

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

TUESDAY

10:00 A.M.

MAY 23, 2017

PRESENT:

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

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

The Washoe County Board of Commissioners convened at 10:01 a.m. in regular session in the Commission Chambers of the Washoe County Administration Complex, 1001 East Ninth Street, Reno, Nevada. Following the Pledge of Allegiance to the flag of our Country, the Clerk called the roll and the Board conducted the following business:

17-0399 AGENDA ITEM 3 Public Comment.

Ms. Tammy Holt-Still thanked Commissioners Hartung and Herman for supporting the Truckee Meadows Flood Management Authority (TRFMA) regarding the homes grant and she commented residents were already applying for assistance. She noted Team Rubicon expressed willingness to assist residents in mucking out their homes once the water retreated. She updated the Board on the progress of flooding in various parts of Lemmon Valley and requested additional assistance for affected residents. She requested residents be included when Reno and Washoe County drafted a master plan. She provided a document which was placed on file with the Clerk.

Mr. Garth Elliott expressed pride at the new Sun Valley electronic sign and hoped there would soon be a second one on the opposite end of the valley. He expressed dissatisfaction at the hiring of new employees, each of which he claimed represented a million dollars in fiscal obligation over their tenure with the County. He wondered whether staffing levels at the County needed to go back to pre-2008 levels and expressed frustration at the impact of County sales tax on the elderly.

Ms. Donna Clontz, member of the Washoe County Senior Advisory Committee, thanked the Board for their support of seniors during Older Americans Month. She stated there were over 70 activities planned during the month. She thanked Commissioner Berkbigler and Chair Lucey for their \$2,500 donations to help the Healthy Walking Program for Seniors. She promoted three events: senior rights' attorney Homa Woodrum's talk at the Sun Valley Senior Center, Reno Housing Authority Executive

Director Amy Jones' talk at the North Valleys Library, and a Reno Transportation Commission road trip to the Food Bank.

Ms. Elise Weatherly spoke about Pastor Marvin Neal and the new chaplain of the Jan Evans Juvenile Justice Center, Otto Kelly. She objected to the hiring of Mr. Kelly and requested a meeting between herself, Judge Egan Walker, County Manager John Slaughter, Mr. Neal, and Mr. Kelly about the appointment.

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

17-0400 **AGENDA ITEM 4** Announcements/Reports.

Chair Lucey announced Agenda Items 26 and 27 would be heard directly following Agenda Item 6 and Agenda Item 5G3 would be removed from the agenda. County Manager John Slaughter declared Agenda Item 23, the 2:00 p.m. time-certain public hearing, would be pulled from the agenda because they received a withdrawal request from the appellant. Chair Lucey mentioned he intended to open the public hearing for comment but said no action would be taken. Deputy District Attorney Paul Lipparelli said if any person attended the meeting pursuant to the publication but could not return on another day, it was an option to invite them to speak. He reiterated the item was withdrawn and no action would be taken. Chair Lucey mentioned it would be addressed at the time the agenda item was slated to be heard.

Mr. Slaughter announced a joint press conference at Mayberry Park on May 24, 2017 to promote summer safety. Commissioner Berkbigler requested to review the amount of money the County provided the Economic Development Authority of Western Nevada (EDAWN) given the expected growth. She wondered whether the Board should consider increasing the money given to EDAWN in the following budget cycle.

Commissioner Hartung requested an update on the issues with non-emergency dispatch calls. He mentioned a call taken by Reno dispatch was routed to Washoe County when it should have been routed to the Sparks Police Department. He asked that a flood insurance assistance program for low-income residents be added to the dashboard. He promoted a community forum at the Spanish Springs Library which featured representatives from the Sheriff's Office (SO), the Regional Transportation Commission (RTC), and the Nevada Department of Transportation (NDOT). He touched on another forum regarding medical marijuana in Spanish Springs in June.

Commissioner Herman brought up a discrepancy in the minutes under Agenda Item 5A. Chair Lucey suggested she address that during Agenda Item 5. Commissioner Herman mentioned a press release by the County regarding poison hemlock and urged citizens to be better informed about the plant and its danger to horses.

Commissioner Berkbigler remarked a Commissioner or City Council Member could not serve on a Citizen's Advisory Board (CAB) but asked if someone

elected to a General Improvement District (GID) could. She promoted a community forum at the Incline Village Library.

Commissioner Jung requested an agenda item to direct donating \$9,000 of her following year's discretionary funds to The Generator, a community art space. The money would fund the lighting of a piece of art from Burning Man that would be displayed for a year. She promoted a Board of Health meeting and said she would represent the Board at a memorial service at the Sierra Memorial Gardens.

Commissioner Herman announced she would leave at 1:15 p.m. and Chair Lucey confirmed it was to attend a conference of the National Association of Counties Western Interstate Region.

Chair Lucey stated the Hot August Nights Spring Fling event was well attended, as was the RTC-hosted American Public Transit Association conference where they showcased the area's autonomous busses. He asked staff to rework ordinances on restrictive gaming licenses as the Cities of Reno and Sparks had already amended theirs. He directed staff to consider candidates to represent the County federally given the new landscape in Washington DC. He indicated there were challenges with the President's proposed budget in terms of funding for health and human services as well as Federal Emergency Management Authority (FEMA) funding. He asked the sheriffs to evaluate claims of increased speeding on Andrew Lane and Rhodes Road, and to consider different traffic deterrents.

CONSENT AGENDA ITEMS – 5A THROUGH 5J4.

- 17-0401** **5A** Approval of minutes for the Board of County Commissioner's regular meetings of April 11, 2017, April 18, 2017 and April 25, 2017. Clerk. (All Commission Districts)
- 17-0402** **5B** Approve roll change requests, pursuant to NRS 361.765 and/or NRS 361.768, for errors discovered on the 2016/2017 secured tax roll and authorize Chair to execute the changes described in Exhibit A and direct the Washoe County Treasurer to correct the error(s). [Cumulative amount of decrease to all taxing entities \$11,740.84]. Assessor. (Commission Districts 1, 3, 4 & 5.)
- 17-0403** **5C** Acknowledge receipt of annual report of projected Proceeds and expenditures in the account used for the acquisition and improvement of technology in the Office of the County Recorder for FY 2016/17. Recorder. (All Commission Districts.)
- 17-0404** **5D** Accept a grant award from the Nevada Aging and Disability Services Division for the Older Americans Act Title III Program Homemaker Services [\$4,800; match of \$720 from ad valorem tax] retroactive from July 1, 2016 through June 30, 2017; authorize the Department to execute

the grant award and direct Comptroller to make the appropriate budget amendments. Senior Services. All Commission Districts.)

- 17-0405** **5E** 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).
- 17-0406** **5F** Approve and execute Resolution directing County Treasurer to give notice of the sale of properties subject to the lien of a delinquent special assessment in the following districts: WCAD 23 – Arrowcreek Water, WCAD 29 – Mt. Rose Sewer Phase 1, WCAD 32 – Spanish Springs Valley Ranch Rd, WCAD 39 – Lightning W Water System Supply Improvement, (additional description of affected parcels contained in exhibit A of attached Resolution). (No Fiscal Impact). Treasurer. (Commission Districts 1, 2, 4 and 5.)
- 17-0407** **5G1** Approve Commission District Special Fund disbursement [in the amount of \$11,500] for Fiscal Year 2016-2017; District 4 Commissioner Vaughn Hartung recommends, [\$4,000] grant to The Nevada Discovery Museum, [\$1,500] grant to Reed High School, [\$1,000] grant to Alyce Taylor Elementary School, [\$1,000] grant to Bud Beasley Elementary School, [\$1,000] grant to Ed Van Gorder Elementary School, [\$1,000] grant to Jesse Hall Elementary School, [\$1,000] grant to Miguel Sepulveda Elementary School, and [\$1,000] grant to Spanish Springs Elementary School; 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.)
- 17-0408** **5G2** Approve Commission District Special Fund disbursement [in the amount of \$2,000] for Fiscal Year 2016-2017; District 1 Commissioner Marsha Berkbigler recommends [\$2,000] grant to the Lake Tahoe Bicycle Coalition; 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.)
- 17-0409** **5H1** Approve expenditures [in excess of \$100,000] to National Medical Service (NMS) for toxicology and laboratory testing in Fiscal Year 2018. Medical Examiner. (All Commission Districts.)
- 17-0410** **5H2** Accept grant funding [\$62,856.00 with no county match] from the State of Nevada Department of Health and Human Services for labor and travel expenses relating to the National Violent Death Reporting System,

retroactive from September 1, 2016 through August 31, 2017, and authorize the Chief Medical Examiner & Coroner of the Washoe County Regional Medical Examiner's Office to sign the award and approve amendments, and direct the Comptroller's Office to make the necessary budget amendments. Medical Examiner. (All Commission Districts.)

17-0411 **5H3** Accept grant funding (\$2,504.00 with \$250.40 county match) from the State of Nevada Department of Health and Human Services Public Health Preparedness Program for supplies and labor expenses relating to the Northern Nevada Disaster Victim Recovery Team (NNDVRT) training exercise, retroactive from May 1, 2017 through June 30, 2017, and authorize the Chief Medical Examiner & Coroner of the Washoe County Regional Medical Examiner's Office to sign the award and approve amendments, and direct the Comptroller's Office to make the necessary budget amendments. Medical Examiner. (All Commission Districts.)

17-0412 **5I1** Approve the Interlocal Agreement Extraditions between the County of Washoe on behalf of the Washoe County Sheriff's Office and the City of Sparks on behalf of the Sparks Police Department in an amount not to exceed [\$30,000] to be paid to the Washoe County Sheriff's Office Consolidated Extraditions Unit for the processing of extraditions and transportation of prisoners for the Sparks Police Department, for the period of the date of execution to June 30, 2019. Sheriff. (All Commission Districts.)

17-0413 **5I2** Approve the Interlocal Agreement – Washoe County Sheriff RAVEN Helicopter Program and the Truckee Meadows Fire Protection District in the amount of [\$65,000] for the provision, when requested, of a helicopter or other aircraft and personnel from the date of execution by all parties to June 30, 2018. Sheriff. (All Commission Districts.)

17-0414 **5J1** Approve a grant agreement in Support of Transportation Services for Vulnerable Populations in Washoe County between Washoe County and Access to Healthcare Network (AHN) in the amount of [\$150,000] funded by Indigent Funds retroactively for the period of July 1, 2016 to June 30, 2017 to provide cash support which AHN will use as the match for a grant awarded to AHN from the Regional Transportation Commission (RTC) for maintenance and growth of the transportation program for vulnerable populations and approve necessary resolution. Social Services. (All Commission Districts.)

17-0415 **5J2** Approve to authorize the Director of Social Services to accept the Seventh Amendment of the Child Welfare Initiative Agreement with Casey Family Programs in the amount of [\$45,000; no County match required]; retroactively for the period January 1, 2017 through December

31, 2017; direct the Comptroller's Office to make the appropriate budget amendments. Social Services. (All Commission Districts.)

17-0416 **5J3** Approve an amendment to increase FY17 budget authority in the amount of [\$6,750] in both revenue and expense to the Continuum of Care – Shelter Plus Care 2014 award period August 1, 2016 to July 31, 2016, IO 11268; and if approved direct the Comptroller's office to make the appropriate budget amendments. Social Services. (All Commission Districts.)

17-0417 **5J4** Approve an amendment to increase FY17 budget authority in the amount of [\$4,575] in both revenue and expense to the Continuum of Care Permanent Supportive Housing Program 2014 award period September 1, 2015 to August 31, 2016, IO 11267; and if approved direct the Comptroller's office to make the appropriate budget amendments. Social Services. (All Commission Districts.)

Regarding the minutes from the April 25, 2017 meeting, Commissioner Herman thought she would not have said 'bears' but she might have meant to say 'dogs'. County Clerk Nancy Parent said she would listen to the recording and if Commissioner Herman said dogs rather than bears, the change would be made on the April 25 minutes to reflect that. If it was found Commissioner Herman did not say dogs during the April 25 meeting, the minutes for the current meeting would note the clarification as stated by the Commissioner.

