

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

TUESDAY

10:00 A.M.

SEPTEMBER 13, 2011

PRESENT:

John Breternitz, Chairman
Bonnie Weber, Vice Chairperson
Kitty Jung, Commissioner
David Humke, Commissioner

Amy Harvey, County Clerk
Katy Simon, County Manager
Paul Lipparelli, Legal Counsel

ABSENT:

Bob Larkin, 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:

11-795 AGENDA ITEM 3 – PUBLIC COMMENT

Agenda Subject: “Public Comment. Comment heard under this item will be limited to two minutes per person and may pertain to matters both on and off the Commission agenda. The Commission will also hear public comment during individual action items, with comment limited to two minutes per person. Comments are to be made to the Commission as a whole.”

Ardena Perry distributed comments, which were placed on file with the Clerk. She requested that the Board reconsider the previous vote taken on August 23, 2011 regarding the Solar Panels.

Garth Elliott spoke on unintended consequences in regard to the Nuisance Ordinance and the redistricting project.

Sam Dehne discussed the decorum rules and the “ME” Initiative, which focused on education.

11-796 AGENDA ITEM 4 – ANNOUNCEMENTS

Agenda Subject: “Commissioners’/Manager’s Announcements, Requests for Information, Topics for Future Agendas, Statements Relating to Items Not on the

Agenda and any ideas and suggestions for greater efficiency, cost effectiveness and innovation in County government. (No discussion among Commissioners will take place on this item.)”

Katy Simon, County Manager, noted that all Washoe County polling locations opened on time for the special election. She reported that the County’s bond rating was affirmed by Standard and Poor’s. Ms. Simon stated that the Treasurer’s report on the Incline Village tax refunds was omitted from the agenda. She provided an update on the refunds and indicated that 30 parcels had been adjusted to date. She said the refunds noted in the last update would be mailed within the week.

Commissioner Weber said that the Washoe County School District had indicated that several citizens wished to implement the Black Rock Boys Ranch in the Gerlach area. She met with community members to discuss using the High School and noted that the community was excited about the possibility of a Boys Ranch. Commissioner Weber said that a public speaker had requested the Board reconsider the vote on “green energy” for the Nevada Humane Society and noted that she would not ask for that reconsideration, but requested the policy return to the Board. She requested clarification on the number of jobs mentioned in that energy presentation. Commissioner Weber said there was a Sun Valley Citizen Advisory Board (CAB) meeting on the Regional Transportation Commission (RTC) Connector that was very informational.

Commissioner Humke spoke on the tragic events that occurred in Carson City that resulted in the senseless taking of lives. He expressed his condolences to all the victims and their families. He reminded the citizens to vote during the special election that was taking place.

Commissioner Jung questioned if there was a policy in place for Incline Village residents to request that their tax refund be applied as a credit for future property taxes. Tammi Davis, Treasurer, explained there was a process in place and noted on the Department’s website to inform citizens how they could apply for a credit.

Chairman Breternitz said he attended the Reno Balloon races on September 11, 2011 for the 9/11 observance. He said it was a very emotional and moving ceremony and noted that a memorable aspect was the flyover of the “missing man” formation. He said a flock of geese also flew over and did the same “missing man” formation that had been performed by the planes. He requested a presentation from the Community Coalition on the “Ready for Life” program.

11-797 AGENDA ITEM 5 - RESOLUTION

Agenda Subject: “Resolution--Recognizing September 11th as a National Day of Service and Remembrance of September 11, 2001. (All Commission Districts).”

Chairman Breternitz read the Resolution. There was no one present to accept the Resolution.

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Weber, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 5 be adopted.

11-798 AGENDA ITEM 6 - PROCLAMATION

Agenda Subject: “Proclamation--September, 2011 National Preparedness Month. (All Commission Districts).”

Commissioner Humke read and presented the Proclamation to Aaron Kenneston, Emergency Manager. Mr. Kenneston said it was a sad time in the County as the community reflected on the tragedy of 9/11 and the recent tragedy in Carson City. However, it was also a time to move forward with optimism that things would improve with the help of public safety. He said each citizen could do their part by having a plan, assembling an emergency kit, staying informed and being ready.

There was no public comment on this item.

On motion by Commissioner Humke, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 6 be adopted.

11-799 AGENDA ITEM 7 - PROCLAMATION

Agenda Subject: “Proclamation--4th Monday in September as Family Day - A Day to Eat Dinner with Your Children. (All Commission Districts).”

Commissioner Jung read the Proclamation. There was no one present to accept the Proclamation.

In response to the call for public comment, Garth Elliott supported the Proclamation and added that grandchildren should be included.

Sam Dehne applauded the Proclamation.

On motion by Commissioner Weber, seconded by Commissioner Humke, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 7 be adopted.

CONSENT AGENDA

11-800 AGENDA ITEM 8A

Agenda Subject: “Approve minutes for the Board of County Commissioners’ meetings of July 26 and August 9, 2011.”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 8A be approved.

11-801 AGENDA ITEM 8B – FINANCE/RISK MANAGEMENT

Agenda Subject: “Approve settlement of the lawsuit Ryan Ross v. Washoe County et al., [\$70,000] for all claims against all defendants. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 8B be approved.

11-802 AGENDA ITEM 8C - PARKS

Agenda Subject: “Approve Resolution of Support for grant applications requesting funding for Mogul and Lazy 5 Playgrounds and Washoe County Trail Rehabilitation Projects, through the Land and Water Conservation Fund Program administered locally by the Nevada Division of State Parks; and if approved, authorize Chairman to execute same. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 8C be approved, authorized and executed. The Resolution for same is attached hereto and made a part of the records thereof.

11-803 AGENDA ITEM 8D(1) - ASSESSOR

Agenda Subject: “Approve roll change requests for errors discovered for the 2011/12, 2010/11, 2009/10 and 2008/09 unsecured tax rolls; and if approved, authorize Chairman to execute the Order and further direct the Washoe County Treasurer to correct the errors and notify the taxpayer if an adjustment to the tax

bill is necessary [cumulative amount of reduction \$2,238.09]. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 8D(1) be approved, authorized, executed and directed.

11-804 AGENDA ITEM 8D(2) - ASSESSOR

Agenda Subject: “Approve request to bid the mandatory printing of 2012/2013 Annual Tax Assessment List pursuant to NRS 361.300; and if approved, direct Purchasing Department to begin the bid process. (All Commission Districts.)”

Commissioner Weber felt this needed to be deferred to the Legislature during their next session to request this not be printed. She said that would allow each county the ability to retain the \$53,000 associated with this printing.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 8D(2) be approved and directed.

11-805 AGENDA ITEM 8E(1) – PUBLIC WORKS

Agenda Subject: “Approve a request for a Termination of Access Easement between Washoe County and Truckee Meadows Water Authority (Grantors) and Andrew A. Koski and Maureen M. Koski (Grantees) and accept a Grant of Easement for Public Drainage, Maintenance and Access between the River Christian Center, Inc. (Grantor) and Washoe County (Grantee); and if all approved, authorize Chairman to execute both Easements. (Commission District 5.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 8E(1) be approved, accepted, authorized and executed.

