

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

TUESDAY

10:00 A.M.

SEPTEMBER 26, 2017

PRESENT:

**Marsha Berkgigler, Vice Chair**  
**Kitty Jung, Commissioner**  
**Vaughn Hartung, Commissioner**

**Nancy Parent, County Clerk**  
**John Slaughter, County Manager**  
**Paul Lipparelli, Deputy District Attorney**

ABSENT:

**Bob Lucey, Chair**  
**Jeanne Herman, Commissioner**

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

**17-0771      AGENDA ITEM 3 Public Comment.**

Ms. Darlene Hesse spoke in support of Wildcreek Golf Course, saying it would be a great loss to tear down a \$30 million course with only three years remaining before the effluent water was paid for. She asked whether there was a budget for building schools and stated there was not a need for outrageously expensive schools. She remarked the loss of the golf course would be a loss for golfers and animals.

Ms. Tracy Hall gave examples of Lemmon Valley residents who were still experiencing housing issues. She noted she was still in temporary housing and had to board her horse at a cost of \$225 a month; she said her horse needed to live with her at her home. She stated Division Director of Engineering Dwayne Smith was supposed to contact the owners of flooded homes in Lemmon Valley but she had not heard from him. She mentioned she wanted to leave Nevada and Washoe County. She asked the Board to come up with a plan to provide relief.

Ms. Tammy Holt-Still provided a handout which was distributed to the Board and placed on file with the Clerk. She announced the State of Nevada approved the refurbishing of a well and praised the County for providing dirt to residents around Idaho Street to protect their properties from water. She compared the Black Rock Desert to Swan Lake and claimed the Lemmon Valley playa was not dry because water was being pumped into area aquifers and because of development in water retention areas. She

requested the County maintain the culverts in the area and cautioned the Hesco barriers on Lemmon Drive could be damaged by fast drivers.

Mr. Sam Dehne spoke about Burning Man, the International Guard, Colin Kaepernick, *The Reno Gazette Journal*, and a school bond tax.

Mr. Ryan Gerchman asked the Board when discussing restructuring the Citizen Advisory Boards (CABs) to consider that each area had individual needs and concerns. He asked the Board to keep the integrity of the CABs in place.

Mr. Cliff Low reminded the Board he had asked what could be done to reduce the number of wildfires. He asked what percentage of those fires was determined to be caused by human action and what the cost was to taxpayers. He stated investigating the causes of fires would help improve public safety and reduce the cost to the public. He requested the Board direct the Manager to explore what could be done to reduce the number of fires impacting the area.

**17-0772      AGENDA ITEM 4 Announcements/Reports.**

County Manager John Slaughter announced they would remove and postpone Agenda Item 5G3 until the October 10, 2017 meeting.

Commissioner Hartung stated he attended the Palmer Engineering Building renovation. He praised the University of Nevada Reno's (UNR) engineering program and the seismic lab.

Commissioner Jung noted she and Commissioner Hartung would be attending the Nevada Association of Counties' meeting in Winnemucca and she hoped to return with best practices for emergency management and wildland fires.

**CONSENT AGENDA ITEMS – 5A THROUGH 5G5.**

**17-0773      5A Approve an Agreement in Support of Pro-Bono and Low-Cost Legal Services for Elderly between Washoe County and Washoe Legal Services in the approximate annual amount not to exceed [\$65,000] funded by applicable court filing fees, retroactive July 1, 2017 to June 30, 2018, with the provision for up to one (1) - one (1) year extension at Washoe County's option in support of pro-bono and low-cost consumer related legal services for the elderly, and approve necessary resolution for same. Human Services Agency. (All Commission Districts.)**

**17-0774      5B Approve the renewal of the Veterinary Clinical Affiliation Agreement between Truckee Meadows Community College and the County of Washoe on behalf of Regional Animal Services for the placement of veterinary technician students at the Regional Animal Services veterinary facility. Animal Services. (All Commission Districts.)**

- 17-0775**      **5C1** Approve an Intrastate Interlocal Contract Between Public Agencies between Washoe County and Business Enterprises of Nevada of the Rehabilitation Division of Nevada's Department of Employment, Training and Rehabilitation, for the continued operation of vending machine and concession services within County facilities as required by NRS 426.640, from October 1, 2017 through September 30, 2020. Community Services. (All Commission Districts.)
- 17-0776**      **5C2** Approve a request to initiate proceedings to amend the Washoe County Code (Chapter 80 - Public Works; County Property) pursuant to a request by Commissioner Lucey; and direct the County Clerk to submit the request to the District Attorney for preparation of a proposed ordinance, pursuant to Washoe County Code Section 2.030 and 2.040. Community Services. (All Commission Districts.)
- 17-0777**      **5C3** Approve a sole source purchase (Turf Star, Inc.), of a Toro GM5900 Groundsmaster Mower [\$91,128.35]; and, if approved, authorize the transfer of \$91,128.35 from Public Works Function 050 to Culture and Recreation Function 080 and direct the Comptroller's Office to make the appropriate budget adjustments; and further, authorize annual aggregate spending to Turf Star, Inc. to exceed \$100,000 for medium equipment fleet maintenance through June 30, 2019. Community Services. (Commission District 3.)
- 17-0778**      **5D1** Approve to accept a Victim of Crime Act (VOCA) grant to the District Attorney's Office in the amount of \$50,000 (\$12,500 required match), from the State Division of Child and Family Services (DCFS) to provide counseling services at the Washoe County Child Advocacy Center and supplies related to the program; retroactive from July 1, 2017 through June 30, 2018. Direct the Comptroller to make the necessary budget amendments. District Attorney. (All Commission Districts.)
- 17-0779**      **5D2** Approve to accept a Violence Against Women Act (VAWA) grant to the District Attorney's Office in the amount of \$35,000 (\$11,666.67 required match), from the State Division of Child and Family Services (DCFS) to provide counseling services at the Washoe County Child Advocacy Center and supplies related to the program; retroactive from July 1, 2017 through June 30, 2018. Direct the Comptroller to make the necessary budget amendments. District Attorney. (All Commission Districts.)
- 17-0780**      **5E1** Approve staff recommendation the Washoe County Board of County Commissioners nominate Jason Geddes to the Board of Directors of the Nevada Clean Energy as the Washoe County nominee to submit to

the Governor to fill a term of 3 years from the appointment. Manager. (All Commission Districts.)