Commissioner Herman asked if Reno paid for the Regional Aviation Enforcement Unit (RAVEN) service since most calls came from Reno. Chair Lucey asked whether Commissioner Herman wanted to pull Agenda Item 5I2 from the consent agenda for further discussion or just have her question answered. County Manager John Slaughter responded Agenda Item 5I2 related specifically to fire responses and he thought Reno did not pay for fire responses. He supposed the activity Commissioner Herman saw regarding Reno's use of RAVEN was law enforcement activity which was paid for separately.

Commissioner Jung read aloud Agenda Items 5G1 and 5G2 and thanked Commissioners Hartung and Berkbigler for their generosity.

On the call for public comment, Ms. Tammy Holt-Still and Mr. Garth Elliot signed up to speak on Consent Agenda Item 5G3 which was pulled.

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

Ms. Elise Weatherly thanked Commissioner Hartung for supporting elementary schools and asked him to support Sparks Middle School since Principal Stacey Ting-Senini and teacher Barbara Barker were really supporting the children. She praised staff for their plan to build another school in the Highland Ranch area.

On motion by Commissioner Hartung, seconded by Commissioner Berkbigler, which motion duly carried, it was ordered that Consent Agenda Items 5A through 5J4 be approved. Any and all Resolutions or Interlocal Agreements pertinent to Consent Agenda Items 5A through 5J4 are attached hereto and made a part of the minutes thereof.

17-0418 **AGENDA ITEM 6** Appearance: Marily Mora, President/CEO, Reno Tahoe Airport Authority.
Presentation - Reno-Tahoe - Landing Benefit for our Region. [10 minutes]

Chief Executive Officer of the Reno Tahoe Airport Authority (RTAA) Marily Mora introduced two Board of Trustee appointees Lisa Gianoli and Nat Carasali who were in attendance. She indicated Trustee Caraselli was being considered for reappointment to another four-year term and she praised his work. She conducted a PowerPoint presentation with the following slides: Who We Are (2 slides); Economic Engine; and Airport Strategic Plan. She noted the RTAA was the owner and operator of Reno-Tahoe International Airport (RNO) and the Reno-Stead Airport (RTS). She remarked generating a large portion of non-airline revenue gave them the ability to keep rates and charges to the airlines low. Funds generated from parking, food, and airport purchases went toward the operation of the airport. She noted there were 2,500 people hired at the airport including 250 with the RTAA. She acknowledged in the past the RTAA did not have a great relationship with private pilots at RTS but they had worked diligently to repair those relationships. She announced cargo development grew 13 percent over the prior year and they were focused on growth. She expressed disappointment at the recent recording of an altercation between two passengers because she said passengers having a positive experience at the airport was so important to the RTAA. She stated airport police were not called for ten minutes but responded in two minutes after they were called. All airport personnel were trained to speak up when they saw something suspicious.

Ms. Mora reviewed slides with the following titles: Air Service Additions; 23 Destinations and Eight Airlines; In 2016; Record-Setting Year in 2016; Exciting Programs Are in the Air at RNO (2 slides); General Aviation at Reno-Tahoe International; Reno-Stead Airport Airfield Features; Stead Business Development Activities; Washoe County Airport Representation; New Concession Opportunities; Coming Soon...Common Use Lounge; Rideshare Driving a New Market; Award-Winning Airport with Focus on Customer Service; and Thank You.

Ms. Mora remarked the Guadalajara flight was important because over 25 percent of Washoe County's population was Hispanic. She stated Southwest Airlines had pulled six flights from RNO but in the prior few years they were reinvesting in flights to RNO. She noted they had built up their service to the San Francisco bay area as well as to the Los Angeles basin. She commented the airport lost one third of its passenger traffic during the recession so they were working to return to where they were. She suggested the increase in cargo handled at RNO was due to Reno's economic diversification.

Through focus group testing, it was determined local residents did not know about new flights offered, so a local advertising campaign was launched. She shared RTS had been selected as one of only six sites to test unmanned aerial systems; NASA also tested there.

Chair Lucey said he had seen tremendous growth in both air service and customer service and praised Ms. Mora and the RTAA. He hoped there would one day be a direct flight to Baltimore.

Commissioner Hartung said he was familiar with the master development agreement for RTS and asked if there were prospective partners that could help with building infrastructure. Mr. Mora replied the Board only just approved the plan but said one benefit of having drone testing at RTS would be to showcase the community to the testing company in hopes it would relocate to Reno. Commissioner Hartung suggested the developer partnering with Lifestyle Homes, who was not yet ready to build but could split developing infrastructure in the area. He expressed the desire to see more small commuter planes and cargo traffic coming into RTS because of the nearby railroad spur. Ms. Mora stated they were looking to grow cargo development in the short term and agreed RTS had great potential for growth.

Commissioner Jung described RNO as the best airport she had ever been in and praised Ms. Mora, Ms. Gianoli, and Mr. Carasali. Commissioner Lucey asked when the concessions plan update would be finalized, to which Ms. Mora replied one step would be the completion of the common-use lounge. They planned to open up 3,500 square feet of concession space during the summer, though the process of filling that space could take a year. She mentioned feedback from customers resulted in the addition of the Tap & Pour restaurant in Concourse C.

Chair Lucey remarked having more amenities after the security checkpoint could result in a quiet place for customers to relax away from the noisy gates, or it would allow them to grab a quick bite to eat before their flights. He wondered whether there was land outside of the allocated cargo space that could be used for solar fields to allow the airport to become more self-sufficient. He suggested that could work in Stead and asked whether the RTS runway could support large cargo planes. Ms. Mora replied the runway was probably capable of handling that traffic but necessary infrastructure such as an aircraft firehouse and a flight tower were not available at RTS. Cargo studies revealed the likely direction was to expand RNO since much of that infrastructure was already in place. When questioned by Chair Lucey whether there were any geographical limitations at RTS that would prohibit expanding cargo capabilities in the future, Ms. Mora replied there were only financial constraints.

BLOCK VOTE – 8, 9, 10, 11, 12, 13, 15, 17, 18, 19, & 20

Commissioner Berkbigler moved to place Agenda Items 8 through 13, and 17 through 20 into a block vote. The motion was seconded by Commissioner Jung. Commissioner Berkbigler amended her motion to include Agenda Item 15 in the block vote; the seconder agreed.

17-0419 **AGENDA ITEM 8** Recommendation to: 1) approve Amendment #4 to a Project Funding Agreement between the State of Nevada acting by and through its Division of State Lands and the Fund to Protect Lake Tahoe and Washoe County for the East Incline Village Phase I Water Quality Improvement Project; and 2) accept grant funding [\$380,000 for the project plus \$19,000 for administrative costs, for a total of \$399,000; with matching funds of \$380,000 funded through a USDA Forest Service grant] effective upon execution of the agreement documents through December 31, 2017; and 3) if accepted, authorize the Director of Community Services to execute Amendment #4; and 4) direct the Comptroller's Office to make the necessary budget amendments. Community Services. (Commission District 1.)

There was no public comment on this item.

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

17-0420 **AGENDA ITEM 9** Recommendation to: 1) approve a Modification of Grant or Agreement (Federal Financial Assistance Award of Domestic Grant 14-DG-11051900-004) between Washoe County and the USDA Forest Service Lake Tahoe Basin Management Unit for the East Incline Village Phase I Water Quality Improvement Project; and 2) accept grant funding [\$380,000 with matching funds of \$380,000 funded through a Nevada Division of State Lands grant] effective upon execution of the agreement documents through September 30, 2018; and 3) direct the Comptroller's Office to make the necessary budget amendments. Community Services. (Commission District 1.)

There was no public comment on this item.

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

17-0421 **AGENDA ITEM 10** Recommendation to award a bid and approve the Agreement to the lowest responsive, responsible bidder for the 2017/2018 Road Way & Parking Lot Repairs for Washoe County, PWP-WA-2017-161 project [staff recommends Sierra Nevada Construction (SNC) in the amount of \$3,155,007.00]. Community Services. (All Commission Districts.)

There was no public comment on this item.

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

17-0422 **AGENDA ITEM 11** For possible action and discussion (1) to determine under NRS 244.1505 if the inhabitants of Washoe County would be substantially benefitted by a gift of Washoe County general funds to cover the cost of County building permit fees, including any applicable County plan review fees, for single family homes affected by Swan Lake (and the immediate vicinity) flooding in Lemmon Valley where verification is provided in writing by the insurance carrier that the cost of permits for repairs is not covered by the applicable insurance policy; and, if the substantial benefit finding is made, (2) to approve the gift of general funds for this purpose. This action applies to the owners of record as of February 1, 2017, on the following Assessor Parcel Numbers, with a building permit application deadline of July 1, 2020: [APN 080-289-01, 080-291-12, 080-301-05, 080-301-07, 080-301-08, 080-301-10, 080-301-11, 080-301-13, 080-302-03, 080-302-04, 080-302-05, 080-302-06, 080-302-07, 080-302-08, 080-313-09, 086-303-18, 086-303-19, 086-303-22, 086-303-25, 086-305-02, 086-523-01, 080-281-15, 080-612-02, 080-281-07, 080-612-04]; and if approved, (3) authorize the appropriate staff to make necessary general fund budget adjustments. Community Services. (Commission District 5.)

Commissioner Herman asked whether the legal language provided that anyone in a red-tagged home, whether or not they had insurance, would qualify to have their permit fees waived. Community Services Department Director Dave Solaro replied as long as the applicant had a letter from their insurance agent saying the company would not cover the cost of the permit, their fee would be waived.

There was no public comment on this item.

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

17-0423 **AGENDA ITEM 12** For possible action to approve the fiscal year 2017-2018 payments of [\$215,420], paid in quarterly installments beginning July 1, 2017, as Washoe County's share in annual funding for the Truckee Meadows Regional Planning Agency pursuant to NRS 278.0264(7); and of [\$34,740], paid in quarterly installments beginning July 1, 2017, as Washoe County's share in the 2017 Regional Plan Update. Community Services. (All Commission Districts.)

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 12 be approved.

17-0424 **AGENDA ITEM 13** For possible action to approve, on the recommendation of the Chair, the reappointment of Lee Lawrence to the Washoe County Board of Adjustment to represent Commission District 4 to fill a term beginning on July 1, 2017, and ending on June 30, 2021, or until such time as Mr. Lawrence no longer serves on the Board of Adjustment or a successor is appointed, whichever occurs first. Community Services. (Commission District 4.)

There was no public comment on this item.

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

17-0425 **AGENDA ITEM 15** Recommendation to approve the sole source exemption to purchase the Leica Geosystems Scan Station offered by Precision Survey Supply, a 3-D laser scanning system P30 and applicable accessories at a cost of [\$189,805.50]. Sheriff. (All Commission Districts.)

There was no public comment on this item.

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

17-0426 **AGENDA ITEM 17** Recommendation to approve the Professional Services Agreement for Video Broadcasting and Production Services to SoSu TV, 300 E. Second Street, Suite 1405, Reno, NV 89501 in the not to exceed [annual amounts of \$127,000 for FY18, \$130,000 for FY19 and \$132,000 for FY20 and optional services not to exceed \$5,000 annually], unless approved by the County Manager. If approved, authorize the Purchasing and Contracts Manager to execute the agreement for Professional Services for the initial term of July 1, 2017 through June 30, 2018 with two (2) one-year renewal options at the County's discretion. Comptroller. (All Commission Districts)

There was no public comment on this item.

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

17-0427 **AGENDA ITEM 18** Discussion and possible direction to the County Manager to utilize two or more hours of staff time to review for the potential of Washoe County's Participation in the Downtown Navigator Program. –Request by Commissioner Lucey. (Strategic Objective – Safe, secure and healthy communities.)

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 18 be approved.

17-0428 **AGENDA ITEM 19** Discussion and possible direction to the County Manager to utilize two or more hours of staff time to initiate a review of the detention facility in partnership with the Washoe County Sheriff's Office. –Request by Commissioner Jung. (Strategic Objective – Safe, secure and healthy communities.)

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 19 be approved.

17-0429 **AGENDA ITEM 20** Discussion and possible direction to the County Manager to utilize two or more hours of staff time to initiate research of a potential storm water utility district in the North Valleys area of Washoe County. –Request by Commissioner Hartung. (Strategic Objective – Safe, secure and healthy communities.)

