

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

TUESDAY

10:00 A.M.

MAY 9, 2017

PRESENT:

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

Jan Galassini, Chief Deputy 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:

17-0342 AGENDA ITEM 3 Public Comment.

Ms. Tammy Holt-Still provided a handout, which was placed on file with the Clerk. She said a gravel barrier was placed behind Compton Street but not behind Shane Street and she stated it needed a barrier also. She noted she had asked for a full accounting of the expenditures for the declared emergency in Lemmon Valley many times. She noted the Lemmon Valley residents were paying more money for reduced services from Waste Management and still had not heard about the additional services they requested. She was unhappy with the processes the County took to resolve the issues in Lemmon Valley.

Mr. Danny Cleous spoke regarding people speeding on his street and wanted the County to take measures to resolve the issue. He indicated the offenders lived in the neighborhood and the Sheriff's Office did not want to deal with the issue. He was concerned about mosquitos and hoped there would be resolutions during Agenda Item 13. He spoke regarding the land in Lemmon Valley, which was saturated and he was concerned that rain would cause more flooding.

Ms. Elise Weatherly said police were waiting to catch people speeding and she thought law enforcement's time could be utilized better helping with crime. She thought the state should utilize one language and not give preference to people who had not learned the English language.

Mr. Sam Dehne spoke regarding the media, law enforcement, Sheriff Chuck Allen, the school bond tax, firefighters using C-130's, and the Open Meeting Law at the *Reno Gazette-Journal*.

Ms. Cathy Brandhorst spoke about matters of concern to herself.

Ms. Nikki Berry requested the County supply dumpsters in the residential areas of Lemmon Valley so residents could start the cleanup effort.

17-0343 **AGENDA ITEM 4** Announcements/Reports.

Commissioner Berkbigler spoke regarding a letter that was received about the Steamboat Canal. She wanted a staff report related to the canals and the County's responsibilities to maintain them.

Commissioner Hartung wanted the alarm ordinance response to be a priority. He did not understand why the issue was being put off until June 23rd. He requested staff to report to the Board regarding the possibility of a storm water utility plan for the North Valleys such as the one in Spanish Springs. He said water flows came from outside of Lemmon Valley and flowed into Swan Lake. He stated in Spanish Springs, the water flowed into an ore ditch and into Sparks but because of development, it was necessary to meter the water flows. He noted flooding was a countywide issue and all residents should assist in the maintenance of storm water utilities. He stated Spanish Springs had paid millions of dollars over the years for a storm water utility and it was a great model for the rest of the County. He said he had the honor of attending the James D. Hoff Peace Officer memorial and he noted that sadly another name, Detective Chad Parque from the North Las Vegas Police Department, was added to the memorial.

Commissioner Jung stated she attended the volunteer remembrance that the Senior Outreach Services organized to honor seniors lost in the past year. She said the County was honored for the printing and discretionary funds that were provided to the Senior Outreach Services. She asked for more than two hours of staff time to explore detention center issues with Sheriff Chuck Allen. She spoke about Agenda Item 5F1 regarding the County and the Polygrarian Institute partnership. She said the institute provided education, research and public awareness along with outreach campaigns related to a food and prescription program through Renown Health; taught citizens to build irrigation systems, hoop houses, goat and sheep shelters, compost bins, and prune fruits and vegetables. She noted the Regional Parks and Open Space endorsed this program and she wanted to give \$500 of her discretionary funds to them to cover the loss in revenue under their existing grazing lease. She requested an item be placed on an upcoming agenda to provide them with the funds.

Commissioner Hartung said he wanted to see several places within the detention facility but he thought an audit should be performed to review operational processes first.

Commissioner Berkbigler said she received many complaints about a bear being shot by a Washoe County Deputy Sheriff. She was concerned that safety was an issue and she noted the Caughlin Ranch citizens were concerned about their neighborhood bears. She asked, in regards to Agenda Item 5F1, whether the neighbors should be notified of the hoop houses and programs taking place on the property.

Commissioner Jung clarified her request for time with the Sheriff and the detention facility was to help them with their issues. She said Commissioner Berkbigler's concern regarding the neighbors to the Polygrarian Institute would not be an issue as the neighbors had goats and sheep on their property.

Chair Lucey requested staff time to research speeding issues on Andrews Lane and Rhodes Road and he wanted the process started for speed bumps to be installed. He and Commissioner Hartung had discussed funding between departments for legal defense and he noted each department paid into the fund through their annual budget. He was concerned that departments could exceed their budgets. He spoke regarding the Sheriff's Department, which fell under the County umbrella. He noted Sheriff Allen announced he would not seek reelection and he was concerned about the department and the transition. The County needed to ensure the ability to transition was in place for the Sheriff whether it was training, funding or relocating Deputies. He said if a Deputy was not trained to deal with wild animals, they should not be placed in an area where they could encounter them. He then stated the American Public Transit Conference was in town and it brought people from all over the Country to experience the County's transit processes.

CONSENT AGENDA ITEMS – 5A THROUGH 5I2

- 17-0344** **5A** Acknowledge the communications and reports received by the Clerk on behalf of the Board of County Commissioners.
- 17-0345** **5B** Acknowledge the grant award from the Office of Traffic Safety to the Second Judicial District Court, [in the amount of \$20,000 (\$20,000 in-kind match required),] retroactively for one year beginning October 1, 2016 to September 30, 2017 and direct the Comptroller's Office to make the necessary budget amendments. District Court. (All Commission Districts.)
- 17-0346** **5C** Approve the revised Pro Tem Justice of the Peace panel for the Justice Courts pursuant to NRS 4.032; and, approve same to serve as a list of potential Administrative Enforcement Code hearing officers pursuant to Washoe County Code 125.225. Human Resources. (All Commission Districts.)
- 17-0347** **5D** Approve the Continuum of Care – Permanent Supportive Housing Program Grant from the United States Department of Housing and Urban Development (HUD), in the amount of [\$82,368; \$31,513 County match] to provide housing and supportive services for homeless families for the

period of September 1, 2017 through August 31, 2018; authorize the Chair to execute the grant agreement and direct the Comptroller's Office to make the appropriate budget amendments. Social Services. (All Commission Districts.)

- 17-0348** **5E** Approve Fiscal Year 2017-2018 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.)
- 17-0349** **5F1** Approve a Lease Agreement between Washoe County and Polygrarian Institute, a Nevada 501(c)(3) nonprofit organization, for use of a five-acre parcel at Betsy Caughlin Donnelly Park for a 36 month term, commencing on May 15, 2017, as authorized under NRS 244.284. Community Services. (Commission District 1.)
- 17-0350** **5F2** Approve a Location Access Agreement between Washoe County and Gypsy Moth Productions commencing on May 10, 2017 and through June 30, 2017, to access the Regional Emergency Operations Center to record and produce a documentary currently entitled "Broken Propeller;" and, if approved, authorize the Community Services Department Director to execute the Location Access Agreement on behalf of Washoe County. Community Services. (Commission District 3.)
- 17-0351** **5F3** Approve a Quitclaim Deed to convey real property, a portion of APN 038-100-31 (totaling .37 acres) for use as a public right-of-way to the State of Nevada Department of Transportation; and if approved, direct the Clerk's Office to record the Quitclaim Deed. Community Services. (Commission District 5.)
- 17-0352** **5G1** Acknowledge Receipt of the Interim Financial Report for Washoe County Governmental Funds for the Nine Months Ended March 31, 2017 – Unaudited. Comptroller. (All Commission Districts.)
- 17-0353** **5G2** Approve the settlement of the claim of Flying ME Ranch v. Washoe County, et al in which Washoe County stipulates Plaintiff's Ranch Roads are not public roads and agrees to permanently remove Plaintiff's Ranch Roads from its Maps, GIS or otherwise and will manufacture and install two signs, designating private property, in locations designated by Plaintiff on Plaintiff's property for all claims against all defendants. Comptroller. (All Commission Districts.)

- 17-0354** **5H1** Acknowledge Receipt of the Washoe County 2017 Cash Controls Audit Report from the Internal Audit Division. Manager. (All Commission Districts.)
- 17-0355** **5H2** Approve Commission District Special Fund disbursement [in the amount of \$17,700] for Fiscal Year 2016-2017; District 1 Commissioner Marsha Berkbigler recommends [\$1,000] grant to University of Nevada, Reno for the Griffin/Santini Endowment Fund, [\$8,500] grant to Duncan Traner Library for the addition of an Audio Station and Makerspace, [\$2,500] grant to Truckee Meadows Parks Foundation for the Senior Walking Program, [\$700] grant to Truckee Meadows Fire Protection District to sponsor seven children for the Kids Fire Camp, and [\$5,000] grant to Friends of Washoe County Library for the Summer Reading Program 2017; approve Resolution necessary for same; and direct the Comptroller's Office to make the necessary budget appropriation transfers and disbursements of funds. Manager. (Commission District 1.)
- 17-0356** **5H3** Approve Commission District Special Fund disbursement [in the amount of \$20,000] for Fiscal Year 2016-2017; District 2 Commissioner Bob Lucey recommends [\$2,000] grant to South Valleys Library, [\$5,000] grant to Washoe County Regional Parks and Open Space for improvements at the South Valleys Park, [\$5,000] grant to The National Council of Juvenile and Family Court Judges, [\$2,500] grant to Truckee Meadows Parks Foundation for the Senior Walking Program, and [\$5,500] grant to Truckee Meadows Fire Protection District to sponsor the Kids Fire Camp; approve Resolution necessary for same; and direct the Comptroller's Office to make the necessary budget appropriation transfers and disbursements of funds. Manager. (Commission District 2.)
- 17-0357** **5H4** Approve a grant award [in the amount of \$27,871.50[Match of \$9,290.50], from Nevada Public Agency Insurance Pool Public Agency Compensation Trust for the Risk Management Grant Program, retroactive from March 21, 2017 through date of delivery, for the purpose of purchasing a Stryker Power-Pro XT Self-Loading Gurney, and direct the Comptroller to make the appropriate budget amendments. Manager. (Commission District 5.)
- 17-0358** **5H5** Approve Commission District Special Fund disbursement [in the amount of \$6,000] for Fiscal Year 2016-2017; District 4 Commissioner Vaughn Hartung recommends [\$5,500] grant to Truckee Meadows Fire Protection District to sponsor the Kids Fire Camp, and [\$500] grant to Truckee Meadows Fire Protection District to sponsor five children from District 4 to attend the Kids Fire Camp; approve Resolution necessary for same; and direct the Comptroller's Office to make the necessary budget appropriation transfers and disbursements of funds. Manager. (Commission District 4.)

