

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

TUESDAY

10:00 A.M.

JANUARY 9, 2018

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, Deputy District Attorney

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:

18-0003 AGENDA ITEM 3 Public Comment.

Ms. Tammy Holt-Still said there was still standing water in Lemmon Valley. She indicated some residents from Lemmon Valley had received letters from Governor Brian Sandoval which stated Washoe County was responsible for the balance of the Lemmon Valley flood issues. She displayed an email that she sent to the County on December 27th regarding the flooding issues in Lemmon Valley and said the email remained unanswered. She stated there were issues that needed to be addressed before additional damage was done. She displayed photos of current flooding in Lemmon Valley. She brought t-shirts for the Commissioners and the County Manager. She provided documents, which were placed on file with the Clerk.

Dr. Richard Simmonds D.V.M., M.S., DACLAM spoke regarding Agenda Items 16 and 17. He remarked that he was active in many local and State organizations involved in animal related issues. He stated his comments were his own and did not represent the opinions or positions of any other organization. He stated he was supportive of the name change from kennel/cattery permits to variance permits and thought the change would eliminate confusion. He indicated he was opposed to abolishing the Animal Control Board. He stated County residents who possessed a wide range of public opinions and expertise regarding companion and exotic animals were represented by the Animal Control Board. He thought the Board had functioned well and efficiently for more than a decade. He believed this Board did not receive sufficient data to evaluate the value of the Animal Control Board. He noted a detailed analysis listed the results of the Animal Control Board's decisions over the past 10 years and documented how often

decisions were appealed. He provided documents, which were placed on file with the Clerk.

Ms. Katherine Snedigar spoke regarding the Development Code and said that any violation of the Code was a misdemeanor. She stated the Legislature did not provide authorization to Washoe County to make any Code violation a misdemeanor. She noted the Legislature provided the authority to the Tahoe Regional Planning Agency to make any violation of their Code a misdemeanor. She thought the County was in violation of Nevada Revised Statute (NRS) 171.

Ms. Ardena Perry said she was in favor of the proposed amendment to Chapter 55 to change the language from kennel/cattery permits to variance permits. She spoke in opposition to the spay and neuter exemption for rescue dogs under the age of six months because it could create an unregulated population of canines. She remarked a similar issue with feral cats existed because of the inability to regulate them. She thought all companion animals needed to be regulated. She explained she was not against any companion animals; she was against an unregulated companion animal population. She was opposed to eliminating the Animal Control Board because they were a panel of experts who could make an educated decision about community and animal welfare issues.

Ms. Denise Ross said Swan Lake was full and the ground was saturated. She was displeased that developers were allowed to build in the area because she thought it could create more flooding issues in Lemmon Valley. She remarked diverting the water away from Swan Lake was the only option that could help the community and developers and she thought there was a logical way to divert the water safely. She compared Swan Lake to a 5-gallon bucket and said once the bucket was full it would overflow just as Swan Lake did.

Mr. Sam Dehne spoke regarding a violation of the Open Meeting Law and the media.

Mr. John Potash stated he was not only speaking for himself but others that could not attend this meeting. He noted he was speaking about Agenda Item 17, which related to the proposed regulations for exotic animals. He said exotic animal owners were disgusted about the looming threats of outrageous laws that had forced people to move out of the area. He thought exotic animal owners were harassed and bullied but he was still committed to defend their rights against the extremist's views. He hoped the Commissioners had the opportunity to read the emails he sent to them, especially the one about the staff report from a meeting in July of 2017 regarding minor changes that he thought were misleading. He noted what was proposed to change would not improve the issues for exotic animal owners. He wondered why this issue could not be resolved with a collaborative solution for all involved. He hoped the Board would listen to the people that the changes would affect the most.

Mr. Tim Stoffel's comments mirrored many of the same things that Mr. Potash spoke about. He wondered why the exotic animal owners were not considered stakeholders because they were the people caring for and protecting animals. He remarked the animal Ordinance had been brought back for the third time with few proposed changes. He thought the proposed changes regarding Agenda Item 17 closely matched Federal Bill HR181, which was the Big Cat Public Safety Act. He was concerned the proposed changes to Chapter 55 were more complicated than before. He stated the spay and neuter requirements for exotic animals could create extinct breeds in the wild. He was opposed to the Animal Control Board being eliminated.

Ms. Mary Cooper stated she was from the Northern Nevada Martin Luther King Jr. Holiday Committee and invited the Commissioners to the 32nd memorial service at the Unitarian Universal Fellowship. She indicated this was the 50th year since Martin Luther King Jr. was assassinated. She said Reverend Onie Cooper, her late husband, was the driving force of the memorial to Dr. King on Highway 395 and he started a caravan to remind people to honor Dr. King. She hoped the Commissioners would be able to attend the event.

Mr. Donald Gallimore, Sr. hoped everyone would come to celebrate Dr. King with him.

Mr. Garth Elliott said he heard heavy equipment working at the site of the new school in Sun Valley. He remarked he had been waiting for a new school in Sun Valley since his grown children were young. He stated the animal ordinances had been an issue for at least 15 years. He said the concern many years ago was controlling lions and tigers and the consensus was to put fences around the animals, which made people happy. He was concerned the proposed changes to the animal Ordinance was not what the citizens wanted. He wanted the maximum number of cats a person could have without a permit to be eight instead of seven. He reminded the Commissioners to be kind to seniors.

18-0004 **AGENDA ITEM 4** Election of Chair of the Washoe County Board of Commissioners.

On the call for public comment, Mr. Sam Dehne spoke regarding the Open Meeting Law and claimed the Board was in violation for allowing him to speak during this item. He spoke regarding the election of Officers and a voting system. He said he was the most qualified to be a Commissioner. He wanted Commissioner Herman to be the Chair of the Board.

Mr. Garth Elliott said he would like to vote for the Commissioner he thought should be Chair and Vice-Chair of the Board. He thought the term for the Board of County Commission Chair should be longer than one year because at the end of one year the Commissioner had the knowledge and experience to run the Board. He wanted Chair Lucey to be voted in for another term.

Chair Lucey remarked it had been a long year as Chairman and said he appreciated the skills that each Commissioner brought to the Board. He indicated he would look to the Board for a nomination for Chair.

On motion by Commissioner Jung, seconded by Commissioner Hartung, which motion carried, it was ordered that Marsha Berkbigler be elected as the Chair of the Board of County Commissioners.

Chair Berkbigler assumed the gavel.

10:39 a.m. The Board recessed.

10:46 a.m. The Board reconvened with all members present.

18-0005 **AGENDA ITEM 5** Election of Vice-Chair of the Washoe County Board of Commissioners.

Chair Berkbigler remarked she would look to the Board for a nomination for Vice-Chair.

There was no public comment on this item

On motion by Commissioner Lucey, seconded by Commissioner Hartung, which motion carried, it was ordered that Kitty Jung be elected as the Vice-Chair of the Board of County Commissioners.

18-0006 **AGENDA ITEM 6** Fix the term of office of the Chair and Vice-Chair of the Board.

County Manager John Slaughter indicated this item was a statutory requirement and the terms of the offices were generally fixed at one-year terms, but it was at the discretion of the Board.

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried, it was ordered that the terms for the Chair and the Vice Chair of the Board remain as one-year terms.

18-0007 **AGENDA ITEM 7** Announcements/Reports.

County Manager John Slaughter stated Agenda Item 8A1 would be removed and brought back on a future agenda. He noted on Agenda Item 8E the dollar amount was incorrect on the staff report and should reflect the correct amount of \$24,971.

Commissioner Jung wanted to ensure that people knew Darrel Feemster and Tom Knoblet both passed away recently. She congratulated the City of Sparks Mayor Geno Martini who was chosen as Citizen of the Year. She said she attended the Regional Transportation Commission (RTC) meeting and the new Greyhound Bus Station item was pulled from the agenda. She remarked that further research was being performed to determine whether downtown Reno or downtown Sparks was the best location for the new Greyhound Bus Station.

Commissioner Herman commented that Vicki Maltman was in the hospital for the fourth time and she wished her well.

Commissioner Lucey informed the Board that he and staff conducted an update about the Economic Development and Conservation Bill also known as the Washoe County Lands Bill. He explained a series of public outreach meetings took place in Gerlach and in Commission Chambers with stakeholders who were invited to discuss the Lands Bill. He stated the feedback was positive and anyone wishing to submit comments or feedback should be directed to Management Analyst Jamie Rodriguez. He thought the feedback and compiled data should be ready by the end of February and would be presented to the Board in draft form in March.

Commissioner Hartung stated Ms. Rodriguez had done an amazing job with the outreach meetings and said she was well respected by the stakeholders. He announced it was Law Enforcement Appreciation Day and encouraged everyone to thank them for their hard and dangerous work.

Chair Berkgigler stated Incline Village was losing their permitting person and asked staff to place the issue on a future agenda, as the timeframe for a permit to be processed would increase from 60 days to a minimum of three months.

There was no public comment on this item.

CONSENT AGENDA ITEMS – 8A2 THROUGH 8K2

18-0008 **8A2** Acknowledge the communications and reports received by the Clerk on behalf of the Board of County Commissioners. Clerk. (All Commission Districts.)

18-0009 **8B** Approve entering into a lump sum buy-out agreement of \$65,000 in lieu of Vocational Rehabilitation benefits on a Worker's Compensation claim. Comptroller. (All Commission Districts.)