11-806 AGENDA ITEM 8E(2) – PUBLIC WORKS

Agenda Subject: “Approve Sublease Agreement between the County of Washoe, ECOL Partnership and Health Access Washoe County, Inc. for the continued use of a portion of the building located at 1055 S. Wells Avenue for a 36-month term commencing retroactively to September 1, 2011 – August 31, 2014, for use of

office/clinic space for the District Health Department WIC Program [annual lease expense \$4,200 - funding source is Health Fund]; and if approved, authorize Chairman to execute Sublease Agreement. (Commission District 3.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 8E(2) be approved, authorized and executed.

11-807 AGENDA ITEM 8E(3) – PUBLIC WORKS

Agenda Subject: “Approve and execute a Resolution of Intent to Lease a portion of the Incline Service Center located at 855 Alder Avenue, to the Nevada Tahoe Conservation District as authorized within NRS 277.050; and other matters properly related thereto; and, schedule September 27, 2011 to consider any objections to the proposed lease between Washoe County and The Nevada Tahoe Conservation District for a 36-month term, commencing October 1, 2011 through September 30, 2014 as authorized within NRS 277.050; no fiscal impact. (Commission District 1.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 8E(3) be approved and executed. The Resolution for same is attached hereto and made a part of the minutes thereof.

11-808 AGENDA ITEM 8F(1) – SENIOR SERVICES

Agenda Subject: “Accept sub-grant award from Nevada Legal Services [\$77,584 - no County match] retroactively for the period July 1, 2011 through June 30, 2012 to provide a variety of services to homeowners at risk of foreclosure; and if accepted, authorize Chairman to execute Sub-Recipient Agreement between the County of Washoe (through Department of Senior Services Senior Law Project) and Nevada Legal Services, authorize travel authority for non-County personnel [\$2,000] and direct Finance to make appropriate budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 8F(1) be accepted, authorized, executed and directed.

11-809 AGENDA ITEM 8F(2) – SENIOR SERVICES

Agenda Subject: “Accept a sub-grant award from the Nevada Department of Business and Industry Housing Division for the National Foreclosure Mitigation Counseling Program Round 5 funding, [\$64,724 with \$12,945 in-kind County match] retroactively for the period of July 1, 2011 through December 31, 2011; and if accepted, authorize Chairman to sign the Notice of Sub-Grantee Award, authorize up to \$30,000 in contingency funds for unreimbursed expenses and direct Finance to make appropriate budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 8F(2) be accepted, authorized, executed and directed.

11-810 AGENDA ITEM 8G(1) - SHERIFF

Agenda Subject: “Accept donation from Leadership Reno of furniture and equipment [valued at \$5,210] to the Washoe County Sheriff’s Office, Detective/Patrol Divisions’ victim rooms; and if accepted, authorize Finance to make necessary budget adjustments. (All Commission Districts.)”

On behalf of the Board, Commissioner Jung thanked Leadership Reno for their generous donation.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 8G(1) be accepted and authorized.

11-811 AGENDA ITEM 8G(2) - SHERIFF

Agenda Subject: “Approve donation of a Motorola Printrack LiveScan Station, Tenprint/Palmprint Scanner from Washoe County Sheriff’s Office to Pyramid Lake Police Department. (All Commission Districts.)”

On behalf of the Board, Commissioner Jung thanked the Washoe County Sheriff’s Office for their generous donation to the Pyramid Lake Police Department.

Commissioner Humke disclosed that he served on the Tribal Court for the Pyramid Lake Paiute Tribe.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 8G(2) be approved.

11-812 AGENDA ITEM 8G(3) - SHERIFF

Agenda Subject: “Accept Justice Assistance Grant Award [\$3,000 - no cash match] from State of Nevada, Department of Public Safety, Office of Criminal Justice Assistance through the Reno Police Department Multi-Jurisdictional Gang Unit Task Force to cover overtime costs associated with the gang task force project; grant #11-JAG-25; and if accepted, direct Finance to make necessary budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 8G(3) be accepted and directed.

11-813 AGENDA ITEM 8G(4) - SHERIFF

Agenda Subject: “Approve Intrastate Interlocal Contract between the State of Nevada, acting by and through its Department of Public Safety Records and Technology Division, Records Bureau, Washoe County and Washoe County Sheriff’s Office for access to computerized information systems that provide for the exchange of criminal history information; and if approved, authorize Chairman to execute Contract. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 8G(4) be approved, authorized and executed. The Contract for same is attached hereto and made a part of the minutes thereof.

11-814 AGENDA ITEM 8G(5) - SHERIFF

Agenda Subject: “Confirm Acknowledgement Statement for Washoe County Service Costs between City of Sparks/Hot August Nights and Washoe County Sheriff’s Office for security costs [estimated at \$3,400 - to be paid by City of Sparks/Hot August Nights] for overtime during the Hot August Nights event, August 12 and 13, 2011. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 8G(5) be acknowledged.

11-815 AGENDA ITEM 8H - MANAGER

Agenda Subject: “Appoint Dave Solaro as Acting Public Works Director [10% temporary pay adjustment] and Kimble Corbridge as Acting County Engineer [5% temporary pay adjustment], both appointments to be effective September 15, 2011.”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Dave Solaro be appointed as the Acting Public Works Director and Kimble Corbridge be appointed as the Acting County Engineer, both appointments to be effective September 15, 2011.

BLOCK VOTE

The following agenda items were consolidated and voted on in a block vote: Agenda Items 13, 14, 15, 16, 17, 18, 19, 21 and 22.

11-816 AGENDA ITEM 13 - SHERIFF

Agenda Subject: “Recommendation to accept direct grant award from Nevada Division of Emergency Management Federal Fiscal Year 2009 Department of Homeland Security Project No. 9706HL9 [\$1,162,636 - no County match] supporting Interoperability Outreach and Coordination and the Nevada Dispatch Interconnect Project; and if accepted, authorize Chairman to execute an Amendment to current Independent Contractor Agreement for Services to June 30, 2012 and increase the current agreement by \$135,000 due to new grant acceptance and approved reprogramming of existing grant funds with North Lake Tahoe Fire Department and authorize Finance to make necessary budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 13 be accepted, authorized and executed.

11-817 AGENDA ITEM 14 - PURCHASING

Agenda Subject: “Recommendation to award Bid No. 2785-11 for a New Mobile Command Center Vehicle to Lynch Diversified Vehicles on behalf of the Washoe

County Sheriff's Office [award is for a total of \$573,325 - funded entirely from a U.S. Department of Justice Grant Award #2010-DKWX-0323]. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 14 be awarded.

