

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

TUESDAY

10:00 A.M.

MARCH 27, 2012

PRESENT:

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

**Nancy Parent, Chief Deputy Clerk**  
**Katy Simon, County Manager**  
**Paul Lipparelli, Legal Counsel**

The Washoe County Board of Commissioners convened at 10:02 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:

**12-246      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.”

Robert Bennett spoke about mental health issues and what needed to be done for mental health patients. He felt that implementing the 10 components of recovery, adopting a screening methodology, having trauma treatments related to stress response and educating the workforce were major concerns.

James Kozera voiced his concern about the proposed reduction in funds for Senior Services. He requested the Board contact their Legislators and urge them not to reduce matching State funds for Senior Services.

Raymond Pomada commented that he had used the Adult Day Break Program when his wife was ill. He said that Program provided an outlet for his wife and noted that she enjoyed the interaction with other senior citizens. He hoped that the Board would not reduce the funds for that Program.

Sam Dehne discussed the proposed reductions to Senior Services. He spoke on the upcoming deconsolidation of the fire services and said he was opposed to that separation.

Jon Eric Johnson stated that he would be directly impacted from the deconsolidation of fire services, which would raise his taxes, decrease services and endanger himself, his home and his children. He commended Commissioner Jung and Chairman Larkin for approaching the City of Reno in an attempt to move forward and find a solution.

**12-247            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, announced that Agenda Item 16 and the addendum, which was a revised version of Agenda Item 16, would be pulled from the agenda. She noted that Agenda Item 8E(2) would be heard after the remaining consent agenda items. Per Commissioner Weber’s request, she read the agenda items for the joint meeting scheduled for April 2, 2012.

Commissioner Weber requested a presentation from Waste Management similar to the presentations conducted before the City of Reno in regard to upcoming projects. She also requested a presentation from Hot August Nights to review any recent activity and a preview of the 2012 event.

Commissioner Humke announced that he would hold meetings in his District to discuss the upcoming changes to fire services. He stated the meetings would be by invitation only and held in citizen’s homes in an attempt to allay some of the fears that were present.

Commissioner Jung asked Robert Bennett if he had any more recommendations for mental health treatment. Mr. Bennett said he would suggest eliminating the many bureaucratic boundaries including reforming the Health Insurance Portability and Accountability Act (HIPAA) regulations and blocking the implementation of the Diagnostic and Statistical Manual of Mental Disorders (DSM-5) scheduled to be released in May 2013. Commissioner Jung said she would place those items on the District Board of Health agenda to allow Mr. Bennett to conduct his presentation when his research was completed. Commissioner Jung requested an agenda item for a report on the Library Tax Override.

Commissioner Breternitz requested an agenda item related to the Washoe County Sheriff's Office (WCSO) Forensics Division to discuss the status on contracts with other entities and options for dealing with non-payment from other entities.

Chairman Larkin announced that he attended the grand opening of a new business recently located in the area. He said CustomInk, a customized T-shirt business that began in Virginia chose Washoe County to expand their West Coast business. To date, 17 employees had been hired, 25 more employees would be hired by spring and an additional 75 employees would be hired for their production facility by summer. He requested an agenda item for a resolution to commend CustomInk for choosing this area for expansion. Chairman Larkin mentioned that former First Lady Pat Nixon recently celebrated her 100th birthday and indicated that she was from his hometown, Ely, Nevada.

**12-248            AGENDA ITEM 5 - PROCLAMATION**

**Agenda Subject: "Proclamation--March 31, 2012 as César Chávez Day. Requested by Commissioner Jung. (All Commission Districts.)"**

Commissioner Jung read and presented the Proclamation to César Chávez's nephew, Ramon Chávez and Andrew Barbono, Nevada César Chávez Committee Chairman. On behalf of the family, Mr. Chávez thanked the Board for their Proclamation. Mr. Barbono said the Committee was hosting the annual César Chávez Day on March 31, 2012 at the Circus Circus Hotel and Casino and invited the public to attend. He thanked the Board for their recognition and thanked Mr. Chávez for attending and honoring his uncle.

There was no public comment on this item.

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

**12-249            AGENDA ITEM 6 - RESOLUTION**

**Agenda Subject: "Resolution--Recognizing the Reno Air Racing Foundation and its Pathways to Aviation Program. Requested by Commissioner Larkin. (All Commission Districts.)"**

Chairman Larkin read and presented the Resolution to Valerie Miller, Reno Air Race Foundation Director. On behalf of the Foundation, Ms. Miller thanked the Board for their recognition.

In response to the call for public comment, Sam Dehne spoke on the Resolution.

On motion by Chairman Larkin, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 6 be adopted.

**12-250      AGENDA ITEM 7 - RESOLUTION**

**Agenda Subject: “Resolution--Perlan Project. Requested by Commissioner Larkin. (All Commission Districts.)”**

Chairman Larkin read and presented the Resolution to Tom Hall, Reno/Stead Airport Users Association President. On behalf of the Reno/Stead Airport Users Association, Mr. Hall thanked the Board for their recognition.

In response to the call for public comment, Sam Dehne spoke on the Resolution.

On motion by Chairman Larkin, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 7 be adopted.

**CONSENT AGENDA**

**12-251      AGENDA ITEM 8A**

**Agenda Subject: “Approve minutes for the Board of County Commissioners' meeting of February 28, 2012.”**

There was no public comment on this item.

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

**12-252      AGENDA ITEM 8B**

**Agenda Subject: “Cancel April 17, 2012 County Commission meeting.”**

There was no public comment on this item.

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

**12-253      AGENDA ITEM 8C - ASSESSOR**

**Agenda Subject: “Approve roll change requests, pursuant to NRS 361.768 and NRS 361.765, for errors discovered for the 2011/2012 secured and unsecured tax rolls; and if approved, authorize Chairman to execute order and direct the Washoe County Treasurer to correct the error(s) [cumulative amount of decrease \$3,153.68]. (Parcels are in various Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Humke, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 8C be approved, authorized, executed and directed.

**12-254      AGENDA ITEM 8D - FINANCE**

**Agenda Subject: “Approve Resolution to augment the Building and Safety Enterprise Fund [\$58,500]; and if approved, direct the Finance Department to make the appropriate adjustments. (All Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Humke, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 8D be approved and directed. The Resolution for same is attached hereto and made a part of the minutes thereof.

**12-255      AGENDA ITEM 8E(1) – COMMUNITY SERVICES**

**Agenda Subject: “Authorize Grant of Easement between Washoe County (Grantor) and NV Energy (Grantee), allowing NV Energy to install and maintain a public utility easement on a portion of APN 049-312-22, in conjunction with the development of the Arrowcreek Fire Station; and if approved authorize the Chairman to execute the Easement Agreement upon presentation of the final approved design. (Commission District 2.)”**

There was no public comment on this item.

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

**12-256      AGENDA ITEM 8E(3) – COMMUNITY SERVICES**

**Agenda Subject: “Approve Amendment #1 to the Agreement for License and Professional Management Services at Washoe Golf Course between the County of Washoe and BELL-MEN GOLF Inc. to allow for the contractor to fulfill the condition of having a performance bond and still provide Washoe County the protection as the sole obligee. (Commission District 1.)”**

There was no public comment on this item.

On motion by Commissioner Humke, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 8E(3) be approved.

**12-257            AGENDA ITEM 8E(4) – COMMUNITY SERVICES**

**Agenda Subject: “Approve Intergovernmental Agreement between Washoe County and Washoe County School District regarding Maintenance of Certain Facilities (Verdi and Pleasant Valley Elementary Schools.) (Commission District 2 and 5.)”**

There was no public comment on this item.

On motion by Commissioner Humke, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 8E(4) be approved. The Intergovernmental Agreement for same is attached hereto and made a part of the minutes thereof.

**12-258            AGENDA ITEM 8E(5) – COMMUNITY SERVICES**

**Agenda Subject: “Acknowledge receipt of the unaudited Financial Report for Washoe County Department of Water Resources for the six months ended December 31, 2011. (All Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Humke, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 8E(5) be acknowledged.

**12-259            AGENDA ITEM 8F(1) – DISTRICT ATTORNEY**

**Agenda Subject: “Approve Resolution requesting the assistance of the Attorney General in the possible prosecution of a female over the age of 18 for alleged burglary and other matters properly related thereto. (All Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Humke, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 8F(1) be approved. The Resolution for same is attached hereto and made a part of the minutes thereof.

**12-260            AGENDA ITEM 8F(2) – DISTRICT ATTORNEY/CLERK**

**Agenda Subject: “Approve request to amend the Washoe County Code to establish the membership, voting structure, meeting schedule and powers and duties of the stadium authority for the minor league baseball stadium project and to direct the Clerk to request the District Attorney draft the proposed ordinance. (All Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Humke, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 8F(2) be approved and directed.