Commissioner Herman suggested waiting for flood inflow maps before deciding if there was a need for a storm water utility district. When asked by Chair Lucey, Commissioner Herman requested it be removed from the block vote. Commissioner Hartung suggested moving forward with it in the block vote because mapping was only one component and the utility would deal with waters that did not flow into those closed basins. He felt it was appropriate to proceed and have staff research the possibilities of a utility. Chair Lucey agreed that it should stay in the block vote because it would allow staff to initiate the research process. The item would not result in any final decisions being made.

On the call for public comment, Ms. Tammy Holt-Still agreed with Commissioner Herman and said she felt it was unfair to have a committee assess taxes to fix utilities developed prior to the 1990s. She said residents in the North Valleys paid their taxes up front to be protected. She requested the statute allowing Reno to continue development be revoked and alleged the City of Reno did not create developments with proper flood mitigation. She suggested condensed housing and warehouses should not be built on areas originally intended to be agricultural.

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

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

PUBLIC HEARINGS

17-0430 **AGENDA ITEM 24** Public Hearing: For possible action and discussion to affirm or reverse the Planning Commission's denial of Master Plan Amendment Case Number WMPA17-0001, an application seeking to amend the text within Table C-3, Allowed Uses (Commercial Use Types) in the Spanish Springs Area Plan to allow "Storage of Operable Vehicles" (including RV storage) in the Neighborhood Commercial regulatory zone, subject to the issuance of a Board of Adjustment approved special use permit; and, if reversed, to send the matter back to the Planning Commission for a report thereon pursuant to NRS 278.220(4). The request potentially impacts all properties with a Neighborhood Commercial regulatory zone within the boundaries of the Spanish Springs planning area. The Manke Family Trust is the applicant and appellant. Community Services. (Commission District 4.)

The Chair opened the public hearing by calling on anyone wishing to speak for or against the Agenda Item.

Kelly Mullin, Planner with the Community Services Department, conducted a PowerPoint presentation and reviewed slides with the following titles: Washoe County Commission; Summary of Request; Areas of Neighborhood Commercial; Planning Commission Hearing; Appellant Request; and County Commission Options. She summarized the hearing was regarding the Planning Commission's denial of Master Plan Amendment Case Number WMPA17-0001. She reminded the Board that requiring a Special Use Permit (SUP) would allow a project to be placed on a specific property, for which it would have to go through a significant public hearing process. The process would go through the Citizen Advisory Board (CAB), the Board of Adjustment (BOA), staff review, and finally agency review to consider the potential impacts on the property and surrounding area.

Derek Kirkland with Wood Rodgers, Inc. spoke on behalf of the appellant the Menke Family Trust, and Bill Menke Jr. who was in attendance. He stated the Neighborhood Commercial Zone (NCZ) was located along arterial roads and many storage facilities in other parts of town allowed recreational vehicle (RV) parking within a personal storage facility. The County's definition of personal storage did not include RV storage, however, so they were looking to amend the text. He noted personal storage was allowed in NCZs already, including storage facilities, walls, landscaping, and buildings up to 18 feet tall. He admitted the issues heard at neighborhood meetings were project-specific and would be addressed with an SUP. He indicated staff originally made findings to approve the measure and the appeal was filed because the appellant felt those

findings could be made again. He referenced Table C-3, the allowed uses chart, and mentioned he would be more concerned with permissible uses such as gasoline sales, service stations, auto repair shops, and restaurants, which he felt would generate far more traffic than the addition of RV storage.

Mr. Kirkland reiterated personal storage facilities were allowable and showed photographs of the Desert Highland Storage Facility. He noted the current design guidelines for Spanish Springs permitted walls up to 18 feet tall, which he said would be far taller than the average RV. He reviewed slides with the following titles: Findings 1 & 2; Design Guidelines; Findings 3 & 5; and Closing. He claimed there was a growing need for operable vehicle parking given the smaller lot sizes of newer development. This was not limited just to RVs but included boats and utility vehicles (UTVs) as well. He remarked there were two storage facilities in NCZs, one in the South Valleys and one near the Summit Mall, that were permitted to store RVs outright and needed an SUP for personal storage.

Responding to questions asked by Commissioner Berkbigler, Ms. Mullin clarified personal storage units were allowed in NCZs in Spanish Springs but not RVs or other operable vehicles. When asked if residents stored RVs on their private lots, Ms. Mullin understood with the number of large lots in the area, some residents did. Additionally there were other storage facilities like the ones referenced by Mr. Kirkland that did store RVs. Commissioner Berkbigler wondered why RV parking was a concern in the area given the lack of aesthetic beauty and disagreed with the findings of the Planning Commission.

Commissioner Herman stated she saw a different facility on Pyramid Highway that was less well planned than the one being discussed. She agreed with Commissioner Berkbigler it seemed like one developer was being singled out. Commissioner Hartung indicated the facility to which Commissioner Herman referred was zoned for industrial and commercial uses. He felt it would be appropriate to allow operable vehicle parking for the lot in question, but wondered whether the County would be obligated to grant an SUP to future applicants with less suitable lots. He asked whether a case like that would go to judicial review. Deputy District Attorney Paul Lipparelli answered if a person wished to challenge the denial of an SUP, they would need to demonstrate in court that the County misused its discretion in its denial of the SUP. He acknowledged that would be difficult because courts gave deference to County-level decision-makers in the use of their discretion. He said the issuance or denial of an SUP was an area where courts often deferred to local governments that were better equipped to make those decisions. In this case, the decision would be a text amendment to the table of uses and, if overturned, it would not automatically result in the issuance of an SUP. The appellant would still have to be approved for an SUP.

Commissioner Hartung asked if an 18-wheeler would be considered an operable vehicle. Planning Manager Bob Webb replied the hauler would be considered an operable vehicle but not the trailer. An operable vehicle by state law had to have the capability of self-conveyance. Commissioner Hartung inquired whether a fifth-wheel

could be stored there, to which Mr. Webb said yes because it would be considered ancillary storage. A boat or a trailer would not be considered operable but could be considered ancillary. He noted they did not define the term 'trailer' within the code. When asked if he could store a Caterpillar D9 bulldozer, Mr. Webb replied he could if it was operable. He acknowledged if the decision was overturned, part of the SUP application process would be determining whether the proposal adhered to design guidelines such as fencing and lighting. He stated according to code compliance, commercial vehicles such as backhoes could not be stored on residential property.

Chair Lucey asked whether personal storage was allowed with an SUP in the South Valleys. Ms. Mullin said she was unsure but noted the applicant referenced that in his presentation. Chair Lucey received clarification from Ms. Mullin about what overturning the decision would mean in regards to using SUPs. Commissioner Berkbigler voiced her opposition to the Board of Adjustment's decision and suggested making a motion. Chair Lucey opened public comment.

Mr. Harry Reiners, whose property would be about the project, disagreed with Commissioner Berkbigler. Chair Lucey reminded him to address the Board as a whole. Mr. Reiners voiced his opposition to the master plan amendment as a way to keep lighting and noise issues under control.

Ms. Diana Christensen, whose lot was part of 15 acres below Calle De La Plata, expressed concern about people parking RVs behind an eight foot wall. She opposed a storage facility with RV parking because of the traffic it could create. She mentioned there was a need for dentists, doctors, retail shops, and facilities that could bolster the neighborhood, not storage facilities that allowed people outside the neighborhood to store their RVs. She expressed concern over the number of RV spots that would be allocated.

Mr. Don Christensen requested the Board support their Planning Commission who voted unanimously against the amendment. He felt nothing had changed by the appellant that should persuade the Board to go against the recommendation of the Commission. He expressed concern about the appellant's failure to mitigate the condition of the property in terms of fallen fences and weeds.

Mr. Jonathan Stieber reiterated the Planning Commission heard the same arguments and felt the storage of operable vehicles was not a proper use of the land. He expressed concern that amending the list of uses would allow all areas in Spanish Springs to store RVs. He stressed the storage of operable vehicles was omitted in the original code because those who drafted it did not want to allow it. He noted putting operable vehicles in the area would not add to the quality of life of nearby residents. He agreed with the Planning Commission's decision.

Mr. Gordon Astrom observed the rapid development of residential zones in the Spanish Springs area. He expected a NCZ to produce doctor's offices and convenience stores, not storage facilities. He claimed if the Board of County

Commissioners meeting was held at a later time in the day, more residents would speak out against the appeal. He noted there was a commercially zoned area across the street which allowed operable vehicle storage. He objected to changing the master plan.

Mr. Dan Herman expressed concern about the Board allowing developers to override the community planning that was in place for twenty years. He stated it was no accident that storage of operable vehicles was not permitted on the allowed usage chart. Rather than the Board amending the text, he suggested the appellant could buy land zoned for industrial use which would allow for RV storage. He expressed dissatisfaction that a developer was changing the rule for everybody and alleged RVs were often taller than nine feet.

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

Commissioner Berkbigler remarked there were more disruptive things already permitted in the allowed usage chart than RV storage. She stated there would come a point when area and regional management plans needed to be updated to meet the growth of the community. She felt it was an appropriate use of NCZ land given other parts of the County already allowed storage of operable vehicles.

Commissioner Berkbigler moved to reverse the Planning Commission's decision to deny Master Plan Amendment Case WMPA17-0001 and to send the matter back to the Planning Commission for a report. This action would be based on the Board's review of the written materials and oral testimony at the public hearing, and the Board's interpretation of the relevant findings. Regarding the findings, she stated it was consistent with the Master Plan because the amendment did not change things in a way that was disallowed throughout Washoe County. As it stood, Spanish Springs's forbiddance was the exception to the practice of the County. She said it was compatible with land use since personal storage was already allowed in the area. She felt there was a need to respond to changing conditions and growth. She found no difference between storing an operable vehicle and a fifth wheel, which was allowed to be stored in the area.

Commissioner Hartung stated he would not support the motion and thought there had to be a better solution than changing the area plan. He expressed concern about the future implications of amending the plan and not the specific parcel in question. Commissioner Herman said she would rather see an RV storage lot than a recreational marijuana facility and noted she attempted to second the motion.

When asked by Commissioner Jung about alternatives to changing the area plan, Ms. Mullin replied they investigated that with the applicant and it was determined changing the area plan was the only feasible avenue to allow for the storage of RVs. Commissioner Hartung asked if they could apply to change their zoning, but Ms. Mullin said while RV storage would be allowed under general commercial, there was no more general commercial allowed under the Spanish Springs area plan. Commissioner Hartung cited a section of the Spanish Springs area plan that capped the amount of zoning areas and said that section could be amended to allow for additional zoning.

When asked for clarification by Chair Lucey, Ms. Mullin stated the change would not make storage of operational vehicles an allowed use but it would simply make it eligible for the SUP process. Chair Lucey called for the vote.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried on a 4 to 1 vote with Commissioner Hartung voting “nay”, it was ordered that the Planning Commission’s denial be reversed based on the findings as previously stated by Commissioner Berkbigler.

12:19 p.m. The Board recessed for lunch.

1:34 p.m. The Board reconvened with Commissioner Herman absent.

17-0431 **AGENDA ITEM 26** Public Hearing: Discussion and possible action on the Washoe County Tentative Budget, as well as possible changes to the adoption of the Final Budget for Fiscal Year 2017-18; approve the changes to position control for Fiscal Year 2017-18 indicated on Attachment A; and approve the fees indicated on Attachment B-1. This item may be continued to May 30, 2017 at 10:00 AM. Manager. (All Commission Districts)

With the public hearing still open, The Chair called on anyone wishing to speak for or against adoption of said Agenda Item.

Assistant County Manager Christine Vuletich emphasized the importance of a structurally balanced budget. She noted most local governments had a statutory requirement to adopt a balanced budget but that did not always result in a sustainable budget. She stated Washoe County presented a structurally balanced budget for the first time since 2011 or 2012. She thanked County departments, elected offices, and the budget staff for creating the budget especially given the natural disasters that occurred throughout the year.