11-818 AGENDA ITEM 15 - PARKS

Agenda Subject: “Recommendation to award base bid for construction of Washoe County Playground Rehabilitation Project to the lowest responsive and responsible bidder (staff recommends Garden Shop Nursery Landscaping Division [\$414,015 - funded by a Land and Water Conservation Fund Grant and Residential Construction Tax]; and if awarded, authorize Chairman to execute the contract documents on behalf of the County. (Commission Districts 2 and 4.)”

Katy Simon, County Manager, indicated that this project would provide playground rehabilitation at the Lazy 5 Regional Park, Arrowcreek Park and the South Valleys Regional Park.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 15 be awarded, authorized and executed.

11-819 AGENDA ITEM 16 – SOCIAL SERVICES

Agenda Subject: “Recommendation to award Request for Proposal #2786-12 for Independent Living Services to The Children’s Cabinet, 1090 S. Rock Boulevard, Reno [annual award amount \$425,983 (\$228,000 Federal Chafee Award with 20% match met through Fund to Assist Former Foster Youth (FAFFY) and \$228,000 State Award through FAFFY - no match required)] on behalf of Washoe County Department of Social Services; and if awarded, request that the Purchasing and Contracts Manager execute the Agreement with The Children’s Cabinet for Fiscal Year 2012, with an option to renew for two additional one-year periods. (All Commission Districts.)”

Katy Simon, County Manager, disclosed that she sat on the Board of the Children’s Cabinet, but had no relationship with this item.

Commissioner Humke stated that the Chaffee Grant helped children ages 15.5 to 18 likely to remain in foster care until 18 to transition to self-sufficiency, which reflected the current reality.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 16 be awarded and executed.

11-820 AGENDA ITEM 17 – TECHNOLOGY SERVICES

Agenda Subject: “Recommendation to approve funding a fiber conversion of the Spectrum Boulevard, Reno Public Safety Answering Point link to the Washoe County Regional Communications 800MHz radio system, antenna tower work and possible 911 dispatch/radio console relocations [not to exceed \$106,722 - funded within Enhanced 911 operating budget] Fiscal Year 2011/12. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 17 be approved.

11-821 AGENDA ITEM 18 – WATER RESOURCES

Agenda Subject: “Recommendation to approve a refund to LP Damonte, LLC for sanitary sewer connection privilege fees and facility plan fees [\$813,050 - funds reimbursed from Sanitary Sewer Connection Fee Cost Center 668600], as a result of ceasing planning for development of the Damonte Ranch Phase V, Village 2, Unit 2 Subdivision located in the South Truckee Meadows. (Commission District 2.)”

There was no public comment on this item.

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

11-822 AGENDA ITEM 19 – WATER RESOURCES

Agenda Subject: “Recommendation to authorize Water Resources to advertise and solicit bid proposals for the Lemmon Valley Well House 6 Reconstruction Project [anticipated contract amount \$220,000]. (Commission District 5.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that Agenda Item 19 be authorized.

11-823 AGENDA ITEM 21 – COMMUNITY DEVELOPMENT

Agenda Subject: “Recommendation to approve quarterly payments to total \$250,596 as Washoe County’s share of the Truckee Meadows Regional Planning Agency’s budget, pursuant to the approved Interlocal Agreement, for the fiscal year starting July 1, 2011 and ending June 30, 2012. The first quarterly payment will be made immediately after County Commission approval, with the remaining 3 quarterly payments to be made at the beginning of each fiscal quarter. (All Commission Districts.)”

There was no public comment on this item.

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

11-824 AGENDA ITEM 22 – COMMUNITY DEVELOPMENT

Agenda Subject: “Recommendation to appoint a member of the Washoe County Planning Commission to the Regional Planning Commission for a term to commence on September 13, 2011, and to expire on June 30, 2014, or until a successor is appointed. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, it was ordered that William Weber be appointed to the Regional Planning Commission for a term to commence on September 13, 2011, and to expire on June 30, 2014, or until a successor is appointed.

11-825 AGENDA ITEM 12 - APPEARANCE

Agenda Subject: “Washoe County Undersheriff Todd Vinger. A presentation on disposition of Graffiti enforcement, education and abatement efforts - requested by Commissioner Weber. (All Commission Districts.)”

Todd Vinger, Undersheriff, conducted a PowerPoint presentation, which was placed on file with the Clerk. The presentation highlighted several areas of graffiti, the broken window effect, the volume of graffiti, what graffiti was, the types of graffiti, the penalties, what citizens could do, the future of Anti-Graffiti efforts, enforcement, abatement, education and prevention, a community clean-up day, a Strategic Planning Retreat and where to obtain more information. He said that graffiti was one of the

public's foremost quality of life concerns that adversely affected the social, environmental and economic fabric of the community. It created a negative perception of neighborhood safety and reduced property values with citizens bearing the considerable financial cost in removing graffiti.

Commissioner Humke asked if there was a malicious mischief law where the parents of the offenders would be held financially responsible. Undersheriff Vinger believed that to be true. He remarked that the graffiti law had been solidified to hold the parents accountable through either counseling or restitution. Beginning October 1, 2011 the law would allow for a civil process. He explained that a recent case resulted in the prosecution of approximately 174 cases that had been committed by one person. Commissioner Humke felt that the use of the word "tagging" reflected graffiti as being art, but he said it was a crime and should not be mistaken for art.

Commissioner Jung asked for an explanation of the demographics of the average person who committed the vandalism. Undersheriff Vinger replied most were upper and middle class individuals looking for any type of fame or recognition that was lacking in their lives. He said the age range could include individuals in their teens and early twenties. Commissioner Jung commented that the average offender was a 22 year old that lived in their parent's basement playing video games all day.

Commissioner Weber wished she had been informed of the Strategic Planning Retreat held in July. She wanted to be involved and hoped that the Board could be included. She said there was an ordinance stating that aerosol paint cans could not be purchased by a person under 18 and asked if that was still in affect. Undersheriff Vinger said he was aware of an ordinance, but did not know if that ordinance was still valid. Commissioner Weber suggested that be reviewed to see if it needed to be revisited. She asked where citizens could find more information and encouraged a County campaign be implemented to educate the community. Undersheriff Vinger indicated that citizens could go to the Sheriff's Office website to find information. He said that he reassessed and redirected a full-time deputy to coordinate with citizens on graffiti efforts. He said the Volunteer Program Coordinator would assist with the Community Emergency Response Team (CERT) to coordinate volunteer efforts to look for activity in the parks. As leaders, he asked for the Board's support to help in the process and was also asking the community for their support. He said graffiti was in every neighborhood and was a County-wide problem.

Undersheriff Vinger commented that the Strategic Planning Retreat began the road map, which included the Community Clean-up Day set for October 8, 2011. He stated that he had met with the Criminal Justice Advisory Committee to encourage their assistance toward prosecution. He explained that an independent "tag phone line" was in the process of being created for citizens to access all graffiti issues. He also indicated that a social media application (App) was being developed to encourage citizen engagement in reporting, along with a Sheriff's Office App for instant reporting. He said the Sheriff's Office was working with the Washoe County School District to develop an outreach program and campaign within the schools. Undersheriff Vinger explained that public and

private partnerships were being pursued with Secret Witness, AlertID, youth groups, home improvement groups, and local paint stores.