**12-261            AGENDA ITEM 8F(3) – DISTRICT ATTORNEY**

**Agenda Subject: “Accept renewed funding for a Deputy District Attorney for the provision of continuing prosecutor services related to the High Intensity Drug Trafficking Areas (HIDTA) Task Force [\$80,000, no match required] from HIDTA grant funds for the period April 1, 2012 through March 31, 2013; and if accepted, direct the Finance Department to make the necessary budget adjustments. (All Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Humke, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 8F(3) be accepted and directed.

**12-262            AGENDA ITEM 8G(1) – DISTRICT COURT**

**Agenda Subject: “Acknowledge grant award [\$5,000, no County match required] effective Fiscal Year 2011-2012 from the Lee F. Del Grande Foundation to the Second Judicial District Court for “After-Hours Temporary Protection Order Program” and direct Finance Department to make the necessary budget adjustments. (All Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Humke, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 8G(1) be acknowledged and directed.

**12-263            AGENDA ITEM 8G(2) – DISTRICT COURT**

**Agenda Subject: “Acknowledge grant award [\$5,000, no County match required] effective Fiscal Year 2011-2012 from the Lee F. Del Grande Foundation to the Second Judicial District Court for “Family Division Drug Testing” and direct Finance Department to make the necessary budget adjustments. (All Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Humke, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 8G(2) be acknowledged and directed.

**12-264            AGENDA ITEM 8G(3) – DISTRICT COURT**

**Agenda Subject:** “Acknowledge grant award [\$9,000, no County match required] effective Fiscal Year 2011-2012 from the Lee F. Del Grande Foundation to the Second Judicial District Court for “Family Peace Center Track Expansion” and direct Finance Department to make the necessary budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Humke, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 8G(3) be acknowledged and directed.

**12-265            AGENDA ITEM 8H(1) – HEALTH DISTRICT**

**Agenda Subject:** “Approve amendments [increase of \$68,079 in revenue and expense] to the ELC - Building and Strengthening Epidemiology, Laboratory and Health Information System Grant Program (internal order #10984) Fiscal Year 2012 Budget; and if approved, direct Finance Department to make the appropriate budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Humke, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 8H(1) be approved and directed.

**12-266            AGENDA ITEM 8H(2) – HEALTH DISTRICT**

**Agenda Subject:** “Approve donation of pesticide (Golden Bear Oil) to the Churchill County Mosquito Vector and Weed Control District [current market value estimated at \$386]. (All Commission Districts.)”

On behalf of the Board, Commissioner Jung thanked Golden Bear Oil for their generous donation.

There was no public comment on this item.

On motion by Commissioner Humke, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 8H(2) be approved.

**12-267            AGENDA ITEM 8H(3) – HEALTH DISTRICT**

**Agenda Subject:** “Approve donation [\$3,000] to pay the Tahoe-Pyramid Bikeway, fiduciary 501(c)3 organization for the Truckee Meadows Bicycle Alliance, to

**establish a fully independent Truckee Meadows Bicycle Alliance website for the current and future years' Bike to Work/School events and execute Resolution necessary for same. (All Commission Districts.)”**

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

There was no public comment on this item.

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

**12-268            AGENDA ITEM 8I(1) – HUMAN RESOURCES**

**Agenda Subject: “Accept donations [\$575] for the Washoe County Scholarship Fund; and if accepted, direct Finance Department to make the appropriate budget adjustments. (All Commission Districts.)”**

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

There was no public comment on this item.

On motion by Commissioner Humke, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 8I(1) be accepted and directed.

**12-269            AGENDA ITEM 8I(2) – HUMAN RESOURCES**

**Agenda Subject: “Approve four reclassification requests submitted through the job evaluation and classification process [fiscal impact approximately \$55,156]. (All Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Humke, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 8I(2) be approved.

**12-270            AGENDA ITEM 8J(1) – EMERGENCY MANAGEMENT**

**Agenda Subject: “Accept 2007 Public Safety Interoperable Communications (PSIC) grant from the State of Nevada, Division of Emergency Management [\$31,500, with required match \$7,875, which the Las Vegas Metropolitan Police Department is providing]; to purchase two deployable cross-band radio repeaters; and if accepted,**

**direct the Finance Department to make the appropriate budget adjustments. (All Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Humke, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 8J(1) be accepted and directed.

**12-271            AGENDA ITEM 8J(2) – INTERNAL AUDIT**

**Agenda Subject: “Acknowledge receipt of the Washoe County Health Benefits Program Audit Report from the Internal Audit Division. (All Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Humke, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 8J(2) be acknowledged.

**12-272            AGENDA ITEM 8J(3) - MANAGER**

**Agenda Subject: “Approve request to lift the fiscal year limit, currently set at \$100,000, on purchase orders for indigent defense counsel retained to provide services pursuant to the District Court’s approved plan as required by ADKT No. 411; and authorize Purchasing and Contracts Manager to issue purchase orders for indigent defense counsel services that may exceed \$100,000. (All Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Humke, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 8J(3) be approved and authorized.

**12-273            AGENDA ITEM 8K(1) – REGISTRAR OF VOTERS**

**Agenda Subject: “Approve Data Information Management Systems, LLC Professional Services, Software License/Maintenance and Support Agreement between the County of Washoe and Data Information Management Systems, LLC in order to utilize the Nevada On-line Voter Access System (NOVA); [estimated annual cost \$13,100]. (All Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Humke, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 8K(1) be approved.

**12-274            AGENDA ITEM 8K(2) – REGISTRAR OF VOTERS**

**Agenda Subject: “Approve Intrastate Interlocal Contract Between Public Agencies between Washoe County and the Nevada Office of Secretary of State to provide a system for on-line voter registration, to be known as the Nevada On-Line Voter Access System “NOVA”; [estimated cost \$86,005] to be paid using Help America Vote Act (HAVA) funds distributed by the Office of Secretary of State. (All Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Humke, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 8K(2) be approved. The Intrastate Interlocal Contract for same is attached hereto and made a part of the minutes thereof.

**12-275            AGENDA ITEM 8L(1) – SENIOR SERVICES**

**Agenda Subject: “Accept grant [\$50,000, no County match required] from Fannie Mae, retroactively for the period of December 1, 2011 through November 30, 2012 to provide foreclosure prevention counseling and mediation assistance; and if accepted, authorize the Chairman to sign the award and direct Finance Department to make the appropriate budget adjustments. (All Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Humke, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 8L(1) be accepted, directed, authorized and executed.

**12-276            AGENDA ITEM 8L(2) – SENIOR SERVICES**

**Agenda Subject: “Accept grant award [\$10,000, no County match required] from the Community Foundation of Western Nevada to provide assistance for women 62 years or older to remain in their homes; and if accepted, authorize the Chairman to sign the award and direct Finance Department to make the appropriate budget adjustments. (All Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Humke, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 8L(2) be accepted, authorized, executed and directed.

**12-277            AGENDA ITEM 8L(3) – SENIOR SERVICES**

**Agenda Subject:** “Accept grant award [\$91,817, with no County match] from the State of Nevada Aging and Disability Services Division for the Nutrition Services Incentive Program, retroactively for the period of October 1, 2011 through September 30, 2012, and if accepted, authorize Chairman to sign the Notification of Grant Award and direct Finance Department to make the appropriate budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Humke, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 8L(3) be accepted, authorized, executed and directed.

**12-278            AGENDA ITEM 8M(1) - SHERIFF**

**Agenda Subject:** “Approve Interlocal Contract Services between the Washoe County (Sheriff’s Office) and Washoe County School District Police, for Dispatch Services at Washoe High School and North Valley’s High School. [No fiscal impact.] (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Humke, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 8M(1) be approved. The Interlocal Contract is attached hereto and made a part of the minutes thereof.

**12-279            AGENDA ITEM 8M(2) - SHERIFF**

**Agenda Subject:** “Approve Regional Emergency Operation Center (REOC) and Regional Emergency Communications Center (RECC) First Amended Inter-Local and Occupancy Agreement between Washoe County, City of Reno and City of Sparks to reflect changes to include the co-location of the Washoe County South Communications into the 2nd floor of the Regional Emergency Operations Center/Regional Emergency Communications Center and amended Participating Agency Costs. The Fiscal Year 2013 budget is estimated at [\$186,500]; Washoe County’s percent increase from 21% to 44% of costs is estimated at [\$42,900]. There may be off-setting savings from closing the Incline Dispatch Facility. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Humke, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 8M(2) be approved. The Agreement for same is attached hereto and made a part of the minutes thereof.

