

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

TUESDAY

10:00 A.M.

OCTOBER 9, 2018

PRESENT:

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

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

ABSENT:

Bob Lucey, Commissioner

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

18-0733 AGENDA ITEM 3 Public Comment.

Ms. Tammy Holt-Still displayed documents, copies of which were placed on file with the Clerk. She indicated the County was served with a request for judicial review regarding the Prado Ranch development. She expressed concern about development happening in a flood plain and asked the Board to listen to its residents. She alleged the County would be responsible if residents in that area were flooded and the Board should consider future lawsuits.

Ms. Cassidy Setser, resident of Sun Valley, said a petition was filed about dumping on a road in Sun Valley. She claimed someone was accepting cash payments to use the road as a dump and homeless people were living in vehicles in the area. She mentioned the petition had over 100 signatures, though she acknowledged the road was privately owned. She was not sure whether the heirs who were deeded the property even knew they owned it. She asked for the item to be put on the next agenda.

Mr. Jay Hampton stated he owned a piece of property just off of Quartz Lane and said the property referenced by Ms. Setser was becoming dangerous. He said since the County rescinded the deed on that property, all agencies claimed they could not do anything about the problem. He suggested the Board rescind the original rescission and clean up the property. He asked for the topic to be placed on an agenda for consideration.

Ms. Tonja Brown read a letter written by Annemarie Grant about the death of her brother Thomas Purdy. She alleged Mr. Purdy was hogtied for 40 minutes and then smothered; this was one of three homicides that took place at the jail in one year. She cited Nevada Revised Statute (NRS) 241.035 and said the substance of her remarks should have been included in the minutes. She acknowledged Assistant District Attorney Paul Lipparelli's interpretation of the NRS was that electronically-submitted communication did not constitute remarks made to the Commission. She expressed concern about people who were unable to attend meetings because of mental or physical disabilities. She requested the substance of her remarks be included in the minutes and the documents submitted be visible to all. Ms. Brown did not submit any documentation for inclusion in the minutes. County Clerk Nancy Parent indicated Ms. Grant had emailed those comments to her and she would include them in the record.

Mr. Michael Pitkin introduced himself as a homosexual, HIV-positive Satanist and said he advocated for morality reform in the Code through acts of compromise. He said opioid campaign ads from the County and the Governor's Office were not mandated and did not address patient under-treatment. He remarked the Health Insurance Portability and Accountability Act of 1996 did not protect against leaks to law enforcement and drug treatment medical records could legally be used to incarcerate people. He felt all drugs should be legalized and managed by the government, and he advocated for safer injection facilities. He claimed he was undertreated because of political and religious bias. He provided a document which was placed on file with the Clerk.

Mr. Donald Fossum expressed gratitude for the senior dance programs supported by the County. He discovered many extra people were being registered to his home on their voter registrations and he could conceivably be outvoted four to one. None of these had prior residency at that address and he was not the type of person to encourage this practice.

Mr. Levi Hooper, an advocate for the homeless, reminded citizens homeless people could die in the winter. He asked the Board for help and requested clothing donations for a family from Arizona. He praised the decision to place public comment first on the agenda. He mentioned a woman in midtown was kicked out of her apartment for renovations and by the time she returned her rent had increased from \$560 a month to \$1,000. He expressed concern about crime in the midtown area.

Mr. Sam Dehne spoke about a vote on a water pipeline for the Tahoe-Reno Industrial Center, the decision to place public comment first on the agenda, and President of the Economic Development Authority of Western Nevada Mike Kazmierski.

Ms. Katherine Snedigar stated volunteer firefighters were not allowed to leave their truck during a recent fire and claimed the administrator for the volunteer fire department confirmed her comments. She expressed frustration about communication to citizens about development projects and asked how many subdivisions in the state were

based on surface water. She said there would only be one discussion on a certain proposed development. She remarked a developer was building three houses then waiting before building three more as a way of bypassing the system.

Ms. Kathie Cook, a realtor in Sun Valley, said one of her clients asked her to attend the meeting. The client had three properties in neighborhood commercial zoned areas where no homes could be placed and he received notice the topic would be considered on this agenda. The client asked Ms. Cook to point out he constructed the properties to the requirements in place at the time with proper permits, but they were difficult to sell. She said the client hoped the change to the Master Plan would be approved.

Ms. Parent said she would place comments received from Annemarie Grant on the record.

18-0734 **AGENDA ITEM 4** Appearance: Mike Kazmierski, President and CEO Economic Development Authority of Western Nevada (EDAWN). Presentation and annual update.

President and Chief Executive Officer of the Economic Development Authority of Western Nevada (EDAWN) Mike Kazmierski thanked the County for its support, from the Chair's attendance at its meetings to the Commissioners' involvement at EDAWN events. He noted County Manager John Slaughter was on EDAWN's executive committee and involved in its day to day activities. He said it was a community effort to grow the economy in a smart way.

Mr. Kazmierski conducted a PowerPoint presentation and reviewed slides with the following titles: What Does EDAWN Do?; Updated Economic Development Stool; Prospect Visits Per Month; EDAWN Assisted New Jobs 2007-2017; 2017-2018 Washoe County Projects (2 slides); Available Workforce Almost Gone; It's Not Slowing Down!; This is Not a Bubble; Average Wages of EDAWN Projects; 2018 Attraction Priorities; Are We Growing Too Fast?; 130 Companies Located FY 2013-2017; EDAWN's Goals – Retention/Expansion; Retention-Expansion-Workforce; Workforce Development Activities (2 slides); Entrepreneurial Successes in 2017; Programs We Support; Examples of Companies We Help; Community Development Initiatives; Regional Public/Private Partners; and Questions.

Mr. Kazmierski said the main purpose of EDAWN was attracting high-paying jobs for the present and the future. Additionally they focused on helping companies retain employees and grow, as well as supporting entrepreneurs. He pointed out a great community was needed to be successful. He stated it was not an accident that EDAWN's prospect numbers were down in 2018; EDAWN decreased its marketing efforts, choosing instead to focus on smaller, high-wage companies. He remarked it was important to upgrade the scales of existing industries so people could get better jobs to help with higher rents. The dip in assisted jobs in 2017-18 was due to EDAWN encouraging companies who were not paying \$20 an hour to go elsewhere.

Mr. Kazmierski explained New Deantronics was not only a manufacturing facility but a medical device manufacturer with a research and development component and an incubator. He said the area was continuing to gain and lose jobs so bringing in higher-paying jobs would benefit everyone. He noted some prospective companies were getting close to a decision and, while the job totals were smaller than in the past, EDAWN was targeting companies that would produce 100-200 high-paying jobs. He said the area was an advanced manufacturing hub, which would create jobs paying between \$60,000 and \$80,000 a year.

Mr. Kazmierski said in 2014 they projected the creation of 50,000 jobs in five years; that was expected to occur by the end of 2018. Additionally, based on current trends the tapering off of job growth would likely not be as significant as projected. He commented EDAWN prioritized attracting jobs in advanced manufacturing, robotics, software development, and coding. He clarified growth was in line with historical trends; it seemed more dramatic because it followed the recession.

Mr. Kazmierski said EDAWN supported companies to retain employees and worked with them on workforce development, attraction, and other concerns. EDAWN worked with State and local education institutions on training and increasing funding for workforce development. He mentioned a story about an entrepreneurial success in the area and added most entrepreneurial jobs were in technology.