- 17-0359** **5H6** Approve Commission District Special Fund disbursement [in the amount of \$2,500] for Fiscal Year 2016-2017; District 4 Commissioner Vaughn Hartung recommends, in support of Adylenn Trimble projects, [\$300] grant to the Children’s Cabinet, [\$300] grant to the Kids Kottage, [\$500] grant to the Food Bank of Northern Nevada, [\$300] grant to the American Cancer Society, [\$300] grant to the Renown Health Foundation, [\$300] grant to the Friends of the Washoe County Library, [\$500] grant to the Washoe County School District – Spanish Springs Elementary; approve Resolution necessary for same; and direct the Comptroller’s Office to make the necessary budget appropriation transfers and disbursements of funds. Manager. (Commission District 4.)
- 17-0360** **5I1** Acknowledge Receipt of Status Report of Commissary Fund submitted by the Washoe County Sheriff’s Office Commissary Committee for Third Quarter for Fiscal Year 16/17. Sheriff. (All Commission Districts.)
- 17-0361** **5I2** Approve the attached resolution to augment the Regional Public Safety Training (RPSTC) Fund in the amount of [\$36,000, net impact to General Fund is zero] using RPSTC Fund Carryover to cover previously approved unbudgeted expenditures for fiscal year 2016-2017; and if approved, direct the Comptroller’s Office to make the appropriate budget adjustments. Sheriff. (All Commission Districts.)

Commissioner Jung read the grant and donation items and thanked the Commissioners for the money provided from their budgets to help the community.

Commissioner Hartung asked for Agenda Item 5H5 to reflect the sponsorships were available to all children from Sparks, not just from District 4.

County Manager John Slaughter stated the sponsorships would be assigned accordingly.

On the call for public comment, Mr. Norman Azevedo stated Agenda Item 5G2 was a proposed settlement related to his ranch and the County. He said the dispute was regarding a road that crossed a public easement. He indicated that after eight years he received a copy of the original map proving the road was a private road, not a public road. He stated the issue could have been resolved without a lawsuit or the many threats he received if the information was brought forward earlier.

Ms. Cathy Brandhorst spoke about matters of concern to herself.

Ms. Elise Weatherly spoke regarding Agenda Item 5B and said donating money to groups was important but she said she had donated to many groups in the past and found the funds were not being used as intended.

Mr. Sam Dehne spoke regarding consent Agenda Item 5D, signing in to speak and the Volunteers of America.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Consent Agenda Items 5A through 5I2 be approved. Any and all Resolutions or Interlocal Agreements pertinent to Consent Agenda Items 5A through 5I2 are attached hereto and made a part of the minutes thereof.

BLOCK VOTE – 6 THROUGH 11

17-0362 **AGENDA ITEM 6** Recommendation to appoint one of Washoe County's members to the Truckee River Fund Advisory Committee [staff recommends Brian Bonnenfant]. Community Services. (All Commission Districts.)

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Brian Bonnenfant be appointed to the Truckee River Fund Advisory Committee.

17-0363 **AGENDA ITEM 7** For possible action to approve, on the recommendation of the Chair, the appointment of Michael W. Lawson to the Washoe County Planning Commission representing Commission District 2 (generally includes the Southeast Truckee Meadows area, the Southwest Truckee Meadows area, and Washoe Valley), to fill an unexpired term beginning on June 6, 2017, and ending on June 30, 2019, or until such time as Mr. Lawson no longer serves on the Planning Commission or a successor is appointed, whichever occurs first. Community Services. (Commission District 2.)

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

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Michael W. Lawson be appointed to the Washoe County Planning Commission representing District 2.

17-0364 **AGENDA ITEM 8** For possible action to approve, on the recommendation of the Chair, the appointment of Ken Krater to the Washoe County Planning Commission when the Commission convenes as the Capital Improvement Advisory Committee (CIAC) to fill a partial term beginning on May 9, 2017 and ending on June 30, 2017, and to fill a full term beginning on July 1, 2017, and ending June 30, 2021, or until such time as Mr. Krater no longer serves on the Planning Commission as a member of the CIAC or a successor is appointed, whichever occurs first. Community Services. (All Commission Districts.)

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Ken Krater be appointed to the Washoe County Planning Commission when the Commission convenes as the Capital Improvement Advisory Committee.

17-0365 **AGENDA ITEM 9** Discussion and possible action to approve and direct the Washoe County Manager to sign the Nevada Shared Radio System Contract by and between the State of Nevada acting through its Department of Transportation, NV Energy and Washoe County, Nevada, as recommended by the Joint Operating Committee (JOC) of the Washoe County Regional Communications System (WCRCs). Technology Services. (All Commission Districts.)

There was no public comment on this item.

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

17-0366 **AGENDA ITEM 10** Recommendation to award a bid and approve the Agreement to the lowest responsive, responsible bidder for the North Valleys Phase V Sports Complex Addition Project, [staff recommends Sierra Nevada Construction, Inc., in the amount of \$2,333,007.00]; and direct the Comptroller's Office to make the appropriate budget adjustments. Community Services. (Commission District 5.)

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 10 be awarded, approved and directed.

17-0367 **AGENDA ITEM 11** Authorize the creation 1.0 FTE Program Coordinator, pending Job Evaluation Committee (JEC) approval, to provide daily oversight of program and operations of the Family Engagement Center (Visitation Center), funded 100% by the Victims of Crime Act (VOCA) sub-grant accepted by the Board on July 26, 2016. Direct the Human Resources Department to make the necessary staffing adjustments and initiate the recruitment process. Social Services (All Commission Districts.)
There was no public comment on this item.

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

17-0368 **AGENDA ITEM 12** Hold the first reading of an ordinance: (1) amending Ordinance No. 1000 in order to change the boundaries of District No. 24 (Groundwater Remediation); (2) providing for a notice of a public hearing and other matters relating thereto; and (3) setting the public hearing for the second reading and possible adoption on June 13, 2017; AND Hold the first reading of an ordinance: (1) imposing a fee on the parcels of land in Washoe County, Nevada District No. 24 (Groundwater Remediation) to pay the costs of developing and carrying out a plan for remediation; (2) providing for a notice of a public hearing and other matters relating thereto; and (3) setting the public hearing for the second reading and possible adoption on June 13, 2017. Community Services. (All Commission Districts.)

The Chair opened the public hearing by calling on anyone wishing to speak for or against adoption of said Ordinance.

Jan Galassini, Chief Deputy County Clerk, read the title for Bill No. 1778.

Jan Galassini, Chief Deputy County Clerk, read the title for Bill No. 1779.

Commissioner Hartung asked whether dry cleaning companies in the community were being held responsible for the ground water contamination.

Legal Counsel Paul Lipparelli stated it was difficult to determine the sources of the contamination. He noted there were many different types of businesses that used contaminants and he said it was easier to collect revenue from the people who benefited from the treatment of the pollutants.

Commissioner Hartung stated he would support the item and he noted the Truckee Meadows Water Authority (TMWA) was working on issues in Spanish Springs by testing new technology for cases related to high levels of nitrates, which could also work well for the Perchloroethylene (PCE) contamination. He noted PCEs had been

improperly disposed of for many years and continued to contaminate the groundwater. He thought the businesses such as dry cleaners that used PCEs should be held responsible for the contamination.

Director of Engineering Dwayne Smith stated some industries continued to use PCEs but dry cleaners in Sparks, except for one, discontinued the use of the solvents.

Commissioner Hartung said when PCEs were disposed of in the sewer system he thought they could leach out due to fractures in the waste system.

Mr. Smith stated it was difficult issue to determine but the dry cleaners were prohibited from disposing of chemicals in the drain. He indicated there were collection systems, processes and procedures in place at each dry cleaner to eliminate contamination.

There was no public comment on this item.

Bill No. 1778 was introduced by Commissioner Hartung, and legal notice for final action of adoption was directed.

Bill No. 1779 was introduced by Commissioner Hartung, and legal notice for final action of adoption was directed.

17-0369 **AGENDA ITEM 13** Update on North Valleys flood incident operations. Community Services. (Commission District 5.)

Director of Community Services Dave Solaro conducted a PowerPoint presentation regarding the North Valleys Incident. He indicated there were three lakes in the North Valleys: Swan Lake, Silver Lake and White Lake. He said maintenance of the barrier system, pumping operations around Swan Lake, and recovery efforts for residents, were occurring. He said homes not protected by the barrier system were vulnerable to increasing lake elevation levels as the seasons transitioned. He referred to slide one of the presentation regarding the progress in Lemmon Valley. He reviewed the maps on slide two explaining the progresses that the County and the City of Reno had made to protect the businesses from Silver Lake and the residents from Swan Lake. He spoke regarding slides three and four, which related to the elevation levels of the lakes. He addressed the status of the homes affected and explained the plan, which was intended to go to mid-summer and beyond. He reviewed slide eight that explained the mosquito situation and what the County was doing to mitigate the issue. He noted the mosquito issue was not specific to the North Valleys but was countywide. He said the concerns with mosquitos was related to the West Nile Virus and the Health District indicated reports of the West Nile Virus increased after previous flood years. He provided the PowerPoint presentation, which was placed on file with the Clerk.

Commissioner Hartung stated Spanish Springs had an issue with mosquitos for years due to the open water and the area anticipated more issues this year. He thanked Mr. Solaro for the update. He asked about placing barriers in roads to act as speed bumps and he wondered who would be responsible if an emergency vehicle hit them and sustained damage.

Legal Counsel Paul Lipparelli stated obstructing a public road could be a criminal offense prosecutable as a misdemeanor.

Commissioner Hartung was concerned about residents placing sandbags in the roads in an attempt to control speeding and he thought contacting the Sheriff's Office for assistance was the proper way to resolve the issue. He asked about increased traffic when the National Championship Air Races occurred in September.