**Agenda Subject:** “Approve Agreement between Washoe County and Silver Auctions to hold the Mitch Silver’s Reno Collector Car Auction special event at Bartley Ranch Regional Park on August 7-13, 2012. (Commission District 2.)”

Al Rogers, Acting Regional Parks and Open Space Director, explained that Mitch Silver, Mitch Silver’s Reno Collector Car Auctions, requested an application to hold a Car Auction at Bartley Ranch Regional Park on August 7-13, 2012. Based on the appropriate use of the Park and compliance of the event with the Special Event Policy and Guidelines, the Regional Parks and Open Space Commission (Commission) reviewed the application and recommended approval. He indicated that the event would focus on a car auction and VIP party. The collector cars being auctioned would begin arriving on August 8, 2012 with the VIP party scheduled for August 9th and the car auction taking place on the 10th and 11th. Approximately 500 people were anticipated to attend the auction each day and approximately 1,200 people would attend the VIP party. Mr. Rogers indicated that beginning August 8th through the following Sunday vehicle access would be controlled and noted that unauthorized vehicles would not have access beyond the Western Heritage Interpretive Center (WHIC).

After review, Mr. Rogers said the proposed event adhered to the requirements and guidelines set forth in the Special Events Policy and Guidelines for the Regional Parks and Open Space Department. The Agreement outlined the requirements and responsibilities of the applicant and those of the Parks Department. He remarked that this Agreement was similar to those approved and used for other special events held in Washoe County Regional Parks.

Mitch Silver, Silver Auctions President, indicated that the dates for this auction would coincide with the auction held by Hot August Nights (HAN’s) at the Reno/Sparks Convention Center. For 23 consecutive years, he said he conducted collector car auctions in the Reno area, and in the past 10 years, had sold over \$106 million worth of collector cars. He remarked that other cities held multiple auctions and believed this would not hurt the revenue stream. Mr. Silver felt that every dollar he spent on national promotions would gather people and revenue for Washoe County and noted that his customers would also attend HAN’s events. He commented that an alternative would be to hold the auction in Carson City at the Silver Oak Golf Course; however, he would prefer to hold the event at Bartley Ranch because the show could be more successful and indirectly more successful for HAN’s.

In response to the call for public comment, Tony Marini, HAN’s Executive Director, said HAN’s was opposed to the Agreement because the dates conflicted with the HAN’s event and would cause significant confusion and adverse economic impacts to HAN’s and the HAN’s classic car auction. He stated that HAN’s had no issue with Mr. Silver, nor any issue with him holding an auction, just not holding that auction during the HAN’s event. Mr. Marini indicated that Mr. Silver chose to leave HAN’s, and while it was understood why he wished to capitalize on the HAN’s crowds,

the first obligation was to protect the integrity and continue the viability of HAN's for the community. He said HAN's was the largest special event in the County and generated millions of dollars of economic impact. He indicated that the HAN's classic car auction and other official sponsored events were critical elements toward the financial success and viability of HAN's. Mr. Marini commented that the organization was concerned that a competing car auction would materially impact revenues, placing the future of HAN's at risk. In these economic times, every dollar was crucial, and while the organization appreciated the County's desire, the economic benefit that HAN's brought to the County far outweighed the permit fees paid by Mr. Silver. In addition to the financial impacts, Mr. Marini said HAN's was concerned about the impacts on the crowds, the excitement and the goodwill that official HAN's sponsored events generated. He said HAN's was a brand that was part of the community and it was vital that brand remain protected by ensuring the events were controlled and operated to HAN's standards of professionalism and consistent with the overall event. To allow a competing venue with no control would lead to conflicts and confusion. Mr. Marini commented that HAN's had been a successful part of the community for over 25 years and owed much of that success to the support and commitment received from the community and the Board. He said the future of HAN's depended on that continued commitment and continued support from the Board.

Chris Kilian, HAN's Foundation Board of Directors President, explained that the HAN's Foundation gave back to the community by helping children in need and at-risk. Prior to the establishment of the Foundation, HAN's was involved with the O'Brien Middle School providing food, clothing and personal hygiene products. Since the establishment of the Foundation in 2007, their commitment to O'Brien Middle School had increased with incentive programs, mentor programs and assisting the School with other needs as requested. Ms. Kilian said a partnership was also created with the Boys and Girls Club of Reno that helped fund over 40 full-time college scholarships for Washoe County students. She indicated that over 80 percent of the Foundation's income came from the HAN's car auction and any revenue impact would directly affect the Foundation's bottom line. If the permit was granted, Ms. Kilian said it would take money from the Foundation, directly impacting the children and would allow a non-Nevada company to take those funds to a different state for personal profit.

Mary Green, O'Brien Middle School Principal, explained that HAN's had been their educational partner for over 12 years and provided support to the students. She said HAN's recognized over 100 needy students and their families over the holidays by donating necessities such as jackets, sweaters and gloves. The partnership with HAN's also helped the School provide food, bus passes for Doctor appointments and shoes. She stated this was not only about what HAN's brought to the School, but the partnerships and role models they provided for the students was immeasurable. She urged the Board to deny the request for Silver Auctions to hold an auction on the proposed dates.

Alan Kingsley, Reno Rodeo Executive Director, stated that the Reno Rodeo was the longest standing special event in the area and was a part of a Special Event Coalition. When there was a challenge to a member of that Coalition, it was felt as a challenge to the other members. Through their Special Use Agreement with the

Convention Authority, the Reno Rodeo enjoyed protection because their agreement stated there would not be a competing event within a certain number of days of the Rodeo. It appeared that HAN's was not protected by such an agreement because they operated in separate venues. Mr. Kingsley urged the Board to support the HAN's event and deny the request for a competing event.

Steven Ascuaga, John Ascuaga's Nugget Hotel and Casino COO, stated that the Nugget had been a long-term sponsor of HAN's and also had the opportunity to work with Mr. Silver. At issue, was the integrity of the HAN's event and maintaining that integrity. Over time, the special events in the area had become national events that put the region on the map. Mr. Ascuaga suggested directing staff to work with Mr. Silver and find alternative dates to host a car auction in the Reno/Tahoe area.

Normandy Brooks, Susan Lund, Al Oppio, Martin Stepina, Liz Kern, Dennis Romeo, Bonnie Moffett, David Wilbern and Mike Wurm stated their concerns and opposition to the Silver Auctions. Their concerns included: the number of vehicles in and around the neighborhood; setting a precedent for other events; access to and from Bartley Ranch; the impact upon Huffaker Elementary School, a year-round school; significant increase in the level of noise; and, the environmental impact to an area recently impacted by the Caughlin Fire.

In response to Chairman Larkin, Paul Lipparelli, Legal Counsel, said the staff report indicated that the application for the Agreement had been reviewed by the Commission, which recommended approval. The Board was not here as a review body, but was charged with approving, on behalf of Washoe County, that the event would take place in a County park. Chairman Larkin inquired on the discretion of the Board in terms of approval or their range of decision. Mr. Lipparelli explained that the recommendation stated the proposed Agreement complied with the provisions of the policies and procedures of the Regional Parks and Open Space Department. He said the Board was free to find otherwise, but as long as the policies and procedures had been met, the Agreement was in order to be approved.

Commissioner Breternitz stated that he was a supporter of HAN's, but he was also a supporter of the free enterprise system. He said most of the public comment related to competition and, from a free enterprise perspective, he felt that challenging; however, there were references to parking and impacts on the neighborhoods. The neighborhood needed to be protected and the Agreement did not include planning for parking, security or the safety of the school children to the extent for him to support approval.

Commissioner Weber disclosed that she met with Mr. Marini and Ryan Sheltra, Bonanza Casino General Manager. She was concerned because Huffaker Elementary School would be in session and Bartley Ranch, which was damaged in the Caughlin Fire, had just reopened. For those reasons, she did not support the recommendation.

Commissioner Jung disclosed that she spoke with Mr. Marini, Mr. Sheltra and Dick Scott, Eldorado Hotel and Casino. She indicated that she could make the legal finding that parking, traffic noise and pollution made this an inappropriate event for the venue.

Commissioner Humke asked if Washoe County was an official sponsor of HAN's. Katy Simon, County Manager, replied that in the past the County had been a sponsor, but an agreement had not yet been signed for the 2012 event. Commissioner Humke asked if the County ever refrained from participating in non-HAN's sanctioned events. Ms. Simon stated not to her knowledge. Commissioner Humke asked if the County held a seat on the HAN's Board. Ms. Simon stated that the County did not hold a seat on that Board.