- 18-0010** **8C** Approve and sign the Interlocal Agreement retroactively effective October 1, 2017 through June 30, 2019 between the County of Washoe (on behalf of its Northern Nevada Child Abuse Response & Evaluations/Sexual Assault Response Team) and the Sierra County Sheriff's Office on Behalf of Sierra County, California, for the Washoe County Child Abuse Response and Evaluation and Sexual Assault Response Team (CARES/SART) to provide emergency sexual assault examinations to Sierra County victims of sexual assault. District Attorney. (All Commission Districts.)
- 18-0011** **8D** Acknowledge receipt of the Washoe County Law Library Annual Report 2017. District Court. (All Commission Districts.)
- 18-0012** **8E** Approve acceptance of the State General Fund appropriation grant referenced in Assembly Bill 395 Section 26 from the Governor's Office of Finance on behalf of the Second Judicial District Court (Juvenile Services) in the amount of [\$24,941.00] for the Girl's Evening Reporting Program. The award period is 1/9/18 - 6/30/19. No match required. If approved, direct the Comptroller's Office to make the necessary budget adjustments. Juvenile Services. (All Commission Districts.)
- 18-0013** **8F** Approve requests for reclassifications of a Program Assistant, pay grade K, to Statistician, pay grade N, a Volunteer Coordinator, pay grade I, to Program Coordinator, pay grade L, two vacant Eligibility Certification Specialist II's, pay grade I and an Office Assistant II, pay grade E, to Human Services Support Specialist II's, pay grade H, an Office Assistant II, pay grade E, to Office Support Specialist, pay grade H, a vacant Public Health Nurse II, pay grade NO, to Advanced Practice Registered Nurse, pay grade Q, and a new Office Support Specialist position, pay grade H (Human Services Agency); reclassification of a vacant Forensic Investigator II, pay grade L, to Criminalist II, pay grade NP (Sheriff's Office); reclassification of vacant Library Assistant II's, pay grade G, to Library Assistant I's, pay grade E (Library); reclassification of a vacant Fire Services Community Coordinator (Gerlach), pay grade FN, to Fire Protection Officer (Gerlach), pay grade FEI (Manager's Office); and the reclassification of Maintenance Worker II's, pay grade F, to two separate job classifications of either Maintenance Worker - Roads, pay grade F, or Maintenance Worker - Parks, pay grade F (Community Services) as evaluated by the Job Evaluation Committee. [Net fiscal impact is estimated at \$128,032.] Human Resources. (All Commission Districts.)

- 18-0014** **8G** Approve agreement between Washoe County and Renown Regional Medical Center for performing autopsies in the Washoe County Regional Medical Examiner’s Office with estimated annual revenue of [\$7,000] for a period of one year retroactively effective January 1, 2018. Regional Medical Examiner. (All Commission Districts.)
- 18-0015** **8H** Approve the FY18 Nutrition Services Incentive Program (NSIP) grant from the State Aging and Disability Services Division (ADSD) to supplement food costs for senior congregate and home delivered meals in the amount of [\$48,731; no county match] retroactive from October 1, 2017 through September 30, 2018; authorize the Director of Human Services to execute the grant documents; and direct the Comptroller’s Office to make the appropriate budget amendments. Human Services Agency (All Commission Districts.)
- 18-0016** **8I1** Approve an Employee Housing Agreement between Washoe County and Ralph Houk (Community Services Department, Operations Division employee) to allow occupancy within the county-owned residence located at 625 B Mt. Rose Hwy, Incline Village, Nevada commencing January 10, 2018. Community Services Department. (Commission District 1.)
- 18-0017** **8I2** Approve the County Commission Chair’s appointments of Mojra Hauenstein, Carl R. Webb Jr., Chadwick L. Giesinger, Kelly D. Mullin, and Eva M. Krause, as Hearing Examiners pursuant to Washoe County Code Section 110.912.15 to fill terms beginning on January 9, 2018, and ending on January 8, 2022. Hearing Examiners are empowered by State Law and County Code to conduct a public hearing and make decisions on certain variance, special use permit, and administrative permit applications. Community Service Department. (All Commission Districts.)
- 18-0018** **8I3** Approve: (1) an Agreement for the Donation of Lands; and (2) a Grant Deed to donate forty acres of real property (APN 061-110-09) from Washoe County to the United States Department of the Interior U.S. Fish and Wildlife Service Pacific Region, for incorporation into the Sheldon National Wildlife Refuge; and if approved, authorize the Assistant County Manager to execute any additional documents necessary to effectuate the donation and transfer of title. Community Services. (Commission District 4.)
- 18-0019** **8J1** Approve a request to initiate proceedings to amend the Washoe County Code (Chapter 21) pursuant to Senate Bill 305 from the 79th Legislative Session to authorize an increase in document recording fees to fund legal services for abused and neglected children; 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. Manager. (All Commission Districts.)

- 18-0020** **8J2** Acknowledge Receipt of the Washoe County 2018 Grant Audit Report from the Internal Audit Division. Manager. (All Commission Districts.)
- 18-0021** **8J3** Approve to appoint Mr. James Richards as a regular member to serve on the Washoe County Board of Equalization with term to expire June 30, 2021. Manager. (All Commission Districts.)
- 18-0022** **8K1** Approve the pass through grant award from the State of Nevada Department of Public Safety, Office of Criminal Justice Assistance 2017 Paul Coverdell Forensic Science Improvement (FSI), Project No. 17-FSI-03 for [\$48,455.00, no County match required] to provide for continued education for staff members and training for new Criminalists in the Forensic Science Division for the retroactive grant period of 01/1/18 through 12/31/18 and if approved, direct Comptroller's Office to make necessary budget amendments. Sheriff. (All Commission Districts.)
- 18-0023** **8K2** Approve funding for reimbursement [\$2,011.00, no County match required] from the Office of Criminal Justice Assistance through the Sparks Police Department for reimbursement of travel costs associated with the Regional Sex Offender Task Force activities involving the Adam Walsh Compliance project for the retroactive grant period of 11/1/17 - 9/30/18; and authorize Comptroller's Office to make the necessary budget amendments. Sheriff. (All Commission Districts.)

There was no public comment on the Consent Agenda Items listed above.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried, it was ordered that Consent Agenda Items 8A2 through 8K2 be approved. Any and all Resolutions or Interlocal Agreements pertinent to Consent Agenda Items 8A2 through 8K2 are attached hereto and made a part of the minutes thereof.

BLOCK VOTE – 12 THROUGH 15

- 18-0024** **AGENDA ITEM 12** Recommendation to approve a direct grant award from the National Institute of Justice (NIJ) FY17 DNA Capacity Enhancement and Backlog Reduction Program, Project No 2017-DN-BX-0101 for [\$265,125.00, no county match required] for the DNA Backlog Reduction Program for the retroactive grant period of 01/01/2018 - 12/31/2019; and if approved, authorize Sheriff Allen to retroactively execute grant award documentation, direct Comptroller's Office to make necessary budget amendments. Sheriff. (All Commission Districts.)

There was no public comment on this item.

10:59 a.m. Commissioner Jung seconded the motion for Agenda Items 12 through 15 and left the meeting before the block vote.

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

18-0025 **AGENDA ITEM 13** Recommendation to approve a sub-grant Award from the State of Nevada Department of Health and Human Services, Division of Public & Behavioral Health, Behavioral Health Wellness and Prevention in the amount of [\$161,267; no County match] retroactively from July 1, 2017 through June 30, 2019 to provide substance abuse treatment services to clients referred by the county Human Services Agency. Authorize the Human Services Agency to execute the Sub-grant Award and direct the Comptroller's Office to make the necessary budget amendments. Human Services Agency. (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 Commissioner Jung absent, it was ordered that Agenda Item 13 be approved, directed and authorized.

18-0026 **AGENDA ITEM 14** Recommendation to approve an Interlocal Contract Between Public Agencies between the State of Nevada Department of Health and Human Services Health Care Financing and Policy and Welfare and Supportive Services Divisions and Washoe County to maintain the County Match Program, under Title XIX of the Social Security Act, assistance to individuals in long term care facilities retroactive to July 1, 2017 to June 30, 2019 for a projected amount of [\$5,000,000] per fiscal year. Human Services Agency. (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 Commissioner Jung absent, it was ordered that Agenda Item 14 be approved. The Interlocal Contract for same is attached hereto and made a part of the minutes thereof.

18-0027 **AGENDA ITEM 15** Recommendation to approve Collective Bargaining Agreement with the Washoe County Public Attorneys' Association (WCPAA) for a one (1) year period beginning July 1, 2018 through June 30, 2019; and ratify same; including Cost of Living Adjustments in base wage of 2.5% effective July 1, 2018 [estimated fiscal impact \$327,428]; and approve same for Confidential Attorneys [estimated fiscal impact \$67,725]. [Total FY18/19 fiscal impact is estimated at \$395,153]. 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 Commissioner Jung absent, it was ordered that Agenda Item 15 be approved and ratified.

18-0028 **AGENDA ITEM 9** Presentation and update on a status report on bike share; request to provide direction to staff regarding a regional dockless bike share pilot program, and support a Regional Transportation Commission (RTC) Transportation Alternatives grant application for a smart bike/station based bike share program. Manager. (All Commission Districts.)

11:04 a.m. **Commissioner Jung returned to the meeting.**

Regional Transportation Commission (RTC) Director of Planning Amy Cummings conducted a PowerPoint presentation with slides entitled: Bike Share Status Update; Bike Share Industry Forum Review; Participating Bike Share Vendors; Bike Share Options; Bike Share Option Comparisons; Industry Forum Survey Results; RTC Direction; Dockless Pilot Implementation; Dockless Pilot Recommendations; and Requested Input Today. She reviewed the presentation and stated the RTC was seeking input from the Commissioners about the Bike Share Project. She explained Dockless Bike Share was a new type of outline being added to the project. She indicated the Cities of Reno and Sparks were interested in participating in the Dockless pilot program and the RTC team recommended coordination among all jurisdictions for consistency within the region. The recommendation was to start the pilot program in the summer and end in the fall to provide enough time for the startup of the program. She noted the vendors wanted to have 4,000 to 5,000 bikes in the region. During the pilot program, the number of bikes in service could be phased in as needed. She explained during the pilot program, the right-of-way on public sidewalks would be protected from Dockless bike parking. She said education and engagement of the program would continue.