Mr. Kazmierski said the school infrastructure initiative was important because the average school in the area was fifty years old and there was no funding to repair or maintain them. Area schools would now be state-of-the-art facilities because of that initiative. He said supporting the arts and culture community was undervalued even though it was attractive to companies who were considering the region. Regarding regional flood control, he cited a study which concluded it would cost the area \$2.5 billion to repair the amount of damage that occurred in 1997 but it would only cost the community \$200 million to fix it forever. He felt this year's Washoe County Question 1 would be an inexpensive solution to an expensive problem.

18-0735 **AGENDA ITEM 5** Announcements/Reports.

County Manager John Slaughter noted Agenda Item 19 would be pulled as there was no need for a closed session for labor discussions.

Commissioner Herman asked that the County have fair sales of properties that became available because of death or failure to pay taxes so those properties would go back into the private sector. This would put them back on the tax rolls which would help the County. She stated the Quartz Lane issue needed to be addressed because emergency vehicles and fire engines could not get through that area. She remarked Citizen Advisory Board meetings needed to happen regularly because people could not take time off to speak at Board of County Commissioner meetings.

Chair Berkbigler clarified Commissioner Herman's comments about property sales related to Agenda Item 6E.

Commissioner Hartung provided an update that the traffic signal at Calle De La Plata and Pyramid Highway was nearly complete. He announced the next part of the project would be an acceleration lane from Sha Neva Road to West Calle De La Plata. The companies Martin Marietta and Pyramid Materials agreed to enter into a public-private partnership and would supply the materials. He stated this would make the area much safer.

Commissioner Jung said she attended the new Division of Motor Vehicles groundbreaking event and added Governor Sandoval remarked the south Reno area had become the center of Reno. She mentioned Clark/Sullivan Construction was the builder and they were part of the Conscious Capitalism movement. She congratulated Commissioner Hartung for his part in getting the Calle De La Plata traffic signal completed. She asked for staff to look into the voter squatting issue referenced during public comment. She asked whether the County had a post office box for homeless people to use in order to vote. She wanted to make sure every vote counted but also wanted the process to be transparent. She announced she would attend a Nevada Works meeting on October 12.

Commissioner Jung indicated she had been dealing with the Quartz Lane problem since she first got into office but ran into an issue because it was private property. She thought there might be funds through the Sun Valley General Improvement District to perform a cleanup of the area and suggested posting signs or having the Sheriff's Office impose fines. She requested staff either place the item on a future agenda or brief the entire Board about possible action.

County Clerk Nancy Parent noted the Clerk's Office received a complaint from property owners in the Quartz Lane area and Nevada Revised Statute required her to bring the item to the Board of County Commissioners. She said she was working to get the item placed on an agenda, adding it had to be achieved within 30 to 40 days.

Chair Berkbigler thought it was an area of great concern, specifically the fire risk caused by the problem. She wanted to see the item quickly. She pointed out Assistant County Manager Kate Thomas spoke with the gentleman who had concerns about voters using his mailing address. Mr. Slaughter said he already sent information to Registrar of Voters Deanna Spikula and added the Board could request a presentation about preparations and other issues. Chair Berkbigler expressed concern that multiple voters voting from the same address could result in the actual resident's vote not counting. Mr. Slaughter said they would arrange to have Ms. Spikula make a presentation before the Board at the October 23 meeting.

Commissioner Hartung wondered how the County verified the legitimacy of voters' addresses when multiple people were registered at the same address. He mentioned there would be a question on the ballot about the Division of Motor Vehicles registering citizens to vote and verifying their addresses.

Commissioner Herman said she had received mail for several people and one lady she researched had five different addresses in the County. She wondered how many times that woman had voted. Chair Berkgigler thought that issue had been addressed the last time Commissioner Herman brought it up.

Commissioner Jung promoted a series of open houses that would be held by the Truckee Meadows Fire Protection District on October 13. She listed the event locations and prizes that would be given away, including an ash can. Commissioner Hartung commented ash cans were free to any County resident who requested one.

Chair Berkgigler expressed concern about an allegation made during public comment of a developer building three homes, then pausing, then building more homes as a way of sidestepping the rules. County Manager John Slaughter indicated staff was already working on the issue.

CONSENT AGENDA ITEMS – 6A1 THROUGH 6F

- 18-0736** **6A1** Approval of minutes for the Board of County Commissioners' regular meeting of August 28, 2018. Clerk. (All Commission Districts.)

- 18-0737** **6A2** Acknowledge the communications and reports received by the Clerk on behalf of the Board of County Commissioners. Clerk. (All Commission Districts)

- 18-0738** **6B** Approve the Independent Contractor Agreement with Frankie Lemus, a Sole Proprietor, to provide Needs Assessment Support Services in the amount of [\$104,000], retroactive July 1, 2018 to June 30, 2019, and authorize the Purchasing and Contracts Manager to execute the agreement. Human Services Agency. (All Commission Districts.)

- 18-0739** **6C** Approve authorization for the Sheriff's Office to sign Security Agreements between construction companies and the County of Washoe on behalf of Washoe County Sheriff's Office to provide uniformed Deputy Sheriffs for law enforcement presence at construction sites along highways and roadways for the retroactive period of August 15, 2018 through June 30, 2019. Sheriff. (All Commission Districts.)

- 18-0740** **6D** Approve the reimbursement of travel and training related to public safety training courses and conferences approved by the 911 Committee for each of the primary Public Safety Answering Points (PSAPs) of the City of Reno, the City of Sparks and Washoe County in an amount not to exceed [\$55,000] for travel and not to exceed [\$45,000] for seminars and meetings for Fiscal Year 2018-2019. Total expenditures not to exceed [\$100,000] to be funded within the adopted Enhanced 911 Fund operating budget. Technology Services. (All Commission Districts.)
- 18-0741** **6E** Authorize Washoe County Treasurer to auction all delinquent lands held in trust for a total amount not less than the amount of the taxes, costs, penalties and interest legally chargeable against the property with the exception of those parcels listed on Exhibit “A” and approve and execute the Resolution Authorizing the Washoe County Treasurer to Transfer to Other Governmental Entities, Real Property held in Trust Due to Property Tax Delinquencies and Other Matters Properly Related Thereto. Treasurer. (All Commission Districts.)
- 18-0742** **6F** Appointment of Kate Thomas, Assistant County Manager as Interim Public Guardian following the October 5, 2018 retirement of Susan DeBoer. Manager. (All Commission Districts.)

County Manager John Slaughter noted the City of Reno requested that one of the parcels in Agenda Item 6E that was previously set aside for them be placed back on the list. He indicated the parcel number was 162-082-02. Addressing a comment made earlier by Commissioner Herman, Mr. Slaughter said only four of the 102 parcels listed were being requested by public agencies for public use, two for open space and two for street use by the City of Reno.

Commissioner Hartung asked when the Public Guardian position would come before the Board. Mr. Slaughter responded Kate Thomas would be appointed the interim Public Guardian since Susan DeBoer retired. He said the recruitment process had begun and at the end of that process the County Manager would make a recommendation to the Board, but he did not have a timetable for that to occur. Commissioner Hartung stated it was an integral position and he hoped to see it filled sooner rather than later. He thanked Ms. Thomas for taking on the responsibility.

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 on a 4-0 vote with Commissioner Lucey absent, it was ordered that Consent Agenda Items 6A through 6F be approved. Any and all Resolutions or Interlocal Agreements pertinent to Consent Agenda Items 6A1 through 6F are attached hereto and made a part of the minutes thereof.

