502 zip code.
3. The maximum allowable expended for this effort within Commission District Special Funding Accounts is \$2,500 and funds shall not be used to purchase of tickets to special events.

ADOPTED this 24<sup>th</sup> day of May, 2016

  
Kitty K. Jung, Chair

Washoe County Commission

ATTEST:  
  
County Clerk



**RESOLUTION** – Authorizing the Grant of Public Monies to a Government Entity

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

**WHEREAS**, The Board of County Commissioners of Washoe County upon the recommendation of Commissioner Bob Lucey for District 2, has determined that \$2,500 is needed to provide support and expand on the transportation access services and programs of the Washoe County Senior Services; and

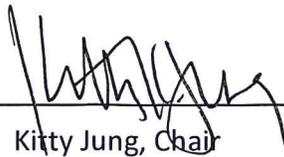
**WHEREAS**, Washoe County Senior Services is part of an interconnected service community that is committed to building a higher quality of life for all residents; and

**WHEREAS**, Washoe County Senior Services helps to enrich the lives of seniors and improve the programs and services they offer that help people of all ages; now, therefore, be it

**RESOLVED**, By the Board of Commissioners of Washoe County that:

1. The Board hereby grants to Washoe County Senior Services, a grant for fiscal year 2015-2016 in the amount of \$2,500 to support senior transportation services through Taxibucks, RTC Access and bus passes.
2. The Board finds that in making this grant a substantial benefit will be provided to all inhabitants for the County by increasing seniors' access to transportation services.
3. The maximum allowable expended for this effort within Commission District Special Funding Accounts is \$2,500 and funds shall not be used to purchase of tickets to special events.

**ADOPTED** this 24th day of May, 2016.

  
\_\_\_\_\_  
Kitty Jung, Chair  
Washoe County Commission

  
ATTEST:  
  
\_\_\_\_\_  
County Clerk

**RESOLUTION** – Authorizing the Grant of Public Monies to a Government Entity

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

**WHEREAS**, The Board of County Commissioners of Washoe County upon the recommendation of Commissioner Bob Lucey for District 2, has determined that \$2,000 is needed to provide support and expand on the child education by providing access for children in care of Washoe County Social Services to the Discovery Museum; and

**WHEREAS**, Washoe County Social Services is part of an interconnected service community that is committed to building a higher quality of life for 952 children in foster care or protective services in Washoe County; and

**WHEREAS**, Washoe County Social Services helps to enrich the lives of children in foster care and protective custody by providing options to attend educational community programs which reinforces healthy visitation and family engagement; now, therefore, be it

**RESOLVED**, By the Board of Commissioners of Washoe County that:

1. The Board hereby grants to Washoe County Social Services, a grant for fiscal year 2015-2016 in the amount of \$2,000 to support children in foster care or protective custody by providing access to community education programs through Discovery Museum passes.
2. The Board finds that in making this grant a substantial benefit will be provided to the inhabitants for the County by reinforcing education, health visitation and family engagement.
3. The maximum allowable expended for this effort within Commission District Special Funding Accounts is \$2,000 and funds shall not be used to purchase of tickets to special events.

**ADOPTED** this 24th day of May, 2016.



ATTEST:

County Clerk

*L. Paul*

*Kitty Jung*  
Kitty Jung, Chair  
Washoe County Commission

**RESOLUTION** – Authorizing the Grant of Public Money to a Nonprofit Organization Created for Religious, Charitable or Educational Purposes

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

WHEREAS, the Board of County Commissioners of Washoe County upon the recommendation of Commissioner Bob Lucey for District 2, has determined that \$500 is needed to support children’s attendance at 2016 Kids Fire Camp; and,

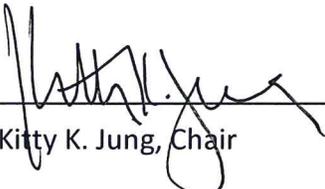
WHEREAS, the Kids Fire Camp is Truckee Meadows Firefighter Association youth focused community program providing our aged 11 to 14 information on fire safety, fire service and hands-on training in CPR awareness, water safety, back country survival, firefighting rescue, auto extrication and physical fitness; and,

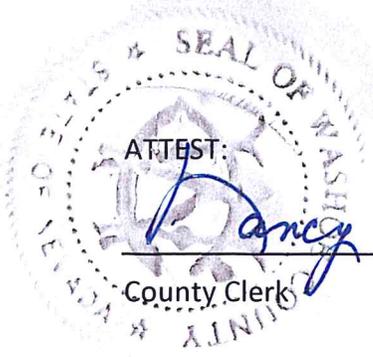
WHEREAS, the Truckee Meadows Firefighters Association is one of 3,100 affiliates of the International Association of Firefighters and organizes the Kids Fire Camp; now, therefore, be it