Budget Manager Mark Mathers conducted a PowerPoint presentation, a copy of which was placed on file with the Clerk. He reviewed slides with the following titles: Final Budget Changes (two slides), FY18 Recommended General Fund Budget; Historical & Projected Unrestricted General Fund Balance; Summary of Overall Budget; Special Revenue Funds; Capital and Debt Funds; Proprietary Funds; Follow-up to April 25 Questions (four slides); and Next Steps. He explained the substantial difference between the beginning and ending fund balance in the Indigent Tax Levy category was because staff reserved funds for contingencies related to the senior center kitchen and senior center projects.

Regarding the Sheriff Office’s (SO) budget, Commissioner Hartung said he understood booking fees were paid by the agency delivering the prisoner for incarceration, such as the Nevada Highway Patrol or the Reno and Sparks Police

Departments. Mr. Mathers responded the Nevada Revised Statute allowed the County to bill other agencies for reimbursement by way of a bilateral agreement. He reviewed the history of the agreements between the three governing bodies and noted around 2002 the County stopped collecting those fees, at which point the City of Reno reduced its property tax by one cent while the County raised theirs by the same amount. Commissioner Hartung said he preferred to see the County charge a fee for every person received for incarceration rather than an annual flat rate. Mr. Slaughter noted the County sought legislation that would allow them to charge entities a per-booking fee, but the legislation was not successful. He suggested the issue could be raised again in the next legislative session. Mr. Mathers pointed out the net cost to maintain the detention center was \$37,292,928, or half the SO's budget.

Mr. Slaughter highlighted some aspects of the budget, including adding funding for the Sober 24 program, consolidating the planning and building departments into one division, adding new positions to the Medical Examiner's office, expanding park hours, adding youth advisors, enhancing the capital improvement planning process, and adding a director at the Regional Public Training Center. He stated the budget process was difficult given the natural disasters the County faced as well as unknown costs, and they would be extra vigilant in monitoring the budget. They hoped to return to the Board with suggestions if there was funding for additional enhancements.

Commissioner Berkbigler inquired whether there was a way to pay the detention center's \$37 million cost without the money coming from the general fund. Mr. Mathers indicated that, in addition to fees and cost-sharing, other options were available to the County and he intended to return to the Board with recommendations after understanding the impacts of the legislative session. Commissioner Berkbigler asked whether funds were set aside to address the dispatch issue. Mr. Slaughter referenced a report prepared by a consultant that showed three levels of savings based on various changes to dispatch. That report was being reviewed by Reno's counsel and County staff was planning a joint meeting with the Board and Reno's City Council for further discussion. He mentioned additional funds were not needed; it was a matter of agreeing on which savings option to pursue and what to do with any resulting savings. Commissioner Berkbigler said according to the report the most money would be saved by turning dispatch over to the SO, to which Mr. Slaughter agreed.

Commissioner Hartung felt in addition to savings it would be more efficient to have dispatch consolidated into one place. He claimed some agencies stopped performing tuberculosis testing in jails since positive results were so rare and suggested the SO could consider that as a way to save money. He remarked some inmates feigned indigence to avoid paying healthcare deductibles and suggested reviewing ways to prohibit that. He wondered if there was a way to save costs by not transporting inmates around so much during the course of their incarceration or by performing more healthcare related tasks directly at the detention facility. He asked whether there was a statutory obligation to continue making Other Post-Employment Benefit (OPEB) payments. He suggested somehow drawing those payments out over time could free up funds to give the County more liquidity to deal with ongoing costs.

Chair Lucey commented one point worth considering when approving a budget was the unfunded mandates coming out of the legislative session, including body cameras and their impact on the SO's budget. He mentioned there was discussion about reinstating programs that had been cut during the economic downturn and requested reviewing the cost efficiencies of doing so. He felt the justice system and the courts would have to participate in helping the County realize those cost efficiencies and directed staff to initiate those discussions.

On motion by Commissioner Jung, seconded by Commissioner Berkgigler, which motion duly carried with Commissioner Herman absent, it was ordered that Agenda Item 26 be adopted and approved.

17-0432 **AGENDA ITEM 27** Discussion and possible action on the County Manager's recommended Capital Improvements Plan for Fiscal Years 2018-2022. This item may be continued to May 30, 2017 at 10:00 AM. Manager. (All Commission Districts).

Budget Manager Mark Mathers conducted a PowerPoint presentation which was placed on file with the Clerk. He stated the Capital Improvement Program (CIP) was a five-year plan for maintenance, repair, rehabilitation, and expansion of the County's infrastructure. He noted departments made requests, primarily the Community Services and Tech Services departments, which were then reviewed and prioritized by a CIP committee. The committee made the recommendations that were being presented to the Board. He praised the \$2.7 million increase in available funds from Fiscal Year (FY) 2017 to FY 2018. He highlighted some of the projects that were planned for FY 2018, such as parks projects, library renovation, voting machine replacement, and repairs to County facilities. He mentioned in addition to the two library projects planned for FY 2018, there were two slated for FY 2019.

When asked by Commissioner Hartung whether the new roof on buildings C and D in the Administrative Complex would take care of the Assessor's issues, Mr. Mathers noted it would. Commissioner Hartung inquired whether there was enough demand at the downtown library or if the space would better be used for continued revitalization of the downtown area. He claimed as the building aged it became more expensive to maintain and they could use the saved money to enhance other County libraries. Chair Lucey said they could revisit that discussion at another point and recalled seeing it was the second-most popular library in the County next to the Sierra View Library. Commissioner Jung said it was the Library Board's decision where to place libraries and how much funding to allocate for each. She alleged the Library Board had no money to consider a new location and, unless the County raised the government services tax, it could be a long time before the Library CIP could realistically fund a move.

Chair Lucey stated the County had challenges with assets that were aging and he had directed the County Manager to review assets within the County for the

possible repurposing of buildings or consolidating of services into fewer buildings. He suggested prioritizing the repairs to the District Court Building above the proposed parks expansion and the North Valleys Library repair; foundation services should come before ancillary services.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried with Commissioner Herman absent, it was ordered that Agenda Item 27 be approved and adopted.

Chair Lucey closed the public hearing.

17-0433 **AGENDA ITEM 7** Recommendation to: 1) award a bid and approve the Agreement to the lowest responsive, responsible bidder for the WCSS Visitation Center Renovation Project, [staff recommends Reyman Brothers Construction, Inc., in the amount of \$1,100,000.00]; and if approved, 2) Recommendation to approve interfund appropriation transfers to track certain grant and capital funds; and, 3) direct the Comptroller's Office to make the appropriate appropriation transfers (net impact to County Budget is zero). Community Services. (Commission District 4.)

On the call for public comment, Cathy Brandhorst was called but she was not present to speak.

On motion by Commissioner Jung, seconded by Commissioner Berkbigler, which motion duly carried with Commissioner Herman being absent, it was ordered that Agenda Item 7 be awarded, approved, and directed.

17-0434 **AGENDA ITEM 14** Recommendation to approve Amendment No. 1 to the Contract for Health Care Services for Washoe County Detention Facility between Washoe County and NaphCare, Inc. for Detention Inmate Medical Services for the period of June 1, 2017 through May 31, 2018 for [\$6,825,807.12] based on a monthly average daily population (ADP) of 1,200 inmates; until a new RFP can be released or the County can join an existing contract if applicable. Sheriff. (All Commission Districts.)

Commissioner Berkbigler asked that the Sheriff provide the Board with a monthly status report of what was happening at the jail along with a report about the healthcare of the inmates. She recognized that request might have to come back at another time.

There was no public comment on this item.

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

17-0435 **AGENDA ITEM 16** Discussion and possible direction on the contract and services currently provided by ATB Services, LLC, a Colorado limited liability company that administers the Alarm Registration and False Alarm Ordinance (Washoe County Code, Chapter 54), to ensure ATB Services is meeting the terms of the contracted services agreement with Washoe County. Sheriff. (All Commission Districts.)

Chief Deputy Russell Pedersen with the Sheriff's Office (SO) recalled in 2009 the Board of County Commissioners gave the SO approval to privatize and become more efficient. The alarm ordinance passed in 2009 and was amended in 2010 and 2012. The company used, ATB Services, LLC (ATB), was used by the Cities of Reno and Sparks, though different online services were available to them than to the County. He admitted there were problems with billing and about two dozen homeowners received late payment notices without ever having received initial invoices. He stated more than 1,000 people were registered and guessed more than just two dozen received late notices and simply paid them without question. He said there was not a company based in Nevada that did this type of work since it was not a large money-making venture. He noted the company received between \$90,000 and \$110,000 for their services while the County received between \$120,000 and \$140,000 from registration fees and false alarm fees, which went into to the general fund to offset the SO's costs.

Commissioner Hartung asked how many late notices were mailed out, which the SO representatives determined to be 167. Commissioner Hartung reported he received one, and when he contacted ATB they told him to contact the SO about billing issues. He asked if the SO received a portion of the late fees, to which Chief Deputy Pedersen replied of the \$25 that was paid for each late fee, \$7 or \$8 went to ATB while the remainder went to the general fund. Commissioner Hartung noted the last time he had talked to Chief Deputy Pedersen that information was not known.

Commissioner Hartung expressed concern that ATB's reasons for not delivering the alarm invoices were inconsistent. He requested having a representative from ATB come before the Board to give a full accounting of the numbers. He alleged there was no reason ATB should generate late fees when initial bills were not sent out. Chief Deputy Pedersen explained the Board had the ability to call ATB before them to explain their mailing and registration processes. He mentioned ATB was working on a new online registration platform to make the process more convenient for homeowners. He was unsure why the platform Sparks used was not available to the County but he indicated Lieutenant Sandra Barboza was trying to obtain the timeframe for ATB's new online portal. Commissioner Hartung described one constituent's situation where his check was never cashed. Chief Deputy Pedersen echoed challenges heard from other citizens about the late fees, but noted Lieutenant Barboza also heard complaints about high credit card and false alarm fees. She tried to separate legitimate late fee concerns from complaints by residents who simply did not like paying any fees.

Commissioner Hartung expressed frustration that the service was subcontracted out to another state and the company's fees did not stay in Nevada. He suggested ATB could force a paperless billing system which would clarify when bills were generated. He asked whether the SO was informed of ATB's system glitch when mailing out the late notices. Chief Deputy Pedersen said historically they were not aware of a problem until they began receiving phone calls from constituents. He expressed doubt that so many unreceived letters could all be the fault of weather or the postal service.

There was a discussion between Chair Lucey and Chief Deputy Pedersen about the details of the agreement. The contract automatically renewed every two years and the SO was receiving fees from 7,100 residents. Of these funds, ATB received roughly \$90,000 and the County received around \$120,000 annually. If there was a false alarm that required a response, the SO's portion of the fee went into the general fund with no specific purpose pursuant to a Commissioner-driven Code that could be changed at any time. Chair Lucey asked if the \$120,000 in revenue was worth pursuing given the SO's budget of \$90mm, to which Deputy Chief Pedersen replied the number of false alarms was diminishing and the money collected by the County paid for the SO's response time for false alarms.

Chair Lucey asked if the SO had the capacity to handle ATB's services in-house, noting a local person could be employed with the \$90,000 normally paid to ATB. Chief Deputy Pedersen responded that was a question for collections, but he acknowledged Douglas County paid a full-time employee to handle their County's alarms, though they were fewer in number than Washoe County's 7,100. He imagined one full-time employee could handle the task for Washoe County and guessed any savings from moving to in-house collections would be slight.

Commissioner Jung said the ordinance was implemented during the recession when people were asking for government to run more like a business. She did not support hiring someone to administer home alarms and suggested citizens should upgrade to home alarm apps that were available. She suggested Commissioner Hartung arrange a meeting with ATB since it should not be another responsibility of the SO.

Commissioner Hartung asked how many false alarms required deputies to arrive on the scene and Chief Deputy Pedersen responded only six of the 1,000 alarms to which the SO responded were victims of a crime. He indicated whether or not the Board got rid of the ordinance, the Sheriff would have to determine from a community standpoint if the SO would respond to false alarms. Commissioner Hartung asked how the SO could tell whether an alarm was false before arriving. Deputy Chief Pedersen replied sometimes either the alarm company monitoring the alarm or the homeowner cancelled the call before the SO arrived. He estimated between 300 or 400 alarms were cancelled before the SO arrived on scene. When asked whether the revenue from the service covered the cost of false alarm responses, Chief Deputy Pedersen false alarms averaged 45 minutes of response time and cost a total of around \$50,000.