Mr. Solaro stated the issue was getting residents in and out of their neighborhood by utilizing Military Road.

Commissioner Hartung stated he was glad the County was planning for increased traffic ahead of time.

Commissioner Berkbigler thanked Mr. Solaro for the presentation. She said she reminded the residents of Incline Village that staff were spread thin due to many other affected areas. She was concerned about Lemmon Valley Drive because her family lived there and continued to ask about the re-opening of the road. She said if she understood it correctly, Lemmon Valley Drive belonged to the City of Reno.

Mr. Solaro stated staff was working with the City of Reno regarding Lemmon Valley Drive and there was a possibility that sections of the road would need to be replaced. He stated the road had been identified for public assistance through the Federal Emergency Management Agency (FEMA) declaration. He said staff was working through the process but until the water receded, it was difficult to assess the amount of damage.

Commissioner Berkbigler said she walked her dogs along Alum Creek, near the Truckee River, and she noted the water was moving so quickly that it lifted the asphalt. She stated it was fascinating to see the damage to an area after the City of Reno repaired the walking path, which was washed out from previous flooding. She said the repairs would be significant and would not be completed overnight.

County Manager John Slaughter spoke regarding the mosquito issues and he stated during a normal year the Health District, who was responsible for vector control, budgeted for mosquito abatement. He indicated in a typical year the Health District treated 250 acres for mosquitos. Due to storms and flooding this was an abnormal year so staff had been working with the Health District to identify funding to mitigate the additional vector control. He confirmed this was a countywide issue and noted in the

most recent budget meeting the impacts that the natural disasters had on the budget were discussed. He said staff was working to mitigate the mosquito issue in a timely manner.

Commissioner Jung indicated a significant amount of tax dollars had been spent in one area of the County and if and when the full accounting became public, there would be many upset citizens. She noted the budget was limited and immense amounts of time and taxpayer dollars had been expended in Lemmon Valley. She talked about the Lemmon Valley residents who attended the Board meetings to complain and thought the majority of their homes were not directly affected by the floods. She stated the County had provided housing, food, as well as fund drives for the affected residents and she thought it was time to focus on other issues within the County. She mentioned the residents who spoke at the Board meetings were dissatisfied with staff and stated they were not handling the situation well, but she noted this was a natural disaster and the work staff had done was in addition to their regular duties. She noted other issues in the County were important and staff was spread thin due to the natural disasters. Staff was unable to provide assistance in needed areas including a meeting she had to cancel because there were not any staff members available to facilitate it. She thanked Mr. Solaro and his staff for their hard work. As the Chair of the District Board of Health, she thanked Mr. Slaughter for taking time to speak to the District Health Officer. She indicated there were no extra funds in the budget to provide additional mosquito abatement and noted the coverage area could be up to five times larger than what was budgeted.

There was discussion about grants or funding through the Centers for Disease Control and Prevention (CDC) to assist with the additional vector control. It was determined no grants or funds were available currently but staff would exhaust all avenues to seek funding. There was concern regarding the Zika and West Nile viruses but it was noted the area was not the proper climate for the Zika virus and the Health District tested for the West Nile virus continually.

There was discussion about a tentative date for Lemmon Valley Drive to re-open and it was determined it could be late fall before that occurred. It was noted once the water receded, there would be safety inspections of the road and portions of it could require replacement.

Mr. Solaro stated Swan Lake could rise faster as it became smaller. He said no one knew how the lake would react to the next wet season.

Chair Lucey stated he received an email from a resident in Lemmon Valley requesting reimbursement for the extra mileage traveled around the closed road. He indicated there would be no reimbursements. He said there could be some property tax adjustments in certain instances due to the flooding but not for residents who lived near the flooding; there would have to be flood damage to the structures.

There was discussion about placing dumpsters in Lemmon Valley for residents to start the cleanup efforts. It was determined an insurance claim of an affected home would cover the cost of a dumpster. Waste Management had reached out to residents to inform them of the procedures. There was concern about the disposal of sandbags and it was suggested residents retain them in case of additional flooding from snowmelt. It was indicated the County did not supply dumpsters in the Little Valley Fire cleanup.

On the call for public comment, Ms. Tammy Holt-Still indicated her home was not flooded in Lemmon Valley but she came to speak for people who were flooded. She displayed photos of flooded streets where no barriers were placed. The photos displayed were placed on file with the Clerk during Agenda Item 3.

Mr. Danny Cleous invited the Commissioners to come to his house to witness the struggles of his neighbors who attempted to rebuild. He stated the neighbors were doing the least expensive processes to get back into their homes due to the lack of money to repair their homes properly. He read from the Swan Lake master plan about the amount of effluent water that ran into the lake and noted there were more than 490-acre feet going into the lake every day. He said the Sheriff's Department and the Truckee Meadows Fire Protection District stated that sandbag speed bumps were the best way to slow down speeders. He mentioned Marshall Realty donated a dumpster for the community. He stated he was not seeing the help from the County that he was told was there.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 13 be accepted.

17-0370 **AGENDA ITEM 14** Discussion and direction to staff regarding legislation or legislative issues proposed by legislators, by Washoe County or by other entities permitted by the Nevada State Legislature to submit bill draft requests, or such legislative issues as may be deemed by the Chair or the Board to be of critical significance to Washoe County. Manager. (All Commission Districts.)

County Manager John Slaughter asked for Agenda Items 14 and 15 be heard together.

Management Services Director Al Rogers reported for week 13 of the legislative session and detailed the report from the previous week. He reviewed his report, which displayed the bills the Board supported, were neutral about, opposed and bills being watched. He asked the Board for direction on Assembly Bill (AB) 271, AB 384, Senate Bill (SB) 356 and SB 462. He provided documents, which were placed on file with the Clerk.

Commissioner Berkbigler indicated she testified in support of SB 462 and she clearly stated the Board had not approved the bill. She said the bill was Senator

James Settelmeyer's bill and some amendments had been made to create a better bill; however, they also made it a weaker bill. She thought it was a step in the right direction because it allowed the Board to review General Improvement Districts (GIDs). She stated in Douglas County there were 22 GIDs. She stated due to a dispute between neighbors, the GID approved to have one side of the street plowed when it snowed and the plow pushed the snow onto the other side of the road. Residents who were on the GID lived on the side of the road that was plowed, but residents who were not on the GID lived on the side of the road that was not plowed and they could not enter or exit their properties due to the piled snow. She said this was done with taxpayer dollars and it was not acceptable behavior. She noted most of the GIDs operated without audits. She stated there was no jurisdiction to take over the operations of the GIDs and she thought this would allow the County to review GIDs to ensure they were operating properly. She said any potential changes would have to be approved by the Legislature in 2019. She thought the bill could be stronger but she said it had potential to benefit the County.

Chair Lucey stated he would support Commissioner Berkbigler. He said the work she had put into SB 462 and the amendments to the bill deserved the Board's support. He stated he would support the opposition of AB 384 and SB 356.

On motion by Commissioner Berkbigler, seconded by Chair Lucey which motion duly carried, it was ordered that the Board support SB 462 and oppose AB 384 and SB 356.

Assistant County Manager Kevin Schiller spoke regarding recreational marijuana. He stated he was on the Governor's Task Force, which met twice a month in Carson City and he noted the task force were nearing completion. He stated the primary focus was coordination between Nevada Association of Counties (NACO) and the League of Cities for local government funding and the structure should be concluded by June. He said the bill draft requests were moving through the Legislature for the funding proposals and for recommendations to the Department of Taxation. He indicated marijuana oversight and regulations were going to shift responsibility from Public and Behavioral Health to the Department of Taxation. There were two current funding proposals but nothing was confirmed. He said one of the proposals was for a percentage of Excise tax and the other was for licensing fees and fees associated with annual gross revenue. He noted related to the licensing proposal, discussion regarding the proposal contemplated a three to eight percent fee, which could bring in millions of dollars of revenue. He said they had to be cautious of the percentage fee because if recreational marijuana was overtaxed it could push support to the black market. He stated there would be a formal update once a recommendation was made. He indicated there was an early start date of July 1st and noted the regulations that were released were temporary regulations from the state. He said the difference in the regulatory structure was pursuant to what the voters passed related to medical marijuana dispensaries and existing certificate holder's connection to recreational marijuana. He stated he was working with the City of Reno and staff to establish a concurrent start date for recreational marijuana implementation. He said once the legislative session concluded the discussions could continue regarding legislative, regulatory and financial impacts related to recreational

marijuana. He noted this was not an action item, but information would be brought back in the near future.

Commissioner Berkbigler noted she had not reviewed the temporary regulations, but as she understood it, the regulations allowed the current medical marijuana dispensaries to sell recreational marijuana without any approval from the local governments. Mr. Schiller stated that was correct.

Commissioner Berkbigler asked whether the County required dispensaries to be licensed and if there was there a cap regarding the charges for recreational marijuana licenses.

Mr. Schiller stated dispensaries would be required to be licensed for recreational marijuana and the fee structure would be brought back to the Board.

Chair Lucey thanked Mr. Schiller for the report and stated he received nothing but praise about the job he was doing in Carson City.

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Chair Lucey, which motion duly carried, it was ordered that Agenda Item 14 be accepted.

17-0371 **AGENDA ITEM 15** Discussion and direction to staff regarding legislation or legislative issues proposed by legislators, by Truckee Meadows Fire Protection District 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 of Fire Commissioners to be of critical significance to Truckee Meadows Fire Protection District. Truckee Meadows Fire Protection District. (All Commission Districts.)

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Chair Lucey, which motion duly carried, it was ordered that Agenda Item 15 be accepted.

17-0372 **AGENDA ITEM 16** Discussion and update pursuant to Commissioners' previous requests and/or topics for future agendas.

Management Services Director Al Rogers spoke regarding the BCC Monthly Report. He reviewed the metric of requests and the 311 communications that were captured and reported. He said staff did a great job with the 311 calls by referring callers to the proper departments. He stated 311 was still in the infancy stage and noted the branding would be revealed to the community soon. He provided documents, which were placed on file with the Clerk.