Commissioner Humke inquired on the permit fees. Mr. Rogers explained that the fees were established through the annual Fees and Charges Policy and were related to the individual facilities within Bartley Ranch including the buildings, the amphitheater and the amenities this auction would use during the course of the seven days. Commissioner Humke said the permit fees covered the overhead fees and asked if there was any additional value for the County. Mr. Rogers said those fees were not calculated for profit, they were simply generated based upon the annual Fee and Charges Policy the Board approved and appropriate in the current market. Commissioner Humke asked if this was an appropriate event for Bartley Ranch. Mr. Rogers replied that staff felt it was an appropriate event. In the application, staff worked with the applicant to mitigate issues to ensure the appropriate use of the Park was followed. Commissioner Humke said the Commission unanimously approved the Agreement and asked if any conditions were discussed for the Agreement. Mr. Rogers stated that specific criteria were not discussed, but concerns were brought up about the neighborhood. Commissioner Humke asked if the Board could place certain conditions on the applicant or would it be appropriate to return the item to the Commission. Mr. Rogers said the criteria should come from the Board. He acknowledged there were no details for parking or traffic, but that criteria could be added. However, the applicant had provided preliminary plans on how the parking and traffic would be mitigated and indicated that the VIP attendees would be bussed in to the Park. Commissioner Humke shared the concerns that the Park could receive damage since there had been recent replanting and asked if that was a factor. Mr. Rogers said the restoration and rehabilitation of Bartley Ranch was the number one issue when staff reviewed the special event application. At the time of the event, he said the Park would not be at full restoration, but staff was confident this event would have little affect on that restoration.

Commissioner Humke asked if Mr. Rogers was in attendance for the Commission meeting that occurred on March 6, 2012. Mr. Rogers confirmed that he was in attendance. He added about 10 people were in attendance for this item and at the time there was no opposition or public comment. Commissioner Humke asked if the Reno-Sparks Convention and Visitors Authority (RSCVA) had any estimates about the economic impact for the proposed Agreement. Joe Kelly, RSCVA Vice President of

Facilities, replied they had not received any economic impact information from Mr. Silver. He felt that the people arriving for this event would also be attending HAN's.

Commissioner Humke said that Mr. Ascuaga offered a suggestion regarding mitigation or conditions, such as changing the date of the Silver Auction, and he questioned if that was a possibility. Because the County relied on volunteers to do many things, such as members of the Commission, he felt if a volunteer board unanimously reviewed a case, he wished to show respect for their time and effort.

Chairman Larkin asked how many HAN's events the Parks Department participated in over the years. Mr. Rogers replied that recently the Parks Department had been limited to HAN's events, but in the beginning, HAN's held many activities in Rancho San Rafael Park including a car auction. At this particular time, there were not many HAN's activities held in County parks. Chairman Larkin said the size of the proposed event had the potential to spill into the surrounding neighborhood. In terms of this event, Mr. Rogers felt that Bartley Ranch had the experience for the size, scope and impact. Chairman Larkin asked who supplied the size and scope estimates. Mr. Rogers said those came from the applicant. Chairman Larkin remarked that the HAN's crowd floated around to different venues making it hard to estimate the impact to the Park or the surrounding neighborhood. He asked if any outreach had been conducted with that neighborhood such as a public notice. Mr. Rogers said the Commission provided notice for their March 6th meeting, which was held at 2:30 in the afternoon. Those notices were also posted at Bartley Ranch.

Mr. Rogers explained that the VIP party was the largest component of the event and similar in size to Artown events held at the Park. Chairman Larkin asked if there was a ceiling for the number of auction cars, which was not in the Agreement because due diligence was not done in terms of the impact during that week to the neighborhood or who would provide the outside policing for any impacts. He said the extra fee for police protection was also not listed in the Agreement. Mr. Rogers indicated there would be a designated area for the auction cars and ample parking for visitors would still be available because the vintage cars would be hauled in at different times. Chairman Larkin stated he was not opposed to having an additional event at another time to test the County's capabilities; however, he would need definitive guarantees. He stated that the rationale for the Commission's decision was not presented in the staff report. Mr. Rogers replied that their approval was based on the Special Event Policy and criteria. In the past, Chairman Larkin said the discussion would be included and an understanding on how their decision was reached.

Commissioner Jung indicated that she was the Board's liaison to the Commission and said this item was discussed at length during their March 6th meeting. She had urged the Commission to not support this Agreement and had many findings to support that argument. She said she had to leave the meeting before the vote was taken, but asked the Commission to think long and hard on their vote. She heard there was long conversation and that they did not feel comfortable making the decision one way or another and wanted the Board to make the decision. Commissioner Jung said events such

as Artown were being referenced and asked if those events were held on school nights. Typically, Mr. Rogers stated they were not held on school nights. He explained that the restoration of the Park would be an on-going process, but would not impact the amount of parking spaces or the availability of the Parks features. Commissioner Jung asked who would be responsible for patrolling those sensitive areas. Mr. Rogers replied it would be the responsibility of the applicant. Commissioner Jung asked who would be responsible to ensure that the applicant was responsible for patrolling those affected areas. Mr. Rogers replied that was a duty within the Agreement for Park staff and noted there would be at least one staff member present. Based on those comments, Commissioner Jung stated she could make the findings that this Agreement was an appropriate use of the Park and would recommend denying the request.

Commissioner Weber inquired on the number of entrances and exits to Bartley Ranch. Mr. Rogers indicated there were two entrances into the Park, the main entrance and an auxiliary entrance primarily used for fire, but not limited to ingress and egress. He explained that the secondary access would be used for either the primary entrance or the vintage cars, but the ability to modify the entrance to the Park was available. Commissioner Weber inquired about the plan to accommodate the extra 500 people arriving for the auction. Mr. Rogers stated those were the anticipated daily numbers outside of the VIP party and those cars would have to be managed. Because there was no historical data, he said it was all speculation, but it was anticipated that the 400 parking spaces would accommodate the percentage of vintage cars and the vehicular traffic. Commissioner Weber agreed with the suggestion of offering Mr. Silver other dates and felt that this event was not appropriate for the Park.

Commissioner Breternitz disclosed that he met with Mr. Marini and Mike Pagni, McDonald, Carano and Wilson Law Firm. He asked the applicant for the specific days of the auction. Mr. Silver indicated that the auction would be held on Friday and Saturday.

Commissioner Humke asked the applicant if other dates would be suitable to hold the auction and if he was open to negotiations. Mr. Silver replied he was open to those discussions; however, there were certain times of the year when car auctions took place and August was one of those times.

Commissioner Jung moved to deny the Agreement between Washoe County and Silver Auctions to hold a car auction at Bartley Ranch Regional Park on August 7-13, 2012 for the following reasons: the access, parking and traffic plans were inappropriate, as well as, the ability to enforce any of the other conditions were grossly misaligned with the staff numbers. She further moved to encourage Mr. Silver to work with staff to find another date that was amicable for both the County and Mr. Silver. Commissioner Weber seconded the motion.

Mr. Lipparelli stated that the recommendation was for approval based on staff's determination of the issues. With regard to traffic, parking and the planning for those, the motion found differently, but was within the Board's purview to decline the

recommendation and make their own findings. He confirmed that the motion succeeded in making those findings.

Commissioner Humke asked if the applicant had paid a permit fee and, if the motion passed, would the applicant need to pay another permit fee for a new application. To date, Mr. Rogers replied no permit fees had been paid. Commissioner Humke asked if a new application or contract would place a burden on staff. Mr. Rogers said there could be an impact on staff and may take resources away from another project.

Commissioner Breternitz said he supported the idea of voluntarily seeking another date; however, to say that the facility was inappropriate and then invite the applicant to return on another date did not make sense. He believed the facility was appropriate as long as the concerns were addressed and felt that the applicant was not given the opportunity to present any mitigations to provide for the safety of the school children. For those reasons, Commissioner Breternitz said he would not support the motion.

Commissioner Weber said her main concern was that school was in session and with this being a new event to Bartley Ranch, she felt a trial run should be conducted when school was not in session to determine what would need to be addressed.

Commissioner Jung said she still found that the traffic and the parking were inappropriate and not fully vetted nor was the ability for staff to enforce the conditions in the Agreement. She encouraged the applicant to work with staff to find an appropriate venue for an event not next to a school or when school was in session. The seconder agreed with those comments.

On call for the question, the motion to deny the Agreement for Mitch Silver's Reno Collector Car Auction special event at Bartley Ranch Regional Park on August 7-13, 2012 passed on a 4 to 1 vote with Commissioner Breternitz voting "no."

### **BLOCK VOTE**

The following agenda items were consolidated and voted on in a block vote: Agenda Items 12, 13 and 14.