- 17-0781**      **5E2** Acknowledge Receipt of the Washoe County Human Services Agency Senior Services Contracts Audit Report from the Internal Audit Division. Manager. (All Commission Districts.)
- 17-0782**      **5E3** Acknowledge Receipt of the Three-Year Schedule of audits for Internal Audit Division. Manager. (All Commissioner Districts.)
- 17-0783**      **5E4** Acknowledge Receipt of Annual Report from the Internal Audit Division for FY 2016-17. Manager. (All Commissioner Districts.)
- 17-0784**      **5E5** Approve an Our Town grant award from the National Endowment for the Arts, in the amount of \$75,000 (\$81,071 cash match), for the Washoe ArTrail project retroactive from August 1, 2017 - July 31, 2019; and direct the Comptroller's Office to make the necessary budget amendments. Manager. (All Commission Districts.)
- 17-0785**      **5E6** Approve to accept a 2018 Nevada State Emergency Response Commission (SERC), Operations, Planning, Training and Equipment (OPTE) grant for [\$29,000.00, no County match required] including funds to be used for food purchases and non-employee travel. Grant Term is retroactive to July 1, 2017 through June 30, 2018. If approved, authorize Chairperson to execute grant documents and authorize the County Manager or his designee, to sign Sub-Grant Agreement between Washoe County and the Regional Emergency Medical Services Authority (REMSA) in the amount of \$9,200.00; and direct the Comptroller's Office to make the appropriate budget amendments. Manager. (All Commission Districts.)
- 17-0786**      **5F1** Approve agreement between Washoe County and Renown Regional Medical Center for performing autopsies in the Washoe County Regional Medical Examiner's Office with estimated revenue of [\$7,000] for a period of one year retroactively effective January 27, 2017. Regional Medical Examiner. (All Commission Districts.)
- 17-0787**      **5F2** Acknowledge publication of notice of intent to augment budgets and approve resolution to augment the General Fund in the amount of [\$71,550] to appropriate revenue generated by the Regional Medical Examiner's Office from previously unbudgeted sources; and approve agreement between Washoe County and Nevada Donor Network for use of the Washoe County Regional Medical Examiner's Office facility for postmortem tissue donation for a period of up to three years, with revenues totaling [\$314,949], effective September 26, 2017; and authorize the Human Resources Department to create a full time Medicolegal Death

Investigator/Technologist position pending approval of the Job Evaluation Committee; and direct the Comptroller's Office to make the appropriate budget amendments (zero net impact to General Fund). Regional Medical Examiner. (All Commission Districts.)

- 17-0788**      **5F3** 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, 2017 through August 31, 2018, 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. Regional Medical Examiner. (All Commission Districts.)
- 17-0789**      **5G1** Authorize the grant application for the 2017 Justice Assistance Grant (JAG) Program Award (CFDA #16.739), Office of Justice Programs, Bureau of Justice Assistance through the Reno Police Department. With this funding, WCSO's anticipated award will be [\$52,468.00, no County match required] for purchase of Law Enforcement equipment, Law Enforcement related training and travel, and overtime; and approve the Interlocal Agreement between the City of Reno, on behalf of the Reno Police Department, Washoe County, on behalf of the Washoe County Sheriff's Office and City of Sparks, on behalf of the Sparks Police Department for the Management and Disposition of 2017 Justice Assistance Grant (JAG) Program. Sheriff. (All Commission Districts.)
- 17-0790**      **5G2** Approve the direct grant award from the State of Nevada, Office of Criminal Justice Assistance FFY 2017/2018 Justice Assistance Grant (JAG), Project No. 17-JAG-234 for [\$11,700, no County match required] to purchase a Narcotics Screening Instrument to be used in the Forensic Science Division for the grant period of 10/1/17 through 9/30/18 and if approved, direct Comptroller's Office to make necessary budget amendments. Sheriff. (All Commission Districts)
- 17-0791**      **5G4** Approve recommendation that the Board of County Commissioners designate two pre-determined parking stalls at the Washoe County Sheriff's Office for purposes of establishing an E-Commerce zone. Sheriff. (All Commission Districts.)
- 17-0792**      **5G5** Approve the Joining Forces 2018 grant [\$80,500.00, No cash match required; 25% in-kind match required] from the Nevada Office of Traffic Safety (OTS) to cover overtime costs related to conducting Traffic Enforcement Checkpoints and events and for limited travel expenses, for the grant term of 10/1/17 through 9/30/18 and if approved, direct

Comptroller's Office to make the necessary budget amendments. Sheriff.  
(All Commission Districts.)

On the call for public comment, Mr. Sam Dehne spoke about the consent agenda and Open Meeting Law.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried with Chair Lucey and Commissioner Herman absent, it was ordered that Consent Agenda Items 5A through 5G5 be approved with the exception of Item 5G3. Any and all Resolutions or Interlocal Agreements pertinent to Consent Agenda Items 5A through 5G5 are attached hereto and made a part of the minutes thereof.

Deputy District Attorney Paul Lipparelli stated because there were only three Commissioners present it would take a unanimous vote to pass any item.

**BLOCK VOTE – 10 THROUGH 13.**

**17-0793** **AGENDA ITEM 10** Recommendation to approve the CY 2018 Health Benefits Program for employees, retirees, and their dependents at an approximate annual cost of \$53.5 million, and authorize the Director of Human Resources/Labor Relations to execute all insurance contracts and service agreements pertinent to the Health Benefits Program. Human Resources. (All Commission Districts.)

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried with Chair Lucey and Commissioner Herman absent, it was ordered that Agenda Item 10 be approved and authorized.

**17-0794** **AGENDA ITEM 11** Recommendation to approve Washoe County Family Medical Leave Act Policy. Human Resources. (All Commission Districts.)

There was no public comment on this item.

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

**17-0795**      **AGENDA ITEM 12** Recommendation to approve the Work Program Volunteer Agreement between the County of Washoe (Department of Juvenile Services), and the Boys and Girls Club of Truckee Meadows (BGC), to provide available work crews to perform community services on a volunteer basis (volunteer services) at the Donald W. Reynolds Facility, the William N. Pennington Facility and the Bresson Avenue Facility; the agreement will be effective upon execution and shall remain in effect for a period of two years. Juvenile Services. (All Commission District.)

There was no public comment on this item.