Commissioner Hartung stated he was a proponent of bike sharing. He indicated a local company wanted to start a bike share program that would have been tied to a parking meter program but the bike share program ultimately failed. He wanted more than one bike vendor so there could be competition. He thought this program could be run by the private sector. He explained that the market was limited because of the size of

the region and the inclement weather that could potentially dissuade vendors from participating. He wondered what would happen if RTC moved forward with the program and a private company wanted to compete in the region. He was concerned about the programs being run by grant money as opposed to private money.

Ms. Cummings replied there were several instances in other cities where a publicly funded station based Bike Share or Smart Bike System was operational and a Dockless Bike Share program came afterwards. She stated there had not been instances where a Dockless Bike Share system was operational first and then a station based Bike Share operation started. She noted of the six vendors who attended the informational forum, three were dockless vendors and three were station based. She explained the logic behind identifying one vendor for the pilot program was to make the program more manageable. She noted some cities that opened the pilot program to multiple vendors encountered operational clutter and challenges ensuring public safety and the protection of the right-of-way.

Commissioner Hartung said a challenge for people who wanted to ride their personal bikes was a safe place to park them. He wanted more public bike parking that would be safe.

Commissioner Jung was concerned if the Reno Bike Project went with a Dockless Bike Share program that bikes could potentially be abandoned in inappropriate places and could create a cluttered environment. She thought there needed to be a well-managed way to ensure compliance and said the vendor should be aware that a cluttered environment would indicate a performance issue. She agreed with Commissioner Hartung that a single provider could create issues. She wanted information about best practices. She thought electric assist bikes needed to be available immediately because the terrain in the area was not all flat and any area outside of the downtown corridor needed the electric assist. She said it was a wonderful idea but she wanted to ensure the rural areas were not excluded. She explained the rural areas could have more of a need because of the lack of public transportation in some areas. She said she would support the project but she thought the project needed to be watched to ensure a successful outcome.

Commissioner Hartung asked about the process for a rescue team if someone was injured or had an issue while riding one of the Bike Share products.

RTC Technical Team Project Manager Rebecca Kapular replied if there was a Dockless Bike Share and someone had an issue, there was an 800 number to contact for a solution. She noted the Dockless program had advantages because a bike could be parked and identified as out-of-service on a phone application, then the rider could secure another bike. She said if someone was injured or had an issue, they relied on Rideshare programs such as Uber or Lyft to transport stranded bike users. She stated RTC was working to provide additional options.

Commissioner Hartung spoke regarding the responsibility of people riding bikes and asked what the process was if someone on a bike collided with an automobile. He wondered who would be liable for the repair costs.

Ms. Kapular stated when a person completed an agreement to rent a bike, they were required to sign a waiver and liability was built into the agreement. She said the age requirements to rent a bike were 16 or 17 years old for dockless bikes and 18 years old for the smart bikes. She explained the rental process was an online agreement stating the product would be used responsibly. She said outreach and education were included with the program.

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 9 be accepted as stated in the staff report.

18-0029 **AGENDA ITEM 10** Appearance: Chris Smallcomb, Meteorologist National Weather Service, Reno. Presentation on the predictability of winter weather patterns and seasonal changes and potential hazards which may impact the local community.

Mr. Chris Smallcomb stated he was with the National Weather Service. He explained the National Weather Service provided the forecast and warnings for the western third of Nevada and the eastern Sierra up to the Oregon border. He indicated their job was to help public safety agencies make good weather based decisions. He conducted a PowerPoint presentation with slides entitled: Winter 2017-18; How is Winter 2017-18 Going So Far?; Odds of Dry vs Wet Winter Using Historical Analogs; Few Storms, But A Lot of Inversions!; Rest of Winter: Knowns & Unknowns; So, When Should I Freakout!; Atmospheric Rivers – 5 to 10 Days; Floods vs Blizzards vs Wind – 2 to 4 Days; Tricky – Least Predictable Snow Hazards; AaMA Time! He explained the precipitation for the year was at 65 percent of normal. He noted storms through the area had underperformed which left small amounts of snow and poor conditions for snowmaking. He remarked the water tables were high and it would not take a significant storm to create flooding issues. He stated any weather forecast beyond a four-week period was difficult to predict. He announced the drought was over and the lakes and rivers contained plenty of water. He addressed the severity of atmospheric river storms, which could potentially contain significant precipitation. He noted to beware of storms called inside sliders because they came from the north, were fast moving and brought extremely cold temperatures. He explained that type of storm would not produce a significant accumulation of precipitation, but enough to create severe mayhem on roadways.

Chair Berkbighler thanked Mr. Smallcomb for his insight.

Commissioner Hartung thought the growing zone for Nevada had changed over the past few years. He said he had seen books about regional growing practices and read that items that did not grow in the region before were currently able to grow. He wondered whether the long-term changes of snow levels were something being monitored.

Mr. Smallcomb replied he tried not to monitor the annual changes because the National Weather Service relied on the Desert Research Institute (DRI) for that information. He said as a day-to-day weather forecaster he saw character changes in the frequency of storms in the region with higher snow levels and warmer storms that had increased over the past 10 years. He commented research from DRI indicated the change in the rain and snow line increased and had accelerated over the past 10 years. He stated it was difficult to predict if the changes would revert back to the way it was in the past or if it would continue in the same direction. He said the National Weather Service worked with the fire agencies regarding predictions for fire seasons. He was told the grasses were growing higher up the mountains which meant grass fires could be seen higher up.

Commissioner Hartung stated the Truckee Meadows Water Authority (TMWA) relied on snowpack to release water over several months. He wanted Mr. Smallcomb to conduct his presentation and answer questions at the TMWA. He thought discussions about water storage needed to be reconsidered.

Mr. Smallcomb stated he would be interested in doing that and said DRI and the Climate Center would be great resources as well. He said the snowpack was unreliable then another source of water needed to be determined.

Commissioner Hartung said he would like to tour the National Weather Service's facility.

Mr. Smallcomb welcomed the Commissioners to tour the facility and said the weather balloons were released at 3:00 a.m. and 3:00 p.m.

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

18-0030 **AGENDA ITEM 11** Discussion and possible action with regard to appointment and/or reappointment of Commissioners to boards and commissioners, alteration of terms of service on boards and commissions where legally permissible, and such other action as the Board of Commissioners may desire to take in regards to those administrative matters. Manager. (All Commission Districts.)

John Slaughter, County Manager, read the current appointments and the Board made changes to the reappointments.

The appointments are as follows:

Board/Commission	Commissioners
Community Assistance Center Transitional Governing Board	Commissioner Jung – Primary Commissioner Lucey – Alternate
Criminal Justice Advisory Committee	Commissioner Jung – Primary
Debt Management Commission	Commissioner Lucey
District Board of Health	Commissioner Jung
District Capital Funding Protection Committee - WCSD	Commissioner Lucey – Primary Commissioner Herman – Primary
Economic Development Authority of Western Nevada (EDAWN)	Chair Berkbigler – Primary Commissioner Lucey – Alternate
Internal Audit Committee	Commissioner Jung
Investment Committee	Chair Berkbigler – Primary Commissioner Jung – Primary
Legislative Liaison	Chair Berkbigler
Nevada Association of Counties (NACo) Board of Directors	Commissioner Hartung – Primary Commissioner Lucey – Exec Board
Nevada Tahoe Conservation District Board of Supervisors	Chair Berkbigler – Primary Dwayne Smith – Alternate
Nevada Tahoe Regional Planning Agency	Chair Berkbigler – Primary Commissioner Lucey – Alternate
Nevada Works	Commissioner Jung – Primary Commissioner Herman – Alternate
Open Space and Regional Parks Commission	Commissioner Jung
Oversight Panel – Washoe County School District	Commissioner Herman – Primary Commissioner Lucey – Primary
Regional Transportation Commission (RTC)	Commissioner Lucey – Primary Commissioner Hartung – Alternate
Reno-Sparks Convention and Visitors Authority (RSCVA)	Commissioner Lucey
Senior Services Advisory Board Liaison	Commissioner Herman – Primary and Commissioner Hartung – Alternate
Smarter Region Economic Development Vision Subcommittee	Commissioner Lucey – Primary and Commissioner Berkbigler – Alternate
State Land Use Planning Advisory Council (SLUPAC)	Commissioner Hartung – Primary
Tahoe Prosperity Center Board of Directors	Commissioner Berkbigler
Tahoe Regional Planning Agency	Chair Berkbigler – Primary
Tahoe Regional Planning Agency Governing Board	Chair Berkbigler – Primary Commissioner Lucey – Alternate
Nevada Tahoe Regional Planning Agency	Chair Berkbigler
Tahoe Transportation District Board of Directors	Chair Berkbigler – Primary Commissioner Lucey – Alternate

Board/Commission	Commissioners
Tahoe Transportation Commission	Chair Berkbigler – Primary Commissioner Lucey – Alternate
Truckee Meadows Water Authority Board	Commissioners Herman – Primary Commissioner Hartung – Primary Chair Berkbigler – Alternate Commissioner Lucey – Alternate Commissioner Jung – Alternate
Truckee Meadows Regional Planning Agency Governing Board	Chair Berkbigler – Primary Commissioner Hartung – Primary Commissioner Herman – Primary
Truckee River Flood Management Authority	Commissioner Hartung – Primary Commissioner Herman – Primary Chair Berkbigler – Alternate Commissioner Lucey – Alternate Commissioner Jung – Alternate
Vya Conservation District	Commissioner Herman – Primary Diane Stobiecki – Alternate
Washoe County Senior Services Advisory Board Liaison	Commissioner Jung – Primary Commissioner Hartung – Alternate
Washoe County Stadium Authority	Commissioner Hartung – Primary Commissioner Jung – Primary Chair Berkbigler – Alternate Commissioner Lucey – Alternate Commissioner Herman – Alternate
Washoe/Storey Conservation District	Commissioner Hartung
Western Nevada Development District (WNDD)	Commissioner Herman – Primary
Western Regional Water Commission	Commissioner Hartung – Primary Commissioner Herman – Primary Commissioner Lucey – Primary

On the call for public comment, Ms. Tammy Holt-Still spoke regarding the appointment of Commissioner Hartung to the Nevada Association of Counties (NACO) Board of Directors. She remarked Commissioner Herman was the only Commissioner that cared about the Lemmon Valley residents and said she should remain on that Board.