Commissioner Hartung expressed the desire to meet with ATB. He suggested paying the Douglas County employee to handle Washoe County's alarm systems, thus keeping the money in the state. He asked that ATB present before the County between June 18 and June 30. Mr. Slaughter asked that a representative from the Manager's Office, a representative of the SO, and Commissioner Hartung meet with ATB and return to the Board with recommendations.

There was no public comment on this item.

On motion by Commissioner Lucey, seconded by Commissioner Jung, which motion duly carried with Commissioner Herman absent, it was ordered that a member of the SO, a member of Manager's Office, and Commissioner Hartung meet with ATB at the earliest convenience to discuss options for the false alarms ordinance.

17-0436 **AGENDA ITEM 21** For possible action and discussion to direct the County Manager to utilize two or more hours of staff time by authorizing Commissioner Vaughn Hartung to work directly with Community Services Department staff to review and propose changes to the Washoe County Code Chapter 110-Development Code. Community Services. (All Commission Districts.)

Commissioner Berkbigler supported the agenda item but recognized there were restrictions preventing Commissioners from participating in certain meetings because of potential conflicts of interest. She desired to find a way to allow Commissioner Hartung to do this without being put in a position of conflict. Chair Lucey agreed but acknowledged there were challenges with Chapter 110 of the Development Code to which Commissioner Hartung could bring his attention to detail and political wherewithal. He expressed trepidation about compromising the ability of the Board to remain unbiased if a Commissioner participated in private discussions. During Chair Lucey's tenure the Board provided direction and insight but was not truly involved in specific processes. He noted no Board members were professional developers but they had knowledge of their constituent bases and their communities. He felt a situation could be worked out where a Commissioner merely assessed ordinances and acted as a liaison to the Board, but he stressed they should not attend pre-development meetings or meetings with the potential for appeal. Additionally, a Commissioner could not be present at meetings relevant to a specific project.

Commissioner Hartung stated he had no desire to be a part of all meetings and he had only attended one pre-development meeting when invited specifically by the applicant. He emphasized the purpose of the item would be to understand all potential future projects and issues. He provided an example of the annexation of 80 acres north of Rhodes Road and felt if the Commissioners had knowledge of that they could have adjusted their direction to entice developers to stay in the County. He felt there was room within Chapter 110 to streamline the process, which could help the County become more competitive with Storey County. He indicated moving from a one-map to a two-map system was a positive streamlining move since new projects required a master plan

amendment. His plan would be to meet monthly and keep an eye on upcoming projects and potentially contentious issues. Then with a change of direction the Board could avoid having to affect the entire County for specific applicants.

Commissioner Berkbigler opined that Division Director of Planning and Development Moira Hauenstein had the job of helping applicants through the system to function in a timely manner. She felt Commissioner Hartung could better serve the Board by reviewing Chapter 110 for potential changes as the Board created the new master plan with the governing board, especially since he sat on the governing board.

When asked for an opinion by Chair Lucey, Deputy District Attorney Paul Lipparelli noted it would be a problem if a Commissioner became involved with matters the Board could hear in its quasi-judicial function, such as appeals and approvals of permits. He stated legislative matters were not subject to the same restrictions and any Commissioner could gather information from the community to make policy decisions. He said there would be no problem with a Commissioner working on Chapter 110 of the Development Code but affirmed a specific Commissioner could not be involved in meetings regarding specific requests to amend the Code.

Chair Lucey asked for Community Services Division (CSD) Director Dave Solaro's opinion on Commissioner Hartung's position. Mr. Solaro stated when they hired a business facilitator, they reached out to the development community to discuss the County's codes because it was the Board's direction to streamline the process to get development started. He felt the Code was rigid and there were reasons why policies were put in place, but there were instances where staff's options were not enough to resolve an issue. He envisioned Commissioner Hartung reviewing the Code to try to build flexibility from a policy-level standpoint. He offered the example of zeroscape and indicated that, while there were provisions about zeroscape in the Code, there could be an opportunity to enhance the Code verbiage to allow further zeroscaping. He conceded there could be ramifications from any one change to the Code but felt Commissioner Hartung's understanding of the interconnectedness of the various regional plans could help guide CSD through policy-level discussions. He indicated staff would have strict instructions as to which projects to discuss with Commissioner Hartung, and they would create a dashboard of projects being submitted so the whole Board could see what was in the pipeline. He felt the combination of the two would help the Board make decisions.

Commissioner Hartung stated having a dashboard with six months' of applications for development would prepare the Commissioners to handle those requests. He reiterated the proposal was for long-range understanding so staff knew where the Board stood on certain issues. He indicated he would seek direction from the Board about ways to streamline processes, such as an easier approval process for developers with an established history of building quality projects. Chair Lucey agreed but stressed Mr. Lipparelli's point about maintaining the separation between the Board's quasi-judicial role and its legislative role. He stated everyone was in agreement about that.

There was no public comment on this item.

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

PUBLIC HEARING

17-0437 **AGENDA ITEM 25** Public Hearing: For possible action to approve an Outdoor Festival business license application (pursuant to Washoe County Code Chapter 25 and related provisions) and associated license conditions submitted by Bryce Leon on behalf of the Reno-Tahoe Open Foundation for the Barracuda Championship 2017 golf tournament, scheduled to be held from July 31 through August 6, 2017 at the Montreux Golf and Country Club in Reno (APNs 148-010-25, 50, 55, and 56; 148-061-65; 148-100-02; 148-140-11; and, 148-222-22). Tournament parking within the Montreux Golf and Country Club is at the Montreux Golf and Country Club clubhouse, 18077 Bordeaux Drive (APN 148-010-50), and on Lausanne Drive (APNs 148-050-02; 148-082-16, 17, and 18; and, 148-092-12). Off-site public parking will be located at Galena High School, 3600 Butch Cassidy Drive (APN 144-010-01); and, at South Reno United Methodist Church, 200 DeSpain Lane (APN 049-440-18). Off-site tournament volunteer parking will be located at the UNR Redfield Campus, 18600 Wedge Parkway (APN 144-070-21). Event set-up is proposed from June 26, 2017 to July 30, 2017 from 6 am to 8 pm daily. The golf tournament will occur from July 31, 2017 to August 6, 2017 from 5 am to 9 pm daily. Event take-down and dismantle is proposed to occur from August 7, 2017 to August 18, 2017 from 6:30 am to 8 pm daily. Event organizers estimate that between 45,000 and 50,000 participants and spectators will take part in the event for the week. The approximate maximum attendance on any one day of the tournament is 10,000 people. If approved, authorize the Director of the Planning & Development Division, Community Services Department to issue the license when all pre-event conditions have been met. Community Services. (Commission District 2.)

The Chair opened the public hearing by calling on anyone wishing to speak for or against approval of Agenda Item 25. There being no response, the hearing was closed.

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

17-0438 **AGENDA ITEM 22** Discussion and direction to staff regarding legislation or legislative issues proposed by legislators, by Washoe County, 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 to be of critical significance to Washoe County and Truckee Meadows Fire Protection District. Manager. (All Commission Districts.)

Al Rogers, Office of the County Manager, stated the legislative session was almost complete and there was no movement on the four bills the County supported. He noted there was another deadline Friday May 26 before the final week of legislation. He stressed there were no bills to take a position on; rather there was simply discussion in committees about certain bills. County Clerk Nancy Parent requested a copy of the dashboard for the record.

Commissioner Jung requested the Board no longer remain neutral on Assembly Bill (AB) 379 that would allow areas to enact a special General Improvement District (GID) that dealt only with parks and recreation. She hoped the bill would facilitate the Cities of Reno and Sparks along with Washoe County approving a linear river project. She noted the GIDs would only be enacted if the majority of people voted to an additional tax. She acknowledged the option to create a GID might not be used for decades but felt it should be available; the Regional Parks and Open Space Commission endorsed the bill. Commissioner Berkbigler noted there was language the County had not been comfortable with and wanted to make sure Legislative Liaison Jamie Rodriguez and staff were comfortable with the language before endorsing the bill. Commissioner Jung recommended any issues with language should be brought to herself and the Chair of the Regional Parks and Open Space. She mentioned new voters with different expectations were coming to the County. Many employers looked for quality of life when considering areas to locate their businesses and she felt parks helped improve quality of life.

When asked by Chair Lucey, Mr. Rogers indicated the bill was enabling legislation. He reiterated Commissioner Berkbigler's concern that there were issues with the language in the bill and their position had been to remain neutral until seeing different language. Mr. Slaughter added they worked with the sponsors of the bill and from his standpoint the current iteration of the bill was one with which he was comfortable. He said it was up to the Board if they wanted to move from a neutral position to one of support.

Commissioner Berkbigler asked about a provision that would allow any entity that set up a GID that bordered another entity's land to tax the other's residents. Deputy District Attorney Paul Lipparelli responded he provided input to Ms. Rodriguez who communicated with Assemblywoman Amber Joyner to revise the language so a tax could only be imposed within the boundaries of the established District. He explained people in any part of a county could form a parks district which would operate like a mini-government and collect taxes. He said if the Board felt the policy was good, they should support the bill, but otherwise not.

Chair Lucey inquired which governing body would approve any proposed GIDs. Mr. Lipparelli said if the proposed parks district was completely within a city's boundaries, then that city's council would approve or deny it. After creation, there would be a process for a governing body to evolve within the new district. He added if the proposed district spanned city and county boundaries, a series of approvals would be necessary. He stressed the bill added language to protect against the concern that a district could form with only a few citizens pushing the idea forward. The new language stated the presentation of a petition by a group of property owners did not obligate an elected governing board to create the district. Chair Lucey reiterated the bill was simply enabling and it would still take action from a governing board to create the GID. Mr. Lipparelli affirmed Chair Lucey's statements and clarified the district would technically be a parks district, not a GID.

Chair Lucey asked about the fiscal impact on the County to provide oversight to the various parks departments. Mr. Rogers repeated Mr. Lipparelli's point that once a parks district was authorized, a governing structure would be put in place. A key component of that would be the creation of an action plan. It was not yet possible to determine the fiscal impact of that to local governments. Commissioner Jung argued it could be a bonus since the County could concentrate its efforts on its mandated services and let another body use its funds to improve parks and recreation. She provided the example of an event at Mayberry Park that had no permanent bathrooms or drinking fountains available for its guests. She stated with the financial constraints on the County, citizen activists felt they could take the burden off local government.

Chair Lucey cited a recent community survey that showed citizens' desire for an improvement to the quality of life, but expressed concern about the unrealized impacts on the County.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried with Commissioner Herman absent, it was ordered that the County's position on AB379 move from 'watch' to 'support'.

Mr. Rogers stated there would be no more updates while the legislative session was active and said any questions could be addressed to the County Manager, himself, or Ms. Rodriguez. Chair Lucey requested a final report of bills that passed and the potential impacts of those bills.

There was no public comment on this item.

17-0439 **AGENDA ITEM 28** Public Comment.

Cathy Brandhorst was called but was not present to speak.

17-0440 **AGENDA ITEM 29** Announcements/Reports.

Commissioner Jung requested a list from the property management staff of all available parcels and vacant buildings the County owned. She thought these could be considered for non-profit organizations or affordable housing developments. County Manager John Slaughter noted he would attend the 26th Annual Salute to Women of Achievement Luncheon to honor Chief Deputy District Attorney Susan Hallahan and Assistant Director of Human Resources Patricia Knight. Chair Lucey pointed out Commissioner Berkbigler was a past recipient of that award. He indicated the City of Reno had asked about parking spots in the County's parking garage off Center Street and wondered if the County had responded. Mr. Slaughter announced he would follow up with the City Manager.

* * * * * * * * * *

3:24 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:
Derek Sonderfan, Deputy County Clerk*

NEVADA SHARED RADIO SYSTEM CONTRACT

This Contract, made and entered into on _____, 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

1-1-11-11-11

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



Name and Title (Print)

Approved as to Form:



Deputy District Attorney

Nevada Power Company
Sierra Pacific Power Company

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

Director

Approved as to Legality and Form:

Deputy Attorney General

Name and Title (Print)

Approved as to Form:

General Counsel

RESOLUTION NO. ____

A RESOLUTION DIRECTING THE COUNTY TREASURER TO GIVE NOTICE OF THE SALE OF PROPERTIES SUBJECT TO THE LIEN OF A DELINQUENT ASSESSMENT; RATIFYING ALL ACTIONS PREVIOUSLY TAKEN; AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO.