Commissioner Humke stated that he would vote "no," because the relations with the City of Reno were negative enough.

### **12-281      AGENDA ITEM 12 – COMMUNITY SERVICES/PARKS**

**Agenda Subject: "Recommendation to accept two federal Land and Water Conservation Fund (LWCF) grants [totaling \$150,743.79, \$150,743.79 match from Infrastructure Preservation Fund] for Mogul Playground and Washoe County Trail Rehabilitation Projects; and if accepted, authorize the Regional Parks and Open Space Department to request proposals (RFP) for selection of a qualified contractor**

**to construct the projects in addition to the Lazy 5 Regional Park Playground Rehabilitation Project (funded by Residential Construction Tax-District 2C); authorize the Acting Director of Regional Parks and Open Space to sign the LWCF Project Agreements and all associated grant documents on behalf of the County; authorize the District Attorney to deed restrict the lands for public outdoor recreation in perpetuity; and authorize Finance to make the appropriate budget adjustments. (All Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried with Commissioner Humke voting “no,” it was ordered that Agenda Item 12 be accepted and authorized.

**12-282            AGENDA ITEM 13 – MANAGEMENT SERVICES**

**Agenda Subject: “Recommendation to review the request from the City of Reno for payment of costs related to the Caughlin Fire; with possible denial of the request in order for the City to be eligible for reimbursement from the State Disaster Relief Fund. (All Commission Districts.)”**

Katy Simon, County Manager, explained that the City of Reno had requested the County deny the request in order for the City to be eligible for reimbursement from the State Disaster Relief Fund.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried with Commissioner Humke voting “no,” it was ordered that Agenda Item 13 be denied.

**12-283            AGENDA ITEM 14 – TRUCKEE RIVER FLOOD PROJECT**

**Agenda Subject: “Recommendation to approve transfer [\$5,750,000] from the Truckee River Flood Management Operating Fund to the Truckee River Flood Management Infrastructure Fund to support capital programs and to reallocate \$40,000 in budget authority to the Truckee River Flood Operating Fund travel account pursuant to W.C.C. 5.356, and, if approved, direct the Finance Department to make the appropriate budget adjustments. (All Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried with Commissioner Humke voting “no,” it was ordered that Agenda Item 14 be approved and directed.

**12:09 p.m.** The Board convened as the Truckee Meadows Fire Protection District (TMFPD) Board of Fire Commissioners.

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

12-284 **AGENDA ITEM 22 – CLOSED SESSION**

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

**12:39 p.m.** On motion by Commissioner Jung, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that the meeting recess to a closed session for the purpose of discussing negotiations with Washoe County, Truckee Meadows Fire Protection District and the Sierra Fire Protection District per NRS 288.220.”

**2:15 p.m.** The Board reconvened as the TMFPD Board of Fire Commissioners with all members present.

**3:42 p.m.** The Board adjourned as the TMFPD Board of Fire Commissioners and reconvened as the SFPD Board of Fire Commissioners. Commissioner Humke left the meeting during the TMFPD meeting.

**3:51 p.m.** The Board adjourned as the SFPD Board of Fire Commissioners and reconvened as the Board of County Commissioners.

12-285 **AGENDA ITEM 11 – COMMUNITY SERVICES/COMMUNITY DEVELOPMENT**

**Agenda Subject:** “Discussion and possible direction to staff on the policies and procedures for appointments to the Washoe County Planning Commission, the Washoe County Board of Adjustment and the Regional Planning Commission. (All Commission Districts.)”

**3:58 p.m.** Commissioner Jung temporarily left the meeting.

Commissioner Weber suggested continuing this item until all Commissioners were present.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried with Commissioners Humke and Jung absent, it was ordered that Agenda Item 11 be continued.

**Agenda Subject:** “Discussion and possible action on establishment of NRS 274.310 procedures for evaluating whether certain tax abatements under that statute would be beneficial for the economic development of the county; and issuing certificates of endorsement for applications for such abatements. (All Commission Districts.)”

Commissioner Breternitz said his initial concerns about tax abatements had been addressed in the new policy statement. He felt there was now a process in place that allowed the Board to objectively measure the benefit to the County and the affects for any consideration to tax abatements.

Chairman Larkin asked when the Board would have the policy discussion on the discount rate. Sheri Mendez, Finance Director, replied that the discount rate would be used in applying the net present value calculation. She indicated there were many variables to apply what discount rate to use and some reasonable analysis had to be done when the economic impacts were reviewed. Ms. Mendez explained that the economic analysis received from an applicant would be provided to the County from the State who would have the models included along with the net present value calculation. She expected the role of the County would be to ensure that those calculations were used appropriately and that the County would agree with the value that was applied was within a reasonable range.

Chairman Larkin hoped for some identified procedures with that reasonable range. Ms. Mendez said language could be added to state the County would evaluate the discount rate that was applied and then report those findings to the Board on whether it was an appropriate rate based on the current economic situation.

**4:05 p.m.** Commissioner Jung returned to the meeting.

Chairman Larkin asked if a County policy or benchmark could be in place to benefit future commissioners of the analysis. Ms. Mendez stated she preferred reviewing the economic analysis to require that the County evaluate the net present value calculation and then report back on what the rate was and how that rate was applied. It should be a requirement for the Finance Director to review that economic analysis and report what that discount rate was and how it fit into the particular analysis. Chairman Larkin said a future Board could have different values, which would be reflected in their discussions. Ms. Mendez stated that was correct. She said it would be added that the Finance Director shall report to the Board the net present value calculation and the applied discount rates.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda 15 be approved. It was further ordered to incorporate all the comments in the discussion.

**12-287      AGENDA ITEM 17 - FINANCE**

**Agenda Subject: “Possible status report and direction to staff on Fiscal Year 2012/13 budget development. (All Commission Districts.)”**

Sheri Mendez, Finance Director, reported that the final revenue numbers were received from the State and, based on those projections, staff was finalizing the sources and uses. She said the Tentative Budget would not include a tax rate adjustment for Regional Animal Services or the Library Expansion Fund. The Tentative Budget would include the proposal of removing the transfer from the General Fund to the Senior Services Fund, but said that transfer would be restored. The Tentative Budget would also include the County-wide cost allocation plan being applied to all funds that received General Fund Central Services with the exceptions that Senior Services and the Health Fund could not fully support the allocation. As the Board directed, the policy would be fully implemented over three-years and some funds would include an additional transfer to cover the overhead cost allocation plan rate.

Ms. Mendez said the next steps were to present a Tentative Budget during the April 10, 2012 Board meeting and Department presentations would be scheduled for April 9th, 16th and 23rd. She would then return to the Board and present the Final Budget on May 21, 2012 to include any recommended changes from the County Manager or the Board.

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

**12-288      AGENDA ITEM 18 - MANAGER**

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

Cory Cassazza, Information Technology (IT) Manager and Shared Services Team Leader, reported that an update by Regional Planning and an update on the progress made for Human Resources, Purchasing and IT were presented at the last meeting. He said a presentation was conducted on WC-2 and a discussion ensued on how to fund a consultant to conduct that study.

Mr. Cassazza said the next Shared Services meeting was scheduled for April 16, 2012 and an update would be provided from the Library on shared services between the Library System and the Washoe County School District. There would be a written report given on the progress of Human Resources, Purchasing and IT, based on the recommendations in the Matrix report. He said there would also be discussion to forward some projects to the Shared Services Subcommittee.

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

**Agenda Subject:** “Update and discussion on the 2012 Nevada Legislative Interim Committees and Studies, legislation or legislative issues proposed by legislators, by Washoe County or by other entities permitted by the Nevada State Legislature to submit bill draft requests, or such legislative issues as may be deemed by the Chair or the Board to be of critical significance to Washoe County. (All Commission Districts.)”

Kevin Schiller, Social Services Director, discussed the Nursing Home Match Contract with the State and the percentage change of responsibility between the State and the County in that program from the last Legislative Session. He said the Nursing Home Match Contract was a voluntary contract, not statutorily mandated; however, the participation did benefit County residents. He said the State’s projections were based on client data within the match program. Because the State had the data on those clients, they had to project to the County the potential impact in percentages from those changes. When that was done, the percentage recommendation was about \$1.1 million to the County. He explained that billing for that program had been significantly delayed. The projection was now a \$3.2 million impact to the County versus a \$1.1 million impact.