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

**17-0796**      **AGENDA ITEM 13** Recommendation to approve Community Development Block Grants from the Nevada Governor’s Office of Economic Development in the amount of \$98,750 (\$13,250 cash match) for the Gerlach Economic Development Plan, grant period retroactive from July 1, 2017 through June 30, 2018; and \$80,000 (\$10,000 cash match from UNR) for Nevada Small Business Development Center-Business Counseling and Training, grant period retroactive from July 1, 2017 through December 31, 2018; and if approved, authorize Chairman to execute grant documents and to authorize the County Manager to sign the Sub-Grant Agreement between Washoe County and the University of Nevada Reno Small Business Development Center in the amount of \$80,000 (\$10,000 cash match from UNR); approve Resolution necessary for same; and direct the Comptroller’s Office to make the appropriate budget amendments. Manager. (All Commission Districts.)

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried with Chair Lucey and Commissioner Herman absent, it was ordered that Agenda Item 13 be approved, authorized, and directed.

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On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried with Chair Lucey and Commissioner Herman absent, it was ordered that the agenda be amended to hear Agenda Item 14 at an earlier time.

**17-0797**      **AGENDA ITEM 14** Introduction and first reading of an ordinance amending Chapter 65 of the Washoe County Code by expanding the permissible use of the 911 telephone line surcharge to include purchase and maintenance of portable and vehicular event recording devices, and all other matters properly relating thereto; and, if supported, set the public hearing for second reading and possible adoption of the ordinance on October 10, 2017. Manager. (All Commission Districts.)

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

Nancy Parent, County Clerk, read the title for Bill No. 1785.

Bill No. 1785 was introduced by Commissioner Hartung, and legal notice for final action of adoption was directed.

**17-0798**      **AGENDA ITEM 6** Appearance: Michele Gehr, MSSW, Executive Director Eddy House. Presentation and update regarding data, outcomes and the vision of the Eddy House going forward.

Michele Gehr, Executive Director of the Eddy House, conducted a PowerPoint presentation with the following slide titles: 423 East 6th; Eddy House; Central Intake and Assessment Drop-in Resource Facility for Homeless Youth; Eddy House Population; Nevada Stats; Cost to Community; Homeless youth are homeless for different reasons than adults; 2017 Homeless Youth Point in Time Count; Why Don't Homeless Youth Use Adult Shelters?; Eddy House, Today; Eddy House, Tomorrow; and Questions.

Ms. Gehr stated they served primarily non-system youth, those living on the street not affiliated with other programs or facilities. She noted the Eddy House had served 625 homeless youth in 2017 and anticipated having close to 9,000 interactions with over 700 individual kids by year's end. She announced over the past year 120 youths managed to secure employment as a result of the program. She stated the top three reasons for a youth to become homeless was violence in the home, child abuse, and drug and alcohol abuse in the home. 93 percent of the Eddy House kids experienced a significant loss of a parent or primary caregiver. She said many kids lived in trees in downtown Reno and one young man had died from a bacterial infection from sleeping in a motel.

Ms. Gehr relayed a statistic from the City of Reno that Nevada had the fastest growing homeless youth population in the country and estimated the County spent about \$40,000 per homeless individual per year. She mentioned the Eddy House was a data-driven agency and the data showed if an agency could intervene before a youth turned 25 years old, they would not become homeless again.

Ms. Gehr explained the relationship-based program emphasized eye contact, shaking hands, and making genuine connections for the kids, many of whom never knew an adult they could trust. She mentioned the house typically saw 50 kids a day, 74 on the busiest day. She hoped the Eddy House could expand to be a 24-hour center with 50 beds, a commercial kitchen, and therapy and classroom space. She stated the Eddy House could become the first step to ending youth homelessness and ultimately all homelessness throughout Washoe County. She offered to give tours to any interested Commissioners.

Commissioner Jung asked Ms. Gehr to speak about her past educational background and her work in the Bronx. Ms. Gehr stated she graduated from the University of Nevada Reno (UNR) in psychology and genocide holocaust and peace studies. Later she obtained a master's degree from Columbia University studying clinical social work. She was selected as one of 27 individuals to study non-profit and public management, learning how to run a non-profit or public agency effectively. She did her practicum at one of the toughest schools in the Bronx and discovered a third of the students making up her case load had experienced the loss of a parent or caregiver. She said creating a grief and loss group saw attendance increase by 85 percent. When she first saw the Eddy House she had a vision it could become a national model. She indicated when she came to the Eddy House five to ten kids a day visited, a number that had increased due to word of mouth and the housing shortage.

Commissioner Jung urged the Commissioners to tour the facility. She brought up the issue of homelessness and said the County had the money to house them but did not have the land. She mentioned the City of Reno bought 36 units from a Winnemucca camp but had no place to put them. When asked by Commissioner Jung if she received the Planned Parenthood sex training, Ms. Gehr replied she did. Commissioner Jung stated job training and sexual health were the two things most requested by young adults.

When asked by Commissioner Hartung how the Eddy House was funded, Ms. Gehr answered she originally developed the programming by begging throughout the community. She mentioned the U.S. Department of Housing and Urban Development (HUD) stated the Eddy House had the best intake they had ever seen. She noted the Eddy House began applying for funding with private foundations and individuals as well as for federal, state, and local money.

Commissioner Hartung mentioned the County was trying to solve the land issue utilizing land owned by the Flood Management Authority and they were working on overcoming some hurdles. Ms. Gehr said if the Eddy House was an overnight facility, she felt all kids coming to the house could gain employment. Vice Chair Berkbigler thanked Ms. Gehr for her presentation and praised her work.

**17-0799**      **AGENDA ITEM 7** Appearance: Chuck Duarte, Chief Executive Officer, Community Health Alliance. Presentation and update on Community Health Alliance. [10 minutes]

Charles Duarte, Chief Executive Officer of the Community Health Alliance (CHA), conducted a PowerPoint presentation with the following slide titles: About CHA; Mission; We're not who we once were; 6 Health Centers; Team Care Medicine Approach; About Our Patients; Our Staff; Our Main Services; Medical Services; Women, Infants and Children Nutrition (WIC) Program; Behavioral Health Services; In-House Pharmacy; Health Care for the Homeless (2 slides); Dental Services; Mobile Dental Outreach; Additional Services, Programs, and Partnerships; Health & Wellness Classes; Transportation Services; Healthy Weight Program; Food Bank of Northern Nevada; Exchange Enrollment Facilitators (EEF) Program; Additional Community Partnerships; Payment Options; For More Information; and Questions.

Mr. Duarte stated the CHA was originally the Healthy Access Washoe County program, formed by the Washoe County Medical Society and the Sisters of San Rafael. He noted when it merged with St. Mary's Mission Outreach, most of the non-profit assets and programs were transferred to the CHA including health centers, mobile services, and employees. He noted the Center for Complex Care used evidence-based practices to help people with serious chronic medical problems who also had other social problems such as homelessness. He indicated the CHA focused on making sure everyone was functioning at the highest level of their certification, which was better for providers and thus helped in recruiting providers.