Commissioner Hartung mentioned the alarm ordinance request and stated he was in support of sending the County alarm service out to bid to obtain a different provider. He indicated Alarm Tracking and Billing (ATB) had not responded back to the County Commission with information regarding the late fees charged. He said he brought the issue to staff's attention at the end of 2016 and it needed to be resolved. He noticed Waste Management (WM) was not on the list of his items to be addressed and said his disposal bill went up again.

Chair Lucey stated the WM issue needed to be moved to the primary request list until the issue was completely resolved and the amendments were made. He said he agreed with Commissioner Hartung about the alarm company and the disregard of the Board's requests. He said County Manager John Slaughter assured him a report would be coming about the alarm fees in general, but the issue needed a resolution within the month of May.

Commissioner Hartung said a request for proposal (RFP) would need to be processed by the end of the fiscal year.

Mr. Rogers stated staff would work in partnership with the Sheriff's Office to bring back County Code 54 to address the potential changes needed.

Commissioner Hartung thought it was not an issue with the County Code but an issue with the alarm company. He stated they seemed to be acting independently, but it reflected on Washoe County because the letters appeared to come from the County. He wanted an accounting from the alarm company presented to the Board.

Chair Lucey stated the County lost control of the content of communications when a third party vendor used the Washoe County logo. He thought it was reasonable to ask the alarm company to supply an accounting of fees. He addressed his request to return as a flood board member and thought that was resolved internally and Commissioner Herman would continue to maintain her position.

Mr. Rogers stated that item would be on the May 23rd agenda for reaffirmation.

Chair Lucey asked for an explanation of the term "memo" being the next step on the active requests report. He wanted more in-depth information and dates for the items that were not yet resolved. He wanted an update regarding the Thomas Creek speeding issue. He and Commissioner Jung dealt with wild horse issues in the Washoe Valley and he noted the residents requested the County construct a solar slashing sign warning drivers about wild horse crossing on Eastlake Boulevard.

Commissioner Jung suggested Mr. Rogers' report be reviewed one-on-one with Commissioners. She thought that process would be a better use of time than during a business meeting. She liked how the 311 data was presented.

Mr. Rogers indicated staff would continue to perform one-on-ones as they were able. He stated the updates were intended to be on the agenda for the first meeting of the month so they could continue dialog throughout the month. He defined the term “memo” meant the intent was to communicate in memo format to notify the entire Board of the steps taken. He stated the memos would be defined as best as they could.

Chair Lucey stated if 311 calls came in with concerns in all districts, they needed to be elevated immediately.

Commissioner Hartung stated item 14 on the request log regarding Waste Management contract variations between Washoe County and Incline Village should be changed to include all issues with Waste Management.

County Manager John Slaughter stated staff would continue to refine the report. He said there was a note of caution about too much detail related to the individual items because if items were not agendized, the topics could not be discussed in detail. He wanted the Board to promote information about 311 to the community as a form of communication with citizens. He said he checked frequently to determine the most discussed issues. He stated it was a great source of information in the County.

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

17-0373 **AGENDA ITEM 17** Public Comment.

On the call for public comment, Ms. Cathy Brandhorst signed in, but was not present to speak.

17-0374 **AGENDA ITEM 18** Announcements/Reports.

Commissioner Hartung said he received communication from a constituent stating the irrigation ditches in the County were bone dry. He thought citizens should be made aware that Truckee River Operating Agreement (TROA) controlled the water supply.

Commissioner Jung stated Lemmon Valley updates no longer needed to be agendized and she wanted staff to explore a special tax for that area so in the future the County could ensure the residents were paying towards flooding issues. She thought they should be assessed like the rest of the county for special circumstances.

Commissioner Herman stated Lemmon Valley flooding was real and had been happening since January. She appreciated what was done to help but she said there were still people under water. She said this issue could not be minimized and the County needed to deal with the impacts.

There was no public comment on this item.

* * * * *

12:25 p.m. There being no further business to discuss, the meeting was adjourned without objection.

BOB LUCEY, Chair
Washoe County Commission

ATTEST:

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

*Minutes Prepared by:
Doni Gassaway, Deputy 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 Marsha Berkbigler for District 1, has determined that \$1,000 will be granted to the University of Nevada, Reno to support the College of Liberal Art's Robert S. Griffin/ W. Clark Santini Memorial Endowment Fund; and

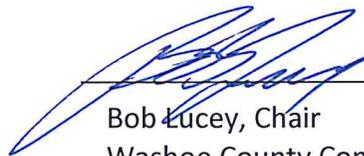
WHEREAS, the College of Liberal Art's Robert S. Griffin/ W. Clark Santini Memorial Endowment Fund provides support to students in the debate program; now, therefore, be it

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

1. The Board hereby grants to the University of Nevada, Reno, a grant for fiscal year 2016-2017 in the amount of \$1,000 to support College of Liberal Art's Robert S. Griffin/ W. Clark Santini Memorial Endowment Fund.
2. The Board finds that in making this grant a substantial benefit will be provided by supporting the College of Liberal Art's debate team.
3. The maximum allowable expended for this effort within Commission District Special Funding Accounts is \$1,000 and funds shall not be used to purchase tickets to special events.

ADOPTED this 9th day of May, 2017.





Bob Lucey, Chair
Washoe County Commission

1-0555

RESOLUTION – Authorizing the Grant of Public Monies 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 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 Marsha Berkbigler for District 1, has determined that \$2,500 will be granted to the Truckee Meadows Parks Foundation for the Senior Walking Program; and

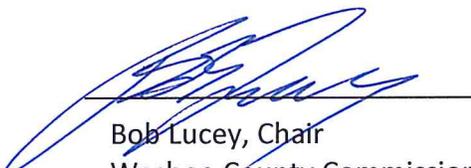
WHEREAS, the Truckee Meadows Parks Foundation strives to enhance the quality of life for all citizens of the greater Reno-Sparks metropolitan area by ensuring the long-term sustainability and improvement of our parks; and

WHEREAS, a Truckee Meadows Parks Foundation goal is to implement Healthy Parks Healthy People through programs such as the Senior Walking Program; now, therefore, be it

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

1. The Board hereby grants to the Truckee Meadows Parks Foundation, a grant for fiscal year 2016-2017 in the amount of \$2,500.
2. The Board finds that in making this grant a substantial benefit will be provided to the community by supporting the Senior Walking Program.
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 9th day of May, 2017.


Bob Lucey, 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 Marsha Berkbigler for District 1, has determined that \$700 will be granted to the Truckee Meadows Fire Protection District to sponsor the attendance of seven children to the Kids Fire Camp; and

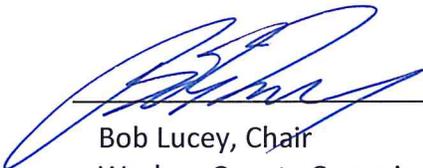
WHEREAS, the Truckee Meadows Fire Protection District is committed to excellence, service, and the protection of life and property in the community; and

WHEREAS, the Kids Fire Camp teaches safety and survival skills to children in our community; now, therefore, be it

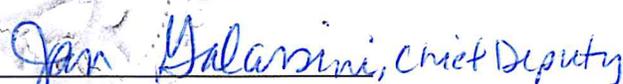
RESOLVED, By the Board of Commissioners of Washoe County that:

1. The Board hereby grants to the Truckee Meadows Fire Protection District, a grant for fiscal year 2016-2017 in the amount of \$700.
2. The Board finds that in making this grant a substantial benefit will be provided to the youth in Washoe County by supporting the Kids Fire Camp.
3. The maximum allowable expended for this effort within Commission District Special Funding Accounts is \$700 and funds shall not be used to purchase of tickets to special events.

ADOPTED this 9th day of May, 2017.



Bob Lucey, Chair
Washoe County Commission


ATTEST:


Jan Galarsini, Chief Deputy
County Clerk

RESOLUTION – Authorizing the Grant of Public Monies 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 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 Marsha Berkbigler for District 1, has determined that \$5,000 will be granted to the Friends of Washoe County Library to support the Summer Reading Program; and

WHEREAS, the Friends of Washoe County Library is a non-profit organization dedicated to advocating, fundraising, and providing support for Washoe County Library System ; and

WHEREAS, the mission of the Washoe County Library System is to connect people with information, ideas and experiences to support an enriched and engaged community, one person at a time; and

WHEREAS, the Washoe County Library System runs the Summer Reading Program to encourage youth reading; now, therefore, be it

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

1. The Board hereby grants to the Friends of Washoe County Library, a grant for fiscal year 2016-2017 in the amount of \$5,000.
2. The Board finds that in making this grant a substantial benefit will be provided to the youth in Washoe County by supporting the Summer Reading Program.
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 9th day of May, 2017.


Bob Lucey, Chair
Washoe County Commission


ATTEST:

County Clerk

RESOLUTION – Authorizing the Grant of Public Monies 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 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 \$5,000 will be granted to the National Council of Juvenile and Family Court Judges; and

WHEREAS, the National Council of Juvenile and Family Court Judges is a non-profit organization; and

WHEREAS, the mission of the National Council of Juvenile and Family Court Judges is to provide all judges, courts, and related agencies involved with juvenile, family, and domestic violence cases with the knowledge and skills to improve the lives of the families and children who seek justice.; now, therefore, be it

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

1. The Board hereby grants to the National Council of Juvenile and Family Court Judges, a grant for fiscal year 2016-2017 in the amount of \$5,000.
2. The Board finds that in making this grant a substantial benefit will be provided to the community by supporting the mission of the National Council of Juvenile and Family Court Judges.
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 9th day of May, 2017.


Bob Lucey, Chair
Washoe County Commission

ATTEST:


County Clerk

11-0556

RESOLUTION – Authorizing the Grant of Public Monies 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 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 will be granted to the Truckee Meadows Parks Foundation for the Senior Walking Program; and

WHEREAS, the Truckee Meadows Parks Foundation strives to enhance the quality of life for all citizens of the greater Reno-Sparks metropolitan area by ensuring the long-term sustainability and improvement of our parks; and

WHEREAS, a Truckee Meadows Parks Foundation goal is to implement Healthy Parks Healthy People through programs such as the Senior Walking Program; now, therefore, be it

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

1. The Board hereby grants to the Truckee Meadows Parks Foundation, a grant for fiscal year 2016-2017 in the amount of \$2,500.
2. The Board finds that in making this grant a substantial benefit will be provided to the community by supporting the Senior Walking Program.
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 9th day of May, 2017.