Mr. Schiller said the State indicated they were reviewing capping the new growth in the waiver program to address some of the short-falls, but the growth in the old percentage base would still be the County’s responsibility. He wanted to inform the Board that the \$1.1 million was not separated between the two populations and was a total impact to the County. As a result, he was talking to the State about how they would address that increase because the Social Services budget could not absorb such an increase. He indicated he may approach the Board and suggest the County not participate in the program based on the fact that the projections and data would now be \$3 million over what was anticipated. If the State did not adjust that amount, the County would have no choice since the Department had to present a balanced budget and continue to serve their clients.

Commissioner Weber requested a White Paper so if needed the information could be shared with the community. Mr. Schiller explained that he had such a paper and would forward that to the County Manager to distribute to the Board.

John Slaughter, Management Services Director, updated the Board on activity related to the Interim Study on the Consolidated-Tax (C-Tax) and that allocation system. He said there were 29 entries being analyzed and the Committee Chairman had asked for that analysis to be provided on the issues and possible solutions.

Mr. Slaughter reviewed the upcoming schedule of tasks occurring between now and the beginning of the 2013 Legislative Session.

Commissioner Breternitz suggested the County plan a workshop to review any challenges the County may face by the Legislature.

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

**12-290      AGENDA ITEM 21 – 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 she attended her first Warm Springs Citizen Advisory Board (CAB) meeting since the redistricting. She announced that the Regional Transportation Commission (RTC) would hold a retreat on April 16, 2012.

Commissioner Jung reported on the District Board of Health meeting. She said the Board had accepted the nominations from the selection committee to create a Food Policy Council, which would be the first in the State. She said the Regional Jobs Commission had hosted State Treasurer Kate Marshall who discussed Education Fund investments. Commissioner Jung attended the Truckee Meadows Water Authority (TMWA) meeting and noted that the snow pack was now at 50 percent of normal.

Commissioner Breternitz said he attended the Nevada-Tahoe Conservation District meeting where a presentation was conducted on mediation work in the Incline Village area that could benefit the clarity of Lake Tahoe. He said they would hold a special meeting to approve a grant received for conservation measures in the Tahoe Basin. He reported that the Tahoe Regional Planning Agency (TRPA) meeting would be cancelled. Commissioner Breternitz said he attended the Incline Village CAB meeting where the County made a number of presentations on building permits and building inspections.

Chairman Larkin reported that the RTC took action to move forward with the Southeast Connector and authorized the construction manager at-risk contract. On March 20th he met with the Mayors from the Cities of Reno and Sparks to set a date for a joint meeting which was scheduled for April 2, 2012. He said action was taken during the TMWA meeting on an update of TMWA’s standing in regard to their bond review and bond rating.

Katy Simon, County Manager, said that the ReCharge Summit follow-up would be hosted by the County on April 26, 2012.

**4:38 p.m.**      The Board recessed.

**6:08 p.m.**      The Board reconvened with Commissioner Humke absent.

## PUBLIC HEARING

### 12-291      AGENDA ITEM 20 – COMMUNITY SERVICES/COMMUNITY DEVELOPMENT

**Agenda Subject:** “Development Code Amendment Case Number DCA10-007 - Second reading and adoption of an Ordinance amending Washoe County Development Code (WCC Chapter 110) Articles 302 (Allowed Uses), 304 (Use Classification System), 322 (Group Care Facilities) and 902 (Definitions) to add new definitions required by AB 544 of the 2011 Nevada Legislature, and clarify which types of group homes are to be classified and treated as single family residences, and which types are to be classified and treated as civic use facilities under the Nevada Group Home Law (NRS 278.0238 through NRS 278.02388); the federal fair housing amendments acts (42 U.S.C. 3600 – 3631) and a federal court case in 2008; and providing for other matters properly relating thereto. (Bill No. 1666). (All Commission Districts.)

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

Nancy Parent, Chief Deputy Clerk, read the title for Ordinance No. 1485, Bill No. 1666.

On motion by Commissioner Jung, seconded by Commissioner Breternitz, which motion duly carried with Commissioner Humke absent, Chairman Larkin ordered that Ordinance No. 1485, Bill No. 1666, entitled, "AN ORDINANCE AMENDING WASHOE COUNTY DEVELOPMENT CODE (WCC CHAPTER 110) ARTICLES 302 (ALLOWED USES), 304 (USE CLASSIFICATION SYSTEM), 322 (GROUP CARE FACILITIES), AND 902 (DEFINITIONS) TO ADD NEW DEFINITIONS REQUIRED BY AB 544 OF THE 2011 NEVADA LEGISLATURE, AND CLARIFY WHICH TYPES OF GROUP HOMES ARE TO BE CLASSIFIED AND PROVIDED WITH ALL THE SAME ALLOWED USES AS SINGLE FAMILY RESIDENCES, AND WHICH TYPES ARE TO BE CLASSIFIED AND TREATED AS CIVIC USE FACILITIES UNDER THE NEVADA GROUP HOME LAW (NRS 278.0238 THROUGH NRS 278.02388); THE FEDERAL FAIR HOUSING AMENDMENTS ACT (42 U.S.C. 3600 – 3631) AND A FEDERAL COURT CASE IN 2008; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO," be approved, adopted and published in accordance with NRS 244.100.

### 12-292      AGENDA ITEM 24 – 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.

\* \* \* \* \*

**6:15 p.m.** There being no further business to discuss, on motion by Commissioner Jung, seconded by Commissioner Weber, which motion duly carried with Commissioner Humke absent, the meeting was adjourned.

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**ROBERT M. LARKIN**, Chairman  
Washoe County Commission

**ATTEST:**

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

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

RESOLUTION

A resolution requesting the assistance of the attorney general in the possible prosecution of a female over the age of 18 for alleged burglary and other matters properly related thereto

WHEREAS, the Office of the District Attorney is responsible for the prosecution of certain criminal offenses which have occurred within the County of Washoe;

WHEREAS, at all times relevant to the matters discussed below Trisha Goudy was an employee of the Washoe County District Attorney's Office;

WHEREAS, an investigation by the Washoe County Sheriff's Department concluded that Trisha Goudy committed burglary in the Office of the District Attorney and a prosecutor needs to evaluate the report of the investigation and consider the filing of criminal charges;

WHEREAS, other employees of the district attorney may be important witnesses in any trial of the prospective defendant; and

WHEREAS, it is essential in our judicial system that the conduct of the prosecutor remains free of any appearance of conflict of interest or impropriety and if the Washoe County District Attorney's Office proceeds with the case involving Trisha Goudy, there would be a conflict of interest,

NOW THEREFORE, be it resolved by the Board of Commissioners

of Washoe County as follows:

1. That in accordance with the provisions of NRS 228.130, the Nevada Attorney General is hereby requested to assume complete responsibility for the handling of the criminal prosecution of Trisha Goudy for burglary.

2. That should the Attorney General agree to assume responsibility for the handling of the aforementioned case, the Comptroller of Washoe County will, upon submission of a duly verified claim, pay from the general fund of Washoe County all expenses that the Attorney General incurs in the prosecution of said case.

[Business Impact Note: The Board of County Commissioners hereby finds that this resolution does not impose a direct and significant economic burden upon a business, nor does it directly restrict the formation, operation or expansion of a business.]

ADOPTED this 27 day of March, 2012, by the following vote:

AYES: Bretermite, Weber, Larkin, Humke, Jung  
NAYS: \_\_\_\_\_  
ABSENT: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_

Robert M Larkin  
ROBERT M. LARKIN, Chairman



Amy Harvey Chief Deputy  
for AMY HARVEY, County Clerk

RESOLUTION

TO AUGMENT THE BUDGET OF THE WASHOE COUNTY BUILDING AND SAFETY ENTERPRISE FUND

WHEREAS, on June 14, 2011 the Board of County Commissioners (BCC) authorized voluntary separation incentives; and

WHEREAS, the purpose of voluntary separation incentives is to generate long-tem personnel cost savings by giving eligible employees an incentive to leave the organization; and

WHEREAS, the Building and Safety Enterprise Fund had one employee elect to take a voluntary separation incentive and leave the County; and

WHEREAS, the Building and Safety Enterprise Fund has the cash to pay the separation incentive but not the budget authority:

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

Section 1. That the budget of the Washoe County Building and Safety Enterprise Fund be adjusted as follows:

**Building and Safety Enterprise Fund**

	<u>Source of Funds</u>	
Net Assets	Un-appropriated net assets	\$58,500
	<u>Increase Expenses</u>	
600011-705520	PERS Time Purchase	\$58,500

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

Section 3. The County Clerk is hereby directed to distribute copies of the Resolution to the Comptroller's Office and the Budget Division of the Finance Department.

Adopted this 27<sup>th</sup> day of March, 2012.