WHEREAS, the Board of Commissioners (the "Board") of the County of Washoe (the "County"), State of Nevada, pursuant to different ordinances heretofore duly passed and adopted, created County improvement districts as more particularly described at Exhibit A attached hereto and incorporated herein (the "Districts"), and ordered the acquisition of improvements within said Districts, and determined to defray a portion of the entire cost and expense of such improvements by special assessments, according to benefits, against the benefited lots, tracts and parcels of land ("properties") in the respective Districts; and

WHEREAS, the Board has by their respective ordinances levied assessments against the properties; and

WHEREAS, the Board has directed and hereby reaffirm their direction to the County Treasurer to collect and enforce the assessments in the Districts in the manner provided by Nevada's Consolidated Local Improvements Law, NRS Chapter 271; and

WHEREAS, the assessment installments on certain properties in the Districts are delinquent, as identified in Exhibit A attached hereto ("delinquent properties"), and remain delinquent after delivery by certified mail, return receipt requested, of a ten day delinquency notice to each delinquent property owner; and

WHEREAS, the Board desires that the County Treasurer proceed with a notice of the sale of the delinquent properties as provided in NRS 271.545 and sell the delinquent properties pursuant to NRS 271.540 to NRS 271.630.

17-0406

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF WASHOE, STATE OF NEVADA AS FOLLOWS:

1. The Board hereby exercises its option to cause either the delinquent installment or the whole amount of the unpaid principal of the assessments on the delinquent properties to become due and payable as provided in NRS 271.410.

2. The Board hereby ratifies all action previously taken by the County Treasurer and directs the County Treasurer to give notice of the sale of the delinquent properties and to sell the delinquent properties pursuant to NRS 271.540 to NRS 271.630. **The sale shall take place at 11:00 a.m. on July 18, 2017, in the Washoe County Central Conference Room, 1001 E 9th St Building C, Reno Nevada,** which the Board hereby finds a convenient location within the County.

3. If some irregularity or circumstance arises before the sale of any delinquent property such that in the opinion of the Washoe County Treasurer the public interest would best be served by withdrawing such a delinquent property from sale, the Washoe County Treasurer is hereby expressly authorized to make such a withdrawal. The Treasurer shall report to the Board in writing concerning his decision to make such a withdrawal and shall state the reasons for the decision.

4. The County Treasurer shall give the notice as provided in NRS 271.545, by publication in the Reno Gazette Journal, a newspaper of general circulation in the County, and such notice to be published at least once a week, for three consecutive publications, by three weekly insertions, the first such publication to be at least 15 days prior to the day of sale. It shall not be necessary that the notice be published on the same day of the week, but not less than 14 days shall intervene between the first publication and the last publication. Such service by publication shall be verified by the affidavit of the publisher and filed with the County Treasurer. The County Treasurer or his designee shall also give written notice of sale by mailing a copy of such notice, by first-class mail, postage prepaid, at least 20 days prior to the day of sale, to the last known owner or owners of all properties subject to sale or other designated person at his or

her last-known address or addresses; and to any person or governmental entity that appeared in the records of the County to have a lien or other interest in the delinquent property. Proof of such mailing shall be made by the affidavit of the County Treasurer or his designee and such proof shall be filed with the County Treasurer. Proof of the publication and proof of the mailing shall be maintained in the permanent records of the office of the County Treasurer until all special assessments and special assessment bonds issued (if such special assessment bonds have been or are hereafter issued) shall have been paid in full, both principal and interest, until any period of redemption has expired or property sold for an assessment, or until any claim is barred by an appropriate statute of limitations, whichever occurs last.

5. The officers of the County are hereby authorized to take all action necessary to effectuate the provisions of this Resolution.

6. The resolution is effective on passage and approval.

ADOPTED this 23rd Day of May 2017, by the following vote:

AYES: Bob Lucey, Marsha Berkbigler, Kitty Jung, Vaughn Hartung & Jeanne Herman

NAYS: none.

ABSENT: none.

ABSTAIN: none.



ATTEST:

Nancy L. Parent
County Clerk

[Signature]
Chair
Washoe County Commission

EXHIBIT A

Delinquent Parcels – by Assessment District - as of 5/3/2017

WCAD #23 Arrowcreek Water – District 2

2 parcels

152-451-05

152-462-23

WCAD #29 Mt. Rose Sewer Phase 1 -- District 1

1 parcel

048-151-16

WCAD #32 Spanish Springs Valley Ranch Rd Imp -- District 4 and 5

10 parcels

076-372-03

076-391-23

076-680-80

076-690-93

076-870-01

076-880-03

076-880-04

076-880-08

076-890-23

076-890-32

WCAD #39 Lightning W Water System Supply Improvement—District 2

1 parcel

055-371-19

Total Parcels 14

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 \$4,000 will be granted to the Nevada Discovery Museum; and

WHEREAS, the Nevada Discovery Museum’s vision is to be the community’s center that inspires curiosity, creativity and the joy of lifelong learning; and

WHEREAS, the Nevada Discovery Museum’s mission is to be a hands-on museum dedicated to inspiring lifelong learning in science, technology, engineering, art, math, and the world around us.; now, therefore, be it

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

1. The Board hereby grants to the Nevada Discovery Museum, a grant for fiscal year 2016-2017 in the amount of \$4,000.
2. The Board finds that in making this grant a substantial benefit will be provided to the community by supporting the Nevada Discovery Museum’s vision.
3. The maximum allowable expended for this effort within Commission District Special Funding Accounts is \$4,000 and funds shall not be used to purchase of tickets to special events.

ADOPTED this 23th day of May, 2017.



ATTEST:

Nancy L. Parent

County Clerk

Bob Lucey

Bob Lucey, Chair
Washoe County Commission

17-0407

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 \$1,000 will be granted to the Spanish Springs Elementary School; and

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

WHEREAS, Spanish Springs Elementary School is a Washoe County School District School; and

WHEREAS, the Washoe County School District's mission to create an education system where all students achieve academic success, develop personal and civic responsibility, and achieve college and career-readiness for the 21st century.; 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 \$1000.
2. The Board finds that in making this grant a substantial benefit will be provided to the community by helping every child, by name and face, to graduation.
3. The maximum allowable expended for this effort within Commission District Special Funding Accounts is \$1000 and funds shall not be used to purchase of tickets to special events.

ADOPTED this 23rd 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 \$1,000 will be granted to the Miguel Sepulveda Elementary School; and

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

WHEREAS, Miguel Sepulveda Elementary School is a Washoe County School District School; and

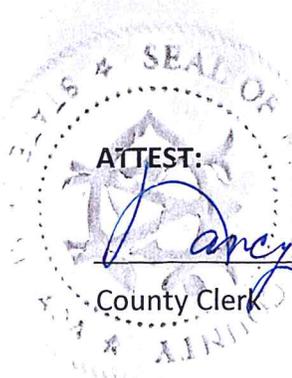
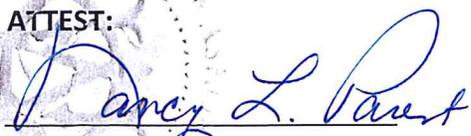
WHEREAS, the Washoe County School District’s mission to create an education system where all students achieve academic success, develop personal and civic responsibility, and achieve college and career-readiness for the 21st century.; now, therefore, be it

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

1. The Board hereby grants to Miguel Sepulveda Elementary School, a grant for fiscal year 2016-2017 in the amount of \$1000.
2. The Board finds that in making this grant a substantial benefit will be provided to the community by helping every child, by name and face, to graduation.
3. The maximum allowable expended for this effort within Commission District Special Funding Accounts is \$1000 and funds shall not be used to purchase of tickets to special events.

ADOPTED this 23rd 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 \$1,000 will be granted to the Jesse Hall Elementary School; and

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

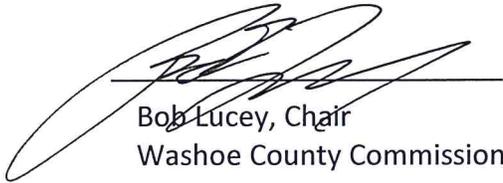
WHEREAS, Jesse Hall Elementary School is a Washoe County School District School; and

WHEREAS, the Washoe County School District's mission to create an education system where all students achieve academic success, develop personal and civic responsibility, and achieve college and career-readiness for the 21st century.; now, therefore, be it

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

1. The Board hereby grants to Jesse Hall Elementary School, a grant for fiscal year 2016-2017 in the amount of \$1000.
2. The Board finds that in making this grant a substantial benefit will be provided to the community by helping every child, by name and face, to graduation.
3. The maximum allowable expended for this effort within Commission District Special Funding Accounts is \$1000 and funds shall not be used to purchase of tickets to special events.

ADOPTED this 23rd day of May, 2017.


Bob Lucey, Chair
Washoe County Commission

ATTEST:


Nancy L. Parent
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 \$1,000 will be granted to the Ed Van Gorder Elementary School; and

WHEREAS, Ed Van Gorder Elementary School supports our community by helping every child, by name and face, to graduation; and

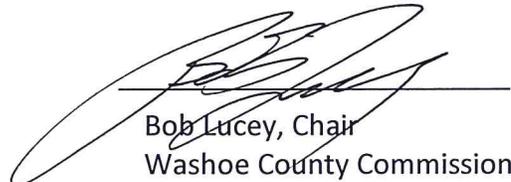
WHEREAS, Ed Van Gorder Elementary School is a Washoe County School District School; and

WHEREAS, the Washoe County School District’s mission to create an education system where all students achieve academic success, develop personal and civic responsibility, and achieve college and career-readiness for the 21st century.; now, therefore, be it

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

1. The Board hereby grants to Ed Van Gorder Elementary School, a grant for fiscal year 2016-2017 in the amount of \$1000.
2. The Board finds that in making this grant a substantial benefit will be provided to the community by helping every child, by name and face, to graduation.
3. The maximum allowable expended for this effort within Commission District Special Funding Accounts is \$1000 and funds shall not be used to purchase of tickets to special events.

ADOPTED this 23rd 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 \$1,000 will be granted to the Bud Beasley Elementary School; and

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

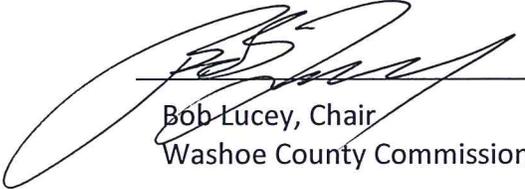
WHEREAS, Bud Beasley Elementary School is a Washoe County School District School; and

WHEREAS, the Washoe County School District’s mission to create an education system where all students achieve academic success, develop personal and civic responsibility, and achieve college and career-readiness for the 21st century.; now, therefore, be it

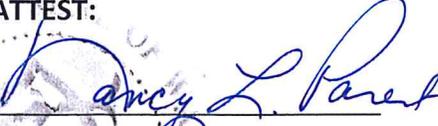
RESOLVED, By the Board of Commissioners of Washoe County that:

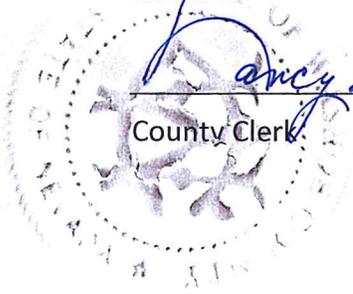
1. The Board hereby grants to Bud Beasley Elementary School, a grant for fiscal year 2016-2017 in the amount of \$1000.
2. The Board finds that in making this grant a substantial benefit will be provided to the community by helping every child, by name and face, to graduation.
3. The maximum allowable expended for this effort within Commission District Special Funding Accounts is \$1000 and funds shall not be used to purchase of tickets to special events.