BLOCK VOTE – 7, 9, 11, 12, 13, 14, 15

- 18-0743** **AGENDA ITEM 7** Recommendation to reappoint Mr. James Ainsworth and Ms. Barbara “Bobbi” Lazzarone as regular members to serve on the Washoe County Board of Equalization with a term to expire June 30, 2020 and Ms. Jamie Krahn as an alternate to serve on the Washoe County Board of Equalization with term to expire June 30, 2019. Manager. (All Commission Districts.)

There was no response to the call for public comment.

On motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried on a 4-0 vote with Commissioner Lucey absent, it was ordered that Mr. James Ainsworth and Ms. Barbara “Bobbi” Lazzarone be appointed to serve on the Washoe County Board of Equalization as regular members and Ms. Jamie Krahn be appointed as an alternate.

- 18-0744** **AGENDA ITEM 9** Recommendation to award Washoe County Bid #3049-18 and approve the Mosquito Abatement Products for the Environmental Health Services Division of the Washoe County Health District. On a multiple award basis, (Adapco Inc., Clarke Mosquito Control Products, Valent Biosciences and Rentokil North America), all four (4) responsive, responsible bidders were awarded various bid items based on lowest cost pricing and/or rebates offered. Where prices from bidders were equal, Adapco Inc. was awarded the bid on the basis that they were the only supplier to offer a rebate in their bid documentation. This award recommendation is made on a requirements basis with an [adopted annual base budget of \$231,500]. The term of the award shall be from the date of bid approval through December 31, 2021 with the County retaining the option for a one (1) year extension. Health District. (All Commission Districts)

There was no response to the call for public comment.

On motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried on a 4-0 vote with Commissioner Lucey absent, it was ordered that Agenda Item 9 be awarded and approved.

18-0745 **AGENDA ITEM 11** Request by the County Manager, through the Washoe County Clerk, and pursuant to Washoe County Code (“WCC”) 2.030, to initiate amendments to the Washoe County Code (Chapter 5- Administration and Personnel, Chapter 15- County Finances; Purchasing, and Chapter 65- Safety and Disaster Services) and to direct the County Clerk to submit the request to the District Attorney’s Office for preparation of proposed ordinances in accordance with WCC 2.040. Manager. (All Commission Districts.)

There was no response to the call for public comment.

On motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried on a 4-0 vote with Commissioner Lucey absent, it was ordered that Agenda Item 11 be initiated and directed.

18-0746 **AGENDA ITEM 12** Recommendation to acknowledge the grant awards from the State of Nevada, Administrative Office of the Courts to the Second Judicial District Court, in the amount of [\$180,345], no County match required, to support the Medication-Assisted Treatment Court, and in the amount of [\$50,991], no County match required, to support the Youth Offender Diversion Court, effective retroactively July 1, 2018 through June 30, 2019. No budget adjustments are necessary as this award was anticipated and accounted for during the budget process for fiscal year 2019. District Court. (All Commission Districts)

There was no response to the call for public comment.

On motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried on a 4-0 vote with Commissioner Lucey absent, it was ordered that Agenda Item 12 be acknowledged.

18-0747 **AGENDA ITEM 13** Recommend approval of the reimbursement of costs incurred by the City of Reno, the City of Sparks, and departments of Washoe County for expenses related to and in support of the Enhanced 911 Emergency Response System and approved by the 911 Committee in an amount not to exceed [\$2,945,612] for Fiscal Year 2018-2019 as specified within the adopted Enhanced 911 Fund’s operating budget. Technology Services. (All Commission Districts.)

There was no response to the call for public comment.

On motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried on a 4-0 vote with Commissioner Lucey absent, it was ordered that Agenda Item 13 be approved.

18-0748 **AGENDA ITEM 14** Recommendation to approve the purchase of one 3500 XL Genetic Analyzer from ThermoFisher Scientific at a cost of [\$180,476.85] using \$158,340.00 from the 2016 Capacity Enhancement Backlog Reduction (CEBR) DNA Grant (IO 11362) and \$22,136.85 from the restricted funding set up for DNA offender mandates per NRS 176.0911-0917 (IO 20391) under a sole source purchasing exemption. Sheriff. (All Commission Districts)

Commissioner Hartung noted there was a member of the forensics lab in attendance and he praised the lab for what they did for the community.

There was no response to the call for public comment.

On motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried on a 4-0 vote with Commissioner Lucey absent, it was ordered that Agenda Item 14 be approved.

18-0749 **AGENDA ITEM 15** Recommendation to approve Amendment #4 to the Agreement for Child Protection Facility Operator at the Kids Cottages retroactive July 1, 2018 to February 28, 2019 with Adams and Associates, LLC, in an amount not to exceed [\$1,900,000]; and authorize the Purchasing and Contracts Manager to sign the agreement. Human Services Agency. (All Commission Districts.)

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried on a 4-0 vote with Commissioner Lucey absent, it was ordered that Agenda Item 15 be approved and authorized.

18-0750 **AGENDA ITEM 8** Recommendation to appoint two candidates from a pool of applicants including: Lori Bomberger, Anthony DeMoe, Ray Kabisch, Joe Kircher, and Jim Rhea to fill the two vacant seats on the Washoe County Advisory Board to Manage Wildlife, with a term effective October 10, 2018 through June 30, 2021. Manager. (All Commission Districts.)

The Commissioners each relayed their choices to fill the vacant seats: Commissioner Herman selected Mr. Anthony DeMoe, Commissioner Hartung chose Mr. Ray Kabisch and Mr. Jim Rhea, and Commissioner Jung picked Ms. Lori Bomberger and Mr. DeMoe.

On the call for public comment, Mr. Rex Flowers said he currently served as a Director for The Coalition for Nevada's Wildlife, though he was speaking on his own behalf. He thought the Board needed to consider those individuals who were involved in wildlife and non-governmental organizations (NGOs) involved with wildlife.

He said Washoe County lost all its representation at the State level because there had been no commitment to attend those commission meetings. He recommended Mr. Kabisch, who he said was a member of several NGOs, and Mr. Rhea, who was a longtime sportsman and wildlife advocate.

Chair Berkgigler also chose Mr. Kabisch. She pointed out Mr. Kabisch had two votes, as did Mr. DeMoe. She felt those two should be selected because they had the most votes.

Commissioner Hartung admitted he only researched the candidates and spoke to others who were involved. He selected his two candidates based on discussions with people. He asked the Commission not to overlook his selections and to choose people who they could be sure would stay involved.

Commissioner Jung said she reached her decision based on the applications received. She pointed out Mr. Rhea and Mr. Kabisch were nominated by the board itself, so choosing Mr. DeMoe and Mr. Kabisch would make one selection the Board nominated and one from the outside.

Commissioner Hartung asked whether they should vote for each member individually. Deputy District Attorney Paul Lipparelli answered the Board could use any process it wanted as long as the votes were not done in secret.

After a brief discussion, the Commissioners cast their votes again. Commissioner Herman selected Mr. DeMoe and Mr. Kabisch. Commissioner Hartung chose Mr. Kabisch and Mr. Rhea. Commissioner Jung selected Mr. DeMoe and Mr. Kabisch. Chair Berkgigler chose Mr. Kabisch and Mr. DeMoe.

Commissioner Hartung stated he would support the motion since the Board went through the nomination process.