Mr. Duarte noted about half their Hispanic patients spoke English as a second language and most of the uninsured patients were adults. He stated the only medical service the CHA did not provide was obstetrics but they had a relationship with the Renown Pregnancy Center for those services. He said the CHA's WIC program was second only to that of the County. He mentioned their behavioral health care was integrated; in addition to helping a patient dealing with diabetes, they would also treat that patient's depression and anxiety.

Mr. Duarte expressed pride in the WIC program because it was integrated into their medical and dental services. WIC offices were located in each health center as well as having several freestanding centers. He indicated while patients benefitted from the CHA's behavioral health services, the biggest benefactor was the primary care physician by helping patients deal with their medical issues. He commented the CHA had around 1,300 homeless patients in their system. Classifying anyone without permanent housing as homeless qualified them for a host of free services.

Mr. Duarte pointed out at the recently opened dental practice at the Record Street location they pulled about 120 teeth and performed fillings and dentures. He noted complicated dental procedures would get referred to specialists. He said their mobile dental van visited many places including 27 Title 1 schools to provide oral education.

They also applied sealant to kids' teeth free of charge, though if parents had insurance they would ask to bill the insurance companies for the procedures.

Mr. Duarte encouraged partnering with the County to spread the word of the CHA's healthy weight program to address childhood obesity. He urged the Commissioners to contact their senators and congressmen to object to the Graham-Cassidy healthcare bill which he felt would be devastating to health coverage for Nevadans.

Vice Chair Berkbigler praised the facility for helping the homeless and citizens who could not afford health insurance. Mr. Duarte offered to take any Commissioner on a tour and he gave gifts to the Clerk to distribute to the Commissioners and the audience.

When asked by Commissioner Jung why obstetrics were not covered, Mr. Duarte replied it was because the CHA had a partnership with Renown and did not see a reason to duplicate that resource. He stressed the WIC and dental vans went to the Renown Pregnancy Center weekly to take care of pregnant women. Commissioner Jung asked about the fluoridation program the County tried to push through the Legislature and whether the CHA got active in policy issues. Mr. Duarte explained they were active because they believed policy was not the same as politics, referencing opposition to the Graham-Cassidy repeal bill and support for Deferred Action for Childhood Arrivals as examples. He noted the CHA hosted speaking events for Assemblywoman Amber Joiner, who introduced the fluoridation bill, and he mentioned 80 percent of water systems in the United States had fluoride programs for their water.

Commissioner Jung asked whether uninsured patients with teeth issues simply had their teeth pulled every time. Mr. Duarte responded the most expensive part of the dental work they performed was lab work and dentures. He said a lot of the work they did with seniors was preparing them for restorative care which often involved extractions. If a patient requested restorative care, the CHA offered very reduced rates and payment options. He told a story about getting donations for a patient with leukemia.

Commissioner Hartung asked whether the CHA worked with the two emergency rooms (ERs) to receive transfers of dental patients that the ERs were not equipped to handle. Mr. Duarte said they received referrals from all three ERs for dental and medical issues and added Renown Hospital's bedside discharge staff could schedule patients directly into CHA's system. Regarding abscesses, Mr. Duarte indicated patients needed antibiotics and pain medication and he hoped ibuprofen would be given and not opioids. He noted the CHA offered same-day and next-day appointments at one of their centers. Commissioner Hartung requested his contact information and Mr. Duarte provided a business card which was placed on record with the Clerk. Vice Chair Berkbigler praised his work and thanked Reno Councilman Oscar Delgado for attending the meeting.

**17-0800**      **AGENDA ITEM 8**      Appearance: Kim Robinson, Executive Director, Truckee Meadows Regional Planning Agency. Informational presentation from the Truckee Meadows Regional Planning Agency regarding the 2017 Truckee Meadows Regional Plan Update.

Ms. Kim Robinson, Executive Director of the Truckee Meadows Regional Planning Agency (TMRPA) presented a video describing what the agency did. She then conducted a PowerPoint presentation with the following slide titles: Mapping Our Future; Who Are We?; Why Plan Regionally?; TMRPA; 40 collaborative projects; and Why Are We Here.

Ms. Robinson said TMRPA was designed to foster collaboration across the region around the use of land and issues of regional concern, placing an emphasis on areas of heavier population. The regional plan was maintained across a twenty year timeframe. She explained they planned regionally because the need for various resources such as water, roads, and schools crossed jurisdictional lines. She noted the data analysis performed by the TMRPA over the past five years was used by such groups as the Economic Development Authority and the Western Regional Water Commission.

She announced the TMRPA was launching the public participation phase of the regional update. She noted the community had changed a lot in the past five years and the TMRPA wanted to be prepared for further change. She invited the Commissioners and the public to let their voices be heard by completing a survey every month on the TMRPA's website.

Commissioner Jung requested a copy of the map referenced in the video that outlined all areas of Washoe County that were approved for development but not yet built. Ms. Robinson replied she would get the Commissioners a copy. Commissioner Jung asked whether the region had considered incentivizing developers to do infill development as a way to avoid sprawl. Ms. Robinson responded there had been conversations about density and the TMRPA hoped to see some kind of fund that would allow for that.

Commissioner Jung asked whether the TMRPA was in charge of developing and incentivizing affordable housing. Ms. Robinson replied they were not in charge of that but they were working with Truckee Meadows Healthy Communities' partners on a road map for an affordable housing strategy. Commissioner Jung suggested engaging residents who stuck it out through the recession to determine what they envisioned for the region along with reaching out to the new population. She spoke about a town in Arizona that experienced a growth boom and recommended speaking to a contact of hers. Ms. Robinson indicated she would follow up with Commissioner Jung to get that information.

Commissioner Jung remarked there was a mindset that development had to be in the north because it did not have good views. She disagreed and said growth

should be spread around all districts to avoid sprawl and institutionalized discrimination. Vice Chair Berkbigler thanked Ms. Robinson for the presentation.

**17-0801**      **AGENDA ITEM 9** Appearance: Gabrielle Enfield, Grants Administrator, County Manager's Office. Presentation and update on the Washoe Leadership Program [10 minutes]

Gabrielle Enfield, Grants Administrator, conducted a PowerPoint presentation and reviewed four slides entitled Washoe Leadership Program.