ATTEST:

Jean Galanini
County Clerk

Jean Galanini, Chief Deputy

Bob Lucey

Bob Lucey, Chair
Washoe County Commission

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 \$5,500 will be granted to the Truckee Meadows Fire Protection District Kids Fire Camp; and

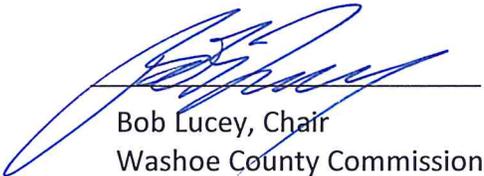
WHEREAS, the Truckee Meadows Fire Protection District is committed to excellence, service, and the protection of life and property in the community; and

WHEREAS, the Kids Fire Camp teaches safety and survival skills to children in our community; now, therefore, be it

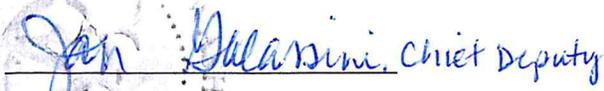
RESOLVED, By the Board of Commissioners of Washoe County that:

1. The Board hereby grants to the Truckee Meadows Fire Protection District, a grant for fiscal year 2016-2017 in the amount of \$5,500.
2. The Board finds that in making this grant a substantial benefit will be provided to the youth in Washoe County by supporting the Kids Fire Camp.
3. The maximum allowable expended for this effort within Commission District Special Funding Accounts is \$5,500 and funds shall not be used to purchase of tickets to special events.

ADOPTED this 9th day of May, 2017.


Bob Lucey, Chair
Washoe County Commission

ATTEST:


County Clerk.

Galassini, Chief Deputy



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 Vaughn Hartung for District 4, has determined that \$5,500 will be granted to the Truckee Meadows Fire Protection District Kids Fire Camp; and

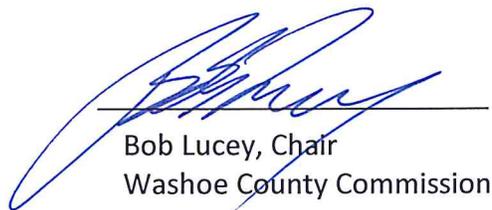
WHEREAS, the Truckee Meadows Fire Protection District is committed to excellence, service, and the protection of life and property in the community; and

WHEREAS, the Kids Fire Camp teaches safety and survival skills to children in our community; now, therefore, be it

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

1. The Board hereby grants to the Truckee Meadows Fire Protection District, a grant for fiscal year 2016-2017 in the amount of \$5,500.
2. The Board finds that in making this grant a substantial benefit will be provided to the youth in Washoe County by supporting the Kids Fire Camp.
3. The maximum allowable expended for this effort within Commission District Special Funding Accounts is \$5,500 and funds shall not be used to purchase of tickets to special events.

ADOPTED this 9th day of May, 2017.



Bob Lucey, Chair
Washoe County Commission

ATTEST:


Joan Galassini, Chief Deputy
County Clerk



1-1-03521

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 Vaughn Hartung for District 4, has determined that \$500 will be granted to the Truckee Meadows Fire Protection District to sponsor the attendance of five children from District 4 to the Kids Fire Camp; and

WHEREAS, the Truckee Meadows Fire Protection District is committed to excellence, service, and the protection of life and property in the community; and

WHEREAS, the Kids Fire Camp teaches safety and survival skills to children in our community; now, therefore, be it

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

1. The Board hereby grants to the Truckee Meadows Fire Protection District, a grant for fiscal year 2016-2017 in the amount of \$500.
2. The Board finds that in making this grant a substantial benefit will be provided to the youth in Washoe County by supporting the Kids Fire Camp.
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 9th day of May, 2017.


Bob Lucey, Chair
Washoe County Commission



ATTEST:


Jan Galassini, Chief Deputy
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 Vaughn Hartung for District 4, has determined that \$500 will be granted to the Truckee Meadows Fire Protection District to sponsor the attendance of five children from District 4 to the Kids Fire Camp; and

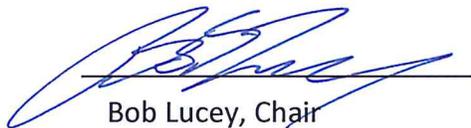
WHEREAS, the Truckee Meadows Fire Protection District is committed to excellence, service, and the protection of life and property in the community; and

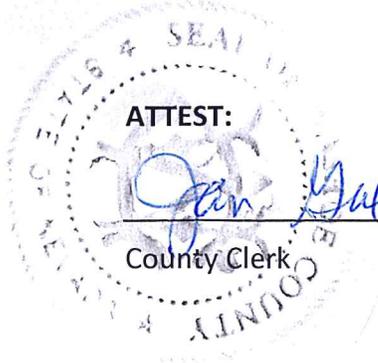
WHEREAS, the Kids Fire Camp teaches safety and survival skills to children in our community; now, therefore, be it

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

1. The Board hereby grants to the Truckee Meadows Fire Protection District, a grant for fiscal year 2016-2017 in the amount of \$500.
2. The Board finds that in making this grant a substantial benefit will be provided to the youth in Washoe County by supporting the Kids Fire Camp.
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 9th day of May, 2017.


Bob Lucey, Chair
Washoe County Commission



1-0008

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 Vaughn Hartung for District 4, has determined that \$5,500 will be granted to the Truckee Meadows Fire Protection District Kids Fire Camp; and

WHEREAS, the Truckee Meadows Fire Protection District is committed to excellence, service, and the protection of life and property in the community; and

WHEREAS, the Kids Fire Camp teaches safety and survival skills to children in our community; now, therefore, be it

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

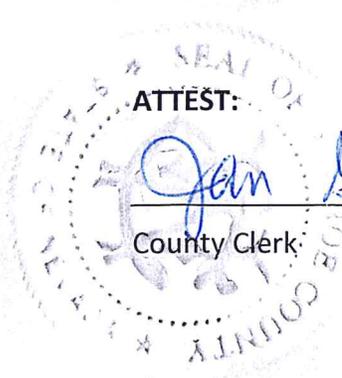
1. The Board hereby grants to the Truckee Meadows Fire Protection District, a grant for fiscal year 2016-2017 in the amount of \$5,500.
2. The Board finds that in making this grant a substantial benefit will be provided to the youth in Washoe County by supporting the Kids Fire Camp.
3. The maximum allowable expended for this effort within Commission District Special Funding Accounts is \$5,500 and funds shall not be used to purchase of tickets to special events.

ADOPTED this 9th day of May, 2017.


Bob Lucey, Chair
Washoe County Commission

ATTEST:


County Clerk



RESOLUTION – Authorizing the Grant of Public Monies 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 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 Vaughn Hartung for District 4, has determined that \$300 will be granted to the Children’s Cabinet; and

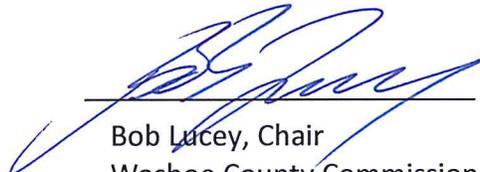
WHEREAS, The Children’s Cabinet exists to keep children safe and families together by offering services and resources that address unmet needs, through a unique and effective cooperative effort between the private sector and public agencies in Nevada; and

WHEREAS, through the Children’s Cabinet, Adylenn Trimble’s project is to supply infant care supplies to youth in need in our community; now, therefore, be it

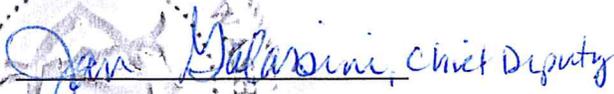
RESOLVED, By the Board of Commissioners of Washoe County that:

1. The Board hereby grants to the Children’s Cabinet, a grant for fiscal year 2016-2017 in the amount of \$300.
2. The Board finds that in making this grant a substantial benefit will be provided to the youth in Washoe County by providing infant care supplies to people in need.
3. The maximum allowable expended for this effort within Commission District Special Funding Accounts is \$300 and funds shall not be used to purchase of tickets to special events.

ADOPTED this 9th day of May, 2017.



Bob Lucey, Chair
Washoe County Commission


ATTEST:


County Clerk

11-0324

RESOLUTION – Authorizing the Grant of Public Monies 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 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 Vaughn Hartung for District 4, has determined that \$500 will be granted to the Food Bank of Northern Nevada; and

WHEREAS, the Food Bank of Northern Nevada’s mission is feeding the hungry today and solving hunger for tomorrow through community partnership; and

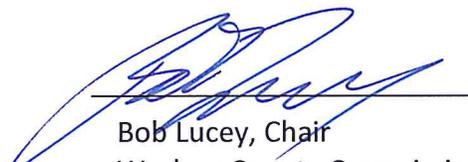
WHEREAS, one in four children in Nevada are hungry; and

WHEREAS, through the Food Bank of Northern Nevada, Adylenn Trimble’s project is to supply meals to people in need in our community; now, therefore, be it

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

1. The Board hereby grants to the Food Bank of Northern Nevada, a grant for fiscal year 2016-2017 in the amount of \$500.
2. The Board finds that in making this grant a substantial benefit will be provided to the people in Washoe County by providing meals to people in need.
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 9th day of May, 2017.



Bob Lucey, Chair
Washoe County Commission


ATTEST:


Joan Dalarsini, Chief Deputy
County Clerk

RESOLUTION – Authorizing the Grant of Public Monies 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 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 Vaughn Hartung for District 4, has determined that \$300 will be granted to the American Cancer Society, Inc.; and

WHEREAS, the American Cancer Society is on a mission to free the world from cancer. Until they do, they'll be funding and conducting research, sharing expert information, supporting patients, and spreading the word about prevention. All so you can live longer — and better; and

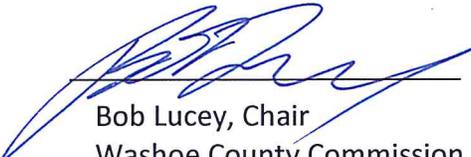
WHEREAS, Love Your Melon is an apparel brand dedicated to giving a hat to every child battling cancer in America as well as supporting nonprofit organizations who lead the fight against pediatric cancer; and

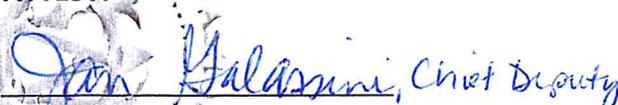
WHEREAS, through the American Cancer Society, Inc, Adylenn Trimble's project is to supply Love Your Melon hats to cancer patients at St. Mary's Hospital; now, therefore, be it

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

1. The Board hereby grants to the American Cancer Society, Inc, a grant for fiscal year 2016-2017 in the amount of \$300.
2. The Board finds that in making this grant a substantial benefit will be provided to the community by suppling hats to cancer patients at St. Mary's Hospital.
3. The maximum allowable expended for this effort within Commission District Special Funding Accounts is \$300 and funds shall not be used to purchase of tickets to special events.