On motion by Chair Berkbigler, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 15 be approved and to have alternates where allowed by law.

12:00 p.m. The Board recessed.

1:00 p.m. The Board reconvened with Commissioner Lucey absent.

18-0031 **AGENDA ITEM 16** Introduction and first reading of an ordinance amending Washoe County Code Chapter 55 by vacating the Animal Control Board; by labeling the existing permit to keep more than three adult dogs and/or seven adult cats within the congested areas of the county a “variance” permit; by amending provisions related to the application for a variance permit, the processing of a variance permit, the requirements of and conditions imposed upon a variance permit, the approval or denial of a variance permit, the revocation of a variance permit, and the appeal process; and by modifying containment requirements for keeping more than three adult dogs and/or seven adult cats, and all other matters properly relating thereto; and if supported, set the public hearing for second reading and possible adoption of the ordinance on January 23, 2018. Animal Services. (All Commission Districts.)

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

Nancy Parent, County Clerk, read the title for Bill No. 1793.

Ms. Parent commented that a number of emails were provided to her, which were distributed to the Board and placed on file with the Clerk.

Animal Services Director Shyanne Schull said she had Animal Services Field Supervisor Erick Lamun with her to answer questions and provide his expertise. She provided the history of previous action taken dating back to 2014 as outlined in the staff report.

Commissioner Hartung wondered how Animal Services would determine the size category of a dog since requirements would no longer be based on breed. He thought an overweight dog could be classified incorrectly. Ms. Schull stated the weights provided a premise to start with. She noted Animal Services Officers would not be weighing the dogs. She said it would be based on a typical size or weight of a dog.

Commissioner Hartung thought the maximum number of dogs or cats was an arbitrary number. Ms. Schull stated that number had been in the Code since 2005 for congested areas. She explained the variance permit would allow residents to exceed the maximum number of animals. She noted the Code was not meant to inhibit the ability to own more than the maximum of animals allowed, but to allow Regional Animal Services to oversee the number of animals that people owned. She indicated many areas did not allow the opportunity for residents to own more than the maximum number of animals. She said this was a solution to allow people to own more animals without the presence of animal hoarding, neglect or cruelty.

Ms. Schull said Regional Animal Services was building the infrastructure for the proposed Code amendment and she wanted the process to be transparent. She stated the purpose of the Ordinance was to ensure animals were cared for properly and

the community was applying for the permits if necessary. She wanted to confirm there was a source to mitigate complaints and address over the limit offenders. She indicated educating people about the permit and complaint processes would be necessary.

Commissioner Herman was concerned about the Animal Control Board being dissolved. She suggested determining a size of a parcel that could be exempt from the required permits for an over the limit number of animals. She thought the changes could cause many problems and could discourage people from moving to the region.

Commissioner Jung asked if this was a complaint driven process. Ms. Schull confirmed it was complaint driven. She said when a complaint was reported, an investigation would follow by Regional Animal Services, and occasionally it was discovered a resident had more than the legal limit of animals.

Commissioner Jung stated the number of allowed animals was the same since 2005 and was adopted because animal hoarding was identified nationally. She indicated Animal Services had been working on the amendments to the Ordinance for more than four years and she thought the amendments were ready. She explained Ms. Schull was the first expert to be in charge of this issue and she had provided the recommended information to the Board. She remarked when Ms. Schull previously came to the Board she was directed to work on it further. She indicated she was in support of eliminating the Animals Control Board. She stated the County needed to ensure animals were managed by experts not by hobbyists who thought they were experts.

The following individuals spoke in opposition to the proposed Ordinance amendments: Mr. Tim Stoffel; Ms. Chris Vaught; Mr. Jimmie Martin; Mr. John Potash; Mr. Bill Maggiora; Mr. George Lee; and Mr. Mauricio Duran.

The concerns of the above listed individuals included: elimination of the Animal Control Board could result in inexperienced decision making regarding animal permits; the Animal Control Board served a purpose and should not be eliminated; the appeal process was 14 days and should increase to 30-days; and exotic animal owners were not hobbyists, as they were referred to by the Board.

Ms. Ardena Perry and Dr. Richard Simmonds were called to speak but were not present.

Ms. Darla Lee was called, but did not wish to speak. She provided a copy of an email from her to the Managers Office, which was placed on file with the Clerk.

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

Commissioner Hartung said it was mentioned that upon a denial of an exotic animal permit, the citizen had 14 days for the appeal process and he wanted the time to file an appeal to be increased to 30 days. He thought owners of large parcels should be exempt from the requirement for a permit for multiple animals.

In response to Chair Berkgigler's question regarding how much acreage Commissioner Hartung would consider larger, he stated 5 acres, which was zoned medium density rural.

Commissioner Jung asked whether the Bill could be introduced with the changes that Commissioner Hartung requested.

Deputy District Attorney Paul Lipparelli stated the change from 14 days to 30 days for an appeal would not be a substantial change, but adding an exemption for the size of the parcel would be a substantial change. He recommended to introduce the Bill with the change to this appeal time and at the second reading the parcel size could be added.

Ms. Schull stated the County was not telling people with larger parcels that they could not own more than the maximum number of animals allowed, they just had to apply for a permit to do so. She noted this stipulation was included in the Code currently.

Commissioner Hartung explained the area he was concerned about was in Spanish Springs which was considered a congested area. He wanted to add the suggested language about the size of the parcel to this amendment.

Mr. Lipparelli remarked Chapter 244 of Nevada Revised Statute (NRS), which governed the way Counties adopted ordinances stated the steps required were the introduction and the adoption. He explained the County viewed the introduction as the advertisement to indicate how the Ordinance was going to be written. He said minor changes between the first and second readings were not consequential to the notice that was given and were not unfair to anyone following the process to adjust a typographical error or adjust a number of days on an appeal, especially when it was not a major component of the Ordinance. However, there was nothing in the Ordinance as it was advertised for the first reading that would notify an interested person that the number of animals permitted would somehow be related to the size of a parcel of land. He stated that was a new concept not included in the draft that was being presented for introduction. He said his advice was if the parcel language was desired in the Ordinance, either send it back to staff to start over with a new advertisement of a new ordinance with the change included or pass it the way it was and amend it later to include a parcel size based concept.

On motion by Commissioner Jung, seconded by Chair Berkgigler which motion duly carried with Commissioner Lucey absent and Commissioner Herman voting "no", it was ordered to amend the length of time in which the citizens were able to respond to an appeal from 14 to 30 days and to return on Jan 23, 2018 for the possible adoption of this Ordinance

Bill No. 1793 was introduced by Commissioner Jung, and legal notice for final action of adoption was directed.

18-0032

AGENDA ITEM 17 Introduction and first reading of an ordinance amending Washoe County Code Chapter 55 by separating exotic animals into a three-tiered classification system; by exempting tier 1 exotic animals from the exotic animal permit process; by requiring persons wishing to possess tier 2 or tier 3 exotic animals to obtain an exotic animal permit; by amending provisions related to the application for an exotic animal permit, the processing of an exotic animal permit, the requirements of and conditions imposed upon an exotic animal permit, the approval or denial of an exotic animal permit, the revocation of an exotic animal permit, and the appeal process; by modifying minimal structural enclosure requirements for primates, felines, canines, reptiles, bears, hoofed animals, marsupials and raptors; by amending provisions related to the impoundment of exotic animals; and by adding and revising various definitions, and all other matters properly relating thereto; and if supported, set the public hearing for second reading and possible adoption of the ordinance on January 23, 2018. Animal Services. (All Commission Districts.)

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

Nancy Parent, County Clerk, read the title for Bill No. 1794.

Animal Services Director Shyanne Schull provided the history regarding this item as outlined in the staff report. She emphasized the proposed amendments focused on community safety, animal welfare, providing oversight for the animals and awareness that the animals were in the community. She explained the way the Code was written stated that every exotic animal owner was required to obtain a permit. She remarked the Regional Animal Services only had 10 exotic animal permits on file for the entire County.

Commissioner Hartung was concerned that raptors would require a permit even though owners were required to obtain a State permit. Ms. Schull confirmed that raptors were an exotic animal but were in the tier 1 category, which meant the County did not require a permit because the State had authority over them.

Commissioner Hartung referred to page six of the staff report regarding exotic animal insurance requirements. He said the insurance requirement was \$25,000 for each tier 2 animal and \$250,000 for each tier 3 animal. He wondered why it was required for each animal. He stated he was not comfortable with requiring insurance on each animal.

Animal Services Field Supervisor Erick Lamun explained the reason behind the requirement for each animal was due to Regional Animal Services' adherence to the dangerous dog Ordinance in place for the County. He stated if a dog was declared dangerous and there was more than one dog at the residence, each dog was required to

have an individual insurance policy because the animals were capable of harming individuals separately. He said the liability insurance was to protect the public if a regulated dangerous animal injured someone.

Commissioner Hartung stated it was onerous to require individual insurance policies for multiple animals.

Deputy District Attorney Paul Lipparelli asked if a person applying for a permit for two snakes would be issued one permit or two. Mr. Lamun replied the owner would be issued one permit with the listed number of animals for that permit.

Mr. Lipparelli indicated the Ordinance stated the insurance requirement was attached to the permit, not the animals.

Commissioner Hartung asked for confirmation of a large cat issue in the County. Mr. Lamun replied there was an incident where a large cat bit someone.