On motion by Commissioner Jung, seconded by Commissioner Herman, which motion duly carried on a 4-0 vote with Commissioner Lucey absent, it was ordered that Anthony DeMoe and Ray Kabitch be appointed to the Washoe County Advisory Board to Manage Wildlife.

18-0751 **AGENDA ITEM 10** Recommendation to authorize the County Manager to work with Foundation Forward, Inc. to pursue the funding and installation of a Charters of Freedom educational project adjacent to the Historic Courthouse at 200 S. Virginia St. Manager. (Commission District 3.)

County Manager John Slaughter mentioned he was aware of this effort and he was excited to see it happen.

Assistant County Manager Kate Thomas said the County was approached by Mr. Chuck Slavin and Mr. Mike Widmer to erect a Charters of Freedom installation at the courthouse.

County Clerk Nancy Parent said she received a pamphlet which she made a part of the record.

Mr. Slavin said he and Mr. Widmer were associated with Foundation Forward, an educational non-profit organization whose mission was to bring the Declaration of Independence, the Constitution, and the Bill of Rights to communities around the country. The originals of these documents, known as the Charters of Freedom, were on display at the National Archives in Washington D.C. He showed a brief video about the foundation and the Charters of Freedom.

Mr. Slavin indicated the proposed location at the courthouse on Virginia Street would be ideal because it would have good visibility.

11:19 a.m. Commissioner Herman left the meeting.

Mr. Widmer displayed a rendering of what the installation would look like, a copy of which was placed on file with the Clerk. He said the intent was to raise \$70,000 and he anticipated that happening within a year's time. Some of the funding would come from in-kind services. He intended to give a similar presentation to service organizations and he had no doubt this project would get funded.

Chair Berkgigler said seeing the Declaration of Independence was one of her favorite things to do in Washington D.C.

Commissioner Jung thanked Mr. Slavin and Mr. Widmer for giving citizens the opportunity to see the country's founding papers. She felt children were not taught the importance of the nation's history and offered to help raise money. Mr. Slavin admitted they were novices at fundraising and would appreciate references for groups or organizations to visit.

Commissioner Hartung stated this was a worthwhile cause and offered his assistance.

There was no response to the call for public comment.

On motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried on a 3-0 vote with Commissioners Lucey and Herman absent, it was ordered that Agenda Item 10 be authorized.

18-0752 **AGENDA ITEM 16** Recommendation to approve an Interlocal Lease Contract between Washoe County and the State of Nevada, by and through its Department of Health and Human Services, to lease property located at the Northern Nevada Adult Mental Health Services campus, APN 032-050-56 for Washoe County programs that serve Northern Nevada's vulnerable populations [no lease cost to Washoe County; maintenance and service related costs are approximately \$717,338 annually]. Community Services. (Commission District 3.)

County Manager John Slaughter underscored the significance of this item with regard the County's work on homelessness.

Commissioner Hartung stated former Assistant County Manager Kevin Schiller began work on this project but he praised Ms. Amber Howell for the phenomenal work she had done since. He mentioned the State of Nevada offered significant pushback because they had a different vision for the campus.

Ms. Howell remarked her presentation would address what the lease would do and a presentation about programmatic elements would come at a later time. She conducted a PowerPoint presentation, a copy of which was placed on file with the Clerk, and reviewed slides with the following titles: Current Structure; Community Assistance Center; CAC Campus Playground; Reasons That Lead to Residents' Homelessness; What Residents Need to Live Independently; Crossroads; Current Challenges/New Opportunities; CAC Services Levels/Demographic; Households Served; Physical & Mental Health Conditions; CAC Enter & Exit Statistics; NNAMHS Campus Proposal; NNAMHS Campus Parcel Map; Daybreak; Expected Outcomes/Goals; Goals & Residents' Plans; and Questions.

Ms. Howell said the Community Assistance Center (CAC) on Record Street contained the men's shelter, the women's shelter, and the family shelter; overflow capacity was housed offsite. She pointed out more than 2,600 people spent at least one night in the emergency shelter and children were one of the areas of focus for the Human Services Agency (HSA). The HSA sought to provide a more kid-friendly environment. She stated there was very little space at the CAC, which forced the municipalities to look for overflow locations. The current solution was to erect more tents and beds.

Ms. Howell said the proposal to utilize the Northern Nevada Adult Mental Health Services (NNAMHS) campus began in April by meeting with the State. The original plan was to put a men's shelter on a six-acre parcel at the NNAMHS campus to address overflow concerns at the CAC. She said the County began exploring the possibility of using underutilized buildings in the community that required significant rehabilitation. She stated they toured the site 30 times and performed data analysis of the CAC's users to determine how they could provide more space.

Ms. Howell indicated the highlighted buildings on the NNAMHS campus parcel map were included in the lease agreement. She noted River House and the Temporary Assistance for Displaced Seniors (TADS) home were already operational as Crossroads facilities, but the addition of three cottages would allow the HSA to serve twice as many female Crossroads clients. She said the homeless families' and homeless women's facilities would be relocated to the NNAMHS campus. Additionally, the portion of the CAC dedicated to postpartum care would be relocated to the new site and expanded to increase its current capacity from six beds to twelve. She anticipated the new space could allow the HSA to serve 75 families, up from 50.

Ms. Howell said the HSA had been having difficulty finding funding and a location for the Daybreak program but they found a perfect building at the new campus. The new building would triple the number of clients the Daybreak program could serve to around 100. She added building 601 was not on the original design but the HSA received donations which could allow it to expand the independent living/homeless youth program; the new building could house 50 individuals. She pointed out many local young homeless citizens did not like to visit the shelter but she thought the new campus would allow the HSA to use a different targeted approach for each of the different populations.

Ms. Howell pointed out the lease would not cost the County anything. One of the challenges was getting a consensus at the State level to trust the County to do this. She recognized the Governor's office, Chief of Staff Mike Willden, and Nevada Health and Human Services Director Richard Whitley had offered trust and assistance. She said the proposal had to go before the Board of Examiners on November 13 for a final vote since it received a unanimous vote from the Community Homeless Advisory Board. She thanked Assistant County Manager Dave Solaro for his involvement. She noted the County had to locate \$700,000 in the budget for the operation and maintenance of the campus and they were working with the City of Reno to determine which populations to begin migrating.

Ms. Howell summarized this was not a solution to the homeless problem but it was a foundation from which to build. She thought separating populations and providing targeted case management would help improve people's lives; this could not be done in the current space. The campus would allow for more space and additional security. She added she would return to the Board with a staffing plan that would address the programs and lay out how they would serve the populations. She hoped clients in one of the shelters would migrate to the Crossroads program seamlessly.

Adding to Chair Berkgigler's comment about daycare, Ms. Howell stated the homeless shelter's learning center building would be isolated for daycare only. She said each age group would have its own room. There would be a closed-off outdoor area as well, and a significant amount of curriculum was being purchased for the center. She mentioned the childcare block grant had increased 86 percent over the past year and the County was attempting to obtain some of those funds so families would not have to worry about paying for childcare. She stated the facility would be open to anyone after

leaving the shelter. This building would take care of a vulnerable population and help them achieve significant milestones.

Commissioner Hartung asked whether the County was still pursuing a partnership with Nevada Senior Services (NSS). Ms. Howell said the HSA was researching whether they had to do a request for proposal (RFP) or a services agreement with them. She said NSS helped the County with a redesign of its senior services and she hoped they would apply if the County went through the RFP process. She said the County performed a fiscal analysis to determine the revenue that would be needed.