Commissioner Weber requested help removing graffiti on Stead Boulevard. Undersheriff Vinger noted that a work crew would be detailed in that area to clean the graffiti.

Garth Elliott stated that graffiti needed to be eliminated quickly. He said a concise, strong volunteer effort was needed to combat the problem and felt that a good start had been outlined in enlisting volunteers. He remarked that the Board could help strengthen the laws on a County level.

Darrin Price, Sun Valley General Improvement District (SVGID) General Manager, remarked that he had to budget thousands of dollars for graffiti abatement. He agreed that prevention through education was needed and noted that the problem had increased. He said there were several laws that went after the individuals and stressed that prevention was the key.

There was no action taken on this item.

11:23 a.m. The Board convened as the South Truckee Meadows General Improvement District (STMGID) Board of Trustees.

12:00 p.m. The Board adjourned as the STMGID Board of Trustees and convened as the Truckee Meadows Fire Protection District (TMFPD) Board of Fire Commissioners.

12:25 p.m. The Board adjourned as the TMFPD Board of Fire Commissioners and convened as the Sierra Fire Protection District (SFPD) Board of Fire Commissioners.

12:40 p.m. The Board adjourned as the SFPD Board of Fire Commissioners and reconvened as the Board of County Commissioners.

11-826 AGENDA ITEM 20 – COMMUNITY DEVELOPMENT

Agenda Subject: “Staff presentation and possible direction to staff on recent Health District and Community Development Department collaborations to amend the Regional Plan; and further, direct staff to identify potential code barriers to local food production and distribution and return to the Board of County Commissioners with a report on potential code amendments to address identified barriers (requested by Commissioner Jung). (All Commission Districts.)”

Chad Giesinger, Senior Planner, conducted a PowerPoint presentation, which was placed on file with the Clerk. The presentation highlighted potential barriers, recent land use requests, department collaboration with District Health, the ACHIEVE

grant, potential Regional Plan amendments, “food deserts”, access to healthy food, and local food production. He described the previous action and the background as summarized in the presentation. Mr. Giesinger stated that the Action Communities for Health, Innovation, and Environmental change (ACHIEVE) was a nationwide effort to build healthier communities by promoting policy, systems and environmental change at the local level.

Commissioner Jung said she had attended the National Association of the Local Boards of Health annual conference and noted that childhood obesity was a large portion of the conference. She said an area of review was incentivizing grocery stores to relocate to “food deserts.”

Commissioner Weber commented that she lived within a “food desert” in Cold Springs and noted that the closest grocery store was about seven miles away. She encouraged the opening of healthy corner stores and felt those needed to be implemented back in the community and be within the County Code.

Chairman Breternitz felt it was important to develop specific wording and felt the proposed motion would help in that effort.

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Weber, which motion duly carried with Commissioner Larkin absent, it was ordered that the receipt of the presentation be acknowledged and that staff be directed to continue collaborating with the Health District to amend the Regional Plan, and also to identify potential code barriers to local food production and distribution and then return to the Board with a report on potential code amendments to address identified barriers.

11-827 AGENDA ITEM 23 – COMMUNITY DEVELOPMENT

Agenda Subject: “Introduction and first reading of an Ordinance pursuant to Nevada Revised Statutes 278.0201 through 278.0207 approving Amendment of Conditions Case Number AC11-004, to amend Development Agreement Case Number DA06-004 for Gannett Family Trust. The proposed Amendment of Conditions will extend the deadline for filing a final map for Tentative Parcel Map Case Nos. PM06-026, PM06-027, and PM06-028 for 2 years from the date of signing by the Chairman of the Washoe County Commission; and if approved, set the public hearing and second reading of the Ordinance for September 27, 2011 at 6:00 p.m., and further authorize the Chairman to execute the final Development Agreement upon adoption of the Ordinance. (Commission District 4.)”

Amy Harvey, County Clerk, read the title for Bill No. 1652.

Bill No. 1652, entitled, "AN ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0201 THROUGH 278.0207 APPROVING

AMENDMENT OF CONDITIONS CASE NO. AC11-004, TO AMEND DEVELOPMENT AGREEMENT CASE NUMBER DA06-004 FOR GANNETT FAMILY TRUST. THE PROPOSED AMENDMENT OF CONDITIONS WILL EXTEND THE DEADLINE FOR FILING A FINAL MAP FOR TENTATIVE PARCEL MAP CASE NO'S PM06-026, PM06-027, AND PM06-028 FOR TWO YEARS FROM THE DATE OF THE SIGNING BY THE CHAIR OF THE WASHOE COUNTY COMMISSION," was introduced by Commissioner Jung, and legal notice for final action of adoption was directed. It was further ordered that the public hearing and second reading of the Ordinance be set for September 27, 2011 at 6:00 p.m., and the Chairman be authorized to execute the final Development Agreement upon adoption of the Ordinance.

11-828 AGENDA ITEM 24 – COMMUNITY DEVELOPMENT

Agenda Subject: "Introduction and first reading of an Ordinance pursuant to Nevada Revised Statutes 278.0201 through 278.0207 approving Amendment of Conditions Case Number AC11-005, to amend Development Agreement Case Number DA06-005 for Trust Company of America. The proposed Amendment of Conditions will extend the deadline for filing a final map for Tentative Parcel Map Case Nos. PM06-031, PM06-032, and PM06-033 for 2 years from the date of signing by the Chairman of the Washoe County Commission; and if approved, set the public hearing and second reading of the Ordinance for September 27, 2011 at 6:00 p.m., and further authorize the Chairman to execute the final Development Agreement upon adoption of the Ordinance. (Commission District 4.)

Amy Harvey, County Clerk, read the title for Bill No. 1653.

Bill No. 1653, entitled, "**AN ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0201 THROUGH 278.0207 APPROVING AMENDMENT OF CONDITIONS CASE NO. AC11-005, TO AMEND DEVELOPMENT AGREEMENT CASE NUMBER DA06-005 FOR TRUST COMPANY OF AMERICA. THE PROPOSED AMENDMENT OF CONDITIONS WILL EXTEND THE DEADLINE FOR FILING A FINAL MAP FOR TENTATIVE PARCEL MAP CASE NO'S PM06-031, PM06-032, AND PM06-033 FOR TWO YEARS FROM THE DATE OF THE SIGNING BY THE CHAIR OF THE WASHOE COUNTY COMMISSION,"** was introduced by Commissioner Jung, and legal notice for final action of adoption was directed. It was further ordered that the public hearing and second reading of the Ordinance be set for September 27, 2011 at 6:00 p.m., and the Chairman be authorized to execute the final Development Agreement upon adoption of the Ordinance.