The following individuals spoke in opposition of approval of the proposed Ordinance: Mr. Corey Dalton; Mr. Tim Stoffel; Mr. Samuel McCall; Mr. Mauricio Duran; Mr. Phil Goss; Mr. Jimmie Martin; Mr. Bill Maggiora; Mr. John Potash; Dr. Maureen Adams; Mr. Angel Gomez; Mr. George Lee; Ms. Marie Dennis; Ms. Kathleen Tigan; and Mr. Bill Chamberlain. The following individuals provided documents, which were placed on file with the Clerk: Mr. Tim Stoffel; Mr. Phil Goss; Mr. Bill Maggiora; and Mr. John Potash.

The concerns of the above listed individuals included: the classification of exotic animals in the proposed tier system were incorrect; falconry was not clear in the language of the Ordinance; the spay and neuter of exotic animals could create extinction of the species; tier 3 exotic animals were the most probable animals to become extinct and needed to be bred to continue the species; non-dangerous animals were placed in the same tier as dangerous animals; exotic animal owners and handlers were not included in the drafting of the Ordinance; language was more restrictive in the proposed Ordinance; spay and neuter was not possible on many of the exotic animals; the proposed Ordinance had nothing to do with the safety of exotic animals; and the requirement language for snakes was changed from actual size to size at maturity.

Ms. Chris Vaught and Ms. Ardena Perry were called to speak but were not present.

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

Chair Berkbigler wondered if there was something in the proposed Ordinance that would prohibit a person from owning animals within the County. Ms. Schull replied as long as the animal was permitted there was nothing that prohibited animal ownership in the County.

Mr. Lamun stated his experience in the exotic animal field started in 1995. He explained he had worked at many zoos across the Country and held positions starting as an animal keeper and ending as General Curator who was responsible for an entire animal collection and the staff who cared for the animals. He said he was responsible for the monitoring and participation in the species survival plans. He stated the current laws would not prohibit an accredited animal breeding program from reproducing animals in captivity including tier 3 animals. He said when he was hired his concern was the safety and welfare of the animals and the people within the community. He explained people did not intend for an exotic animal or even a dog to get out of its secured location, but that did not mean it would not happen. He noted measures were in place for domestic animals such as a dangerous dog declaration for a vicious dog with multiple offenses. He said there were not measures in place for exotic animals to offer the public protection. He stated he knew the snake enclosure requirements were an issue with some people, but the animals should be able to stretch out and be straight as they could in the wild. He compared a snake with no room to stretch out to a person living in a house with a low ceiling and unable to stand up straight. There were a tremendous number of species and some seemed to be docile, but the potential to cause harm was present and they were at a higher risk than domesticated animals. He stated that the tier system was determined by the potential risk to each exotic animal.

Commissioner Herman said she was not an expert about exotic animals but she tried to learn as much as she could about them. She was concerned about eliminating the Animal Control Board because they were the experts. She thought exotic animal experts should have been included in the discussions regarding the proposed Ordinance. She indicated she was not confident with the proposal as it was written and said it included many inconsistencies.

Commissioner Hartung wondered about prairie dogs being considered tier 2 exotic animals. Mr. Lamun replied the Nevada Department of Wildlife (NDOW) requested them to remain as a tier 2 exotic animals because they were small mammals regulated by NDOW and required a State permit for ownership. He suspected the reason was the species did not currently populate in the State but if a prairie dog were to escape, it could establish a population and cause undo harm to native species.

Commissioner Hartung asked for clarification about the current Code and if all exotic animals were required to be permitted. In response, Mr. Lamun confirmed that was correct.

Commissioner Hartung wondered what the purpose was to require the spaying or neutering of exotic animals. Ms. Schull replied the requirement for spaying or neutering was originally placed in the proposal as a preventative measure due to negative behaviors associated with some inherently dangerous exotic animals. She said it was requested that spay or neuter requirements remain in Code for tier 3 exotic animals.

Commissioner Hartung was concerned about animals that were regulated by NDOW and wondered why Regional Animal Services would be regulating those animals as well. Ms. Schull stated Regional Animal Services was ensuring the welfare of the animals by a dual permit process. She explained some of the animals that were permitted by the United States Department of Agriculture (USDA) were also required to be permitted by Regional Animal Services. She noted Nevada was one of five states in the entire Country that had no State level oversight of exotic animals. She stated it was incumbent on the local jurisdiction to develop regulatory codes to oversee exotic animals for private ownership. When codes were developed, she noted it was important to compare to like scenarios because there were not any State regulations to mirror. She said the County had the responsibility to put infrastructure in place to protect the citizens and the animals in the County when there was no oversight at the State level.

Commissioner Hartung stated he was uncomfortable about requiring spaying and neutering because it changed the personality and nature of the animals.

Chair Berkbigler asked if an animal was already permitted at the State level was there a process to issue a County permit based on the State permit to eliminate the owner from going through the same process twice. Mr. Lamun replied NDOW's permitting process was for knowing what animals were in the area and who had them, it was not to regulate the safety and welfare of the animals. He stated raptors had very specific requirements with United States Fish and Wildlife and NDOW depending on the species. He said those agencies were not concerned about the welfare and protection of the animals and the public. It was the intent of the proposed Ordinance amendments to ensure welfare and safety in the County.

Chair Berkbigler stated the County had been working on this issue for at least three years and she said its main purpose was to protect the public and the animals, which was important. She told a story about her Jack Russell dog acting out of character by running away from her front yard. She noted animals did not always behave the way they should. The County had the responsibility to protect the public.

Commissioner Hartung asked if a compromise could be made to remove the spay or neuter requirement for tier 3 animals. He noted a permit would still be required along with completion of the inspection process.

Mr. Lipparelli explained the title to this Ordinance did not specify spay or neuter as a main feature of the Ordinance and by removing it would be less restrictive rather than more restrictive. He thought it was an allowable change to make but there was a risk with changes being made between the first reading and the second reading that someone could challenge. He noted it was not a fundamental change and it could be made without having to restart the proposal process.

Commissioner Herman was concerned there were items that needed to be addressed that were not discussed.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which was duly carried with Commissioner Lucey absent, it was ordered to remove raptors from the Ordinance, change the appeal process time from 14 to 30 days and remove the spay or neuter requirements for tier 3 exotic animals.

Bill No. 1794 was introduced by Commissioner Hartung and legal notice for final action of adoption was directed.

18-0033 **AGENDA ITEM 18** Public hearing and discussion to affirm, modify or reverse the Board of Adjustment's denial of an appeal of staff's decision to deny a building permit for a retractable private communication antenna taller than 45-feet tall, and to allow the antenna to extend up to 72-feet tall without what staff and the Board of Adjustment determined is the Code required Administrative Permit. Generally, the applicant contends that the Code does not require an Administrative Permit as long as the antenna is no taller than 45 feet when retracted, and alternatively that an Administrative Permit requirement would violate State and Federal law that limits local government's ability to regulate amateur radio communications structures. The site is located at 4765 Giles Way west of Lakeshore Drive and east of Scripps State Wildlife Management Area. Section 31, T17N, R20E, MDM, Washoe County, NV. The parcel (APNs: 050-530-30) is ±1.55-acres in size and is within the boundaries of the South Valleys Area Plan. The Master Plan Category is Suburban Residential, and the Regulatory Zone is Low Density Suburban (LDS - 1 dwelling unit per acre). The appellant and property owner is Richard Stone. Community Services Department. (Commission District 2.)

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

Planning Manager Trevor Lloyd stated this item was an appeal of a decision by the Board of Adjustment (BOA), which originated from a staff denial of a building permit for a 72-foot retractable private communication tower. He conducted a PowerPoint presentation with slides entitled: Appeal of BOA Decision WBLD17-1001171 – Richard Stone; Vicinity Map; Proposed Private Communication Tower; Justification for Denial; and Possible Motion for TM16-009 & SW16-003. Mr. Lloyd explained the maximum height for a private communication tower was 45 feet.

Discussion took place between Chair Berkgigler, Commissioner Hartung, Commissioner Jung, Mr. Lloyd and the appellant Mr. Richard Stone. It was determined that other similar towers in the area had not been required to obtain an administrative permit. The administrative permit would cost the appellant \$2,000. After discussion, it was agreed by all parties that the tower was retractable and should not require an administrative permit.

Commissioner Jung stated the language needed to be clarified and she said Mr. Stone should be grandfathered in.

On motion by Commissioner Jung, seconded by Commissioner Hartung, it was ordered to deny the Board of Adjustment's decision and allow the appellant to obtain a building permit.

Paul Lipparelli stated to overturn a decision of a lower body there needed to be findings to support the Board's decision. He said the findings could include: the tower in its retracted state did not exceed the maximum height; in order to be useful as an amateur radio tower it needed to be higher than Code allowed otherwise it would not serve the intended purpose, and federal regulations stated local governments were not able to regulate amateur radio operators to the extent that would force them out of business.

On the call for public comment, Mr. Tim Stoffel stated an amateur radio operator would need an antenna that tall in Washoe Valley to be able to transmit or receive any signal.

Cathy Brandhorst spoke about matters of concern to herself.

On motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried with Commissioner Lucey absent, it was ordered to reverse the Board of Adjustment's decision and allow the appellant to obtain a building permit based on the findings: the tower in its retracted state did not exceed the maximum height; in order to be useful as an amateur radio tower it needed to be higher than Code allowed otherwise it would not service the purpose; and federal regulations stated local governments were not able to regulate amateur radio operators to the extent that would force them out of business.

18-0034 **AGENDA ITEM 19** Public Hearing: Second reading and possible adoption of an ordinance approving a Development Agreement regarding Tentative Subdivision Case Number TM14-001 (Pebble Creek Estates) which approved (on July 1, 2014) development of an 83-lot, single-family residential subdivision. Lots range in size from 35,025 to 53,072 square feet. The applicant and property owner is Mystic Mountain, LLC, attn.: Jesse Haw, 550 West Plumb Lane #B505, Reno, NV 89509. This agreement extends the deadline for filing the first in a series of final subdivision maps from July 1, 2018 to July 1, 2020. The subject site is located at the western terminus of Pebble Creek Drive, approximately ¼ mile west of its intersection with Pyramid Highway. The parcel is ±83.27 acres in size and has a regulatory zone of Low Density Suburban (LDS). The parcel is located within the Spanish Springs Area Plan, and is situated in portions of Sections 11 and 14, T21N, R20E, MDM, Washoe County, Nevada. (APN: 538-171-08) Community Services Department. (Commission District 4.)