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

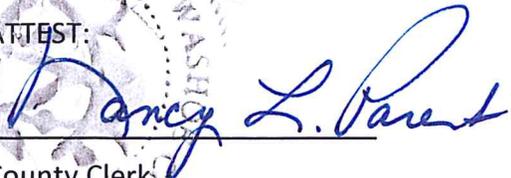
1. The Board hereby grants to Truckee Meadows Firefighter Association on behalf of Kids Fire Camp a grant for fiscal year 2015-2016 in the amount of \$500.
2. The Board finds that in making this grant a substantial benefit will be provided to the inhabitants by providing scholarships for children to attend the camp June 13-15, 2016.
3. The maximum allowable expended for this effort within Commission District Special Funding Accounts is \$500 and funds shall not be used to purchase of tickets to special events.

ADOPTED this 24<sup>th</sup> day of May, 2016

  
\_\_\_\_\_  
Kitty K. Jung, Chair  
Washoe County Commission



ATTEST:

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

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

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

**WHEREAS**, The Nevada Lands Council (NLC) is a 501(c)(3) non-profit organization of individuals, counties, business, and organizations; and

**WHEREAS**, Established in 2016, the Mission of the Nevada Lands Council is to provide the resources necessary to secure control of federal public lands within the borders of Nevada by transferring their ownership and management to the state; and

**WHEREAS**, The Board of County Commissioners of Washoe County upon the recommendation of Commissioner Jeanne Herman for District 5, has determined that a total of \$5,000 is needed for the Nevada Lands Council (NLC) that includes the annual \$1,000 government membership fee and \$4,000 cash donation to support their mission and goals; now, therefore, be it

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

1. The Board hereby grants to Nevada Lands Council (NLC), a nonprofit organization, a grant for fiscal year 2015-2016 in the amount of \$5,000 that includes an annual government membership fee of \$1,000 plus a one-time \$4,000 cash donation.
2. The Board finds that with this grant they are supporting the NLC to help their efforts of the transfer of public lands to Nevada and it is a historically significant undertaking and as such, will require a wide array of resources to ensure success.
3. The maximum allowable expended for this effort within Commission District Special Funding Accounts is \$5,000 and funds shall not be used to purchase of tickets to special events.

16-0440

**ADOPTED** this 24th day of May, 2016.

  
 Kitty Jung, Chair  
 Washoe County Commission

ATTEST:  
  
 County Clerk



**RESOLUTION** – Authorizing the Grant of Public Monies to a Government Entity

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

**WHEREAS**, The Board of County Commissioners of Washoe County upon the recommendation of Commissioner Jeanne Herman for District 5, has determined that \$10,000 is needed to provide support and expand on the services and programs of the Washoe County Senior Center's located in District 5; and

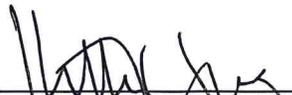
**WHEREAS**, Washoe County Senior Services is part of an interconnected service community that is committed to building a higher quality of life for all residents; and

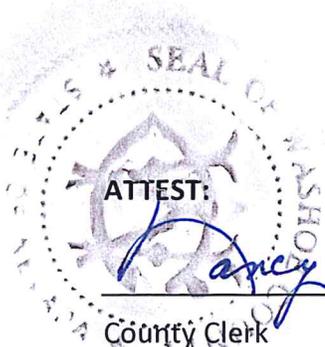
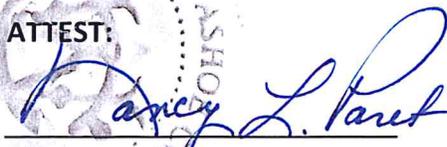
**WHEREAS**, Washoe County Senior Services helps to enrich the lives of seniors and improve the programs and services they offer that help people of all ages; now, therefore, be it

**RESOLVED**, By the Board of Commissioners of Washoe County that:

1. The Board hereby grants to Washoe County Senior Services, a grant for fiscal year 2015-2016 in the amount of \$10,000 to support services and activities at the Senior Center's in District 5.
2. The Board finds that in making this grant a substantial benefit will be provided to the inhabitants for the County by enhancing and supporting the programs and services provided by the Center.
3. The maximum allowable expended for this effort within Commission District Special Funding Accounts is \$10,000 and funds shall not be used to purchase of tickets to special events.