ADOPTED this 9th day of May, 2017.


Bob Lucey, Chair
Washoe County Commission


ATTEST:

County Clerk

RESOLUTION – Authorizing the Grant of Public Monies 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 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 Vaughn Hartung for District 4, has determined that \$300 will be granted to the Renown Health Foundation; and

WHEREAS, Renown Health’s mission is to make a genuine difference in the health and well-being of the communities we serve; and

WHEREAS, Love Your Melon is an apparel brand dedicated to giving a hat to every child battling cancer in America as well as supporting nonprofit organizations who lead the fight against pediatric cancer; and

WHEREAS, through the Renown Health Foundation, Adylenn Trimble’s project is to supply Love Your Melon hats to cancer patients at Renown Hospital; now, therefore, be it

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

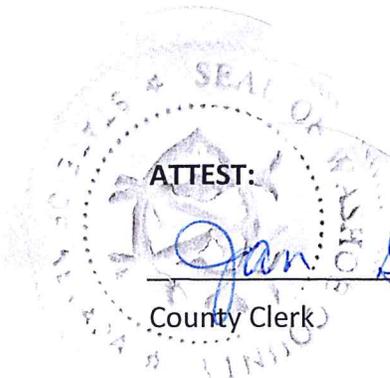
1. The Board hereby grants to the Renown Health Foundation, a grant for fiscal year 2016-2017 in the amount of \$300.
2. The Board finds that in making this grant a substantial benefit will be provided to the community by supplying hats to cancer patients at Renown Hospital.
3. The maximum allowable expended for this effort within Commission District Special Funding Accounts is \$300 and funds shall not be used to purchase of tickets to special events.

ADOPTED this 9th day of May, 2017.


Bob Lucey, Chair
Washoe County Commission

ATTEST:


Jan Galarsini, Chief Deputy
County Clerk



RESOLUTION – Authorizing the Grant of Public Monies 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 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 Vaughn Hartung for District 4, has determined that \$300 will be granted to the Friends of the Washoe County Library to provide manipulative toys for the Makerspace/Studio775 program at the Spanish Springs Library.

WHEREAS, the Friends of Washoe County Library is a non-profit organization dedicated to advocating, fundraising, and providing support for Washoe County Library System ; and

WHEREAS, Spanish Springs Library supports our community by connecting people with information, ideas and experiences to support an enriched and engaged community, one person at a time; and

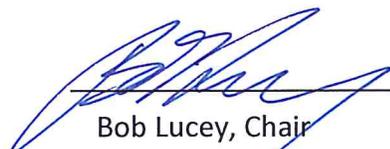
WHEREAS, Makerspace/Studio775 is a place where all ages can gather, create, invent, and learn; and

WHEREAS, through the Friends of Washoe County Library, Adylenn Trimble’s project is to provide manipulative toys for the Makerspace/Studi775 program at the Spanish Springs Library; now, therefore, be it

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

1. The Board hereby grants to Friends of the Washoe County Library, a grant for fiscal year 2016-2017 in the amount of \$300 for manipulative toys for the Makerspace/Studio775 program.
2. The Board finds that in making this grant a substantial benefit will be provided by connecting people with information, ideas and experiences to support an enriched and engaged community.
3. The maximum allowable expended for this effort within Commission District Special Funding Accounts is \$300 and funds shall not be used to purchase of tickets to special events.

ADOPTED this 9th day of May, 2017.



Bob Lucey, 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 Vaughn Hartung for District 4, has determined that \$500 will be granted to the Spanish Springs Elementary School to provide adaptive PE equipment for special needs students.

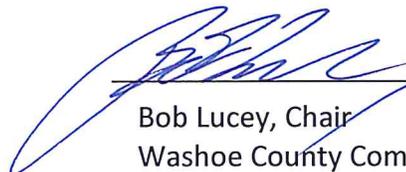
WHEREAS, Spanish Springs Elementary School supports our community by helping every child, by name and face, to graduation; and

WHEREAS, through the Spanish Springs Elementary School, Adylenn Trimble’s project is to provide adaptive PE equipment for special needs students; now, therefore, be it

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

1. The Board hereby grants to Spanish Springs Elementary School, a grant for fiscal year 2016-2017 in the amount of \$500 for adaptive PE equipment for special needs students
2. The Board finds that in making this grant a substantial benefit will be provided by supporting the schools mission of helping every child, by name and face, to graduation.
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 9th day of May, 2017.

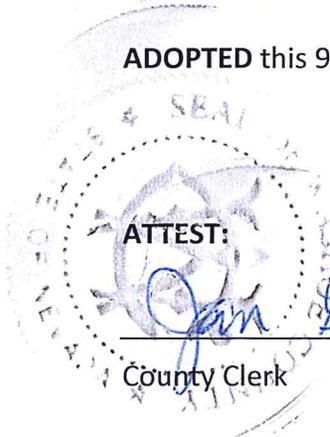


Bob Lucey, Chair
Washoe County Commission

ATTEST:



County Clerk



RESOLUTION
TO AUGMENT THE 2016-2017 BUDGET OF THE REGIONAL PUBLIC SAFETY
TRAINING CENTER FUND

WHEREAS, total resources of the Regional Public Safety Training Center Fund of Washoe County was budgeted to be \$380,633 on July 1, 2016; and

WHEREAS, the total available resources are now determined to be \$479,277.

WHEREAS, there is a need to apply these excess available resources in the Regional Public Safety Training Fund.

WHEREAS, the Regional Public Safety Training Fund has sufficient cash to meet these additional expenditures.

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

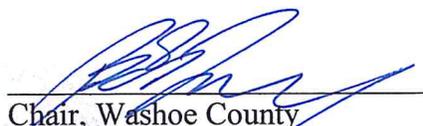
Section 1. That Washoe County shall augment its 2016-17 budget by appropriating \$36,000 for use in the Regional Public Safety Training Center Fund, thereby increasing its appropriation from \$884,579.41 to \$920,579.41 as follows:

<u>General Fund</u>	
<u>Increase Revenues</u>	
Regional Public Safety Training Center opening fund balance (carryover)	\$36,000
<u>Increase Expenditures</u>	
C209000-781004 Capital Equipment	\$36,000
Total Increase in Expenditures	\$36,000

Section 2. This Resolution shall be effective on passage and approval.

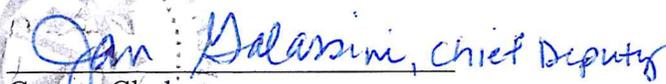
Section 3. The County Clerk is hereby directed to distribute copies of the Resolution to the Department of Taxation, Comptroller, and the Budget Division.

Adopted this 9th day of May, 2017.



Chair, Washoe County
Board of County Commissioners

ATTEST:



County Clerk

17-0361

NEVADA SHARED RADIO SYSTEM CONTRACT

This Contract, made and entered into on *May 9, 2017*, by and between the State of Nevada, acting by and through its Department of Transportation (hereinafter "DEPARTMENT"), Washoe County, Nevada, a political subdivision of the State of Nevada (hereinafter "COUNTY"), and Nevada Power Company ("NPC") and Sierra Pacific Power Company ("SPPC") (collectively dba NV Energy) (hereinafter "NVE"). Individually they are each a "Party" and collectively they are the "Parties."

WITNESSETH:

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

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

WHEREAS, Washoe County Code 5.456 authorizes the Chief Information Management Officer for Washoe County to enter into agreements with public and private entities which allow for the shared use, operation, maintenance, upgrade, and replacement of telecommunications systems in general and the 800 MHZ system in specific, provided the agreements are presented to the Board of County Commissioners for final approval; and

WHEREAS, the Parties independently own and operate communication sites and facilities which support common trunking and wide area mobile radio systems in Nevada which is commonly known as the "Land Mobile Radio" system ("LMR"); and

WHEREAS, the DEPARTMENT has obtained licenses from the Federal Communication Commission (FCC) for certain radio frequencies and is eligible to obtain additional radio frequencies ("Licensed Frequencies") in the Federal Communications Commission (FCC) Public Safety Category; and

WHEREAS, the DEPARTMENT's licensed frequencies are required to operate a shared LMR system for use by public safety agencies as required in the FCC Public Safety Category; and

WHEREAS, the State of Nevada, acting by and through its Department of Transportation, on behalf of certain Federal, State and Local Government agencies and Public Utilities, is the holder of a FCC waiver dated July 10, 1995, and informationally updated January 15, 2015, authorizing the State of Nevada to share the use of certain frequencies; and

WHEREAS, NPC and the DEPARTMENT entered into the Shared Use Trunking Radio Contract No. PR 125-96-002, dated March 20, 1996, Amendment 1 dated March 16, 1997, Amendment 2 dated June 3, 2004, Amendment 3 dated January 5, 2005, Amendment 4 dated January 5, 2005, and Amendment 5 dated February 19, 2015; and

WHEREAS, SPPC and the DEPARTMENT entered into the Shared Use Trunking Radio Contract No. PR 223-97-002 dated April 10, 1997; and

17-0365

WHEREAS, COUNTY and DEPARTMENT are parties to an agreement commonly referred to as the Washoe County Regional Communication System Interlocal Agreement which describes the rights and duties of the COUNTY and DEPARTMENT with regard to the shared use and operations of the radio and communications systems in Washoe County which are the subject matter of this Contract; and

WHEREAS, COUNTY and NVE have no formal written agreement for the shared use of their respective radio and communications systems which are the subject matter of this Contract and now seek to formalize the relationship of NVE, the DEPARTMENT, and COUNTY; and

WHEREAS, the Parties have determined that it is feasible and beneficial for the Parties to continue to operate and combine their LMR systems as the Nevada Shared Radio System ("NSRS"). In doing so, each Party will become a System Infrastructure Owner (SIO) and collectively Systems Infrastructure Owners (SIOs); and

WHEREAS, the DEPARTMENT has determined that a provision of services is required for the operation and maintenance of the NSRS and such project is necessary for the governance, operations, and maintenance of the NSRS; and

WHEREAS, the purpose of this Contract is to establish the roles and responsibilities of each PARTY in the operation and maintenance of the NSRS; and

WHEREAS, the NSRS consists of electronic equipment, civil infrastructure, communications backhaul, and all ancillary devices and equipment to assure a fully operational public safety grade radio system; and

WHEREAS, certain radio equipment presently used by the Parties has become obsolete and no longer supported by their manufacturers requiring that new equipment be procured; and

WHEREAS, the Parties wish to jointly enter into a procurement to identify a common vendor from whom the Parties will independently purchase needed equipment and services; and

WHEREAS, the DEPARTMENT's, NVE's and COUNTY' services related to the NSRS will be of great benefit to each of the Parties, to the people of Washoe County, and to the State of Nevada.