Agenda Subject: “Update on status, discussion and possible direction to staff on the 2011 Washoe County Commission Election District Redistricting Project. (All Commission Districts.)”

John Slaughter, Management Services Director, reported that a town hall meeting was held on September 7, 2011, and reviewed the summary of the public comments that were received. He explained that the Progressive Leadership Alliance of Nevada (PLAN) provided a map which specifically spoke to District 3. He said the PLAN request was for the Board to consider the presented configuration; however, the PLAN map did not include the District 3 incumbent. Mr. Slaughter indicated that once an adjustment was made to include the incumbent, the proposal would go over the target population amount. He said there was a narrative provided by Lonnie Feemster, Reno-Sparks NAACP President, reviewing the 2011 redistricting proposal concepts. Mr. Slaughter said there was an assertion in the narrative that the current boundaries lacked contiguity, which was one of the redistricting principles considered traditional by the Supreme Court. His understanding of contiguity was that no “islands” be created within any of the proposals. He noted that islands did not exist in the current districts and felt there were no issues related to contiguity. He commented that the concept from Mr. Feemster was to start from scratch, not use any of the existing boundaries and to create a system where three of the Districts contain at least 65 percent of the existing urban core population of the County and then two Districts would be outside of that urban core. He said staff began mapping that concept and would present that option when completed.

Mr. Slaughter said the website enabled the public to present comments on the process. He noted that comments had been received regarding Warm Springs, which the citizens did not want split between two districts. Comments were also received related to Sun Valley and how that area would be mapped throughout the various plans. Currently, Sun Valley was split between two districts and the proposals would increase the amount of population in District 3. He said comments were also made concerning major political parties and how those would be treated. Mr. Slaughter introduced Draft Plan Version 4.1 and Draft Plan Version 4.2 and reviewed the maps and changes that were made. He hoped that during the next Commission meeting the maps could be narrowed to one or two proposals and noted that a major decision point was the Spanish Springs area.

Commissioner Jung requested the demographics of Draft Plan Version 4.1 and the demographics of the proposed map from Mr. Feemster. Mr. Slaughter explained that he would present the demographics for all the proposed maps.

Chairman Breternitz said District 1 remained primarily static through most of the proposed maps. He said if the Commissioners had questions or concerns with the maps and their Districts that they meet individually with staff. He did not like the idea of creating a new district based on the nationality of the constituents.

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

11-830 AGENDA ITEM 26 - MANAGER

Agenda Subject: “Update on status of Shared Services efforts and possible direction to staff. (All Commission Districts.)”

Dave Childs, Assistant County Manager, announced that the next meeting was scheduled for September 19, 2011. He noted that presentations and discussions would be heard on Public Safety Dispatch, Libraries, WC-2 and Human Resources and Purchasing projects.

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

11-831 AGENDA ITEM 29 – CLOSED SESSION

Agenda Subject: “Possible Closed Session for the purpose of discussing negotiations with Washoe County, Truckee Meadows Fire Protection District and/or Sierra Fire Protection District per NRS 288.220.”

1:25 p.m. On motion by Commissioner Weber, seconded by Commissioner Humke, which motion duly carried with Commissioner Larkin absent, it was ordered that the meeting recess to a closed session for the purpose of discussing labor negotiations with the Sierra Fire Protection District (SFPD) and Employee Organizations per NRS 288.220. It was further ordered that the SFPD meeting would adjourn from the closed session.

6:00 p.m. The Board reconvened.

11-832 AGENDA ITEM 27 – COMMUNITY DEVELOPMENT

Agenda Subject: “To change the regulatory zone map on a portion of one property from Medium Density Suburban (MDS) to Medium Density Rural (MDR) on ±0.82 acres; and from Open Space (OS) to High Density Rural (HDR) on ±5.0 acres within the Southeast Truckee Meadows Area Plan, being a part of the Washoe County Master Plan. The subject property totals approximately ±40.14 acres. The property is located at the northeast portion of Hidden Valley, two miles east of the intersection of Pembroke Drive and S. McCarran Boulevard, between Clean Water Way and Man of War Drive, directly north of the Sharon Hills Subdivision. The subject property is within the unincorporated portion of the Washoe County Truckee Meadows Services Area (TMSA). The subject property is located within Section 23, T19N, R20E, MDM, Washoe County, Nevada. The property is within Washoe County Commission District 2 and within the Southeast Truckee Meadows Citizen Advisory Board boundary. (APN: 051-010-07) To reflect changes requested within this application and to maintain currency of general area plan data, administrative changes to the Southeast Truckee Meadows Area Plan are proposed.

These administrative changes include: a revised map series with updated parcel base, and updated applicable text. (Commission District 2.)”

The Chairman opened the public hearing by calling on anyone wishing to speak for or against a proposed change on the regulatory zone map on a portion of one property from Medium Density Suburban (MDS) to Medium Density Rural (MDR) on ±0.82 acres; and from Open Space (OS) to High Density Rural (HDR) on ±5.0 acres within the Southeast Truckee Meadows Area Plan. There being no response, the hearing was closed.

Chairman Breternitz and Commissioner Humke disclosed that they had spoken to Ken Krater regarding this item.

On motion by Commissioner Humke, seconded by Commissioner Weber, which motion duly carried with Commissioner Larkin absent, it was ordered that the amendments listed in Regulatory Zone Amendment Case No. RZA11-001 be adopted, having made one or more of the findings located in the staff report in accordance with Washoe County Development Code section 110.821.15 for amendments made to the Master Plan. It was further ordered that the additional finding whereby the Board gave reasoned consideration to information transmitted from the Washoe County Planning Commission and the information received during the public hearing be approved.

11-833 AGENDA ITEM 28 – REPORTS AND UPDATES

Agenda Subject: “Reports/updates from County Commission members concerning various boards/commissions they may be a member of or liaison to.

Commissioner Weber said that the Nevada Association of Counties (NACO) would be holding their annual conference in Fallon. She said that the V&T Railway Commission was scheduled to hold a meeting on September 19, 2011 in the Commission Chambers. Commissioner Weber announced that the Reno Air races would begin on September 14, 2011.

Commissioner Humke said he attended the Truckee River Flood Project Management Agency (TRFPMA) and a candidate was selected for General Counsel. He said he would attend the Alternative Formulation Board (AFB) in regard to the Flood Project where the Army Corp of Engineers would appear. He said the search for the Reno-Sparks Convention and Visitors Authority (RSCVA) CEO was continuing and that a Regional Transportation Commission (RTC) meeting was scheduled to discuss the Southeast Connector.

Commissioner Jung said during the Regional Parks and Open Space Commission meeting a presentation was conducted on the Tahoe Stateline-to-Stateline project, which included 30+ miles from South Lake Tahoe to Round Hill Pines Beach. She said the Joint Fire Advisory Board (JFAB) was scheduled to meet on September 15,

2011 and that she would attend the Truckee Meadows Water Authority (TMWA) meeting for Commissioner Larkin.