**ADOPTED** this 24th day of May, 2016.

  
\_\_\_\_\_  
Kitty Jung, Chair  
Washoe County Commission

  
ATTEST:  
  
\_\_\_\_\_  
County Clerk

**INTERLOCAL COOPERATIVE AGREEMENT  
APPROVING RTC PROGRAM OF PROJECTS**

This Agreement is made and executed this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the Board of Commissioners of Washoe County, Nevada, hereinafter referred to as "County", the City Council of Reno, Nevada, hereinafter referred to as "Reno", the City Council of Sparks, Nevada, hereinafter referred to as "Sparks", and the Regional Transportation Commission of Washoe County, hereinafter referred to as "RTC".

**WITNESSETH:**

**WHEREAS**, on April 15, 2016, the RTC approved the FY 2017 Program of Projects listed on Exhibit A attached to this Agreement. Each project on Exhibit A is referred to herein as a "Project" and all of such Projects are collectively referred to herein as the "Projects".

**WHEREAS**, the Projects will require pavement maintenance, rehabilitation, reconstruction, new construction or engineering and environmental analysis, and may require the acquisition of real property through consensual agreements with the owners or through eminent domain proceedings; and

**WHEREAS**, pursuant to the requirements of NRS 373.140, NRS 377A.080 and the Regional Road Impact Fee (RRIF) Program, the County, Reno, Sparks, and RTC desire by this Agreement to authorize the Projects and to set forth each entity's respective responsibilities with respect to the Projects.

**NOW, THEREFORE**, pursuant to the provisions of NRS 373.140, NRS 377A.080, NRS Chapter 277A, and the RRIF Ordinances/Manuals, and in consideration of the mutual promises contained herein and for other good and valuable consideration, it is hereby agreed by and between the parties hereto as follows:

**I. APPROVAL OF PROJECTS**

A. Reno, the County and Sparks hereby approve each and every Project and authorize the RTC to design, survey, engineer, acquire through purchase or eminent domain real property for, and construct, each of the Projects. Approval for any Project for any fiscal year shall be approval for all continued work by or on behalf of the RTC on that Project for any later

16-0453

fiscal year. The RTC may expend money from one or more than one of the Regional Street and Highway Fund (the "Fuel Tax Fund"), the Transportation Sales Tax Fund (the "Sales Tax Fund") or the Regional Road Impact Fee Fund (the "RRIF Fund") on each Project as listed on the column next to the Project on Exhibit A. The cost of each Project is estimated by the RTC as shown on Exhibit A. These costs are only estimates and the RTC may expend additional monies from any one or more of the Fuel Tax Fund, the Sales Tax Fund or the RRIF Fund on each Project as such additional expenditures are reviewed and approved by the RTC Staff and/or the RTC Board of Commissioners pursuant to the RTC's policies and procedures.

B. Reno, the County and Sparks hereby authorize the RTC to adopt an appropriate resolution of condemnation and initiate and prosecute to judgment such eminent domain proceedings as may be necessary for the acquisition of such property within their respective jurisdictions as the RTC deems necessary for the construction and/or maintenance of any Project and, if prudent, future expansions of each Project identified by the Regional Transportation Plan.

## **II. RTC DUTIES**

RTC agrees to perform the followings tasks and the County, Reno and Sparks hereby authorize the RTC to do so:

A. Provide all required services, including but not limited to design, environmental assessments and studies, surveying, construction engineering, construction management and quality assurance inspection, utilizing RTC staff and/or qualified consultants;

B. Obtain appraisal reports for any property being considered as necessary for the implementation of any Project and, if prudent, future expansions of the Project identified within the Regional Transportation Plan, conduct preliminary negotiations with the owners in an effort to arrive at a mutually agreeable purchase price and negotiate, execute and close contracts to purchase the property;

C. Offer not less than the appraisal value for the property and property rights deemed necessary for a Project and, where the prospect of reaching a mutually agreeable purchase price appears unlikely following reasonable negotiations, cause the RTC Board of Commissioners to adopt a "Resolution of Condemnation" finding that particular properties are necessary to the

success of a Project and authorize legal counsel to seek acquisition through eminent domain proceedings;

D. Coordinate all activities related to a Project including, but not limited to, advertising, receipt and review of construction bids, and execution of a contract with the contractor submitting the lowest responsive and responsible bid;

E. Maintain necessary files on each Project;

F. Pay all authorized Project costs from the Fuel Tax Fund, the RRIF Fund or the Sales Tax Fund. Payments for construction or engineering services will be paid to the contractor or consultant upon receipt of a claim or claims which have been certified as a true and correct account of the expenses incurred as a result of or in conjunction with the provisions of a contract entered into as a result of this Agreement. All submitted claims will have supporting documents attached which substantiate the basis of the claim. Such claim or claims shall be reviewed and approved in accordance with the policies and procedures of the RTC; and

G. Not permit the payment of non-reimbursable or non-payable items established by the policies and procedures of the RTC.