Commissioner Hartung encouraged Chair Berkbigler and Commissioner Jung to visit Mr. Jeffrey Klein at NSS, who he praised for leveraging outside dollars to accomplish things previously thought impossible. Commissioner Hartung hoped the County would establish a relationship with NSS and that they would model its program after NSS' program, which featured a chef and art programs.

Commissioner Hartung asked whether there would be a training program to give homeless youth a skillset that would get them out of homelessness. Ms. Howell replied that was the goal and, while the HSA was not the expert in this population, the HSA would consider a contractual agreement with experts in this area. The idea would be to stop the homeless cycle for every individual, which was only achievable with intensive case management services.

Commissioner Hartung praised the success of the Crossroads program, citing at one point there was a waiting list. He hoped to provide individuals with an education and teach them to be self-sustaining. Ms. Howell responded data analysis showed mental health, medical concerns, and addiction issues needed to be addressed.

Commissioner Jung stated it was important to recognize that every community had homelessness; it was part of living in a free society. She said the Crossroads program proved to the Governor and the Director of Human Services that evidence-based case management for people in trouble was the most sustainable way to change lives. She stated the space would allow for real transformation and suggested Ms. Howell become a consultant in this area after she retired. She said Ms. Howell helped the municipalities realize warehousing people was not a solution, although it was useful during hot, smoky, or cold days. She remarked county government should be providing an evidence-based case-managed approach and they should be the custodians for the vulnerable and the voiceless.

Commissioner Hartung inquired whether the County would use the majority of the campus. He mentioned some of the people taken to the Sheriff's Office did not belong there and the County could lessen that burden with this campus. He said there could be funding to accomplish that and recalled it cost \$300 to book someone. He thought there was a better way to handle mental health issues than incarcerating people.

Ms. Howell responded programs like Crossroads were a great diversion for that population and the volume of those incidents in the Sheriff's Office was due to the HSA not having the capacity to handle them. One of the goals was to review the men in the Record Street shelter and decide who should move into the Crossroads program. She commented there were 50 people who finished the Crossroads programs that could not move out because they could not afford housing; this took up 50 Crossroads beds. She said they needed to address how to get people out of the program. She agreed solving these bottlenecks would relieve inmates needing mental health and addiction treatment.

Commissioner Hartung said people with behavior issues could get arrested and brought to the Sheriff's Office. He hoped the new campus would lessen the need to arrest people just because it was the simplest avenue. He said there was no place to take non-violent people with mental issues or drug addiction because jail did not help those people. Ms. Howell agreed and said building more prison beds and shelter beds would not help without also providing programming.

Commissioner Hartung praised Ms. Howell's work. Chair Berkbigler asked Ms. Howell to return with progress reports and offered her help.

There was no response to the call for public comment.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried on a 3-0 vote with Commissioners Lucey and Herman absent, it was ordered that Agenda Item 16 be approved. The Interlocal Contract for same is attached hereto and made a part of the minutes thereof.

18-0753 **AGENDA ITEM 18** Public Hearing: Possible adoption of resolution adopting Master Plan Amendment Case Number WMPA18-0001 (Sun Valley Area Plan) - Which amends the Washoe County Master Plan, Sun Valley Area Plan, at Policy SUN.1.2 to remove the sentence, "New single family detached residential, including mobile homes, will not be allowed within the DCMA." If approved and subsequently found in conformance with the Truckee Meadows Regional Plan, the Sun Valley Area Plan would no longer prohibit new single family detached residential units in the Sun Valley Downtown Character Management Area (DCMA). AND First Reading and introduction of an ordinance adopting Development Code Amendment Case Number WDCA18-0001 (Sun Valley Area Plan Modifiers) - Which amends Chapter 110 of the Washoe County Code (WCC) at 110.218.35(a) to remove "Neighborhood Commercial / Office" zoning from the areas in which mobile homes and manufactured homes are prohibited to be placed within the Sun Valley area. If approved, placement of mobile homes and manufactured homes within these zones would instead be subject to the general placement rules found in Table 110.302.05.1, which allows them with a Board of Adjustment special use permit. AND if approved, set the public hearing for a second reading and possible adoption of the ordinance on October 23, 2018.

The Board may adopt, not adopt, or modify the Master Plan Amendment and may introduce or not introduce the Development Code Amendment. The affected area is the Downtown Character Management Area (DCMA) of the Sun Valley Area Plan. Community Services (Commission Districts 3&5.)

County Manager John Slaughter introduced the public hearing.

Nancy Parent, County Clerk, read the title for Bill No. 1810.

On the call for public comment, Ms. Pamela Pappas urged the Board to approve the amendment so mobile homes could be placed on lots.

Mr. Bill Anthony noted the area had changed significantly in the prior 20 to 30 years. He said he started an affordable housing ownership business in 1980 and since then he expressed to each municipality the value of home ownership over renting and unofficial campsites. He thought another county was creating a problem by counting on outlying areas to house people who moved to their area for jobs. He supported the amendment and said he did not understand why someone would need a special use permit to place a manufactured home.

Ms. Pat Anthony thanked the Board for the chance to support anything that addressed affordable housing. She encouraged allowing people to have additions to their homes in all areas because multi-generational support was important.

Mr. Ron Bell thanked the Commissioners, Senior Planner Roger Pelham and Planning Manager Trevor Lloyd for their passion. He stated the payment for his lot was \$650 a month. He urged the Commissioners to contact any Truckee Meadows Regional Planning Agency board members or attend their board meeting. He referenced a resident who had a yacht on his property and said the homeowner did not have the option to place a manufactured home on the property. He displayed pictures and documents, copies of which were placed on file with the Clerk. He claimed residents were not notified of the change in 2010 and indicated this item could eliminate dilapidated homes.

12:01 p.m. Commissioner Herman returned to the meeting.

Commissioner Hartung expressed frustration that the restriction hindered the County's ability to be nimble in addressing problems. He thanked Mr. Bell for being proactive and thought the amendment made sense. He indicated he would attempt to shepherd the item through regional planning.

Bill No. 1810 was introduced by Commissioner Hartung, and legal notice for final action of adoption was directed.

Commissioner Jung explained this amendment had been intended to beautify the area but it ended up land-locking owners. She noted a relator had spoken earlier in the meeting in support of the item. She thanked Sun Valley residents for their persistence and said she supported the item.

Commissioner Herman liked that the bill would be a way to get affordable housing.

On motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried on a 4-0 vote with Commissioner Lucey absent, it was ordered that Agenda Item 18 be adopted. The Resolution for same is attached hereto and made a part of the minutes thereof.

12:05 p.m. Commissioner Jung left the meeting.

18-0754 **AGENDA ITEM 17** Introduction and first reading of an ordinance amending Washoe County Code Chapter 110 (Development Code) to change the number of van accessible handicapped parking spaces required in accordance with Washoe County Code Table 110.410.15.1 from one per eight handicapped parking spaces to one per six handicapped parking spaces for any parking facility serving the public; and, to address other matters necessarily connected therewith and pertaining thereto. And, if supported, set the public hearing for the second reading and possible adoption of the ordinance for October 23, 2018. Community Services (All Commission Districts.)

County Manager John Slaughter introduced the public hearing.

Nancy Parent, County Clerk, read the title for Bill No. 1811.

Mr. Slaughter clarified the ordinance would increase the number of handicapped van-accessible spaces.