Chairman Breternitz said he would attend the Nevada-Tahoe Conservation District meeting and would attend the RTC meeting for Commissioner Larkin. He would also attend the Shared Services meeting on September 19, 2011.

Katy Simon, County Manager, announced that the Regional Jobs Team was scheduled to meet on September 15, 2011. She remarked that NACO had requested several Washoe County representatives present at their annual conference.

11-834 AGENDA ITEM 31 – PUBLIC COMMENT

Agenda Subject: “Public Comment. Comment heard under this item will be limited to two minutes per person and may pertain to matters both on and off the Commission agenda. The Commission will also hear public comment during individual action items, with comment limited to two minutes per person. Comments are to be made to the Commission as a whole.”

There was no response to the call for public comment.

* * * * * * * * *

6:10 p.m. There being no further business to discuss, on motion by Commissioner Humke, seconded by Commissioner Jung, which motion duly carried with Commissioner Larkin absent, the meeting was adjourned.

JOHN BRETERNITZ, Chairman
Washoe County Commission

ATTEST:

AMY HARVEY, County Clerk and
Clerk of the Board of County Commissioners

*Minutes Prepared by:
Stacy Gonzales, Deputy County Clerk*

**RESOLUTION OF SUPPORT
LAND AND WATER CONSERVATION FUND GRANT APPLICATION**

**MOGUL AND LAZY 5 PLAYGROUND REHABILITATION PROJECTS
WASHOE COUNTY TRAIL REHABILITATION PROJECTS**

WHEREAS, the Land and Water Conservation Fund (LWCF) Act of 1965 was enacted to assist in preserving, developing, and assuring accessibility to all citizens for outdoor recreation purposes; and

WHEREAS, LWCF provides matching grants to local governments for development of public outdoor recreation areas and facilities; and

WHEREAS, since 1967, Washoe County, through its Department of Regional Parks and Open Space (County Parks), has received \$2,225,048.58 from LWCF to enhance Washoe County's park system; and

WHEREAS, LWCF, administered locally through the Nevada Division of State Parks, has \$239,874 available in the 2011 grant cycle for projects in Nevada; and

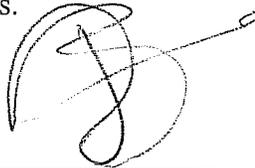
WHEREAS, County Parks is actively seeking opportunities to offset costs associated with park operations and maintenance, while preserving the County Park's infrastructure; and

WHEREAS, the Mogul and Lazy 5 Playground Rehabilitation Projects would reduce maintenance costs and enhance the facilities for users of all abilities; and

WHEREAS, the Washoe County Trail Rehabilitation Projects would repair existing trail infrastructure at eleven County Parks including Betsy Caughlin Donnelly, Bowers Mansion, Cold Springs, Davis Creek, Ellen's, Galena Creek, Gator Swamp, Mayberry, Thomas Creek, Virginia Foothills, and Wilson Commons Parks; now, therefore, be it

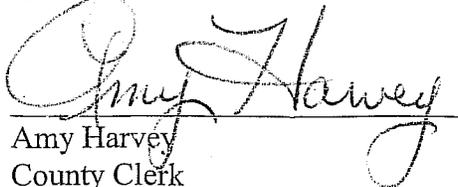
RESOLVED that the Washoe County Board of County Commissioners supports applications through its Department of Regional Parks and Open Space, for Land and Water Conservation Funds in the amount of \$239,874 for the Mogul Playground Rehabilitation Project and the Washoe County Trail Rehabilitation Projects.

Adopted this 13th Day of September 2011



John Breternitz, Chair
Board of County Commissioners

ATTEST:



Amy Harvey
County Clerk

1-808-11

QA

RESOLUTION OF INTENT TO LEASE

A RESOLUTION DECLARING THE COUNTY'S INTENT TO LEASE A PORTION OF THE INCLINE SERVICE CENTER LOCATED AT 855 ALDER AVENUE, TO THE NEVADA TAHOE CONSERVATION DISTRICT AS AUTHORIZED WITHIN NRS 277.050; AND OTHER MATTERS PROPERLY RELATED THERETO.

WHEREAS, Washoe County owns a certain parcel of real property located at 855 Alder Avenue, Incline, Nevada, (the Incline Service Center); and

WHEREAS, the Nevada Tahoe Conservation District has requested to lease a small portion of the Incline Service Center, to provide partner services to the county residents and community; and

WHEREAS, Nevada Revised Statutes 277.050 authorizes the Washoe County Board of Commissioners to sell, or lease to another public agency, the State of Nevada or a department or agency of the State or an Indian tribe, for a term not exceeding 99 years, any real property belonging to it.

WHEREAS, The Nevada Tahoe Conservation District has requested that Washoe County, waive the lease cost for the space for a thirty-six month (36) month term commencing October 1, 2011; and

WHEREAS, Washoe County will schedule this proposal for its next public meeting on September 27, 2011 to allow for any comments to this action and confirmation of the findings as required within NRS 277.050; and

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

1. That it has the authority to lease said property to The Nevada Tahoe Conservation District without offering said real property to the public as authorized within 277.050; and
2. The Board of County Commissioners shall determine the rental amount for this occupancy; The Nevada Tahoe Conservation District has requested waived rent; and

11-801

3. The Board of County Commissioners will discuss this on September 27, 2011 to allow for any objections to this property action; and
4. The County Clerk will publish this notice as required in NRS 277; and
5. Upon approval by the Washoe County Board of Commissioners at its regularly scheduled meeting and satisfaction of all terms and conditions, the Chairman shall be authorized to execute lease and to deliver it to Lessee upon the performance and compliance of all the terms and conditions of the lease to be performed concurrently with the delivery.

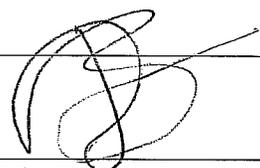
ADOPTED this 13th day of Sept., 2011 by the following vote:

AYES: Breternitz - Jung - Weber - Humke

NAYS: NONE

ABSENT: LARKIN

ABSTAIN: NONE



 John Breternitz, Chairman
 Washoe County Commission

ATTEST:


 Amy Harvey, County Clerk

11-801

INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

DEPARTMENT OF PUBLIC SAFETY
RECORDS & TECHNOLOGY DIVISION, RECORDS BUREAU
333 WEST NYE LANE, SUITE 100, CARSON CITY, NEVADA 89706
PHONE (775) 684-6262 FAX (775) 684-6265
(hereinafter "State")

and

WASHOE COUNTY SHERIFF'S OFFICE
911 PARR BOULEVARD, RENO, NEVADA 89512
PHONE (775) 328-3369 FAX (775) 328-3055
(hereinafter "User")

11-813

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

WHEREAS, THE AUTHORITY GRANTED TO THE **State** to enter into this contract with the **User** is pursuant to NRS chapter 179A; and