### **III. COUNTY'S, RENO'S AND SPARK'S DUTIES**

The County, Reno and Sparks shall do the following:

A. Cooperate with RTC and its consultants in all phases of each Project located within their respective jurisdictions;

B. Assist the RTC in communicating with the public regarding the Project(s) located within their respective jurisdictions;

C. Accept ownership of and maintain each Project located wholly or partially within their respective jurisdictions upon completion of construction;

D. Upon notification from the RTC, require utilities having franchise agreements that require relocation to relocate their facilities prior to award of the Project in accordance with the franchise agreement; for utilities that do not address the issue of relocation in the franchise

agreement, require relocation of the subject facilities prior to the award of the Project if state law provides authority to do so; and

E. Coordinate development and administration of the Project with the RTC.

This Agreement is effective from and after the date first above written.

APPROVED AS TO LEGALITY AND FORM

BY: Dale E. Ferguson  
RTC GENERAL COUNSEL

**REGIONAL TRANSPORTATION COMMISSION  
OF WASHOE COUNTY**

BY: Neoma Jardon  
NEOMA JARDON, CHAIR

State of Nevada  
County of Washoe

This FY 2017 Interlocal Cooperative Agreement was acknowledged before me this 15<sup>th</sup> day of April, 2016, by Neoma Jardon, as Chair of the Regional Transportation Commission of Washoe County.

Denise Thompson  
Notary Public



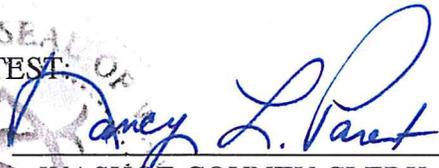
**BOARD OF COMMISSIONERS,  
WASHOE COUNTY, NEVADA**

By:   
CHAIRMAN

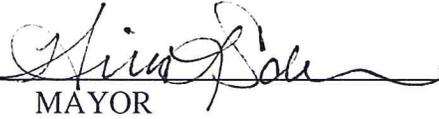
APPROVED AS TO FORM AND CONTENT:

BY:   
ATTORNEY



ATTEST:  
BY:   
WASHOE COUNTY CLERK

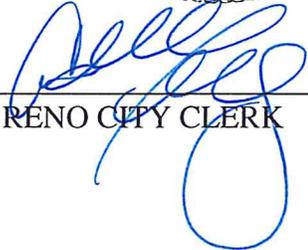
**CITY COUNCIL OF RENO, NEVADA**

By:   
MAYOR

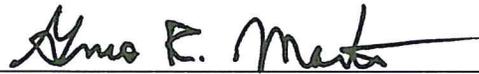
APPROVED AS TO FORM AND CONTENT:

BY:   
DEPUTY CITY ATTORNEY



ATTEST:  
BY:   
RENO CITY CLERK

**CITY COUNCIL OF SPARKS, NEVADA**

BY:   
MAYOR

APPROVED AS TO FORM AND CONTENT:

BY:   
DEPUTY CITY ATTORNEY

ATTEST:  
BY:   
SPARKS CITY CLERK



**EXHIBIT A**

**RTC PROGRAM OF PROJECTS 2017**

**PROPOSED RTC FISCAL YEAR (FY) 2017 PROGRAM OF PROJECTS (POP)**  
**PAVEMENT PRESERVATION AND CORRIDOR IMPROVEMENT PROJECTS**

\* ACTIVITY CODES

C = CONSTRUCTION (INCLUDES CONSTRUCTION SERVICES)

D = DESIGN

N = ENVIRONMENTAL (NEPA, INCLUDES PRELIMINARY DESIGN)