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

Jan Galassini, Chief Deputy County Clerk, read the title for Ordinance No. 1608, Bill No. 1792.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried, with Commissioner Lucey absent, Chair Berkbigler ordered that Ordinance No. 1608, Bill No. 1792, be adopted, approved and published in accordance with NRS 244.100.

18-0035 AGENDA ITEM 20 Public Comment.

Ms. Tammy Holt-Still played an audio recording from her cell phone and claimed one of the Commissioners made a disparaging comment about her, which she took offense to. She was disappointed that Commissioner Herman was taken off the Nevada Association of Counties (NACO) Board. She claimed the County Manager was to blame for the lack of emergency response.

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

Mr. Phil Gross stated the people who were in opposition to the animal Ordinance were not opposed to being regulated they just wanted a workable ordinance. He said the language was flawed throughout the Ordinance and needed to be corrected.

Mr. John Potash stated just because an animal could bite did not mean it would bite. He understood the issues with public safety and oversight. He was opposed to the proposed permit requirements because it would be difficult and expensive to obtain.

Mr. Mauricio Duran commented there were countless people in opposition to the proposed Ordinance. He showed a Google search on his cell phone that indicated Nevada already regulated many species. He thought people who had exotic animals and worked with them should have the right to own the desired animals.

18-0036 AGENDA ITEM 21 Announcements/Reports.

County Manager John Slaughter indicated the signs regarding shooting areas for Peavine Mountain had been approved and would be installed soon. He said the Cyclocross National Championship was being held at Rancho San Rafael January 9th through the 14th.

Commissioner Jung reminded staff that Commissioners could not direct staff to have meetings without the Board's approval. She discovered it had happened twice recently and the rules needed to be adhered to.

Commissioner Hartung stated it was Mayor Geno Martini's birthday. He thanked Manager Slaughter for mentioning the Cyclocross event. He said the County was fortunate to secure local events that boosted economic activity.

Chair Berkbigler spoke regarding the Reindeer Lodge on Mount Rose Highway. She stated it collapsed last year and there were concerns that it was a fire hazard. She indicated Gary Schmidt owned the property. She asked staff to address the issue and for information be brought back to the Board.

* * * * *

4:15 p.m. There being no further business to discuss, the meeting was adjourned without objection.

Marsha Berkbigler, Chair
Washoe County Commission

ATTEST:

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

Minutes Prepared by:
Doni Gassaway, Deputy County Clerk

INTERLOCAL AGREEMENT:

This Interlocal Agreement, is made and entered into this 1st day of October 2017, by and between Washoe County, a political subdivision of the State of Nevada, on behalf of its Northern Nevada Child Abuse Response & Evaluations/Sexual Assault Response Team; the Sierra County Sheriff's Office on behalf of Sierra County, hereinafter referred to as Sierra County.

WITNESSETH

WHEREAS, the Northern Nevada Child Abuse Response & Evaluations/Sexual Assault Response Team (CARES/SART) has the ability to provide adolescent, adult and child victim sexual assault forensic examinations, as requested by other government entities; and

WHEREAS, the Sierra County Sheriff's Office wishes to utilize the services of CARES/SART for examinations of victims of cases occurring within its jurisdiction; and

WHEREAS, chapter 277 of the Nevada Revised Statutes authorizes Washoe County, as a public agency, to enter into interlocal and cooperative agreements with other public agencies for the performance of governmental functions; and

WHEREAS, pursuant to California Government Code Section 26600 et seq. the Sierra County Sheriff is authorized to investigate crimes and pursuant to California Government Code Section 29600 et seq. expenses necessarily incurred in the performance of said duties are proper County charges;

NOW THEREFORE, it is mutually agreed as follows:

1. Term:

The term of this Agreement shall commence on October 1, 2017 regardless of the dates set forth below, and shall remain in effect until June 30, 2019. Renewal of the Agreement beyond this term shall be subject to the mutual written approval of Washoe County, by official action of its Board of County Commissioners, and by Sierra County, in accordance with the applicable governing law as set forth above.

2. Services to be provided:

Washoe County will:

- A. Provide physical space (examination room), facilities, and equipment in its facilities to perform adolescent, adult and child victim sexual assault forensic examinations as requested.

Interlocal Agreement between Sierra County, CA and Washoe County, NV

18-0010

- B. Provide qualified Sexual Assault Nurse Examiners (SANE) to perform adolescent, adult and child victim sexual assault forensic examinations as requested by Sierra County Sheriff's Office.
- C. Be responsible for maintaining and ensuring the qualifications and clinical competency of SANE for adolescent, adult and child victim sexual assault forensic examinations.
- D. Maintain medical malpractice insurance.
- E. Maintain standard internal operating policies and procedures for responding to and handling CARES and SART cases.
- F. Use the California Department of Justice "Victim Sexual Assault Evidence Kit" for forensic evidence collection.
- G. Use the State of California Governor's Office of Emergency Services (OES) Forensic Medical Report Forms: OES 923 (Acute Adult/Adolescent Sexual Assault Examination), OES 925 (Non-Acute Child/Adolescent Sexual Assault Examination), and OES 930 (Acute Child/Adolescent Sexual Assault Examination) to record medical and forensic interview information and findings. This report form shall be provided to the authorizing officer/deputy or his or her designee upon being completed by the SANE.
- H. Accept the appropriate written, telephone, or electrical authorization for performance of sexual assault forensic examinations from Sierra County Sheriff's Office.
- I. Provide all evidence recovered during the examination, including the SART kit and photographs, along with the original OES forms, to the agency authorizing the examination upon the agency's request without requiring a subpoena to obtain these items.
- J. Provide a victim advocate to the child, adolescent and adult victims during the examination upon request of the victim if one is unavailable from Sierra County.
- K. Test for HIV, Syphilis, and other Sexually Transmitted Infections (diseases), treat for Gonorrhea, Chlamydia, and Syphilis and offer emergency contraception and prevention information to the victim/family.
- L. The SANE shall cooperate with the Sierra County District Attorney in coordinating any subpoena request for witness testimony.

3. Compensation:

Washoe County shall be compensated for Adult or Child Sexual Assault Forensic Examination: \$500 per exam. Fee billed to and paid by the authorizing law enforcement agency.

Expert Witness Testimony Fee: The \$300 for the first hour of any testimony and \$100 per hour for subsequent hours. The SAME/SANE will be paid roundtrip mileage at the current IRS rate. The SAME/SANE will bill the Sierra County District Attorney's Office for these fees. The Sierra County District Attorney's Office will pay the SAME/SANE.

Billings for services shall be sent directly to the law enforcement agency authorizing the forensic examination at the addresses listed below:

Sierra County Sheriff's Office
100 Courthouse Square
PO Box 66
Downieville, CA 95936

Invoices shall be paid by the authorizing agency within 30 days of receipt.

Payment shall be made to:

Washoe County District Attorney's Office
CARES/SART Program
Post Office Box 11130
Reno, NV 89520

4. Fiscal Contingencies:

The parties to this Agreement recognize and acknowledge that the Sierra County District Attorney's Office and the Sierra County Sheriff's Office are Offices of County of Sierra, a political subdivision of the State of California. Sierra County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products; equipment or services not budgeted in a given fiscal year. It is further understood that Sierra County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year. Notwithstanding any other provision of this Agreement to the contrary, Sierra County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject

Interlocal Agreement between Sierra County, CA and Washoe County, NV

herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such termination, which will be no earlier than thirty (30) days after the date of the termination notice, this Agreement shall be and Sierra County released from any further liability hereunder, subject to payment for services performed and deliverables provided prior to the effectiveness of such termination. In addition to the above, should the Sierra County Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for the Sierra County District Attorney's Office or the Sierra County Sheriff's Office, this Agreement may be canceled upon 30 days written notice, subject to payment for services performed provided prior to cancellation. Notice of cancellation shall be given to the addresses set forth in paragraph 3 above.

5. Parties as Independent Contractors:

In engaging in the activities described hereunder, the parties and their officers and employees are acting in an independent capacity and not as employees or agents of each other.

6. Indemnification, Waiver of Immunity and Insurance:

To the extent permitted by law, each party shall defend, indemnify and hold the other parties harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, employees and the public, or damage to property, which are claimed to or in any way arise out of or are connected with the services, operations, performance or other acts or omissions of such party hereunder, regardless of the existence or degree of fault or negligence on the part of the other party, its subcontractors and employee(s) or any of these, except for the sole or active negligence of such other party, its officers and employees, or as expressly prescribed by statute.

Each party acknowledges that by virtue of the activities performed in the jurisdiction of the other parties pursuant to this Interlocal Agreement, it may subject itself to suit in the courts of the other state, and that in such a suit, the immunities and defenses of its own state, including any limitation on damages, may not apply.

Pursuant to sections 287.010(1)(c) and 616B.300 of the Nevada Revised Statutes, Washoe County, its officers and employees are self-insured for all purposes, including but not limited to, workman's compensation, health benefits and liability.

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County of Sierra is exempt from insurance requirements of the State of California and is legally self-insured. Sierra County employees are covered by primary workers' compensation coverage through a pooled retention.

7. Confidentiality:

All parties shall comply with California Welfare and Institutions Code and Health Insurance Portability and Accountability Act requirements regarding confidentiality of patient information and the applicable provisions of chapters 441A and 629 of the Nevada Revised Statutes, as well as any other pertinent provision of Nevada law, while the records generated under this Agreement are located in Nevada. Additionally, the XYZ County SART, and Northern Nevada CARES/SART policy on patient confidentiality will be strictly adhered to.