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual covenants hereinafter contained, it is agreed by and between the Parties as follows:

ARTICLE I - PERFORMANCE

1. The Parties (along with any other Federal, State or Local Government agency or Public Utility authorized as a part of the FCC waiver) are to utilize and share public safety radio frequencies and to participate in the benefits and support of the NSRS for the public good.

2. The DEPARTMENT, on behalf of the State of Nevada, agrees to allow COUNTY and NVE to jointly operate communications equipment on Frequencies licensed to State by the FCC for purposes of operating the NSRS.

3. The Parties agree to operate the NSRS in a cooperative manner benefiting all participants on the NSRS. The Parties agree to establish and maintain the Governance Structure outlined in Attachment "A," attached hereto and incorporated herein, and to provide, at a minimum, the service and maintenance responsibilities of the Parties as contained in the Service Level Agreement ("SLA") included as Attachment "B," attached hereto and incorporated herein.

4. The Parties agree to furnish all labor, materials, services, equipment, tools, and other expenses necessary to perform the professional services required under the terms of this Contract, except as specifically provided otherwise herein. As the NSRS is established to equally benefit all Parties, and except as otherwise provided in this Contract or the Attachments hereto, the majority of these services will be considered to be an in-kind based exchange.

5. The Parties agree to use the DEPARTMENT's Request for Proposal ("RFP") procurement process to evaluate and select a single vendor from whom each and every individual Party will purchase its needed equipment and services for the NSRS, which may be purchased either directly through the selected vendor or an integrator acting on its behalf (see the RFP attached hereto as Attachment "C" and incorporated herein).

6. The Parties acknowledge and agree that other appropriate entities who wish to become part of the NSRS may do so provided that each new Party to this Contract shall be responsible for providing system expansion equipment, as required and specified by the Governance Board, or will fully compensate another Party for expanding its radio system to accommodate the new Party's obligation. Capital funding for system expansion will be the sole responsibility of any new Party wishing to participate in this Contract and NSRS or at the discretion of the Governance Board.

7. All Sites shared between two or more Parties, as described in Attachment "2" Existing and Candidate Sites Information to Attachment "C" "RFP" to include future Sites, shall be available to the Parties herein at all times provided approval is obtained from the Party controlling access to that specific Site. Approval shall not be unreasonably withheld from any Party requesting access to any Site.

8. Each Party will be responsible for its own Site's(s') design, construction, operations, and maintenance as described in Attachment "1" Scope of Services ("SoS") to Attachment "C" "RFP" to include candidate and future Sites. No Party to this Contract shall design, construct, operate, or maintain a NSRS Site contrary to the policies and procedures set forth by the Governance Board.

9. Each Party to this Contract shall be responsible for its own maintenance activities for its portion of the NSRS.

10. Each Party to this Contract shall strive to operate and maintain the NSRS and all its facilities and equipment with a minimum of disruption to the other Parties.

11. A Party shall have the right to suspend service temporarily for the purpose of making necessary repairs, for scheduled routine maintenance, and for making improvements to the NSRS in accordance with the SLA, Attachment "B."

12. All maintenance communications shall be considered operating communications as defined in Article III, Paragraph 8(g), of this Contract.

13. A Party may suspend service temporarily if ordered by a Court of Law or any agency having jurisdiction over such Party to this Contract. Service will be restored as soon as reasonably possible once the ordered suspension of service has been rescinded or otherwise remedied.

14. A Party may suspend service temporarily if a hazardous condition exists or if another Party is utilizing the NSRS in a forbidden or prohibited manner. Service shall be restored

as soon as reasonably possible once the hazardous condition is corrected or eliminated and/or the prohibited practice is discontinued.

15. A Party may suspend service during a Force Majeure condition as set forth in Article III, Paragraph 13, herein. Service shall be restored as soon as reasonably possible after the Force Majeure has been remedied.

16. The Parties agree that the solicitation and selection of a single vendor to provide all NSRS communications equipment required by each of the parties would be preferable for the joint operation of the NSRS. The Parties have therefore collaborated to prepare a RFP to be used for the selection of such a vendor, Attachment "C." The pertinent property and facilities are identified within the RFP.

ARTICLE II – TERMINATION OF PARTICIPATION

1. The Parties expressly agree that this Contract shall be terminated immediately if for any reason federal and/or State Legislature or COUNTY funding ability to satisfy this Contract is withdrawn, limited, or impaired, without penalty, charge or sanction. Notwithstanding the foregoing, and without binding the State Legislature and County Commission, DEPARTMENT and COUNTY anticipate that due to the life and safety requirements of the NSRS, the State Legislature and Board of County Commissioners for Washoe County will continue to provide the necessary funding for the DEPARTMENT and COUNTY to meet their obligations for the expected duration of this Contract.

2. This Contract may be terminated without cause by any of the Parties prior to the end of its term, provided that a two- (2-) year termination period shall commence to run thirty (30) calendar days after a Party has served written notice to terminate upon the other Parties in accordance with Article III, Paragraph 8.

3. This Contract may be terminated by mutual consent of all Parties or unilaterally by either of the Parties without cause providing the below-listed conditions to termination are met:

a. The remaining Parties must be able to obtain licensed frequencies from the FCC for their independent and sole use provided:

i. The other Parties must have filed applications with the FCC for use of radio frequencies within ninety (90) calendar days of receipt of a notice of intent to terminate.

ii. The DEPARTMENT will be under no further obligation to the other participants in this Contract should the other Parties fail to file such applications.

b. If no such frequencies are available for use by the other Parties, and timely applications were filed, then the DEPARTMENT shall maintain the required licensing and permitting necessary to allow the other Parties' use of the licensed frequencies until such time that the FCC approved use of such frequencies by the other Parties of this NSRS.

4. Should any Party elect to terminate its participation under this Contract in accordance with this Article II, the terminating Party:

a. Shall ensure continued operation of the NSRS for all Parties hereto and shall not remove, or cause to be removed, any equipment, software, or intellectual property during the two (2) year termination period.

b. Shall not sell, or cause to be sold, any real property or buildings during the two (2) year termination period that is being utilized by this NSRS.

c. Shall not disconnect, or otherwise cause any utility service interruption of any kind to this NSRS during the two (2) year termination period.

d. Shall not allow any lease, rent, or other payment lapse during the two (2) year termination period of any land, building, structure, hardware, communications backhaul, or software utilized by the NSRS.

e. Shall not allow any LMR system permits to lapse or otherwise cause to be cancelled during the two (2) year termination period.

f. Shall sell to the remaining Parties, the communications equipment that is being used as part of this NSRS at a depreciated book value to be determined at that time, subject to Nevada Legislative appropriations and State of Nevada property disposal laws then in effect, if any, or enter into new agreement(s) with the remaining Parties granting them permission to continue operation indefinitely and add any necessary equipment to any and/or all sites controlled by the terminating Party.

g. Shall not sell, or otherwise lease or rent any kind of radio service provided by or through this NSRS.

5. The following obligations shall survive termination of participation under this Contract:

- a. Payment of any amounts due prior to or resulting from such termination.
- b. The indemnity obligations contained herein.

ARTICLE III - IT IS MUTUALLY AGREED

1. The term of this Contract shall be from the date first written above through and including the December 31, 2018. This Contract shall be automatically renewed for an additional two (2) year period on the last day of each two-year term unless a Party notifies the other Parties in writing within one hundred twenty (120) calendar days prior to the automatic renewal of this Contract of its intention that this Contract expire at the completion of the two (2) year term then in effect.

2. This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each Party.

3. The NSRS shall be governed by a board of representatives of each of the Parties and structured as set forth in the Governance Structure, Attachment "A."

4. Each Party agrees to allow the other Parties' users to access their portion of the NSRS at no cost.

5. Each Party shall be solely responsible for its own operating expenses for their portion of the NSRS which shall consist of all costs, including user costs, associated with maintenance and operations of the NSRS.

a. The Parties have agreed to establish the position of System Administrator whose responsibilities is stated in the Governance Structure, Attachment "A." One of the Parties will employ the services of the System Administrator, whose cost will be shared equally by the Parties (one-third of the cost for each Party) and billed monthly by the Party employing such services to the other two Parties. If other appropriate entities are authorized to join the NSRS as SIO to the system, the cost the System Administrator shall be shared equally by all SIOs.

b. Upon approval of the Governance Board, a Party may enter into a separate and exclusive agreement with another Party to facilitate the installation, operation, repair or maintenance of a system owned or operated by another Party. Upon approval of the Board, any work performed in this manner which incurs an expense would be billed directly by the Party incurring such expense to the Party who agreed to pay such expense.

c. This Contract recognizes that each Party is subject to its own governing body's guidelines for budgeting and funding and the need for all Governance Board proposals and activities to be consistent with those guidelines. The Parties reserve the right to establish an operating budget for the Governance Board, with provisions for contribution by each of the Parties in the future, if it becomes necessary, by agreement of all Parties.