P = PLANNING

R = RIGHT OF WAY

PROJECT (YEAR OF CONSTRUCTION) & TERMINI	PROJECT OBJECTIVE	TOTAL PROJECT ESTIMATE (INCLUDES BUSES)	FUNDING SOURCE	PREVIOUSLY APPROVED		FY 17 POP FUNDS (PROPOSED)		TOTAL FUNDS PROGRAMMED (PROPOSED)
				AMOUNT	ACTIVITY *	AMOUNT	ACTIVITY *	
4TH & PRATER BUS RAPID TRANSIT PROJECT (2016) EVANS TO PYRAMID	CORRIDOR/TRANSIT CAPACITY IMPROVEMENT	\$52,570,000	RTC FUEL TAX RTC SALES TAX CMAQ/STP/TIGER	\$5,850,000 \$6,250,000 <u>\$18,000,000</u> \$30,100,000	D, R, C	\$15,100,000	C	\$5,850,000 \$6,250,000 <u>\$33,100,000</u> \$45,200,000
VIRGINIA STREET BUS RAPID TRANSIT EXTENSION (2017) PLUMB TO LIBERTY & MAPLE TO 19TH	CORRIDOR/TRANSIT CAPACITY IMPROVEMENT	\$60,000,000	RTC FUEL TAX FTA CMAQ	\$598,000 <u>\$5,042,142</u> \$5,640,142	D, N	\$5,000,000	D, R	\$5,598,000 <u>\$5,042,142</u> \$10,640,142
2015 PREVENTIVE MAINTENANCE (2015 & 2016) VARIOUS REGIONAL ROADS	PAVEMENT PRESERVATION	\$5,413,493	RTC FUEL TAX RTC SALES TAX	\$2,000,000 <u>\$3,413,493</u> \$5,413,493	D, C			\$2,000,000 <u>\$3,413,493</u> \$5,413,493
2015 CORRECTIVE MAINTENANCE (2015 & 2016) VARIOUS REGIONAL ROADS	PAVEMENT PRESERVATION	\$4,242,786	RTC FUEL TAX TMWA	\$4,017,786 <u>\$225,000</u> \$4,242,786	D, C			\$4,017,786 <u>\$225,000</u> \$4,242,786
2016 PAVEMENT MAINTENANCE (2016) VARIOUS REGIONAL ROADS	PAVEMENT PRESERVATION	\$3,500,000	RTC FUEL TAX			\$3,500,000	D, C	\$3,500,000

PAVEMENT PRESERVATION/CORRIDOR IMPROVEMENT SUMMARY	PREVIOUS APPROVED	FY 17 POP FUNDS (PROPOSED)	PROPOSED TOTAL
RTC FUEL TAX	\$12,465,786	\$8,500,000	
RTC SALES TAX	\$9,663,493	\$0	
FEDERAL/OTHER NON RTC:	<u>\$23,267,142</u>	<u>\$15,100,000</u>	
TOTAL:	\$45,396,421	\$23,600,000	\$68,996,421

**PROPOSED RTC FISCAL YEAR (FY) 2017 PROGRAM OF PROJECTS (POP)**

**CAPACITY AND CONGESTION RELIEF**

\* ACTIVITY CODES

C = CONSTRUCTION (INCLUDES CONSTRUCTION SERVICES)

D = DESIGN

N = ENVIRONMENTAL (NEPA, INCLUDES PRELIMINARY DESIGN)