8. Authority:

The California agents executing this agreement on behalf of their respective agencies personally warrant that they have full authority to enter into this agreement on behalf of the entity for which they are signing, and that said agency is legally bound to the agreement by their signature hereto.

9. Amendment:

This Interlocal Agreement may be amended or modified only by written, fully executed agreement of all parties ratified in accordance with the governing law of the jurisdiction.

10. Termination:

Any party may withdraw from this Interlocal Agreement, for any reason, by providing thirty (30) days written notice to all other parties to the Agreement at the addresses set forth in paragraph 3 above.

11. Sole Agreement:

This Interlocal Agreement contains all the commitments and agreements of the parties, supersedes any prior agreement of the parties, and oral or written commitments not contained herein shall have no force or effect to alter any term or condition of this Agreement, unless modified in accordance with paragraph 9 above.

IN WITNESS WHEREOF, the parties have set their hands with the intent to be bound.

WASHOE COUNTY

Marsha Berkbigler
Signature
Marsha Berkbigler
~~Bob Lucey~~
Printed Name

1-9-18
Date
Chair,
Board of County Commissioners
Title

SIERRA COUNTY SHERIFF

Tim Standley
Signature
Tim Standley
Printed Name

11/02/2017
Date
Sheriff
Title

SIERRA SAFE PROGRAM

Suzanne Shelton
Signature
Suzanne Shelton
Printed Name

11/2/2017
Date
Program Manager
Title

UNITED STATES DEPARTMENT OF THE INTERIOR
U.S. FISH AND WILDLIFE SERVICE

AGREEMENT FOR THE DONATION OF LANDS

This Agreement for the Donation of Lands (“Agreement”) is dated _____, 2018, and is between Washoe County, a political subdivision of the State of Nevada (“County”), and the United States of America, acting through the Secretary of the Interior or her authorized representative (“United States”). The property donated under this Agreement shall benefit the United States Fish and Wildlife Service, an agency of the United States (“U.S. Fish and Wildlife Service”).

The United States owns and, through the U.S. Fish and Wildlife Service, manages and preserves the Sheldon National Wildlife Refuge.

The County owns property in the midst of the Sheldon National Wildlife Refuge (“Property”).

Under NRS 277.050 and NRS 277.053, a governing body of a political subdivision may convey real property to another government entity or an agency of that entity without charge if the property is to be used for a public purpose.

Based on NRS 277.050 and NRS 277.053, the County, through its Board of County Commissioners, wants to donate the Property to the United States to be incorporated into the Sheldon National Wildlife Refuge.

The parties therefore agree as follows:

1. The County shall donate to the United States the County’s fee simple interest in the Property, which is situate and lying in the County of Washoe, State of Nevada, containing 40 acres, more or less, and described as follows:

Township 44 North, Range 23 East, Mount Diablo Base and Meridian,
Section 7: S1/2 S1/2 NE1/4

The County’s donation to the United States includes all of the County’s personal property, water, access, mineral, and other rights connected to the Property, and any of the County’s easements and appurtenances on the Property.

2. County states that no tenant is, or entitled to be, on the Property. Even so, County waives any right to receive just compensation under the Uniform Relocation Assistance and real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601, et seq.).
3. County states that it has full right, power, and authority to convey, and that it will convey to the United States its fee simple title to the Property free, clear, and unencumbered, except for any existing recorded easements or reservations.

18-0018

4. The County further agrees not to do, or suffer others to do, any act by which the value or title to the Property may be diminished or encumbered. It is further agreed that any loss or damage occurring prior to the vesting of satisfactory title in the United States by reason of the unauthorized cutting or removal of products therefrom, or because of fire, shall be borne by the County. In the event any such loss or damage occurs, the United States may refuse, without liability, to accept conveyance of the Property.
5. The County further agrees that during the period covered by this Agreement, officers and accredited agents and assigns of the United States shall have at all proper times the unrestricted right and privilege to enter upon the Property for all proper and lawful purposes, including examination of the Property and the resources upon it.
6. The County will execute and deliver into escrow upon demand of the proper officials and agents of the United States a good and sufficient deed conveying to the United States safe title to the Property, improvements, and other interests of such character as to be satisfactory to the Attorney General of the United States, and said deed shall provide that the use, occupation, and operation of the rights-of-way, easements, and reservations retained therein, shall be subordinate to and subject to such rules and regulations as may be prescribed by the Secretary of the Interior governing the use, occupation, protection and administration of areas under and in compliance with the Endangered Species Act of 1973 (16 U.S.C. 1531-1544).
7. The United States agrees that it will accept donation of said fee simple interest, improvements, and other interests, the acreage to be ascertained by a survey to be made at the option and expense of the United States after reasonable notice to the County, and according to standard methods and procedures, or by recourse to the records of the Bureau of Land Management, or by both; and it further agrees that, after the preparation, execution, delivery, and recordation of the deed at no cost to the County, and after the Attorney General shall have approved the title thus vested in the United States, it will inform the County of such acceptance. The expenses of the County for recording fees, revenue stamps, transfer taxes, and similar expenses incidental to the conveyance of the Property; and any amount paid as a penalty cost for prepayment of any preexisting recorded mortgage entered into in good faith, encumbering the Property; as well as the pro rata share of the prepaid real property taxes allocable to the period subsequent to the vesting of title in the United States, or the effective date of possession of such the Property by the same, whichever is earlier; shall be subject to reimbursement as provided in Section 303 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (codified at 42 U.S. 4653, as amended). Full possession and use of the premises shall pass to the United States as of the date of recordation subject only to the reservations stated in section 3 above.
8. On accepting the Property, the United States shall incorporate the Property into the Sheldon National Wildlife Refuge.
9. It is understood and agreed that if the Secretary of the Interior determines that the title to the Property or any part thereof should be acquired by the United States by judicial proceedings, either to procure a safe title, or when it is in the public interest, to take

immediate possession, or for any other reason, then the compensation to be claimed by the owners and the award to be made for the Property in said proceedings shall be upon the basis of the conveyance herein provided.

10. It is mutually agreed that an abstract, certificate of title, or other evidence of title to the Property, satisfactory to the Attorney General, will be obtained by the United States at its expense.
11. It is mutually understood and agreed that this Agreement shall not be assigned in whole or in part without the consent in writing of the United States.
12. It is further mutually agreed that no Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such incorporation or company.
13. It shall be the obligation of the County to pay all taxes outstanding as liens at the date title vests of record in the United States, whether or not such taxes and assessments are then due and payable.
14. It is mutually understood and agreed that notice of acceptance of this agreement shall be mailed to the County at the following address:

**Director
Washoe County Community Services Department
P.O. Box 11130
Reno, NV 89520**

and shall be effective upon the date of mailing and shall be binding upon the County, except as such obligations may be affected by the provisions of paragraph 7 of this Agreement.

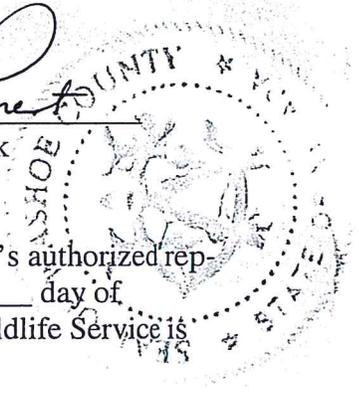
IN WITNESS WHEREOF, the County has hereunto signed its name and affixed its seal on the day first above written. The County hereby grants unto the United States by and through the Secretary of the Interior or her authorized representative, or any other officer or agency of the United States authorized to accept said lands and personal property, the option and right to enter into this Agreement within 24 months from the date of this Agreement, and to accept the property as herein provided.

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

Mark Berthiger
Chair
Washoe County Commission

ATTEST:

Nancy L. Parent
Nancy Parent, County Clerk



The Secretary of the Interior (Secretary), acting by and through the Secretary's authorized representative has executed this agreement on behalf of the United States this ____ day of _____, 20___. Acceptance of this Agreement by the Fish and Wildlife Service is subject to:

An approved, final, Pre-Acquisition Contaminant Survey documenting the land to be in an environmental condition acceptable to the U.S. Fish and Wildlife Service (Service).

THE UNITED STATES OF AMERICA

By: _____
Regional Director
U.S. FISH AND WILDLIFE SERVICE

**UNITED STATES DEPARTMENT OF THE INTERIOR
FISH AND WILDLIFE SERVICE
PACIFIC REGION**

APN: 061-110-09

When Recorded Return to:
United States Department of the Interior,
Fish and Wildlife Service, Pacific Region
Attn: Jonathan Bloomfield, Senior Realty Specialist,
Lands Division, 911 NE 11th Ave., Portland, OR 97232

With copy to:
Washoe County Community Services Dept.
P.O. Box 11130, Reno NV 89520

Mail Tax Statement to Grantee

Notice: Per NRS 239B.030, this document does not contain personal information as defined in NRS 603A.040

GRANT DEED

Grantor: Washoe County, a political subdivision of the State of Nevada
Community Services Department
1001 East 9th Street
Reno, NV 89512

Grantee: United States Department of the Interior, Fish and Wildlife Service,
Pacific Region
911 NE 11th Ave.
Portland, OR 97232

RECITALS

WHEREAS, Washoe County (“Grantor”), through Washoe County Regional Parks and Open Space, owns as open space under NRS 361A.040, the real property at Washoe County Assessor’s Parcel Number 061-110-09, commonly known as the Cedarville Road Open Space (the “Property”). The Property is further described in Exhibit A to this deed;

WHEREAS, Grantor acquired the Property at a Washoe County Assessor delinquent-property-tax auction;

WHEREAS, the Property is a landlocked parcel in the middle of the Sheldon National Wildlife Refuge;

WHEREAS, the United States owns and, through the United States Department of the Interior, U.S. Fish and Wildlife Service ("Grantee"), manages and preserves the Sheldon National Wildlife Refuge;

WHEREAS, Grantor desires to donate the Property to Grantee to be incorporated into the Sheldon National Wildlife Refuge; and

WHEREAS, Grantee wants to incorporate the Property into the Sheldon National Wildlife Refuge;

NOW, THEREFORE:

WITNESSETH:

That Grantor hereby grants, to Grantee and to its successors and assigns forever, all that certain real property situate in the County of Washoe, State of Nevada, more particularly described in Exhibit A to this deed to incorporate in the Sheldon National Wildlife Refuge.