Ms. Enfield stated she was the project lead for Washoe County's strategic goal of a valued and engaged workforce. She said the program was launched in December with recruitment and the committees began meeting in January. She noted there were 74 participants across 21 departments and the program was well-supported by the Commission, the Manager, and department heads. She indicated each committee defined, coordinated and led its own projects. Each committee had a Chair, a Vice Chair, committee members, and an advisor who could be a manager or a department head.

Elise Henriques, Vice Chair of the Steering Committee, reviewed three slides entitled Giving and Volunteering and three entitled Recognition Committee. She described the Ronald McDonald Chef's Night as a humbling experience. She added a group from the Comptroller's office would cook October's dinner, a group from Human Services would make November's dinner, and a mixed group would cook on Christmas Eve. She listed donations made by the Sheriff's Office and Human Services. She mentioned the Shining Star award recognized the work and achievements of County employees.

Donnie Laque, Chair of the Steering Committee, reviewed three slides entitled Training Learning & Leadership. He hoped to do one speaking event each season and said the idea for the previous speaking event was prompted by a department head struggling with the issue of generational rifts. A speaking event regarding mindfulness in the workplace was planned for the fall. The Leadership Book Club provided an opportunity for those interested to share ideas and discuss how to use the information in the books to benefit their departments. He envisioned the speaker series turning into something akin to the TED Talks series.

Ms. Henriques reviewed three slides entitled Events. Mr. Laque reviewed slides entitled Communication (3 slides); Washoe Impact Awards; and Questions. He noted the Communication Committee was looking at ways for employees to be more networked and mentioned an online treasure hunt that encouraged employees to use the Inside Washoe resource. He said the entire committee came together to create the Washoe Impact Awards to recognize contributions to the community.

Vice Chair Berkbigler stated it was exciting for employees to get involved as it indicated the County fostered a good workplace. She thanked County Manager John Slaughter for his leadership.

Commissioner Jung praised the Leadership Program's accomplishment of facilitating a customer-service culture. Regarding the chef's nights the program organized, she encouraged them to reach out to the Eddy House since the house did not have a commercial kitchen. When asked by Commissioner Jung if the program got involved with the employee whistleblower program, Ms. Enfield said they did not.

Commissioner Hartung thanked the presenters for their community involvement. Commissioner Jung added it was one reason why public servants were among the best people on the planet.

Vicki Jakubowski, Events Committee Chair, and Sharon Flanary, Recognition Committee Chair, introduced themselves.

County Manager John Slaughter indicated the program was an idea he had and remarked it had grown and would continue to grow. He stated the goal was to create a sustainable program and he felt having employees direct it would accomplish that. He thanked the staff members involved with the program as well as department heads. Vice Chair Berkbigler added it was not just the elected officials that made a County great; the employees were the reason the County functioned as it did.

**17-0802**      **AGENDA ITEM 15** Update on Wildland Fire Season. Manager and Truckee Meadows Fire Protection District. (All Commission Districts.)

Truckee Meadows Fire Protection District (TMFPD) Fire Chief Charles Moore presented a map which was distributed to the Board and placed on file with the Clerk.

Chief Moore indicated they determined a cause to the Woodchuck fire but were not ready to release their findings; that information would be forthcoming over the proceeding few days. He stated the fire burned just under 50 acres throughout three jurisdictions and it approached around 30 homes. He indicated there were no residential structures damaged. He commented there were fewer fires starting because of rain and lower temperatures and he hoped for more moisture. He showed a brief video of the helicopter response to the Woodchuck fire and noted the helicopters arrived just in time as the fires approached the willow trees in the Hunter Creek drainage ditch.

Chief Moore confirmed Vice Chair Berkbigler's guess that the water was pulled from the Truckee River. Vice Chair Berkbigler thanked the TMFPD and all other departments that helped. Commissioner Hartung pointed out the topography of that area was extremely challenging and all three agencies were successful in their cooperation. Chief Moore noted the only damage was to two construction trailers at a total combined loss of around \$15,000. Commissioner Hartung praised the expediency of the helicopters and thanked all responders.

Commissioner Jung brought up the public comments from Mr. Cliff Low and requested Chief Moore return with a presentation about what the District was doing to address fire prevention. She mentioned hikers being on a nearby trail during the Woodchuck fire and asked for an update on them as well as what to do when hiking during a fire. Chief Moore answered hikers needed to be aware of where the wind was blowing and the location of the fire. He stressed the importance of self-rescue but acknowledged helicopter rescue could also be achieved. He said the radio transcript mentioned construction workers trapped behind the fire but he had not heard of any hikers.

Commissioner Jung mentioned the same people with homes near the Woodchuck fire had to be evacuated in another recent fire. She asked whether the County could be more proactive when discussing regional planning to not allow development in fire-prone areas or to require developers to install sprinkler systems in those houses. Chief Moore agreed and stated the wildfire hazard zone map was outdated and needed to be updated, adding the wildland urban interface code drove certain regulations to development.

Commissioner Hartung thanked law enforcement efforts between the Sheriff's Office and the Reno Police Department and praised how quickly everyone mobilized. County Manager John Slaughter stated the Manager's Office would work on Commissioner Jung's request. He gave suggestions about how hikers should prepare for danger including notifying someone of their location and leaving a note in their car outlining how many were in the party and when they expected to return.

County Clerk Nancy Parent noted there was public comment signed in to speak but Vice Chair Berkbigler noted it was not an actionable item so they did not need to take public comment, a point supported by Deputy District Attorney Paul Lipparelli.

**17-0803**      **AGENDA ITEM 16** Public Comment.

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

**17-0804**      **AGENDA ITEM 17** Announcements/Reports.

County Manager John Slaughter promoted the Washoe Impact Awards presentation on October 12, beginning in the atrium outside the Commission Chambers at 4:30 p.m.

\* \* \* \* \*

**11:45 a.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*

**RESOLUTION FOR A GRANT TO WASHOE LEGAL SERVICES  
IN SUPPORT OF PRO BONO AND LOW COST LEGAL SERVICES FOR THE  
ELDERLY**

**WHEREAS**, Washoe County continues to support the availability of pro bono and low cost legal services for the elderly residents of Washoe County, and wishes to ensure that funds spent to provide these legal services are spent in the most efficient and effective way possible, including in partnership with the State of Nevada and other entities that can generate additional resources; and

**WHEREAS**, Washoe County desires to provide grant funding to the nonprofit, WASHOE LEGAL SERVICES, in support of those legal services subject to performance measures, all as more fully described and conditioned in the parties' contemporaneous agreement entitled "Agreement In Support Of Pro Bono And Low-Cost Legal Services For Elderly," which is incorporated herein by this reference.