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

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

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. CONTRACT TERM. This Contract shall be effective upon approval and shall remain in full force and effect until terminated by either party as provided for in this contract, including, but not limited to, the incorporated Attachment A: Scope of NCJIS **User** Agreement. This Contract will be reviewed at each compliance audit by the NCJIS Audit Staff.
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 **30** days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. NOTICE. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.
6. INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A: **SCOPE OF NCJIS USER AGREEMENT**

ATTACHMENT B: **SCOPE OF LICENSE PLATE READER AGREEMENT**

7. **CONSIDERATION.** The **State** agrees to provide the services set forth in paragraph (6) pursuant to the provisions of NRS chapter 179A. The **User** agrees, in return, to comply with those items and requirements as set forth in paragraph (6).
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.
10. **BREACH; REMEDIES.** Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs.
11. **LIMITED LIABILITY.** The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.
12. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
13. **INDEMNIFICATION.** Neither party waives any right or defense to indemnification that may exist in law or equity.
14. **INDEPENDENT PUBLIC AGENCIES.** The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

15. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

16. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

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

18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law or this Contract, any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

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

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

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

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

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

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

USER

By: DDJ FOR: HALEY

Title: Sheriff Michael Haley

Date: August 29, 2011

By: [Signature]

Representative from Political Subdivision
Approving Agreement (if necessary)

Title: Chairman

Date: 9/13/11

DEPARTMENT OF PUBLIC SAFETY

By: [Signature]

Title: Chief, Records & Technology Division

Date: 10-2-11

By: [Signature]

APPROVED AS TO FORM:
Deputy Attorney General

Date: 10-5-11

88(1)

ATTACHMENT A: SCOPE OF NCJIS USER AGREEMENT

WITNESSETH

- 1) The Nevada Criminal Justice Information System and the State's Law Enforcement Message Switch (hereinafter referred to as "NCJIS") is a computerized information and electronic message switching system established as a service to all local, state and federal criminal justice and public safety agencies, as well as, other NCJIS approved non-criminal justice governmental agencies. The objective is to maintain an efficient, effective and accurate system, that will provide for the automated exchange of law enforcement, criminal justice, public safety, motor vehicle and drivers license information to all authorized system USERS.
- 2) Through this program, any public or private entity who does not serve in a criminal justice capacity as defined by NRS 179A.020 - 179A.030 or an entity as defined in NRS 432B and 424, will not be given on-line terminal access to criminal history record information. On-line terminal access to wanted person and other law enforcement, public safety, motor vehicle and driver's license information is at the discretion of, and subject to the recommendation of the Criminal Justice Information System (CJIS) Systems Officer (CSO) and approval by the Director of the Department of Public Safety. However, any public or private entity may make application for criminal history record information through the Central Repository for Nevada records of criminal history and/or its Civil Name Check Program which is not regulated by the terms and conditions of this agreement, but available through the Records and Technology Division a Division of the Department of Public Safety, CJIS Systems Agency (hereinafter "CSA") under a separate agreement that was developed for that purpose.
- 3) The CSA, through its CJIS Systems Officer (CSO), will maintain and administer management control, with respect to the NCJIS Administrative Policies, the NCJIS Operating Procedures, system access, terminal and operator configurations, quality control, validations, service evaluations, training requirements, technical and operational security policies, new applications, compliance audits and system discipline. Said management control will include not only NCJIS, but all other automated computer systems or programs that are accessed through NCJIS or administered by the CSA and referenced in this agreement. These are: the National Crime Information Center ("NCIC"), The International Justice and Public Safety Network ("NLETS"), the Western Identification Network ("WIN"), the California Law Enforcement Telecommunications System ("CLETS"), the National Instant Check System ("NICS"), and the National Integrated Automated Fingerprint Identification System ("IAFIS").
- 4) While the CSA, through the CSO, maintains and administers management control of NCJIS, as well as, all programs accessed through NCJIS, the Director of the Department of Public Safety has the final authority.
- 5) In addition, the NCJIS Steering Committee was established to provide assistance in the development of and enhancements to the NCJIS data base. The NCJIS Steering Committee provides recommendations for technical and operational design development. The NCJIS Steering Committee is further broken down into the Northern Technical Subcommittee and Southern Technical Subcommittee comprised of TACs and NCJIS users. Through topics presented at these regional meetings, the NCJIS Steering Committee members act as a conduit of information from all users/contributors to NCJIS for the purpose of bringing information to the CJIS Systems Officer.

NOW THEREFORE, being duly enlightened of the foregoing representations and promises, conditions and other valuable considerations obtained herein or incorporated by reference, the parties, by representation of authorized officials, do mutually covenant as follows:

11-813

- 1) Through this program, the CSA agrees to provide the USER with access to NCJIS, through the Nevada State Law Enforcement Message Switcher and through telecommunication lines, as well as, drops and ports of entry, provided that such access and any computer interfaces remain under the management control of a criminal justice agency, a public safety or NCJIS approved governmental agency and the agency abides by the technical security requirements as outlined in policy.
- 2) The CSA agrees to provide training pursuant to policies for all terminal agency and assistant terminal agency coordinators ("TAC" and "ATAC"), other agency personnel and administrators pursuant to policy. The NCJIS Training Policies include the mandatory NCIC training standards for terminal operators, criminal justice practitioners, and agency administrators.
- 3) The USER agrees to abide by all NCJIS administrative policies and operating procedures of NCJIS, including NCIC, NLETS, WIN, CLETS, NICS and IAFIS, as well as, laws and regulations of this state and the Federal government that are adopted by or imposed upon the CSA, to the extent that they are applicable to the information provided under this agreement.
- 4) Financing and budgeting for access to NCJIS shall be accomplished in accordance with the NCJIS Administrative Policies. Agencies that have been approved for terminal access will be responsible to budget funds for the initial connection, additional connections, compatible computer and terminal equipment, continuing line costs, or any costs associated with additional circuitry and technical security between the agency and NCJIS.
- 5) USER agrees to locate all devices, i.e., terminals, printers, etc., with access to NCJIS, or any other systems accessed through the NCJIS, in a secure area out of public view, or where unauthorized access cannot be gained. This includes the use of the sign-on/sign-off function and the security of individual user IDs and passwords.
- 6) Indirect non-terminal agency ("NTA") access to NCJIS or its ancillary systems through an NCJIS Terminal Agency ("TA") can only be made through a formalized user agreement or letter of understanding between the parties, which must include training of applicable non-terminal agency personnel by the TA. All transactions made by the NCJIS TA for the NTA through NCJIS must be done by using the NTA's assigned Originating Agency Identifier ("ORI") or by maintaining a log of the transaction. If records that require hit confirmation are entered by the NCJIS TA for the NTA, then the NCJIS TA must be available to confirm hits 24 hours a day, 7 days a week.
- 7) USER agrees to implement policies and procedures to protect all information obtained through NCJIS or any other systems accessed through the NCJIS from unauthorized access, alteration, or destruction.
- 8) Since the administrative policies of all of the systems accessed through NCJIS remain broad in their interpretation, it is the responsibility of the USER to adopt and implement written procedures that are relevant to their agency's use of NCJIS and its ancillary systems. These internal procedures may not be contrary, or in any way, supersede law or the established administrative policies or operating practices relating to these systems.
- 9) USER agrees to limit the use of all information obtained through NCJIS for the authorized purpose for which it was intended and to securely destroy the information when it is no longer needed. USER further acknowledges that the information obtained through NCJIS is susceptible to change, and therefore USER must assure that measures will be take to obtain the most current and accurate information through NCJIS.
- 10) Misuse of any information obtained via NCJIS may be grounds for the imposition of sanctions in the form of cancellation of records and/or discontinuance of service through NCJIS upon confirmation of misuse, continued non-compliance or technical violations occurring against any of the systems.