ADOPTED this 23rd 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 \$1,000 will be granted to the Alyce Taylor Elementary School; and

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

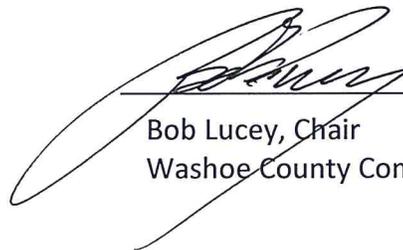
WHEREAS, Alyce Taylor Elementary School is a Washoe County School District School; and

WHEREAS, the Washoe County School District's mission to create an education system where all students achieve academic success, develop personal and civic responsibility, and achieve college and career-readiness for the 21st century.; now, therefore, be it

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

1. The Board hereby grants to Alyce Taylor Elementary School, a grant for fiscal year 2016-2017 in the amount of \$1000.
2. The Board finds that in making this grant a substantial benefit will be provided to the community by helping every child, by name and face, to graduation.
3. The maximum allowable expended for this effort within Commission District Special Funding Accounts is \$1000 and funds shall not be used to purchase of tickets to special events.

ADOPTED this 23rd 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 \$1,500 will be granted to the Reed High School; and

WHEREAS, Reed High School supports our community by helping every child, by name and face, to graduation; and

WHEREAS, Reed High School is a Washoe County School District School; and

WHEREAS, the Washoe County School District’s mission to create an education system where all students achieve academic success, develop personal and civic responsibility, and achieve college and career-readiness for the 21st century.; now, therefore, be it

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

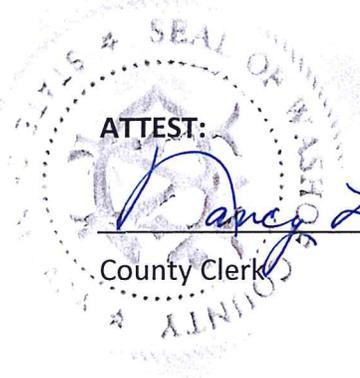
1. The Board hereby grants to Reed High School, a grant for fiscal year 2016-2017 in the amount of \$1,500.
2. The Board finds that in making this grant a substantial benefit will be provided to the community by helping every child, by name and face, to graduation.
3. The maximum allowable expended for this effort within Commission District Special Funding Accounts is \$1,500 and funds shall not be used to purchase of tickets to special events.

ADOPTED this 23rd 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 Marsha Berkbigler for District 1, has determined that \$2,000 will be granted to the Lake Tahoe Bicycle Coalition to provide support for the Tahoe Bike Coalition Paper Maps; and

WHEREAS, the Lake Tahoe Bicycle Coalition is an all volunteer organization dedicated to promoting bicycling, bike events, and new bicycle infrastructure such as bike paths and bike lanes throughout the Tahoe region; and

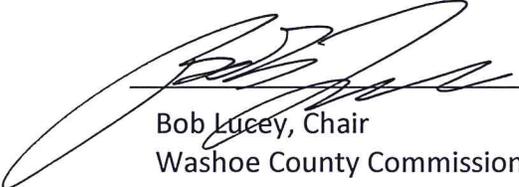
WHEREAS, the mission of the Lake Tahoe Bicycle Coalition helping Tahoe to become more bicycle friendly; and

WHEREAS, the vision of the Lake Tahoe Bicycle Coalition is Tahoe being an attractive, safe, and widely known community for bicycling; now, therefore, be it

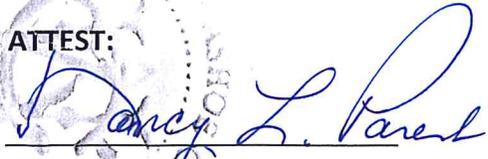
RESOLVED, By the Board of Commissioners of Washoe County that:

1. The Board hereby grants to the Lake Tahoe Bicycle Coalition, a grant for fiscal year 2016-2017 in the amount of \$2,000.
2. The Board finds that in making this grant a substantial benefit will be provided to the community by supporting the Lake Tahoe Bike Coalition.
3. The maximum allowable expended for this effort within Commission District Special Funding Accounts is \$2,000 and funds shall not be used to purchase of tickets to special events.

ADOPTED this 23rd day of May, 2017.


Bob Lucey, Chair
Washoe County Commission

ATTEST:


Nancy L. Parent
County Clerk

17-0408

INTERLOCAL AGREEMENT
Extraditions

This agreement ("Agreement") is made and entered into on the last date of governmental approval reflected herein, by and between the County of Washoe ("County"), a political subdivision of the State of Nevada, on behalf of the Washoe County Sheriff's Office ("WCSO"), and the City of Sparks, a municipal corporation ("Sparks"), on behalf of the Sparks Police Department, ("SPD").

WHEREAS, WCSO performs extraditions of prisoners on a regular basis; and

WHEREAS, WCSO processes the extradition of approximately 65 prisoners and their related files for SPD each year on a regular basis; and

WHEREAS, extraditions instituted by SPD can be done more cost-effectively using the resources and contacts of WCSO; and

WHEREAS, the parties desire that WCSO arrange extraditions for SPD and transport prisoners within Nevada and from states outside Nevada; and

WHEREAS, SPD agrees to compensate WCSO for the arrangement of extradition and transporting such prisoners,

NOW, THEREFORE, the parties agree as follows:

Statutory Authority. Nevada Revised Statutes 277.080 through 277.180 authorize 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 authorizes the sharing of resources between public agencies.

1. General Agreement. To the extent funds are available from the SPD and at the request of SPD, WCSO shall arrange for extradition and shall transport of prisoners as provided herein. The WCSO shall use reasonable efforts to arrange the most cost-effective transportation available.

2. Administration Fee. Extradition requested by SPD will be charged a \$108.00 flat administration fee per file, regardless of whether transportation occurs.

3. Prisoners within Nevada. Extradition of prisoners within Nevada is subject to the following provisions:

(a) WCSO shall transport such prisoners using its personnel or provide other personnel for such transport at its own expense, except that the SPD may provide personnel for such purposes upon request by either agency.

17-6412

(b) SPD shall pay WCSO a \$108.00 flat Administration Fee as described in Paragraph 2.

(c) SPD shall pay the "Actual Costs" of transportation relating to the extraditions. Actual costs may include, but are not limited to: Commercial airfare, private transportation, mileage, per diem, aircraft rental, vehicle rental and "Hourly Wage" associated with WCSO personnel.

(1) Hourly wage will be \$70 per hour, per deputy/officer. These wages shall be waived if SPD provides all the personnel to conduct an extradition.

(2) "Hourly Wage" shall be shared pro rata between WCSO and SPD, if WCSO prisoners are extradited concurrently with SPD prisoners.

(d) "Actual Costs" shall be shared pro rata between WCSO and SPD, if WCSO prisoners are extradited concurrently with SPD prisoners.

4. Prisoners outside the State of Nevada. Extradition of prisoners in states other than Nevada is subject to the following provisions:

(a) WCSO shall transport such prisoners using its personnel or provide other personnel for such transport at its own expense, except that the SPD may provide personnel for such purposes upon request by either agency.

(b) SPD shall pay WCSO a \$108.00 flat Administration Fee as described in Paragraph 2.

(c) WCSO shall pay the cost of transportation and shall bill the State of Nevada ("State") for reimbursement of those costs. WCSO is entitled to retain all reimbursement funds it obtains from the State.

(d) SPD shall pay the "Hourly Wage" as set forth in paragraph 3(c)(1) and (2) for WCSO personnel conducting extraditions on behalf of SPD.

(e) SPD shall reimburse the WCSO for actual costs not reimbursed by the State of Nevada for extradition of out of state transportation of prisoners.

5. Basic Allocation; Quarterly Payments; Maximum Amount Payable; Exceptions.

(a) The amount which SPD may pay annually to the WCSO pursuant to this Agreement shall not exceed THIRTY THOUSAND DOLLARS (\$30,000.00) per fiscal year (July 1 — June 30), except that the Chief of Police of Sparks may authorize additional payments to WCSO pursuant to this Agreement.

(b) Quarterly Payments. SPD shall continuously monitor the sums due and payable to WCSO under this Agreement. SPD shall calculate the amount owed to the WCSO for each quarter and submit payment to WCSO within 60 days after the end of the quarter. When making a quarterly payment, SPD shall inform WCSO of the balance remaining for the fiscal year. Quarterly payments are due based upon the County's fiscal year which is July 1 through June 30.

6. WCSO has no duties if SPD expends all sums available for the payment to WCSO.

(a) SPD shall immediately notify the WCSO in the event it has expended \$30,000.00 in a fiscal year pursuant to the terms of this Agreement, and (b) whether the Chief of SPD has authorized the appropriation of additional money for the fiscal year. SPD shall provide written notice thereof to the Washoe County Sheriff, 911 Parr Blvd., Reno, NV 89512 and in accordance with Paragraph 13 of this Agreement.

(b) In the event that \$30,000.00 is expended in a fiscal year under the terms of this Agreement and no additional money is appropriated, WCSO shall be under no obligation to assume any duties to arrange extraditions, transport prisoners, pay travel costs or perform any other acts pursuant to this Agreement. WCSO shall finish all SPD extraditions in progress when it receives notice pursuant to sub-paragraph (a) immediately above. The SPD shall pay the WCSO for such service from any fund allowed by law.

(c) Upon notice under Paragraph 6(a), WCSO may terminate this Agreement for the remainder of that fiscal year by sending a notice of termination to the Sparks Police Chief.

(d) If additional money for payment of the duties under this Agreement is provided, the parties shall continue performance under this Agreement until such additional funding is exhausted.

7. Retroactive Payments Permitted. At the sole discretion of SPD, this Agreement may be applied retroactively to extraditions performed by WCSO within the six months prior to its effective date. Nothing in this Agreement or this paragraph requires SPD to pay WCSO for any extraditions prior to such effective date, and the decision to make such voluntary payments rests entirely with SPD.

8. Agreement Does Not Limit Authority of SPD. Nothing in this Agreement negates or limits the authority of SPD to arrange and/or perform any extraditions using its own personnel or persons from any law enforcement agency other than the WCSO.

9. Termination. This terms of this Agreement is from its effective date up to and including June 30, 2019, unless terminated at an earlier date by one or both parties. This Agreement may be terminated by written agreement of termination executed by both parties, and it may also be terminated by one party serving the other party with written

notice of termination in a manner described in paragraph 13 thirty (30) days prior to effective date of termination.

10. Partial Invalidity. If any non-material term or provision of this Agreement shall be deemed to be invalid or unenforceable to any extent, the remainder of this Agreement will not be affected, and each remaining term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.

11. Entire Agreement. This Agreement constitutes the entire contract between the parties hereto and may not be modified except by an instrument in writing signed by the party to be charged.

12. Construction. The Parties and their professional advisers have prepared this Agreement jointly. The Parties and their respective advisors believe that this Agreement is the product of all of their efforts, that it expresses their agreement and that it should not be interpreted in favor of or against any Party.

13. Notices. Any notice or other communication required or permitted to be given under this agreement shall be in writing and shall be (i) personally delivered, or (ii) delivered by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. All notices shall be deemed received upon actual receipt. Notices shall be directed to the Sheriff of Washoe County and/or the Sparks Police Chief at their respective business addresses.

14. Individual Liability of Participating Agencies.

A. Each participating agency agrees that it will be responsible to the extent required by law for any liability or loss that may be incurred as a result of any claim, demand, cost or judgment made against that agency arising from any negligent act or failure to act by that agency's employees, agents or servants in connection with work or responsibilities performed pursuant to this Agreement. Each agency will assert the defense of sovereign immunity as appropriate in all cases. Each agency's obligation for actions sounding in tort is limited in accordance with the provisions of NRS Chapter 41.

B. Each participating agency shall be solely responsible for the following costs, expenses and liabilities related to its employees, agents or servants:

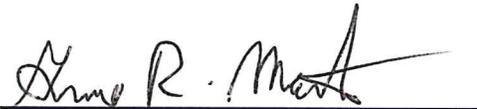
1. Withholding income taxes, FICA or any other taxes or fees
2. Industrial insurance (Worker's Compensation coverage)
3. Participation in any group insurance plans available to employees
4. Contribution to the Public Employees Retirement System
5. Accumulation of vacation leave or sick leave
6. Unemployment compensation coverage provided by the participating agencies.
7. Any other cost, expense or liability related to its employees, agents or servants.