**NOW, THEREFORE, BE IT RESOLVED**, that the Washoe County Board of Commissioners support the availability of pro bono legal services for the elderly, and consistent with that does hereby grant to WASHOE LEGAL SERVICES the sum of \$65,000 to be used in FY 2017-2018 strictly for expenses incurred in pro bono direct representation and legal counseling of Washoe County's qualifying elderly for guardianship ward representation legal services.

Upon motion by Commissioner, Hartung, seconded by

Commissioner Jung, the foregoing Resolution was passed and adopted

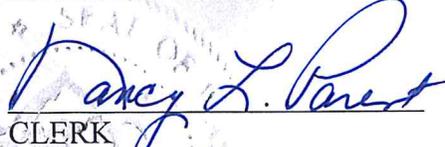
this 26<sup>th</sup> day of September, 2017 by the following vote:

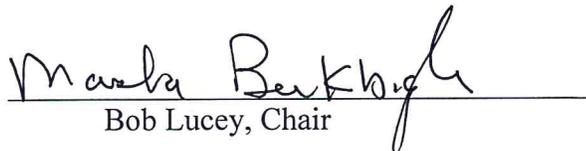
AYES: 3 NAYS: 0

ABSENT: 2 ABSTAIN: 0

**WASHOE COUNTY  
BOARD OF COMMISSIONERS**

ATTEST:

  
CLERK

  
Bob Lucey, Chair

17-0773

**INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES**

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

**Department of Employment, Training and Rehabilitation  
Rehabilitation Division  
Business Enterprises of Nevada  
Carson City, NV 89713-0001  
Contact: Deborah Ohl  
Phone: (775) 684-3863 Fax: (775) 684-3893  
Email: d-ohl@nvdeetr.org**

and

**Washoe County  
P.O. Box 11130  
Reno, NV 89520  
Contact: David Solaro  
Phone: (775) 328-3624 Fax: (775) 328-3699  
Email: dsolaro@washoecounty.us  
EIN 88-600138  
T40283400**

17-0775

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

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

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

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. CONTRACT TERM. This Contract shall be effective upon approval to September 30, 2020, unless sooner terminated by either party as set forth in this Contract.
4. TERMINATION. This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 15 days after a party has served written notice upon the

other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.

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

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

- ATTACHMENT A: STATEMENT OF STIPULATIONS  
 ATTACHMENT B: WASHOE COUNTY SNACK BAR and VENDING LOCATIONS

7. CONSIDERATION. The Business Enterprises of Nevada (BEN) agrees to provide an Operator to provide the services set forth in paragraph (6) at no cost. Any intervening end to an annual or biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

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

9. INSPECTION & AUDIT.

a. Books and Records. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the 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 Contract must be retained by each party for a minimum of three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. BREACH; REMEDIES. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs.
11. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.
12. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
13. INDEMNIFICATION. Neither party waives any right or defense to indemnification that may exist in law or equity.
14. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.
15. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
16. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
17. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.
18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law or this Contract, any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

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

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

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

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

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

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

Washoe County

Masha Berkigler  
Bob Lucey

Washoe County Chair  
\_\_\_\_\_  
Date Title

Department of Employment, Training and Rehabilitation

\_\_\_\_\_  
Shelley Hendren

Administrator, Rehabilitation Division  
\_\_\_\_\_  
Date Title

\_\_\_\_\_  
Don Soderberg

Director, Department of Employment, Training and Rehabilitation  
\_\_\_\_\_  
Date Title

Approved as to form and compliance with law by:

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

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

**Attachment A**  
**STATEMENT OF STIPULATIONS**

Department of Employment, Training and Rehabilitation  
Rehabilitation Division  
Business Enterprises of Nevada

and

Washoe County

Pursuant to the provisions of NRS 277.180, by and between Washoe County, hereinafter individually referred to as "COUNTY" and Business Enterprises of Nevada (BEN), of the Rehabilitation Division of the Department of Employment, Training and Rehabilitation hereinafter referred to as "AGENCY".

**Snack Bar and Cafeteria Services**

1. The term "OPERATOR" means the licensed blind OPERATOR assigned to the COUNTY location(s) and the snack bar or vending sites within each COUNTY location.
2. This Interlocal Agreement covers snack bar and/or vending services and all subcontractors partnering with the AGENCY or a designated OPERATOR at any and all COUNTY locations outlined in Attachment B – Washoe County Snack Bar and Vending Locations. Additional locations may be added upon approval of the AGENCY and the COUNTY. The AGENCY reserves the right to decrease the number of locations as deemed in best interest of the State.
3. Hours of Operations: Vending services will be available during those hours as agreed upon between each OPERATOR and the manager(s) of each individual COUNTY location. Snack bars will operate during the hours agreed upon between each OPERATOR and the manager(s) of each individual COUNTY location.
4. The AGENCY will ensure that the OPERATOR will prepare a menu of meals, meal items, snacks and beverages including any special menu items for display, with prices, at the each individual COUNTY location.
5. The AGENCY will assure, through the OPERATOR, the sanitary operation of each individual snack bar/cafeteria COUNTY location. Janitorial services for all kitchen areas and eating areas will be paid by the AGENCY or the OPERATOR.
6. The COUNTY will be responsible for all utility costs assigned to the vending area to include electricity, gas, water, and rubbish disposal.
7. The OPERATOR assigned each individual COUNTY location will be responsible for his/her own phone bills. The authority responsible for the management of each COUNTY location will provide appropriate access to phone lines and phone jacks in each snack bar/cafeteria area.
8. The AGENCY will ensure the assigned OPERATOR is responsible for secured, on-site storage of all food products. Because storage space is frequently limited, food products will be appropriately, separately, securely stored and accessible only by authorized personnel.

9. The AGENCY will assure, through the OPERATOR, all dining areas are maintained in a clean and sanitary manner. Tables and chairs will be wiped down frequently during periods of heavy use so as to maintain an attractive and sanitary appearance.
10. The AGENCY will ensure that the OPERATOR complies with the security procedures and guidelines as established by the manager each individual COUNTY location. The location manager shall provide the OPERATOR keys as appropriate for facility, food preparation, storage and distribution areas. As appropriate, the OPERATOR will be issued a security card or pass for access to the building.
11. The AGENCY will address and assist the OPERATOR to resolve any quality and quantity control issues or any other matters arising as a result of this Statement of Stipulations.
12. The AGENCY will ensure the OPERATOR will comply fully with all applicable health codes and post, in a conspicuous location, the rating achieved on the most recent health inspection.
13. The AGENCY will periodically request feedback from the COUNTY as to the quality of services provided by the OPERATOR to each individual COUNTY location as well as the cleanliness of the operation and the quality of customer service.