*Robert M. Zarker*  
Chairman, Washoe County  
Board of County Commissioners

ATTEST  
*[Signature]*  
County Clerk  
WASHOE COUNTY  
NEVADA

RESOLUTION: Authorizing donation to pay \$3,000 funded via the Health District, Cost Center 170800-710100, to the Tahoe Pyramid Bikeway, fiduciary 501 (c)3 organization for the Truckee Meadows Bicycle Alliance

WHEREAS, the Washoe County District Board of Health made the determination to donate \$3,000 of Health District funds to support the establishment of an independent Truckee Meadows Bicycle Alliance (Bike to Work/School) website and

WHEREAS, by virtue of the Interlocal Agreement creating it, the Washoe County Health District is required to use the same financial policies and procedures that are used for County Departments; and

WHEREAS, pursuant to NRS 244.1505, Board of County Commissioners may donate to a governmental entity and certain non-profit organizations for any purpose which will provide a substantial benefit to the inhabitants of the county; and

WHEREAS, Washoe County desires to donate \$3,000 funded via the Health District, Cost Center 170800-710100, to address chronic disease risk factors of physical inactivity, air pollution & transportation congestion reduction, with the goal of reducing the burden of chronic diseases such as obesity, diabetes, cardiovascular disease, and cancer in Washoe County; and

WHEREAS, Washoe County finds that addressing chronic disease risk factors of physical inactivity, air pollution & transportation congestion, with the goal of reducing the burden of chronic diseases such as obesity, diabetes, cardiovascular disease, and cancer provide a substantial benefit to the inhabitants of the county;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WASHOE COUNTY, that the Board hereby approves the donation of \$3,000 funded via the Health District, Cost Center 170800-710100 to Tahoe Pyramid Bikeway.

Adopted this 27<sup>th</sup> day of March, 2012.



Washoe County Clerk

*Robert M. Larkin*  
Robert M. Larkin, Chairman  
Washoe County Commission

*[Signature]*  
Chief Deputy

**INTERLOCAL CONTRACT FOR SERVICES**  
**WASHOE COUNTY SHERIFF'S OFFICE AND**  
**WASHOE COUNTY SCHOOL DISTRICT POLICE DEPARTMENT**  
**FOR**  
**DISPATCH SERVICES**

**THIS AGREEMENT**, made and entered by and between the County of Washoe, a political subdivision of the State of Nevada, on behalf of the Washoe County Sheriff's Office, hereinafter the "WCSO", and the Washoe County School District Police Department, hereinafter the "WCSDPD" the parties to this agreement also may be referred to as "Parties."

**WITNESSETH:**

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

**WHEREAS**, WCSDPD has requested the WCSO provide dispatch services for them on Mondays through Thursdays between the hours of 1800 and 2000 during the "School within a School" classes being conducted at Washoe High School and North Valley's High School.

**WHEREAS**, it is believed that each of these parties, and the public will benefit if these communications services are provided by the Sheriff.

**NOW, THEREFORE**, in consideration of mutual promises and conditions herein, the parties hereby agree as follows:

## **I. PURPOSE OF THE AGREEMENT**

The purpose of the agreement is for the Washoe County Sheriff's Office Communications Center to provide consolidated dispatch services for Washoe County District Police Department and the Sheriff. A Communications Specialist will track and monitor law enforcement units between the hours 1800 and 2000, Monday through Thursday, on Washoe County Sheriff's Office Yellow Frequency. If necessary, all secondary traffic will be completed on Washoe County Sheriff's Office White Frequency or other frequency as designated by the Communications Center.

## **II. EMPLOYEES**

All employees assigned to the Washoe County Sheriff's Office Communications Call Center shall be employees of the Sheriff. These employees shall be subject to all county personnel evaluations, disciplinary actions, and employee rights, including right to representation, and methods of establishing and modifying salary and benefit practices.

## **III. POLICY and OPERATIONS**

The Parties agree that policies and operations standards will be administered by the Washoe County Sheriff's Office Communications Manager or the Washoe County Sheriff's Office South Patrol Commander and the Chief of Police of the Washoe County School District Police Department, for the following purposes:

- A)** To review and recommend to the County of Washoe and the Washoe County School District Police Department the annual operating and capital budget for the provision of consolidated communications services.
- B)** To establish policies, procedures, benchmark levels of service and operational priorities for the provision of consolidated dispatch services.

- C) To provide direction to the Communications Manager regarding the level, timeliness, and quality of dispatch services.

#### **IV. LEVEL OF SERVICE**

The Parties agree to the establishment of goals for the level of service to be provided by the Communications Center.

- A) The goal for minimum staffing levels maintained in the Communications Center shall continue to be determined by the County after consultation with the WCSDPD, and will be based on National Standards to meet the needs of the users based on phone calls received, radio traffic levels and calls for service.
- B) Washoe County Sheriff's Communications Center will track all Washoe County School District Police Department Law Enforcement units while conducting law enforcement activities. Washoe County School District Police Department will maintain their current radio system for non-law enforcement uses.

#### **V. E 9-1-1 SERVICES**

The Sheriff shall provide enhanced 9-1-1 services, Advanced Location Index (ALI) and Advanced Number Index (ANI) displays through phone equipment for 9-1-1 landline callers.

#### **VI. COST OF SERVICES**

There shall be no charge for these services as defined. This shall be reevaluated as necessary and a cost may need to be negotiated should the calls for service and/or

communications contact with patrol units increase.

## **VII. FREQUENCIES**

Each Party retains the ownership of its radio frequencies. The Sheriff will authorize Washoe County School District Police Department to program and install the following talk groups in their 800 radios that are not assigned to Washoe County School District Police Department law enforcement staff, Yellow and White. The Washoe County School District Police Department will comply with the Policy and Procedures of the Washoe County regional 800 Mhz Radio System and the applicable Lexipol Policies of the Washoe County Sheriff's Office.

## **VIII. MAINTENANCE**

The Sheriff shall maintain the radio consoles within the Communications Center at its own expense. Radio equipment operated by Washoe County School District Police Department will be maintained by Washoe County School District Police Department at its own expense.

## **IX. HOLD HARMLESS**

Washoe County, to the extent authorized by law, agrees to indemnify, save, and hold harmless Washoe County School District Police Department, its officers, agents and employees, from any and all claims, causes of action, or liability arising from the performance of the contract by the Sheriff, its agents or employees. Washoe County School District Police Department, to the extent authorized by law, agrees to indemnify, save, and hold harmless Washoe County, its officers, agents and employees, from any and

all claims, causes of action, or liability arising from the performance of the contract by the Washoe County School District Police Department, its agents or employees.

**X. WITHDRAWAL**

A Party may withdraw with or without cause upon no less than 15 days written notice to the administrative body of the other Party.

**XI. ENTIRE AGREEMENT**

This agreement contains the entire understanding between Parties and no oral terms or conditions, not contained within, shall be binding. This agreement may be modified at any time by written mutual consent of the Parties.

**XII. EFFECTIVE DATE**

The agreement shall be effective on December 1, 2011 and shall continue in full force and effective unless modified as provided in Section XI above or terminated.

**XIII. SEVERABILITY**

Should any part, term or provision of this agreement be finally decided to be in conflict with any law of the United States or the State of Nevada, or otherwise unenforceable or ineffectual, the validity of the remaining parts, terms, portions or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the Agreement the Parties intended to enter into the first instance.

#### **XIV. NOTICES**

Any notices by this agreement shall be in writing and made to the following:

- 1) For the County

Sheriff or Sheriff's designee

- 2) For Washoe County School District Police Department

Washoe County School District Police Department

1995 E. 2<sup>nd</sup> St.

Reno, NV 89502

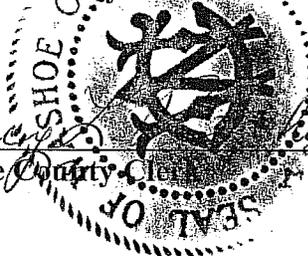
IN WITNESS THEREOF, the parties hereto have approved this Agreement and have caused this Agreement to be executed by their respective officers on the date next to the signatures.

THIS MEMORANDUM OF UNDERSTANDING IS EFFECTIVE THIS 27 DAY OF March, 2011 2012.