Commissioner Hartung asked whether this item was just part of an ongoing effort to clean up the code. Planning Manager Trevor Lloyd said the ordinance would bring the standard into compliance with the International Building Code and the Department of Justice's standard regarding the Americans with Disabilities Act of 1990.

There was no public comment on this item.

Bill No. 1811 was introduced by Commissioner Hartung, and legal notice for final action of adoption was directed.

18-0755 **AGENDA ITEM 20** Public Comment.

There was no response to the call for public comment.

18-0756 AGENDA ITEM 21 Announcements/Reports.

County Manager John Slaughter referenced an earlier request for Mr. Fossum's voting records. He said the Registrar of Voters confirmed Mr. Fossum was only in the system once but they would continue discussions with Mr. Fossum to address any other concerns.

* * * * *

12:08 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:
Derek Sonderfan, Deputy County Clerk*

A RESOLUTION AUTHORIZING THE COUNTY TREASURER TO TRANSFER TO OTHER GOVERNMENTAL ENTITIES REAL PROPERTY HELD IN TRUST DUE TO PROPERTY TAX DELINQUENCIES AND OTHER MATTERS PROPERLY RELATED THERETO.

WHEREAS, after the expiration of the period of redemption for tax delinquent parcels of real property, the county tax receiver is required to execute and deliver deeds conveying title to such property to the county treasurer in trust for the use and benefit of the state and county, (NRS 361.585); and

WHEREAS, upon the order of the board of county commissioners entered upon the record of its proceedings, such tax delinquent parcels held in trust by the Treasurer may be conveyed in the manner required by state law after proper notice is given, (NRS 361.595); and

WHEREAS, attached to this resolution and incorporated herein is Exhibit A, a list of tax delinquent parcels held by the county treasurer in trust that the board of county commissioners desires to have conveyed to other governments as more specifically set forth in Exhibit A; and

WHEREAS, pursuant to NRS 361.603 local governments or the University System are authorized to acquire property held in trust by the county to serve a public purpose in return for the payment of the delinquent taxes; and

WHEREAS, pursuant to NRS 361.603 no delinquent taxes need be paid for property transferred to a local government for street, sewer or drainage uses, for use in a program for the rehabilitation of abandoned residential properties established by the local government pursuant to chapter 279B of NRS, or for use as open-space real property as designated in a city, county or regional comprehensive plan.

NOW THEREFORE BE IT HEREBY RESOLVED by the Washoe County Board of County Commissioners as follows:

1. The Washoe County Board of County Commissioners finds that withholding the parcels listed in Exhibit A, item #1 in accordance with WCC 20.471(2) would serve the public purposes stated in the exhibit.

2. The Washoe County Treasurer is hereby ordered pursuant to NRS 361.603 to transfer the parcels listed in Exhibit "A", item #2 and 3 to the governmental unit(s) for the purposes stated in Exhibit "A" in the manner required by state law after proper legal notice has been given.

3. If some irregularity or circumstance arises before the transfer of any certain parcel listed in the exhibits to this resolution such that in the opinion of the Washoe County Treasurer the public interest would best be served by withdrawing such a parcel from a sale or transfer, the Washoe County Treasurer is hereby expressly authorized to make such a withdrawal on behalf of

18-0741

the county. The Treasurer shall report to the board in writing his or her decision to make such a withdrawal and shall state the reasons for the decision. The board may thereafter permit the parcel to remain in trust for the benefit of the state and county or may again order it be sold or transferred.

ADOPTED this 9TH day of OCTOBER, 2018 by the following vote:

AYES: MARSHA BECK-BIGLER, KITTY JUNG, VAUGHN HARTUNG, JEANNE HERMAN

NAYS: _____

ABSENT: BOB LUCEY

ABSTAIN: _____

Marsha Beck-Bigler
Chair
Washoe County Commission

ATTEST:

Nancy L. Parent
County Clerk



INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting by and Through Its
Department of Health and Human Services

Agency #1 Name:	Department of Health and Human Services
Address:	4126 Technology Way #100
City, State, Zip Code:	Carson City, NV 89706
Contact:	Director
Phone:	
Fax:	
Email:	

Agency #2 Name:	Washoe County
Address:	1001 E. Ninth Street
City, State, Zip Code:	Reno, NV 89514-2845
Contact:	Director Human Services Agency
Phone:	
Fax:	
Email:	

18-0752

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

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

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

- 1. REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
- 2. DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307. "vulnerable populations" means women, children, families, and seniors who are homeless or at significant risk for homelessness and need services and supports to ensure their safety and protection while transitioning back into the community.
- 3. CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 4, Termination*. Contract is subject to Board of Examiners' approval (anticipated to be Enter Date). Term is based on satisfactory performance compared to Attachment B with five year reviews.

CETS# CU Provides
AGENCY REF# C XXXXX

Effective from:	October 31, 2018	To:	September 30, 2033
-----------------	------------------	-----	--------------------

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 either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. **NOTICE.** All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.
6. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A:	SCOPE OF WORK AND DELIVERABLES
ATTACHMENT B:	PROPOSAL DATED July 2, 2018

7. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in *Section 6, Incorporated Documents* at a cost as noted below:

\$ NO COST	per	
------------	-----	--

Total Contract or installments payable at:	
--	--

Total Contract Not to Exceed:	\$	
-------------------------------	----	--

8. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.
9. **INSPECTION & AUDIT.**
- a. **Books and Records.** Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the other party, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable regulations and statutes.
- b. **Inspection & Audit.** Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the other party, the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

- c. **Period of Retention.** All books, records, reports, and statements relevant to this Contract must be retained by each party for a minimum of three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.
10. **BREACH; REMEDIES.** Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs.
11. **LIMITED LIABILITY.** The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.
12. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
13. **INDEMNIFICATION.** To the fullest extent permitted by law, Washoe County shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including without limitation, reasonable attorneys' fees and costs, arising out of Washoe County's operations on the premises, Washoe County's operation and maintenance of the premises, the business conducted by Washoe County on the premises, and any alleged negligent or willful acts or omissions of Washoe County, its officers, employees, agents and clients on the premises.
14. **INSURANCE.**
1. State, at its sole cost and expense, shall secure and maintain fire and all risk insurance on the building in which the Premises is located in an amount and coverage determined by the State. State shall also secure and maintain a policy of comprehensive general liability coverage, in an amount of not less than \$1,000,000 per occurrence, and at least \$2,000,000 annual aggregate during the term or any extended term of this Agreement.
 2. Washoe County, at its sole cost and expense, shall maintain fire and all risk insurance on all contents owned by Washoe County, located at the Premises. Washoe County shall also secure and maintain a policy of comprehensive general liability coverage, in an amount of not less than \$1,000,000 per occurrence, and at least \$2,000,000 annual aggregate during the term or any extended term of this Agreement.
 3. Parties may fund any financial obligation relating to its negligence and liability through a program of self-funding administered by its Risk Management Division.
 4. Parties hereby expressly waive and release any cause of action or right of recovery which they may have hereafter against the other Party for any loss or damage to the Premises, or to the contents thereof belonging to either, caused by fire, explosion, or any other risk covered by insurance.
 5. Parties shall obtain a waiver, from any insurance company in which the Parties carry fire and all risk coverage insuring the building, improvements and contents, waiving its subrogation rights against the other Party.
15. **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.