#### Vending Services

1. The AGENCY will ensure vending machines owned or operated by the AGENCY or vending machines owned or operated by the OPERATOR located within COUNTY property will be maintained with a sufficient supply of snacks, sodas or other beverages. Vending machines will be cleaned and maintained by the OPERATOR in accordance with manufacturer instructions. Recycling containers will be emptied on a routine basis. Complaints regarding machine malfunction or supply concerns will be addressed by the OPERATOR within 2 business days.
2. As required by SAM 0333.0 locations where vending machines dispensing beverages in aluminum cans, or contracts with an outside vending provider to service vending machines dispensing beverages in aluminum cans are provided, the AGENCY will ensure (a) a bin or other suitable receptacle for the collection of empty cans is provided; and (b) will ensure recyclable materials are periodically collected and delivered to an appropriate recycling center or non-profit organization that collect cans.

**Attachment B**  
**WASHOE COUNTY SNACK BAR and VENDING SITES**

Washoe County Family Court 1 South Sierra Street Reno, NV 89501	Washoe County Courthouse 75 Court Street Reno, NV 89501
Washoe County Administrative Buildings 1001 9th Street Reno, NV 89501	Regional Public Safety Training Center 5190 Spectrum Boulevard Reno, NV 89512
Washoe County Sheriff Office 911 Parr Boulevard Reno, NV 89512	Bowers Mansion Pool <i>(located in Washoe Valley on Old US 395)</i> 4005 US Highway 395 North Carson City, NV 89701
Washoe County Senior Services 1155 East 9th Street Reno, NV 89512	Washoe County Library (Downtown) 301 South Center Street Reno, NV 89501
Washoe County Library (Spanish Springs) 7100-A Pyramid Lake Highway Sparks, NV 89436	Washoe County Library (South Valleys) 15650-A Wedge Parkway Reno, NV 89511
Washoe County Social Services 350 South Center Street Reno, NV 89501	Washoe County Library (Sparks) 1125 12th Street Sparks, NV 89431
Washoe County Animal Services 2825-A Longley Lane Reno, NV 89502	Washoe County Emergency Management 5195 Spectrum Boulevard Reno, NV 89512
Washoe County Library (Northwest Reno) 2325 Robb Drive Reno, NV 89523	Washoe County Library (North Valleys) 1075 North Hills Blvd., Suite 340 Reno, NV 89506

Additional locations may be added upon approval of the AGENCY and the COUNTY. The AGENCY reserves the right to decrease the number of locations as deemed in the best interest of the State.

# WASHOE COUNTY GRANT AWARD RESOLUTION

\*\*\*\*\*



**WHEREAS**, Washoe County is a member of the Local Emergency Planning Committee (LEPC) and has been awarded a grant from the State Emergency Response Commission (SERC) in the amount of \$29,000.00 in support of local hazardous materials response; and

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

**WHEREAS**, NRS 244.1505 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 other governmental entity, to be expended for a selected purpose; and

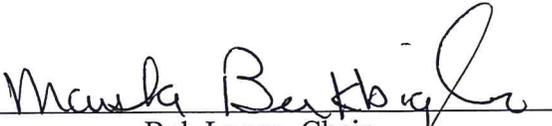
**WHEREAS**, Washoe County as fiscal agent for the other government entities or nonprofit organizations that are members of LEPC, desires to pass through some of these grant funds and grant assurances as listed below for the amounts and uses stated below.

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

17-0185

Washoe County Emergency Management	\$4,000.00	LEPC Operations
REMSA	\$9,200.00	Emergency Department Decontamination Exercise \ Training

ADOPTED this 26th day of September, 2017.

  
 \_\_\_\_\_  
 Bob Lucey, Chair  
 Washoe County Commission

ATTEST:


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

RESOLUTION  
TO AUGMENT THE 2017-2018 BUDGET OF THE  
WASHOE COUNTY GENERAL FUND

WHEREAS, total resources (revenues and other financing sources) of the General Fund of Washoe County were originally budgeted to be \$332,874,855 on July 1, 2017; and

WHEREAS, the total available resources are now determined to be \$332,946,405.

WHEREAS, said additional unanticipated resources are as follows:

Tissue Agreement Revenue	\$ 71,550.00
--------------------------	--------------

WHEREAS, there is a need to apply these excess proceeds in the General Fund.

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

Section 1. That Washoe County shall augment its 2017-18 budget by appropriating \$71,550 for use in the General Fund, thereby increasing its appropriations (expenditures and transfers out) from \$332,874,855 to \$332,946,405, as follows:

<u>Increase Revenues</u>	
IN60486-460342 -- Tissue Agreement Revenue	\$ 71,550.00
Total Increase in Revenues	\$ 71,550.00
<u>Increase Expenditures</u>	
IN60486-701110 -- Base Salaries	\$ 42,660.00
IN60486-705360 -- Benefit Adjustment	\$ 19,890.00
IN60486-711210 -- Travel	\$ 9,000.00
Total Increase in Expenditures	\$ 71,550.00

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

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

Adopted this 26<sup>th</sup> day of September, 2017.

  
Chairman, Washoe County  
Board of County Commissioners

ATTEST:

  
County Clerk

17-0181

INTERLOCAL AGREEMENT

BETWEEN

THE CITY OF RENO, ON BEHALF OF THE RENO POLICE DEPARTMENT,  
WASHOE COUNTY, ON BEHALF OF THE WASHOE COUNTY SHERIFF'S OFFICE  
AND CITY OF SPARKS, ON BEHALF OF THE SPARKS POLICE DEPARTMENT

FOR THE MANAGEMENT AND DISPOSITION OF  
2017 JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD (CFDA #16.738)  
from the U.S. Dept of Justice, Office of Justice Programs, Bureau of Justice Assistance.