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

IN WITNESS WHEREOF, the Parties hereto have approved this Agreement and have caused this Agreement to be executed by their respective officers on this 24th day of April, 2017.

CITY OF SPARKS

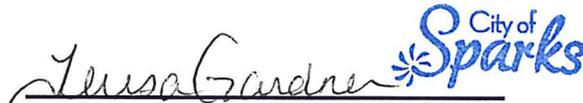
COUNTY OF WASHOE

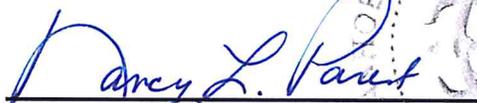

Geno Martini, Mayor, City of Sparks


Chair, Board of County Commissioners

ATTEST:

ATTEST:


Teusa Gardner
Sparks City Clerk


Nancy L. Paul
Washoe County Clerk



Approved as to form:

Approved as to form:


Sparks City Attorney


Washoe County District Attorney

INTERLOCAL AGREEMENT
WASHOE COUNTY SHERIFF RAVEN HELICOPTER PROGRAM
AND THE
TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

THIS INTERLOCAL AGREEMENT, hereinafter referred to as "Agreement", is made and entered by and between the County of Washoe, a political subdivision of the State of Nevada, on behalf of the Washoe County Sheriff's Office, 911 Parr Boulevard, Reno, NV 89512, hereinafter the "WCSO", the Truckee Meadows Fire Protection District, 1001 E. 9th St., Reno, NV 89520, hereinafter "TMFPD",

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

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

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

WHEREAS, the Fire District is responsible for wildland fire monitoring and suppression within their areas of unincorporated Washoe County; and

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

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

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

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

1. **TERM:** This Agreement shall commence upon acceptance by all parties and shall terminate on June 30, 2018.
2. **TERMINATION:** Any party may terminate this Agreement without cause, solely as to its duty and obligation hereunder, upon 90 days written notice to all other parties. Any party may terminate this Agreement for cause, solely as to its duty and obligation hereunder, after 30 days written notice to the defaulting party (ies) only if the defaulting party (ies) fails to cure the default

17-0413

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

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

A. Aircraft and Equipment:

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

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

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

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

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

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

B. Operations

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

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

3. TMFPD may have interagency and cooperative-agreements with other local, state and federal agencies and may dispatch the helicopter to supply automatic and mutual aid pursuant to contracts with those agencies. The WCSO consents to the use by TMFPD of the WCSO personnel and equipment designated in this Agreement pursuant to those

agreements for wildland fire monitoring and suppression activities within the County of Washoe. Operations for such purposes outside of Washoe County may not be undertaken without the prior approval by the WCSO Chief Deputy of Operations - or a higher member of the WCSO Command Staff – which approval or denial shall be at the sole discretion of the WCSO. In any event such operations shall not exceed twenty (20) nautical miles beyond the Washoe County boundary lines.

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

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

C. Availability As follows:

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

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

shall mean the pilot is being recalled from an off-duty status and will respond to the hanger. The helicopter will be staffed and in flight within one (1) hour of notification of the designated recall pilot.

- d. Time Schedules: TMFPD and the WCSO, in cooperation with the other involved fire departments and districts will meet and mutually agree on duty hours prior to the start of the fire season.

2. The WCSO shall provide immediate notification to TMFPD Chief of Operations of any inability of the WCSO to provide the designated personnel and equipment pursuant to the terms and conditions of this Agreement.

3. The WCSO shall provide all necessary support for continuous, uninterrupted operation of the helicopter whenever required pursuant to the terms of this Agreement. This support shall include, but not be limited to, a staffed fuel truck and other services as required.

4. The WCSO may, at its sole discretion, when so requested by TMFPD, make an additional helicopter (OH-58) available to TMFPD for aerial observation. Such additional aircraft is subject to the immediate direction of the WCSO. TMFPD may, at their discretion, request such additional aircraft on a call-when-needed basis when TMFPD' incident commanders request additional firefighting resources. TMFPD shall reimburse the WCSO for such call-when-needed aircraft in accordance with the terms of this Agreement. A qualified helicopter manager will be assigned to call-when-needed aircraft when available, but shall not delay a response.

5. When TMFPD request's the availability of an observation helicopter and it is made available by the WCSO, TMFPD acknowledges that such OH-58 helicopters operated by the WCSO are not and will not be "carded" by the USFS or the BLM and therefore its costs do not qualify for reimbursement by FEMA.

6. Except as provided in Section 3 of this Agreement, in the event that other agencies request the use of the WCSO'S aircraft, the use of those aircraft shall be governed by the terms of use established by the WCSO with those agencies.

D. Training

1. All pilots assigned to aircraft under this Agreement shall be trained in the policies, frequency plans and special safety issues of TMFPD and Federal firefighting aviation assets. This knowledge may, in the alternative, be gained by attending NDF/USFS/BLM Aviation safety meetings, pre-season inter-agency operations meetings and other such opportunities. TMFPD shall make such opportunities available to the WCSO's pilots at no charge, cost or fees for such attendance and participation.

2. WCSO shall train the helicopter manager in the duties and responsibilities of the crew chief at no additional charge, cost or fee for such training other than assessment of

the charges and fees designated for use of the WCSO personnel and equipment for such training and operational usage by TMFPD of such personnel and equipment.

3. The WCSO'S Aviation Unit manager or his designee and all pilots (based upon availability) assigned to aircraft under this Agreement shall attend a TMFPD approved pre-season workshop.
4. The WCSO shall make its helicopters reasonably available, at the agreed hourly flight rate, for firefighting coordination training of flying crews and helicopter managers.

E. Communications:

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

F. Funding and Reimbursement:

1. As and for advance funding for the availability during a fire season of designated WCSO equipment and personnel at times constituting the WCSO's designated work week and hours, TMFPD will provide advance funding to the WCSO as follows:
 - a. The TMFPD shall provide to the WCSO \$65,000 within 30 days of acceptance by all parties to this Agreement.

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

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

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

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

- a. A request to be available for immediate response shall generate a surcharge of \$100 per hour (\$152 per hour on a holiday) to be paid to the WCSO by TMFPD. TMFPD shall pay \$100 per hour of this surcharge. The remaining quarter shall be paid by the Washoe County Fire Suppression Budget. Holidays will be defined in accordance with the Washoe County Deputies Association contract with the County.
- b. When WCSO personnel operate aircraft at the request of TMFPD, TMFPD is solely responsible for the surcharge of \$100 per hour (\$152 per hour on a holiday). Holidays will be defined in accordance with the Washoe County Deputies Association contract with the County.
- c. When TMFPD request the WCSO to guarantee availability of a pilot at times outside of the WCSO's designated work week hours (i.e., "standby" with a pager), TMFPD shall pay to the WCSO a surcharge of \$9.25 per hour per person (\$14.00 on a holiday). This surcharge is mandated in accordance with Washoe County Deputies Association contract with the WCSO, specifically ¼ hour pay per hour of "stand-by time." TMFPD must notify the WCSO Aviation Unit manager 8 hours prior to the desired recall period to determine pilot availability and provide proper prior notice and crew rest to the designated pilot. TMFPD shall pay¾ of this surcharge. The remaining quarter is to be paid by the Washoe County Fire Suppression Budget. When said pilot is then requested for immediate availability, or requested to operate

aircraft, then this standby status is terminated along with this surcharge and the surcharge rate in paragraph 3.F.3.b immediately above applies.

- d. TMFPD may request a pilot to respond outside of the WCSO's designated work week hours but without designating a pilot for standby; however the WCSO will not guarantee a response in such event.
- e. If a fuel truck is requested by TMFPD to respond to a fire, the requesting TMFPD is solely responsible for and shall pay \$37 per hour (\$55 per hour on a holiday) for the driver. TMFPD shall pay – in addition - \$1.00 per mile from the Reno-Stead Airport to and from any staging area. For any training activities provided to TMFPD in which the fuel truck is requested, the rates in this paragraph apply. These rates include fuel.
- f. If TMFPD is unable to provide a helicopter manager and WCSO provides one, TMFPD shall pay \$37 per hour (\$55 on a holiday) for the helicopter manager.
- g. The WCSO Aviation Unit Manager or his designee shall prepare, during each month during the term of this Agreement when a reimbursement is due, a month-end invoice detailing services rendered and the associated costs in accordance with this Agreement. A copy of any backup documentation will be provided to TMFPD when requested of the WCSO Finance Liaison Officer.
- h. TMFPD shall remit to the WCSO full payment within 30 days of receipt of the invoice, which payment shall be by a check made out to the Washoe County Sheriff's Office, RAVEN program.

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

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

6. **ENTIRE AGREEMENT & SEVERABILITY:** This Agreement contains all of the commitments and agreements of the parties. Oral and written commitments not contained herein shall be of no force or effect to alter any term of this Agreement. If any provision of this Agreement 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 Agreement 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 Agreement.

7. **NOTICE.** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.

8. **INSPECTION & AUDIT.**

A. Books and Records.

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

B. Inspection & Audit.

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

C. Period of Retention.

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

9. **LIABILITY OF PARTICIPATING AGENCIES**

A. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, each Party agrees to indemnify, hold harmless and defend the other Party, its officers, employees and

agents from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful act or omissions of the Party, its officers, employees and agents arising out of the performance of this Agreement. Each Party may assert all available defenses, including but not limited to the defense of sovereign immunity as appropriate in all cases. Each party's obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035.

B. Each participating Party shall be responsible for, and the other Party shall have no obligations with respect to the following:

1. Withholding income taxes, FICA or any other taxes or fees
2. Industrial insurance
3. Participation in any group insurance plans available to employees
4. Participation or contribution by either the employing agency or the participating agencies to the Public Employees Retirement System
5. Accumulation of vacation leave or sick leave
6. Unemployment compensation coverage provided by the participating agencies

C. INDEMNIFICATION. Pursuant to Nevada Revised Statutes, Chapter 41, and without waiving any provisions thereof, the Parties hereto agree to hold harmless, indemnify and defend each other from and against any and all losses, liabilities or expenses of any nature resulting from any claim for injury to the person or property of another as a result of any negligent, reckless or intentional act on the part of their respective employees, agents or servants. Neither Party waives any right or defense to indemnification that may exist in law or equity. The employing agency's employees, agents, or representatives shall not be considered employees, agents or representatives of other participating agencies. Each will assert the defense of sovereign immunity as appropriate in all cases. Each Party's obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035.

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

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

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

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

13. **FUNDING-OUT CLAUSE:** TMFPD reasonably believes that funds can be obtained sufficiently to make all payments during the term of this Agreement. If TMFPD does not allocate funds to continue the function performed by the WCSO under this Agreement, this Agreement shall be terminated when appropriated funds expire, without penalty, charge or sanction to TMFPD.

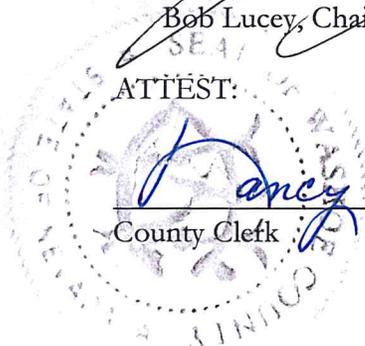
IN WITNESS THEREOF, the parties hereto have approved this Agreement and have caused this Agreement to be executed by their respective officers on the date next to the signatures.

WASHOE COUNTY
BOARD OF COUNTY COMMISSIONERS

By:  _____
Bob Lucey, Chair

Date: 5/23/17

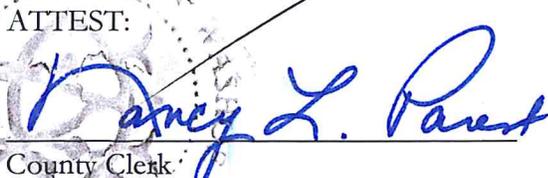
ATTEST:
 _____
County Clerk



TRUCKEE MEADOWS FIRE PROTECTION DISTRICT
BOARD OF FIRE COMMISSIONERS

By:  _____
Bob Lucey, Chair

Date: 5/16/17

ATTEST:
 _____
County Clerk