P = PLANNING

R = RIGHT OF WAY

PROJECT (YEAR OF CONSTRUCTION) & TERMINI	PROJECT OBJECTIVE	TOTAL PROJECT ESTIMATE	FUNDING SOURCE	PREVIOUSLY APPROVED		FY 17 POP FUNDS (PROPOSED)		TOTAL FUNDS PROGRAMMED (PROPOSED)
				AMOUNT	ACTIVITY *	AMOUNT	ACTIVITY *	
SOUTHEAST CONNECTOR PHASE 2 (2015) SOUTH MEADOWS TO CLEAN WATER	CAPACITY IMPROVEMENT	\$207,205,000	RTC BOND FUEL TAX UTILITY REIMBURSEMENT	\$140,000,000 \$66,006,657 <u>\$1,198,343</u>				\$140,000,000 \$66,006,657 <u>\$1,198,343</u>
				\$207,205,000	D, R, N, C			\$207,205,000
MCCARRAN/PYRAMID INTERSECTION (2016)	CAPACITY IMPROVEMENT	\$72,345,326	FUEL TAX NDOT/FED	\$3,318,411 <u>\$69,026,915</u>				\$3,318,411 <u>\$69,026,915</u>
				\$72,345,326	D, R, C			\$72,345,326
N. MCCARRAN @ N. VIRGINIA INTERSECTION IMPROVEMENT (2016)	CAPACITY IMPROVEMENT	\$4,000,000	RRIF	\$4,000,000	D, C			\$4,000,000
TRAFFIC ENGINEERING SPOT INTERSECTIONS 5 (2016) LOCATIONS TO BE DETERMINED	CAPACITY IMPROVEMENT	\$1,020,000	RRIF	\$1,020,000	D, C			\$1,000,000
BIKE & PEDESTRIAN IMPROVEMENTS 3, 4 & 5 (2016) EVANS - 4TH TO N. MCCARRAN	CAPACITY IMPROVEMENT	\$1,350,000	RRIF CMAQ	\$67,500 <u>\$1,282,500</u>				\$67,500 <u>\$1,282,500</u>
				\$1,350,000	D, C			\$1,350,000
PEDESTRIAN IMPROVEMENTS 2016 & 2017 (2017) SUN VALLEY BLVD	CAPACITY IMPROVEMENT	\$2,000,000	RRIF CMAQ	\$50,000 <u>\$950,000</u>		\$50,000	D, C, R	\$100,000 <u>\$1,900,000</u>
				\$1,000,000	D, C	\$1,000,000		\$2,000,000
LEMMON DRIVE SIDEWALK (2017) DELI ST TO SURGE DR (WEST SIDE)	SAFETY	\$346,089	RTC FUEL TAX NDOT TAP			\$17,304 <u>\$328,785</u>		\$17,304 <u>\$328,785</u>
						\$346,089	D, C, R	\$346,089
NORTH VALLEYS IMPROVEMENTS (2016) LOCATIONS TO BE DETERMINED	CAPACITY IMPROVEMENT	\$5,692,000	FUEL TAX RRIF	\$250,000 <u>\$442,000</u>		\$1,500,000	D, C, R	\$1,750,000 <u>\$3,942,000</u>
				\$692,000		\$5,000,000		\$5,692,000
TRAFFIC ENGINEERING SPOT 6 INTERSECTION IMPROVEMENTS LOCATIONS TO BE DETERMINED	CAPACITY IMPROVEMENT	\$1,000,000	RRIF			\$1,000,000	D, C	
TRAFFIC MANAGEMENT 1 (2016) DESIGN & PILOT PROJECT	INTELLIGENT TRAFFIC SYSTEMS (ITS)	\$993,000	FUEL TAX CMAQ	\$49,493 <u>\$940,367</u>				\$49,493 <u>\$940,367</u>
				\$989,860	D, C			\$989,860
TRAFFIC MANAGEMENT 2A (2017) FIBER OPTIC CONNECTIVITY AND ITS EQUIPMENT INSTALLATION	INTELLIGENT TRAFFIC SYSTEMS (ITS)	\$1,000,000	RRIF CMAQ			\$50,000 <u>\$950,000</u>		\$50,000 <u>\$950,000</u>
						\$1,000,000	D, C	\$1,000,000
TRAFFIC MANAGEMENT 2B (2018) FIBER OPTIC CONNECTIVITY AND ITS EQUIPMENT INSTALLATION (WITH POTENTIAL RIGHT OF WAY)	INTELLIGENT TRAFFIC SYSTEMS (ITS)	\$1,000,000	RRIF CMAQ			\$50,000 <u>\$950,000</u>		\$50,000 <u>\$950,000</u>
						\$1,000,000	D, C, R	\$1,000,000

CAPACITY/CONGESTION RELIEF SUMMARY	PREVIOUS APPROVED	FY 17 POP FUNDS (PROPOSED)	PROPOSED TOTAL
RRIF/FUEL TAX:	\$75,204,061	\$6,167,304	
RTC BONDS:	\$140,000,000		
FEDERAL/OTHER NON RTC:	<u>\$73,398,125</u>	<u>\$3,178,785</u>	
TOTAL:	\$288,602,186	\$9,346,089	\$297,948,275

**INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES**

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

**Office of the Nevada Attorney General  
100 N. Carson St.  
Carson City, NV 89701**

**And**

**Washoe County Sheriff's Office – Forensic Science Division  
Acting by and Through the**

**Washoe Board of County Commissioners  
1001 E. Ninth Street, Reno, NV 89512  
775-328-2000**

This Contract Agreement ("Agreement") is made and entered into by and between the **Office of the Attorney General of the State of Nevada ("Attorney General")** and the Washoe Board of County Commissioners, on behalf of, and having the necessary legal authority to bind, the **Washoe County Sheriff's Office ("WCSO")**, hereinafter collectively referred to as "the Parties".