CETS# CU Provides
AGENCY REF# C XXXXX

16. **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.
17. **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.
18. **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.
19. **OWNERSHIP OF PROPRIETARY INFORMATION.** Unless otherwise provided by law or this Contract, any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.
20. **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.
21. **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.
22. **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).
23. **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.
24. **ENTIRE AGREEMENT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the State of Nevada Office of the Attorney General.

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

Washoe County

Public Agency #2

Marsha Berkgigler 8/09-18 Chair, Washoe County Commission
Marsha Berkgigler Date Title

Department of Health and Human Services
Public Agency #1

for Richard Whitley, MS Date
Director,
Department of Health and Human Services
Title

Signature – Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS
On _____
(Date)

Approved as to form by:

Deputy Attorney General for Attorney General, State of Nevada

On _____
(Date)

ATTACHMENT A

SCOPE OF WORK

STATE OF NEVADA, DEPARTMENT OF HEALTH AND HUMAN SERVICES

And

WASHOE COUNTY

PURPOSE

The intent of this memorandum is to institute an agreement allowing Washoe County to lease space on the Department of Health and Human Services, Northern Nevada Adult Mental Health to operate its Washoe County vulnerable-populations programs.

PREMISES

The State of Nevada is the owner of the real property at the Department of Health and Human Services, Northern Nevada Adult Mental Health at: 605 South 21st Street, Sparks, NV 89431; buildings 606, 604, 601, 603, 325, 345, 335, 480 Galletti Way, buildings 8C, 8 Central, 8 South, 2A, 14, and 15 (the "Premises").

USE OF PREMISES

Washoe County, through County staff and contracted providers shall use and occupy the Premises for the purpose of operating vulnerable population programs. Washoe County has had the opportunity to inspect the Premises and accepts the Premises 'as-is.' As such, the Premises are leased 'as-is' and the State does not warrant or guarantee that the Premises are in compliance with applicable building codes and fire/life safety codes, and ADA requirements. Therefore the Premises may not be suitable for the stated Use of the Premises.

CONDITION OF PREMISES

At the end of term, Washoe County shall, at the expiration or termination of the Contract, restore the premises to as good a condition as when received, excluding conditions caused by acts of God, ordinary wear and tear, and approved alteration and improvements.

Current Condition of the Premises – The Premises are leased 'as-is' and may not be suitable in their current condition for the stated Use of Premises.

Washoe County is solely responsible for performing an assessment of all Premises to determine occupancy needs, building code compliance, ADA requirements and State Fire Marshal code compliance.

CONSTRUCTION OF IMPROVEMENTS

Washoe County shall be solely responsible for financing the planning, design, and construction necessary to bring the Premises into code compliance (Project). The State of Nevada is not responsible for funding the project.

Washoe County shall pay all fees and costs associated with the planning, design, and construction of the Project, including but not limited to, any fees and costs associated with licensing and permits issued by agencies of the State of Nevada.

Entry and construction on the Premises by Washoe County and its contractors is subject to obtaining a temporary right of entry for construction from the Division of State Lands.

Washoe County understands that final approval of any planning, design, and construction efforts for the Project is contingent upon Washoe County its contractors securing all necessary permits, licenses, and authorizations from all required agencies of the State of Nevada. The Department of Health and Human Services agrees to fully assist and cooperate with the Washoe County in these efforts, but cannot guarantee the outcome. Final approval of the Project is contingent upon separate agreements and compliance with all polices, regulations, and laws of the State of Nevada as determined by the required agencies.

Washoe County must obtain a Right-of-Entry Agreement with the Division of State Lands to facilitate final design, construction, of the Project, including any utility connections, on the real property. As a part of a Right-of-Entry Agreement, Washoe County and its contractor must submit all requested insurance, performance bonds, and other requirements before any entry or construction may begin.

Before construction may begin Washoe County must submit all required plans, designs, construction-related materials, performance bond and required insurance for the construction projects to the Division of Public Works for final review, approval, and issuance of a permit. The Project will be subject to the State Public Works Division's Building Official inspection.

Washoe County shall give DHHS and SPWD notice of construction projects. The notice shall be given to the state a minimum of 60 days prior to construction notice to proceed. Each notice shall be accompanied by the anticipated start and end date.

Upon completion of construction of the Project, the State of Nevada by and through the Department of Health and Human Services shall maintain ownership of the Project. Washoe County will forever relinquish any right or claim of ownership of the Project and the State of Nevada shall thereafter maintain and control it, except as limited by this Agreement.

Washoe County agrees that it must follow all certification, permitting, inspection, licensing and review processes and procedures throughout the duration of the Project. This memorandum does not constitute a waiver of any requirements of the policies, regulations, and laws of the State of Nevada.

SERVICES

Washoe County agrees, to provide through contract or their own programs the following services to include:

- a. Janitorial services
- b. Telephone services
- c. Computer and data services and repairs
- d. Interior and exterior pest control
- e. Snow and ice removal
- f. 24 hour per day 7 days per week security personnel

MAINTENANCE

Washoe County shall take good care of the Premises and all personal property contained therein, and keeps the same in neat, clean and in good maintenance. Any and all repairs and/or maintenance must be performed by licensed contractors and in compliance with State Public Works Division, Building Official requirements, including plan check, permitting and inspection if required.

Washoe County agrees to provide maintenance and make any and all necessary efforts to keep the buildings in good condition during the term of the Contract, including but not limited to:

- a. Fire sprinklers and systems, fire extinguisher service, life safety and security systems (as required by governmental authorities)
- b. Heating and air conditioning
- c. Hot water heaters and boilers
- d. Exterior and interior paint
- e. Exterior and interior lighting
- f. Plumbing
- g. Electrical
- h. Exterior and interior Walls
- i. Window and doors that fail
- j. Restrooms
- k. General roof maintenance, clearing gutters, and other clearing of debris
- l. Sidewalks associated with buildings identified in Premises section and mutually agreed upon between Washoe County and the Department of Health and Human Services.
- m. Fencing associated with buildings identified in Premises section and mutually agreed upon between Washoe County and the Department of Health and Human Services.
- n. Landscaping maintenance to include seasonal cleanup of grounds associated with the buildings identified in Premises section and mutually agreed between Washoe County and the Department of Health and Human Services.
- o. Utilities provided by the State to the premises occupied by Washoe County under this agreement shall be paid for by Washoe County to the State as a common expense due to the nature of the metering of utilities. The common expense shall be allocated as a percentage of square footage occupied by each party on the campus and paid per that percentage of the individual utility bill. For example electrical service is provided through one meter to the entire campus, Washoe County will pay based on the percentage of total square footage of the campus divided by the space occupied by Washoe County. A review for utility use abnormalities

shall be conducted by Washoe County and the State of Nevada to verify this approach at the end of year one. If it is determined that a better process to split the cost of utilities is appropriate Washoe County will make necessary adjustments.

Washoe County shall make all repairs and replacements to the premises which are necessary during the term of this lease to the standards of the current codes adopted by the SPWB and permitted by the authority having jurisdiction. In addition to Washoe County's maintenance obligations, Washoe County shall also be responsible for replacement of major buildings components including but not limited to boilers, HVAC and fire sprinklers and other systems as necessary. All work performed must be in conformance with State Public Works Board construction standards, building codes and other applicable codes, and permitting and inspection when required.

The State of Nevada by and through the Department of Health and Human Services shall be responsible for the building structural elements.