6. The Governance Structure, Attachment "A," describes the process for selection of a System Administrator. The System Administrator will prepare policies and procedures, approved by the Governance Board, for oversight of the NSRS. Those policies and procedures shall include, without limitation, the process for addressing the following items:

- a. Billing
- b. Payments
- c. Correction of Billing Errors
- d. Failure to Pay Bills
- e. Disputed Billings
- f. Payment of Past Due Bills

7. In the event the Parties are unable to efficiently and timely resolve a dispute concerning the interpretation and enforcement of this Contract or any matters arising therefrom, the below-described dispute resolution process shall be used:

a. Non Interference. No dispute between any of the Parties to this Contract shall interfere with the continued operation and maintenance of the NSRS, and all Parties shall diligently perform their obligations despite such dispute.

b. Governance Board to Resolve Dispute. If any dispute between any of the Parties should arise under the terms of this Contract, the dispute shall be submitted to the Governance Board for consideration and resolution. If the dispute is not resolved to the satisfaction of all parties through action of the Governance Board within thirty (30) calendar days, the disputing Parties will utilize a third party mediation process to resolve such dispute.

c. Third Party Mediation. Any dispute or cause of action between the Parties to this Contract, including, but not limited to, contract issues, tort issues, equity issues and the

interpretation of laws or regulations, not resolved to the satisfaction of all parties by the Governance Board within thirty (30) calendar days, shall be submitted to a mediation process. The mediation shall be administered by a mediator selected by agreement of the Parties. In the event that the Parties are unable to come to a mutual agreement regarding such dispute or cause of action through such mediation, the Parties may pursue legal action in accordance with Article III, Paragraphs 10 and 23, herein.

8. All written notices or submittals required by this Contract shall be sent either by hand-delivery, registered or certified U.S. mail return receipt requested, or overnight delivery and will be effective and deemed to have been received:

- a. When presented if hand-delivered; or
- b. On the third business day after the date delivered to the U.S. Post Office if sent by registered or certified U.S. mail; or
- c. On the next business day after the date delivered to an overnight delivery company if sent by overnight courier; and addressed to the other Parties at the addresses set forth below:

FOR DEPARTMENT: Rudy Malfabon, P.E., Director
Attn.: Jim Whalen
Nevada Department of Transportation
Division: Traffic Operations
1263 South Stewart Street
Carson City, Nevada 89712
Phone: 775-888-7080
Fax: 775-888-7090
E-mail: jwhalen@dot.nv.gov

FOR WASHOE COUNTY: John Slaughter, Washoe County Manager
POB 11130, Reno, NV 89520
1001 E. 9th St., Reno, NV 89520
Phone: 775-328-2060
Fax: 775-328-2491
E-mail: jslaughter@washoecounty.us

FOR NVE: Kevin Judice, Vice President and Chief Information Officer
NV Energy
6226 W. Sahara Ave.
Las Vegas, NV 89146
Phone: 702-402-5643
E-mail: KJudice@nvenergy.com

d. **Notice of Default.** Notices of an Event of Default related to disputes alleging breach of contract by a Party that are not resolved pursuant to Article III, Paragraph 7, shall require the use of any two (2) of the above means of delivery. Such notices shall be effective and deemed to have been delivered on the latest date of delivery when both means of delivery have been complied with.

e. **Notice Other Than for Default.** All other written communications regarding this Contract may be sent by any of the above means, by regular first class U.S. mail, facsimile, or by email.

f. Address for Notice. Unless provided in writing to the contrary, all notices shall be sent to the Parties as specified above.

g. Operating Communications. Routine communications and operating instructions shall be delivered as specified in the policies and procedures developed by the System Administrator in accordance with the Governance Structure, Attachment "A."

h. Emergency Communications. In emergencies, the Parties, shall endeavor to promptly notify the other Parties and may make such notice by any of the above means or verbally in person or by telephone, facsimile, or by email as specified in the SLA, Attachment "B."

i. Changes of Address and Contacts. The Parties shall have the right to change contact name, titles, and addresses by providing written notice to the other Parties as specified in the policies and procedures developed by the System Administrator in accordance with the Governance Structure, Attachment "A."

9. Record Keeping. Each Party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents (written, electronic, computer-related, or otherwise) pertaining to this Contract and present, at any reasonable time, such information for inspection, examination, review, audit, and copying at any office where such records and documentation are maintained. Such records and documentation shall be retained for three (3) years after the Contract expires or is terminated.

10. Failure of any Party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the Parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to the recovery of actual damages, and the prevailing Party's reasonable attorney's fees and costs.

11. Insurance requirements of the Parties shall be as follows:

a. NVE is self-insured for the initial \$2,000,000 of coverage per occurrence for general liability purposes. NVE shall keep the insurance coverage described herein in force during the term of this Contract.

b. The DEPARTMENT and COUNTY, for the Term of this Contract and in exception to this Paragraph, shall be self-insured for any and all acts and omissions of and by its agents and employees.

c. Other third Parties, and a Party's users, shall maintain the following insurance coverage throughout the term of this Contract:

i. Worker's Compensation insurance in the form and manner required by the State of Nevada; and

ii. Comprehensive General Liability Insurance for personal injuries/death and property damage with a minimum coverage of \$2,000,000 per occurrence; and

iii. Comprehensive Automobile Liability with bodily injury and property damage with combined single limits of at least \$2,000,000.

d. Proof of Coverage. Parties shall provide each of the other Parties with proof of insurance coverage required herein prior to commencing the services set forth herein and annually thereafter.

e. Notice of Cancellation. Parties shall provide immediate written notification to all other Parties upon cancellation of any insurance coverage required herein.

12. The DEPARTMENT and COUNTY do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. The Parties acknowledge that certain portions of NRS Chapter 41 apply to tort claims only, and this Paragraph is not intended to apply such provisions to contract claims arising between the Parties hereto. Contract liability of the Parties shall not be subject to punitive damages. Actual damages for any Party's breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, if any, but not yet paid, for the fiscal year budget in existence at the time of the breach.

13. Force Majeure. No Party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitations, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

14. Indemnification.

a. Each Party shall indemnify, hold harmless, and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the Party, its officers, employees, and agents. In any claim or action NDOT and Washoe County shall assert, and will not waive, all sovereign immunity and damage limitations available to the State, a State agency, or a political subdivision of the State, as appropriate under NRS Chapter 41 or other applicable law. Any liability of NDOT and Washoe County under this section shall not exceed the liability allowed or permitted against an agency or political subdivision of the State of Nevada under NRS Chapter 41 in a direct action in tort against such agency or political subdivision. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any Party or person, described herein.

b. The indemnification obligation under this Paragraph is conditioned upon service of written notice in accordance with Article III, Paragraph 8, herein by the indemnified Party to the indemnifying Party within thirty (30) calendar days of the indemnified Party's actual notice of any actual or pending claim or cause of action. The indemnifying Party shall not be liable to hold harmless any attorney's fees and costs incurred by the indemnified Party's chosen right to participate with legal counsel.

15. The Parties are associated with each other only for the purposes and to the extent set forth in this Contract. Each Party is and shall be an entity separate and distinct from the other Parties and shall have the right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one Party whatsoever with respect to the indebtedness, liabilities, and obligations of the other Party or any other person.

16. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by any Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach.

17. The illegality or invalidity of any provision or portion of this Contract shall not affect the validity of the remainder of the Contract and this Contract shall be construed as if such provision did not exist. The unenforceability of such provision or provisions shall not be held to render any other provision or provisions of this Contract unenforceable. If any provision of this Contract is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the Parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible. The remaining portion of the Contract not declared illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Contract and is not replaced by an enforceable substitute provision.

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

19. Except as otherwise provided by this Contract, all or any property presently owned by any Party shall remain in such ownership upon termination of this Contract, and there shall be no transfer of property between the Parties during the course of this Contract.

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

21. Each Party shall keep confidential all information, in whatever form, produced, prepared, observed, or received by that Party only to the extent that such information is confidential by law or otherwise required to be kept confidential by this Contract.

22. The Parties hereto represent and warrant that the person executing this Contract on behalf of each Party has full power and authority to enter into this Contract and that the Parties are authorized by law to perform the services set forth herein.

23. This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The Parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Contract. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

24. Any alteration considered to be scope in excess of that scope provided for in this Contract shall be addressed through a written amendment to this Contract. The amount and payment for such extra scope, as well as designation of responsibility for payment of such scope, shall be specified in such written amendment.

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

26. In connection with the performance of work under this Contract, the Parties agree not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, or age, including, without limitation, with regard to employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff, or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship. The Parties further agree to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

27. The headings or paragraph titles contained in this Contract are used solely for convenience and do not constitute a part of this Contract between the Parties, nor should they be used to aid in any manner in the construction of this Contract.

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

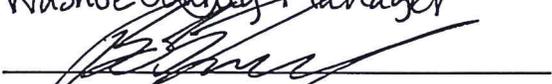
29. This Contract may be executed in any number of counterparts, and all such counterparts executed and delivered, such as an original, shall constitute but one and the same instrument.

30. Each Party agrees to perform any further acts and to execute and deliver any additional documents that may be reasonably necessary to effectuate any provisions of this Contract.

IN WITNESS WHEREOF, the authorized representatives of the Parties have caused their names to be signed hereon on the date first above written.

Washoe County


Washoe County Manager


Chair, Washoe County Commission

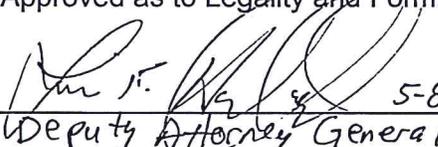
Name and Title (Print)

Approved as to Form:

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


Director

Approved as to Legality and Form:


Deputy Attorney General

5-8-2017

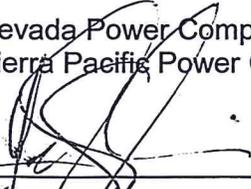
Agmt#NM117-17-016



Deputy District Attorney

~~Deputy Attorney General~~

Nevada Power Company
Sierra Pacific Power Company



KEVIN JUSTICE VP & CIO

Name and Title (Print)

Approved as to Form:

Senior Attorney