WHEREAS, the City of Reno, Washoe County and the City of Sparks have all previously been individual recipients of Block Grant Funds and Byrne Grant Funds for their respective law enforcement entities; and

WHEREAS, changes in the federal program have now combined Byrne Grants and Block Grants into Justice Assistance Grants (JAG) which require regional applications with one entity acting as fiscal agent of the grant; 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, the City of Reno, Washoe County and the City of Sparks have agreed that the City of Reno should be the fiscal agent for the JAG grant application; and

WHEREAS, the Federal Government requires that a cooperative agreement between the parties, approved by the governing body of the proposed fiscal agent, accompany the grant application; and

WHEREAS, the Federal Government requires that all participating jurisdictions now complete the FY 2017 Certification of Compliance with 8 U.S.C. § 1373 and the respective Certification and Assurances by the Chief Executive of the Applicant Government;

NOW THEREFORE, the parties agree as follows:

1. **Fiscal Agent.** The City of Reno shall be the fiscal agent for the JAG grant application currently being submitted in the amount of \$131,170 for the grant period of Oct 1, 2017 to Sept 30, 2020.
2. **Allocation of Funds.** Should the JAG application be approved, the funds will be allocated in the following manner:
 

a. City of Reno, Reno Police Department	\$52,468.00
b. Washoe County, Washoe County Sheriff's Office	\$52,468.00
c. City of Sparks, Sparks Police Department	\$26,234.00

1810-1.1

If the funds approved are in an amount different than set forth in paragraph 1 above, then the funds will be allocated with the same percentage to each respective party ie. City of Reno 40%, Washoe County 40% and City of Sparks 20%.

3. **Expenditure of Funds.** If approved, JAG funds are anticipated to be expended as follows:
  - a. Reno Police Department:
    - i. \$25,157.00: law enforcement equipment
    - ii. \$27,311.00: law enforcement training
  - b. Washoe County Sheriff's Office:
    - i. \$26,000.00: law enforcement supplies and equipment
    - ii. \$18,500.00: training/travel for Sheriff's Office personnel
    - iii. \$ 7,968.00: personnel (overtime for Sheriff's Office personnel, part time/hourly/intermittent personnel)
  - c. Sparks Police Department:
    - i. \$26,234.00: law enforcement equipment
4. **Approval.** Any reallocation of the funds from that stated in this Agreement will be submitted to the fiscal agent for approval.
5. **Compliance.** All parties agree to comply with all terms required under the grant application, grant requirements and all laws related to the receipt of funds pursuant to the grant terms. Any failure to comply by a party may adversely affect that party's right to receive funds under the grant. Grant requirements include, but are not limited to, all performance and financial reporting, ensuring that vendors used are not on the debarred list, participating in any grant audits and annual on-site monitoring visits.
6. **Receipts.** The parties will be required to provide receipts to the City of Reno for the purchases prior to reimbursement. Receipts shall be provided to:

Bridget Pincolini  
Reno Police Department  
P.O. Box 1900  
Reno, Nevada 89505
7. **Monthly Reports.** All parties will abide by the enhanced performance measure requirements of the Bureau of Justice Assistance and will provide monthly reports to the fiscal agent in order to meet the ten day after quarter deadlines
8. **Fiscal and Programmatic Reporting.** The City of Reno will be responsible for fiscal and programmatic reporting.
9. **Defenses.** The parties will not waive and intend to assert available NRS chapter

41 liability limitations in all cases. Contract liability of all parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

10. **Indemnification.** Each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in the Agreement.

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

11. **Successors and Assigns.** The parties agree to bind themselves and their successors and assigns to the other party and to the successors and assigns of said party with respect to the performance of this Agreement. Except as otherwise set forth herein, none of the parties shall assign or transfer interest in this Agreement without the written consent of the other.
12. **Authority.** Each party acknowledges that the person signing this Agreement is authorized or has been authorized to enter into this Agreement on behalf of his principal.
13. **Attorney's Fees.** In the event any party files suit to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs of suit.
14. **No Third-Party Rights.** The parties expressly disclaim the creation of any right in any third party whatsoever under this Agreement. There are no third-party beneficiaries. The only persons who may enforce this Agreement and any rights under this Agreement are the City and the parties to this Agreement.
15. **Severability.** If any section, subsection, clause, phrase, or word of this Agreement is for any reason held invalid, unenforceable or unconstitutional by any court of competent jurisdiction, such section, subsection, clause, phrase, or word shall be deemed a separate, distinct and independent provision and such holding shall not negatively affect the validity of the remaining portions of this Agreement. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

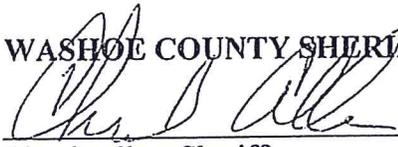
16. **Jurisdiction.** This Agreement shall be administered and interpreted under the laws of the State of Nevada. Enforcement of this Agreement shall be in a court of appropriate jurisdiction in Reno, Nevada.
17. **Entire Agreement.** This Agreement contains the entire agreement of the parties on the matters covered. There are no verbal agreements, representations, or understandings affecting this Agreement.
18. **Transfer or Assign.** Neither party shall transfer, assign or attempt to assign this Agreement or any part thereof to any third party, without prior written consent of the other party.
19. **Counterparts.** This Agreement may be executed in more than one counterpart, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
20. **Termination.** This Agreement may be terminated with or without cause by any party upon thirty (30) days written notice to the other parties. Termination shall not affect any of the rights or obligations of any party to the other accruing prior to the termination date.

APPROVED this \_\_\_\_\_ day of September 2017

**RENO POLICE DEPARTMENT**

**WASHOE COUNTY SHERIFF'S OFFICE**

\_\_\_\_\_  
Jason Soto, Chief

  
\_\_\_\_\_  
Chuck Allen, Sheriff

**SPARKS POLICE DEPARTMENT**

\_\_\_\_\_  
Brian Allen, Chief

**CITY OF RENO**

**WASHOE COUNTY, by and through its  
Board of County Commissioners**

BY: \_\_\_\_\_  
Hillary Schieve, Mayor

BY:   
\_\_\_\_\_  
Bob Lucey, Chair

DATE: \_\_\_\_\_

DATE: 9/26/17

**ATTEST:**

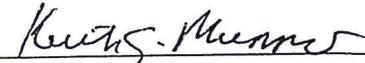
**ATTEST:**

BY: \_\_\_\_\_  
City Clerk

BY:   
\_\_\_\_\_  
County Clerk

**APPROVED AS TO FORM:**

BY: \_\_\_\_\_  
Deputy City Attorney

BY:   
\_\_\_\_\_  
Deputy District Attorney



**CITY OF SPARKS**

BY: \_\_\_\_\_  
Geno Martini, Mayor

ATTEST: \_\_\_\_\_  
City Clerk

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
By: Assistant City Attorney