The State of Nevada, by and through the State Public Works Division maintains the roofs, pursuant to Preventative Maintenance Agreements. In the event any roof requires repairs it shall be performed in a manner consistent with those existing agreements. If replacement of a roof is necessary, the Department of Health and Human Services shall pursue replacement pursuant to the State's Capital Improvement Program. Any construction performed by State in connection with roof replacement shall include necessary actions to protect Washoe County Property and personnel from loss, damage, and injury and to the extent possible avoid disrupting Washoe County's use and occupancy of the premises.

EQUIPMENT/OFFICE SUPPLIES

Washoe County is responsible for supplying its own equipment and office supplies necessary for the operation of its program. Washoe County shall be permitted to use existing appliances in the building. Should any of these appliances fail, Washoe County shall be responsible for repairing or replacing these appliances.

TERMINATION/REVIEW

The term of this Contract shall be effective October 15, 2018 to September 30, 2033, unless sooner terminated by either party as set forth in the contract. Termination shall not be effective until 90 days after a party has served written notice upon the other party. This Contract may not be waived, modified, amended, or altered except in writing and signed by Washoe County and the Department of Health and Human Services.



WASHOE COUNTY COMMISSION

1001 E. 9th Street
P.O. Box 11130
Reno, Nevada 89520
(775) 328-2005

RESOLUTION
ADOPTING AN AMENDMENT TO THE WASHOE COUNTY MASTER PLAN,
SUN VALLEY AREA PLAN (WMPA18-0001)

WHEREAS, on January 2, 2018 the Washoe County Planning Commission initiated an amendment to the master plan to remove the sentence, "New single family detached residential, including mobile homes, will not be allowed within the DCMA." from the Sun Valley Area Plan;

WHEREAS, on April 3, 2018, the Washoe County Planning Commission held a public hearing and denied the proposed amendments with a vote of 4 to deny and 3 to approve, based upon the inability to make the findings required by Washoe County Code Section 110.820.15(d);

WHEREAS, on April 14, 2018, Ron Bell appealed the decision of the Planning Commission to the Board of County Commissioners;

WHEREAS, on May 22, 2018, the Washoe County Board of Commissioners held a public hearing on the appeal. The Board of County Commissioners voted to overturn the denial by the Planning Commission and approve the Master Plan Amendment Case Number WMPA18-0001, and directed staff to return to the Planning Commission for a report and then report back to the Board of County Commissioners as soon as possible thereafter. Vice-Chair Jung moved to reverse the denial of, and adopt the Master Plan Amendment, Commissioner Hartung seconded the motion, which passed unanimously with all five commissioners present. The action was based upon the ability to make the findings required by Washoe County Code Section 110.820.15(d);

WHEREAS, on August 7, 2018, staff presented a report to the Planning Commission, and the Planning Commission took action to acknowledge the action of the Board of County Commissioners to approve Master Plan Amendment Case Number WMPA18-0001, that will allow single-family residential uses (including mobile homes) within the Sun Valley Downtown Character Management Area (DCMA), subject to approval of a Special Use Permit, and direct staff to report back to the Board of County Commissioners without comment;

WHEREAS, upon holding a subsequent public hearing on October 9, 2018, this Board voted to adopt the proposed amendment, having affirmed the following findings made by this Board in accordance with Washoe County Code Section 110.820.15 and in accordance with the Sun Valley Area Plan:

1. Consistency with Master Plan. The proposed amendment is in substantial compliance with the policies and action programs of the Master Plan;
2. Compatible Land uses. The proposed amendment will provide for land uses compatible with (existing or planned) adjacent land uses, and will not adversely impact the public health, safety or welfare;
3. Response to Changed Conditions. The proposed amendment responds to changed conditions or further studies that have occurred since the plan was adopted by the Board

18-0753

of County Commissioners, and the requested amendment represents a more desirable utilization of land;

4. Availability of Facilities. There are or are planned to be adequate transportation, recreation, utility, and other facilities to accommodate the uses and densities permitted by the proposed Master Plan designation;
5. Desired Pattern of Growth. The proposed amendment will promote the desired pattern for the orderly physical growth of the County and guides development of the County based on the projected population growth with the least amount of natural resource impairment and the efficient expenditure of funds for public services;
6. Vision and Character Statement. The amendment will further implement and preserve the Vision and Character Statement;
7. Conformity. The amendment conforms to all applicable policies of the Sun Valley Area Plan and the Washoe County Master Plan;
8. No Conflict. The amendment will not conflict with the public's health, safety or welfare.
And;

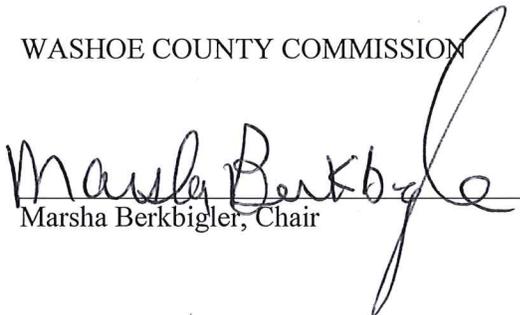
WHEREAS, Under NRS 278.0282, before this adoption can become effective, this Board must submit this proposed amendment to the Truckee Meadows Regional Planning Commission and receive a final determination that the proposed amendment conforms with the Truckee Meadows Regional Plan;

NOW THEREFORE BE IT RESOLVED,

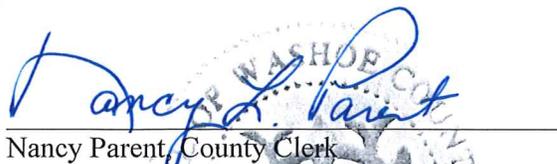
That this Board of County Commissioners does hereby ADOPT the amendment to the Sun Valley Master Plan (Case No. WMPA18-0001), as set forth in Exhibit A-1 attached hereto, to become effective if and when the County has received a final determination that the amendment conforms to the Truckee Meadows Regional Plan.

ADOPTED this 9th day of October 2018, to be effective only as stated above.

WASHOE COUNTY COMMISSION


Marsha Berkgigler, Chair

ATTEST:


Nancy Parent, County Clerk

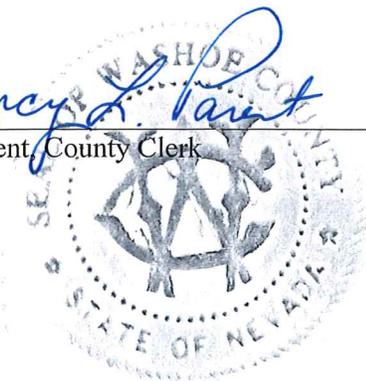


Exhibit A-1

Text proposed to be deleted is shown as ~~strikethrough~~.

SUN.1.2 To promote "mixed-use" development and redevelopment along Sun Valley Boulevard, the following density bonus is available within the specified boundaries of the Sun Valley Downtown Character Management Area (DCMA).

a. All General Commercial and Neighborhood Commercial/Office properties are afforded the opportunity to add a residential component of Low Density Urban, if incorporated into a mixed-use development that meets the DCMA design standards.

~~New single family detached residential, including mobile homes, will not be allowed within the DCMA.~~

And

110.218.35

- (a) Placement Standards. Mobile homes and manufactured homes may be placed on any residential regulatory zone parcel in the Sun Valley planning area, including any Trailer (TR) Overlay zone in effect prior to May 26, 1993 with the exception of TR parcels that have the current regulatory zones of either General Commercial, ~~Neighborhood Commercial/Office~~, Tourist Commercial, Industrial, Open Space, Parks and Recreation, or Public/Semi-Public Facility.