TOGETHER WITH the following: all of Grantor's (1) personal property, water, access, mineral, and other rights connected to the Property, if any, (2) easements and appurtenances on the Property, if any; (3) the tenements and hereditaments connected to the Property, if any; and (4) the reversion and reversions, remainder and remainders, rents, issues, and profits therefor, if any.

TO HAVE AND TO HOLD the said premise unto said Grantee and to its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has executed this conveyance the day and year first herein written.

Executed this 9th day of January, 2018.

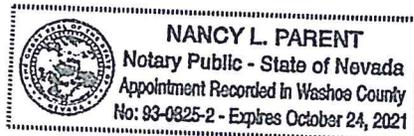
Marsha Berkbigler
Chair,
Washoe County Commission

STATE OF NEVADA

COUNTY OF WASHOE

This instrument was acknowledged before me on January 9, 2018, by Marsha Berkbigler, Chair, Washoe County Commission

Nancy L. Parent
Notary Public
My Commission Expires: Oct 24, 2021



ACCEPTANCE

I, _____, certify by signing below that United States Department of the Interior, U.S. Fish and Wildlife Service accepts the above deed by and between, Washoe County, as grantor, and United States Department of the Interior, Fish and Wildlife Service, as grantee, conveying title to all that certain real property situate in the County of Washoe, State of Nevada, more particularly above.

THE UNITED STATES OF AMERICA

By: _____
Regional Director
U.S. FISH AND WILDLIFE SERVICE

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on _____, 2018, by
_____.

Notary Public
My Commission Expires: _____

INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

DEPARTMENT OF HEALTH AND HUMAN SERVICES
Division of Health Care Financing and Policy (DHCFP)
1100 East William Street
Carson City, Nevada 89701
(775) 684-3636

And

DEPARTMENT OF HEALTH AND HUMAN SERVICES
Division of Welfare and Supportive Services (DWSS)
1470 College Parkway
Carson City, Nevada 89706
(775) 684-0650

And

WASHOE COUNTY
PO Box 11130
Reno, Nevada 89520
(775) 337-4506

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 of Washoe County (the County), and the Division of Welfare and Supportive Services (DWSS) hereinafter set forth are both necessary to the Division of Health Care Financing and Policy (DHCFP) 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 retroactively from July 1, 2017 to June 30, 2019, 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 90 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

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either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason federal and/or State Legislature 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: SCOPE OF WORK

7. CONSIDERATION. The County agrees to pay the DHC FP for the services set forth in paragraph (6) at a cost not to exceed \$0.00 (zero dollars and zero cents) each year for the contract term. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

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 State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal 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 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, the County 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 a minimum 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. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for attorneys.

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. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.

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 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 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

Marsha Berkbigler 11/9/18
Bob Lucey Marsha Berkbigler Date Commission Chair, Washoe County Title

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF WELFARE AND SUPPORTIVE SERVICES

Steve H. Fisher Date Administrator, DWSS Title

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF HEALTH CARE FINANCING AND POLICY

Karen Salm Date Chief Financial Officer, DHCFP Title

Marta Jensen Date Acting Administrator, DHCFP Title

Richard Whitley Date Director, DHHS Title

Signature - Nevada State Board of Examiners
Approved as to form by: On _____ (Date)

On _____ (Date)
Deputy Attorney General for Attorney General, State of Nevada

ATTACHMENT A
COUNTY MATCH
SCOPE OF WORK

A. PURPOSE AND OBJECTIVES:

The Department of Health and Human Services is the designated “single State agency” responsible for medical assistance provided in Nevada under authority of Title XIX of the Social Security Act. The Division of Welfare and Supportive Services (DWSS) and the Division of Health Care Financing and Policy (DHCFP) are responsible for implementing the State Plan under Title XIX, pursuant to Title 42, Chapter IV, Subchapter C of the Code of Federal Regulations, and Chapter 422 of Nevada Revised Statutes (NRS).

This Interlocal Agreement authorizes the Division of Welfare and Supportive Services and the Division of Health Care Financing and Policy to provide the administrative services necessary to implement the program of medical assistance to individuals who meet financial and medical eligibility criteria as defined below and the County to provide the non-federal share to DHCFP for medical, administrative and transactions costs incurred as a result of this medical assistance program.

B. THE DIVISION OF WELFARE AND SUPPORTIVE SERVICES (DWSS) AGREES:

1. To determine Medicaid eligibility based on criteria established and set forth in the Division’s Title XIX State Plan and related policies and procedures. The criteria DWSS uses to determine eligibility includes a percentage of the Supplemental Security Income Federal Benefit Rate (SSI/FBR) prescribed annually by the Director. Eligible Medicaid recipients covered by this contract meet institutional level of care criteria and are provided with either institutional or community –based waiver services.
2. To determine county of residence in accordance with NRS 428.020. Disputes concerning county of residence will be referred by the disputing county to the Nevada Association of Counties (NACO), which, it is specifically agreed has authority to issue a final decision;
3. To provide a copy of newly approved applications, either by paper or an electronic PDF document, or provide electronic access to the necessary eligibility information the County may need.
4. To provide the Division of Welfare and Supportive Services’ hearing process to those individuals or their guardians/authorized representatives who disagree with the eligibility determination.

C. THE DIVISION OF HEALTH CARE FINANCING AND POLICY (DHCFP) AGREES;

1. To process claims for medical services through the Medicaid fiscal agent;
2. To reimburse qualified providers for services covered in the Medicaid State Plan at the same rate as for all Medicaid patients;
3. To resolve provider inquiries and complaints regarding reimbursement;
4. To process patient liability for hospital and/or nursing home costs as determined by DWSS and to apply cost avoidance claims processing procedures when third party liability has been established;

5. To invoice the County retrospectively, on a monthly basis for the non federal share of Medicaid costs, based on actual expenditures as determined by the criteria established and set forth in the Division's Title XIX State Plan and related policies and procedures.
6. To send monthly itemized reports to the County that include the names of eligible county patients, dates of service, dates of payment, and total dollar amount of all payments made to Medicaid. The monthly reports will reflect all credits or debits as a result of claim adjustments by the fiscal agent and medical services credits including Medicaid Estate Recovery (MER) and Medicaid QIT Recoveries, which will be calculated and applied against the amount owed for the month.
7. To determine the amount owed by each county for the non-federal share of Medicaid costs, including medical claims payments, Medicare Part B premiums, Medicare Part D payments, and administrative costs. Administrative costs include, but are not limited to, the cost for staffing, processing claims, institutional audits, and mainframe computer use. Administrative costs will be re-determined each fiscal year based on negotiation with the fiscal agent and Division of Welfare and Supportive Services studies. The DHCFP will notify the County of the administrative cost per case at the beginning of each fiscal year and provide the County with the methodology used to determine the Administrative costs;

To determine the amount of cash reserve to be paid in advance by the County for the non federal share of Medicaid costs. This reserve will be determined by projecting the monthly average expenditures based on the previous fiscal years actual expenditures. The cash reserve will be applied to the June actual expenditures. If a shortfall in the June expenditures exists, DHCFP will bill the County to receive the additional funds prior to the end of the fiscal year. If a surplus exists, it will be applied to the following fiscal year, unless otherwise requested.

D. THE COUNTY AGREES:

1. To accept DWSS's criteria for Medicaid eligibility;
2. To allow eligibility disputes to be appealed through DWSS's hearing process by the applicant or authorized representative/guardian;
3. To refer disputes concerning county of residence to NACO whose decision will be final. The disputing county originally billed is responsible for payment of claims until the dispute is resolved at which time NACO will issue a written determination to notify the counties involved in the dispute and to notify DHCFP to make adjusting entries;
4. To accept and abide by DHCFP's determination of medically necessary services;
5. That eligible recipients, pursuant to this Agreement, will be entitled to receive the full range of medical services contained in the Nevada Medicaid Program State Plan;
6. No state appropriation is available to fund this program. From the time of billing, county funds must be paid within thirty (30) calendar days to be used as the non-federal share of costs;
7. Payments made by the County shall be derived from general county tax revenues or other general revenues of the County, per 42 C.F.R. 433.51 and in accordance with NRS Chapter 428.
8. To pay, up front a reserve balance to the DHCFP which will be determined by the DHCFP based on a monthly average of the previous state fiscal year. The County will pay an amount determined by DHCFP within thirty (30) working days of receipt of the notice.

E. ALL PARTIES AGREE:

1. It is specifically understood this Agreement is designed to expand Medicaid income eligibility criteria to include those individuals whose net countable income is specified above in B.1, including Medicaid receiving institutional and community-based (waiver) services. It is further specifically understood that the non-federal share of Medicaid expenditures for those qualifying individuals will be paid by the County;
2. It is specifically understood by all parties that Medicaid eligibility can only be determined to be effective no earlier than three (3) months before the month of application;
3. This Agreement will automatically terminate in the event federal funding is not available.
4. For those Counties with a population above 100,000, the billable amount for the "New Population" as determined by 2011 SB485 will be capped at the legislatively approved budget amount. The "Original Population" will be invoiced based on actual expenditures.
5. For all Counties with a population below 100,000, the billable amount for the "New Population" as determined by 2011 SB485 will be capped at the legislatively approved budget amount. The total billable amount for both populations will not exceed the eight (8) cent cap as established by NRS 428.285.