WHEREAS, following an investigation by the Attorney General of Chase Bank, USA N.A. and Chase Bankcard Services, Inc. (collectively, "Chase") concerning their business practices, the Attorney General and Chase reached a settlement agreement to resolve the Attorney General's claims that Chase engaged in multiple violations of Nevada's Deceptive Trade Practices Act, NRS §§ 598.0903, et seq. (the "Chase Settlement"). The terms of the Chase Settlement are found in an Assurance of Discontinuance filed in the Eighth Judicial District Court, Clark County, Nevada on July 8, 2015;

WHEREAS, pursuant to the terms of the Chase Settlement, the State of Nevada was awarded One Million, Seven Hundred Fourteen Thousand, Three Hundred Seventy-Six Dollars and Fifty-Three Cents (\$1,714,376.53) (the "Settlement Funds"). Pursuant to the terms of the Chase Settlement, those funds may be used for any purposes permitted by state law, including the support of Nevada law enforcement efforts to support victims of rape and domestic violence in various ways, including but not limited to providing additional resources to test backlogged rape kits;

WHEREAS, WCSO solicited bids from qualified vendors to provide professional Untested Sexual Assault Kits Analysis, pursuant to the terms and provisions in the bid, and Sorenson Forensics, LLC ("Sorenson") of Salt Lake City, Utah provided the winning

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bid, which was accepted when the Washoe Board of County Commissioners approved Sorenson's bid on February 23, 2016 (the "Sexual Assault Kit Services Contract"). Pursuant to the Sexual Assault Kit Services Contract, Sorenson will perform biological screening and DNA analysis on evidentiary items provided by WCSO, including sexual assault kits and other sources of DNA (collectively, "Testing Services").

WHEREAS, the purpose of this agreement is to provide an arrangement and process for the Attorney General to reimburse WCSO a portion of its costs and expenses for approved Testing Services performed by Sorenson.

WHEREAS, NRS § 277.180 authorizes one or more public agencies to contract for the performance of any governmental service, activity or undertaking which any of them are authorized by law to perform. As a joint and cooperative law enforcement effort, the Parties desire to use a portion of the Settlement Funds to test sexual assault kits in the possession of WCSO pursuant to the terms and conditions of this Agreement.

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

1. REQUIRED APPROVAL. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. AGREEMENT TERM. This Agreement shall be effective upon approval of the appropriate governing body(ies) ("Effective Date") until December 31, 2018, unless sooner terminated by either party as set forth in this Agreement. At any time prior to the expiration of the initial term, or any extended term, the term of this Agreement may be extended by up to one year upon the mutual written consent of the Attorney General and WCSO.
4. TERMINATION. This Agreement may be terminated immediately by mutual consent of both Parties. This Agreement may also be terminated by either Party without cause prior to the date set forth in paragraph three (3), provided that a termination shall not be effective until thirty (30) days after a Party has served written notice upon the other Party. This Agreement may also be terminated immediately by the Attorney General for cause upon the first occurrence of any of the following events: (i) in the event any portion of the Testing Kit Funds (defined below) or Testing Related Shipping Costs (defined below) are used for any purpose other than for reimbursing the cost of Testing Services described herein; (ii) in the event WCSO becomes incapable of using the Testing Kit Funds for the intended purpose, as determined by either WCSO or the Attorney General; (iii) in the event WCSO becomes, or is found to be, insolvent; (iv) in the event the objectives and the goals of Testing Services are not met; or (v) in the event the Attorney General is not approved by the Nevada Legislature, any legislative committee including without limitation the Interim Finance Committee, or the

State Board of Examiners to use funds from the Chase Settlement for the purpose of reimbursing WCSO for Testing Services.

5. NOTICE. All notices required under this Agreement shall be considered effective upon deposit if sent by U.S. Certified Mail, Return Receipt Requested, and addressed to the Parties at their addresses captioned above.

6. INCORPORATED DOCUMENTS. WCSO has contracted with Sorenson, which has all necessary certifications or accreditations necessary to perform professional Testing Services. This Agreement incorporates the terms of the Sexual Assault Kit Services Contract between WCSO and Sorenson, to the extent they do not conflict with this Agreement.

ATTACHMENT A: Sexual Assault Kit Services Contract between WCSO and Sorenson.

7. CONSIDERATION. The Testing Services procured by WCSO will assist the Attorney General in achieving one of its goals in the Chase Settlement. In exchange, and subject to WCSO's compliance with all terms of this Agreement, the Attorney General agrees to reimburse WCSO for the costs of the Testing Services, excluding shipping costs, at the rate of up to **\$675** per kit tested, up to an aggregate amount not to exceed Four Hundred Eleven Thousand Seven Hundred Fifty Dollars and Zero Cents (**\$411,750.00**) ("Testing Kit Funds"). In addition, the Attorney General agrees to reimburse WCSO for shipping costs borne by WCSO in connection with the Testing Services, up to an aggregate amount not to exceed Two Thousand Six Hundred Twenty-Six Dollars and Fifty-Three Cents (**\$2,626.53**) ("Testing Related Shipping Costs"). Subject to WCSO preparing and providing all reports required by this Agreement, the Attorney General will reimburse WCSO for approved Testing Services expenses, and approved Testing Related Shipping Costs, once every thirty (30) day period.

8. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Agreement are also specifically a part of this Agreement and are limited only by their respective order of precedence and any limitations expressly provided. Notwithstanding the generality of the foregoing, if at any time the Attorney General has reason to doubt the credentials, qualifications or capabilities of the company or agents providing the Testing Services, the Attorney General may refuse further reimbursements to WCSO from the Testing Kit Funds until such time as the Attorney General's concerns are adequately resolved. In the event the Attorney General refuses further reimbursements to WCSO pursuant to this paragraph 8, the Attorney General agrees to provide written notice to WCSO reasonably identifying its concerns.

9. INSPECTION & AUDIT.

a. Documentation of WCSO Expenditures. No Testing Kit Funds or Testing Related Shipping Costs will be provided until such expenses have been incurred by WCSO

and the Attorney General has approved reimbursing the expenses. More specifically, in order to receive any Testing Kit Funds or Testing Related Shipping Costs, WCSO shall provide a monthly expenditure report by the fifteenth (15th) day of each month to the Attorney General, which shall include the following: a certified monthly financial report form (on a form supplied by the Attorney General) which identifies each expenditure, its date and amount, and copies of back-up documentation, including copies of invoices and payment checks for each expenditure reported. Upon review and approval of WCSO's monthly expenditure report, payment will be provided by the Attorney General for approved expenses. Payment reimbursement may not be requested more than once every thirty (30) day period. The Attorney General will reject requests for reimbursement of any approved expenditure submitted more than 90 days after the occurrence of such expenditure. If any expenses are not approved, WCSO agrees to utilize another funding source and to cover such expenses.

- b. Progress Reports. The Attorney General reserves the right to request certified progress reports from WCSO, which will describe the progress and success of the Testing Services and respond to any performance benchmarks identified by the Attorney General at the time of request. The Attorney General may, but is not required to, request such reports once every three (3) months during the term of this Agreement. Upon receipt of such a request, WCSO shall provide the certified progress report within fifteen (15) days. All progress reports shall be addressed to the Attorney General at 100 N. Carson Street, Carson City, Nevada 89701, Attention: Assistant Attorney General.

For any progress reports requested by and provided to the Attorney General, WCSO understands and acknowledges that the Attorney General will monitor the progress indicators therein for purposes of its own evaluation and may additionally utilize and refer to the information reported by WCSO for public consumption, including but not limited to, in its own reports to the Nevada Legislature.

- c. Books and Records. Each Party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the other Party, the State of Nevada or their authorized representatives, upon audits or reviews, and sufficient information to determine compliance with any applicable regulations and statutes.
- d. 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 described in subparagraphs 9(a) and (b) 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, the Department of Administration, Budget Division, and the State Legislative Auditor.

e. 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 the retention period runs from the date of termination, completion or other expiration 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.

10. 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.

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

12. FORCE MAJEURE. Neither Party shall be deemed to be in violation of this 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.

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

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

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

16. 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 nonenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

17. 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.

18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law or this Agreement, any reports, histories, studies, tests, manuals, instructions, photographs, negatives, plans, data, system designs, computer code, or any other documents or drawings, prepared or in the course of preparation by either Party in performance of its obligations under this Agreement shall be the joint property of both Parties.

19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The Parties agree to assert all claims to confidentiality available by law or a common law balancing of interests before disclosing any particular record that is subject to this Agreement.

20. CONFIDENTIALITY. Subject to the Attorney General's right to use progress reports, as described in paragraph 9(b), 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.

21. 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 enter into this Agreement.

22. 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 for enforcement of this Agreement.

23. ENTIRE AGREEMENT AND MODIFICATION. This Agreement and its integrated attachment(s) constitute the entire agreement of the Parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this 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.

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

**Office of the Nevada Attorney General**

\_\_\_\_\_  
Adam Paul Laxalt,  
Attorney General, State of Nevada

\_\_\_\_\_  
Date

**Washoe Board of County Commissioners**

  
\_\_\_\_\_  
Kitty K. Jung, Chair  
Washoe County Commission

  
\_\_\_\_\_  
Date

**APPROVED BY BOARD OF EXAMINERS**

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

On \_\_\_\_\_  
Date

Approved as to form by:

\_\_\_\_\_  
Deputy Attorney General for Attorney General,  
State of Nevada

On \_\_\_\_\_  
Date

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