- 11) Authority to access NCJIS criminal history record information or NCIC Interstate Identification Index ("III") is limited to criminal justice agencies and entities as defined in NRS 432B and 424 may be used only for authorized purposes. USER agrees to abide by appropriate purpose code uses as defined in the NCJIS Administrative Policies and NCIC Operating Manual. USER agrees that III will never be inquired upon for non-criminal justice purposes, such as licensing, employment or regulatory purposes unless authorized by the FBI and State statute. Unauthorized disclosure or misuse of data by the USER or its employees can be cause for imposition of sanctions and possible cancellation of service provided by this agreement. The CSA will monitor system use, as necessary, concerning inquiries made of the system to detect possible misuse.
- 12) System integrity and the completeness and accuracy of information entered into the system is paramount and the USER will allow the NCJIS Audit Staff to conduct compliance audits, to review USER's records to assure reliability of stored data and make corrections of non-valid data discovered as a result of the audit. Measures for purging or canceling entries will be adhered to for enhancing reliability of all data. NCJIS compliance audits, as well as, directed audits are also conducted for the purpose of investigating any allegation(s) of misuse regarding NCJIS, or any other system accessed through NCJIS.
- 13) USER agrees to appoint a Terminal Agency Coordinator ("TAC") to represent and speak on behalf of their agency. All requests concerning NCJIS must be coordinated through the TAC. This individual may make recommendations to the USER regarding needed policy changes within the agency that are relevant to NCJIS. The USER may also elect to appoint an Assistant Terminal Agency Coordinator ("ATAC") to assist the TAC with system duties and responsibilities. Both the TAC and ATAC shall meet the minimum qualifications as stated in the NCJIS Administrative Policies. The TAC is responsible for ensuring compliance with all applicable laws, rules, regulations, policies and procedures governing NCJIS and its ancillary systems. The TAC serves as a central point in his/her agency for managing record validations, quality control matters, dissemination of manuals and other NCJIS publications, NCJIS system security matters, agency personnel training, training of all non-terminal agency personnel, agency self-audits, NCJIS compliance audits and any problems concerning NCJIS usage.
- 14) USER agrees to ensure that the TAC is available during hours that are conducive to the administration of NCJIS and to be the liaison between the USER and the NCJIS Staff with regard to NCJIS. If a new TAC is designated or as ATACs change, the USER agrees to immediately notify the CSA in writing.
- 15) USER agrees to provide training within their own agency, pursuant to the NCJIS Training Plan and the mandatory NCIC training standards.
- 16) USER shall ensure that a thorough background screening of personnel is conducted. State and national fingerprint-based record checks must be conducted within 30 days upon initial employment or assignment for all personnel, including appropriate IT personnel, having access to information from NCJIS or its ancillary systems. USER must also screen custodial, support, and/or contractor personnel accessing terminal areas and records storage areas containing said data.
- 17) USER agrees that access will not be granted until all necessary forms, documents and agreements have been satisfactorily completed and/or signed and returned to the CSA. USER agrees to not make any changes in the location of any terminal equipment/device or discontinue or alter service, unless advance notification is made in writing by the TAC or ATAC to the CSA. For additional access, USER agrees to request said access in writing by the TAC or ATAC to the CSA.
- 18) USER agrees that any requests to provide functions and/or make changes in terminal operators, user IDs, etc., requires written notification by the TAC or ATAC to the CSA.

- 19) USER agrees that all correspondence and requests relating to the CSA shall be done through the CSO, Programs Development and Compliance Unit at 333 West Nye Lane, Suite 100, Carson City, Nevada, 89706; or fax (775) 684-6268.
- 20) Any contract or changes to the USER's agency which would affect the operation or management control of NCJIS, such as privatization, must be brought to the attention of the CSA prior to such changes.
- 21) The conditions of this Agreement are not optional and may not be modified.

TERMINATION

The CSA may purge records, suspend or terminate access to NCJIS, when in its reasonable estimation, a violation of a specific term of this agreement or of any substantive requirement or limitation imposed by NCJIS, state or Federal statutes, regulation or rules incorporated into this agreement occurs, of which shall be deemed a breach of terms.

In the event of termination of this agreement, any real or personal property used to carry out the provisions of this agreement shall be disposed of by the party having the responsibility for financing the acquisition and maintenance of such.

ATTACHMENT B: SCOPE OF LICENSE PLATE READER AGREEMENT

- 1) The purpose is to memorialize the **State's** and **User's** understanding regarding the transmitting, receiving, and storage of information contained in the National Crime Information Center (NCIC) License Plate Reader (LPR) Project.
- 2) The exchange of information will be limited to extracts from NCIC License Plate Reader Project, File Transfer Protocol server.
- 3) This Agreement applies to the **State's** transmission of information from the NCIC LPR Extract Files received from the FBI, which contain stolen Vehicle File information, the License Plate File information, and Person File information if attached to a stolen vehicle record.
 - a. The **State** will:
 1. Provide extracts from the NCIC LPR Program to **User**;
 2. Provide updated extract information on a daily basis to **User**;
 3. Respond to specific inquiries from the **User**; and
 4. Provide the **User** with the name and telephone number of a **State** technical and an administrative point of contact.
 - b. The **User** will:
 1. Use the NCIC LPR extracts for law enforcement purposes only;
 2. Update its local database as FBI updates become available through the **State** ensuring that those numbers deleted from the NCIC system are also deleted from all local databases;
 3. Confirm extract hits are still active in NCIC, in accordance with current NCIC hit confirmation policy; and
 4. Provide the **State** with the name and telephone number of a **User** technical and an administrative point of contact.
- 4) There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures will be subject to budgetary processes and availability of funds pursuant to applicable laws and regulations
- 5) It is the intent of the parties that the transfer of information described under this Agreement will be conducted in accordance with security procedures contained in the CJIS Security Policy. No classified information will be provided or generated under this Agreement.
 - a. Parties agree information transferred, stored, maintained, furnished, destroyed or in any other manner utilized under this agreement, is subject to applicable current CJIS Security Policies, and any future amendments made to the CJIS Security Policy.

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