WASHOE COUNTY BOARD OF COMMISSIONERS

By Robert M. Lankin  
Chairman Washoe County Commission

ATTEST:

Janece  
Washoe County Clerk  


WASHOE COUNTY SHERIFF

By Michael Haley  
Michael Haley, Sheriff

WASHOE COUNTY SCHOOL DISTRICT POLICE DEPARTMENT

By Mike Merias  
Mike Merias, Police Chief

**WASHOE COUNTY**  
*And*  
**CITY OF RENO**  
*And*  
**CITY OF SPARKS**

---

*Regional Emergency Operation Center (REOC)*

*And*

*Regional Emergency Communications Center (RECC)*

**FIRST AMENDED**

*Inter-Local and Occupancy Agreement*

---

*March 2012*

**REGIONAL EMERGENCY OPERATION CENTER (REOC) AND  
REGIONAL EMERGENCY COMMUNICATIONS CENTER (RECC)  
FIRST AMENDED  
INTER-LOCAL AND OCCUPANCY AGREEMENT  
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**REGIONAL EMERGENCY OPERATION CENTER (REOC) AND  
REGIONAL EMERGENCY COMMUNICATIONS CENTER (RECC)  
FIRST AMENDED  
INTER-LOCAL AND OCCUPANCY AGREEMENT**

---

***1. Purpose and Intent of Agreement***

1.1 This Agreement, effective \_\_\_\_\_, between the County of Washoe, the City of Reno, and the City of Sparks (participating agencies) provides for the operation of the Regional Emergency Operation Center (REOC) and the entire facility located at 5195 Spectrum Blvd., Reno, Nevada 89512, Assessor's Parcel Number 502-250-30 (Facility).

1.2 This Agreement is hereby amended to reflect the decision by the participating agencies to move Washoe County Dispatch (currently located in Incline Village, Nevada) to the second floor of the RECC to co-locate with Reno Emergency Communications Center. The participating agencies believe that co-location will create a more cost effective and efficient centralized dispatch center to better serve the interests of the public. The City of Sparks' dispatch center is located on Prater Way and is designated as a back-up Public Safety Answering Point (PSAP), which is a call center responsible for answering 911 calls for police, fire, and medical services.

1.3. The original Agreement entered and effective on June 1, 2003 is hereby superseded and all terms and provisions of this First Amended Agreement shall be effective upon signatures of all participating agencies.

1.4 Washoe County is the sole owner of the facility.

1.5 Facility shall reference the entire building, approximately 24,782 square feet. REOC shall reference the occupancy of the first floor, approximately 8,775 square feet. Regional Emergency Communications Center (RECC) shall reference the second floor, approximately 12,017 square feet. Mechanical area located on the first floor is 3,990 square feet.

1.6 The participating agencies acknowledge and accept that the City of Reno and Washoe County shall both operate the second floor of the facility as a co-located dispatch center which shall be referred to as the Regional Emergency Communication Center (RECC).

1.7 The REOC is the multi-jurisdictional coordination venue at which the participating agencies can come together to form a Multi-Agency Coordination (MAC) Group or Unified Command (UC). The participating agencies may also operate separate Emergency Operation Centers ("EOC's") for individual jurisdiction response to an emergency and/or disaster event.

1.8 The participating agencies recognize the need to have a single, permanently established, ready to operate REOC to perform individual and/or integrated response services in support of jurisdictional emergencies or larger regional emergencies and disasters involving two or more jurisdictions.

1.9 The participating agencies believe that the public will benefit by the co-location of existing communication and dispatch centers in the REOC. Co-locating the City of Reno dispatch and Washoe County dispatch will allow more efficient response times, reduction of transferred calls and of redundant services.

1.10 NRS 277.180 provides that public agencies may contract with each other to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is authorized by law to perform.

1.11 Nothing in this Agreement is intended to limit the participating agencies' jurisdictional authority over, and responsibility for, events occurring within their jurisdiction and responsibility for its separate assets, resources, personnel and equipment.

1.12 The participating agencies intend to coordinate, cooperate and communicate between themselves and assist each other in response to and recovery from separate individual emergencies or disasters and regional emergencies and disasters affecting two or more participating agencies.

1.13 In the event of a declared emergency, various cooperating entities may be requested by the participating agencies to provide services.

**NOW THEREFORE, THE PARTICIPATING AGENCIES AGREE AS FOLLOWS:**

**2. *Regional Emergency Operation Center Goals***

The goal of this Agreement is to provide for the oversight and operation of the REOC, and to establish a single, secure and safe location for the participating agencies to accomplish the following:

- support public safety
- field Incident Commanders
- determine situational status
- coordinate and collaborate response strategies and activities
- make critical decisions and initiate policy level support for those decisions during emergency and disaster situations.

Initial, short, and long term recovery operations and strategic recovery planning are essential elements of emergency and disaster management and may be coordinated and performed at the Facility.

### 3. *REOC Services*

3.1 The participating agencies are the primary users of the REOC. This section related to the REOC does not apply to the operation and management of the RECC which is thereby excluded from this section as well as Sections 4, 5 and 6 of this Agreement.

3.2 The participating agencies agree that each of them will use similar EOC management systems, i.e. the Incident Command System (ICS) and the National Incident Management System (NIMS) to efficiently and effectively organize, delegate and manage the duties and responsibilities of strategies and tasks within the scope of emergency response and support for field incident command.

3.3 The participating agencies agree that regional-level emergency operations will typically be of the coordination-and-support variety. Given the nature of this role and the functions associated with it, the jurisdictions participating in joint emergency operations will in most cases come together as a Multi-Agency Coordination Group (MAC Group). A MAC Group may be established in multijurisdictional coordination situations where concurrent incidents are of different types and thus present different (non-competing) resource demands, or where the nature, scope, and magnitude of the incident(s) are such that local jurisdictions require resource management or other support but are otherwise capable of effective tactical incident management on their own.

Should a large, complex, multijurisdictional incident or multiple concurrent incidents demand a high level of coordination among jurisdictions, or if one or more jurisdictions were rendered incapable of effective incident management, the operational participating agencies may opt to establish a Unified Command (UC) rather than a MAC Group. A UC will have the same basic functions as a MAC Group, but it will also take on the added command and control role of incident management oversight.

3.4 The participating agencies agree to provide jurisdiction specific, individual and specialized equipment, maps, response procedure guidebooks and other material to effectively respond to an emergency or disaster event.

3.5 The participating agencies agree to a "turn key" operational concept of facility management and use, and agree to provide the necessary assistance, resources, coordination and cooperation necessary to affect a seamless emergency response operation for the region.

3.6 The participating agencies agree to the concept that each is solely responsible for its resources and that each may offer or decline to send its resources out of its jurisdiction if sending such resources is detrimental to the safety of its jurisdiction.

3.7 The participating agencies agree that in a regional emergency/disaster all efforts will be made to cooperate and assist each other and potential cooperating organizations in response, relief and recovery efforts.

3.8 The participating agencies agree to procure and use common and universal equipment and supplies to the extent such use is economical and practical.

3.9 The participating agencies agree to provide assistance in the preparation of grants and special funding requests for the enhancement of the REOC operation.

#### **4. *REOC Governance***

4.1 The overall goal in governing the REOC shall be to establish a structure that supports the ongoing administration, operation and management throughout the term of this Agreement.

4.2 The REOC Joint Executive and Management Committees are established by this Agreement. The roles, duties and responsibilities of the Joint Executive and Management Committees are set forth in sections 5 and 6 below.

4.3 The governance objectives include:

4.3.1 Provide a structure that enables administrative and fiscal oversight of the operation and maintenance of the REOC by the participating agencies.

4.3.2 Establish an organization that facilitates decision-making.

4.3.3 Leverage resources where appropriate.

4.3.4 Develop an organization that will remain flexible and meet the needs of the participants over the term of the Agreement.

4.4 Washoe County is the sole owner of the Facility. Nothing in this Agreement affects the ownership of the Facility.

4.5 Washoe County will establish a separate budget unit to account for the administration, maintenance and operation of the facility.

4.6 A Facility Use Log shall be established for the first floor to monitor the use by the participating agencies.

#### **5. *Joint Executive Committee Roles and Responsibilities***

5.1 Each of the participating agencies desires to participate in the governance of the REOC as a member of the Joint Executive Committee to be formed under the provisions of this Agreement.

5.2 The Joint Executive Committee shall:

5.2.1 Monitoring the implementation of the REOC.

5.2.2 Review and recommend each year's operating and maintenance budget for the REOC to the Washoe County Commission by January for the following fiscal year. (Nothing within this section shall lessen the authority and responsibility of Washoe County Department of Community

Services (DCS) to maintain the Facility in sound operating condition as defined within Section 7 below, and the responsibility of each participating agency to pay its proportionate cost thereof as provided for in Section 9 below).

- 5.2.3 Review and recommend the approval of major capital outlay for the REOC to the Washoe County Commission. (Nothing in this Section shall lessen the authority of the DCS to make emergency capital outlay purchases in the event of system failure in the REOC or the Facility without the prior approval of the Joint Executive Committee, and the responsibility of each participating agency to pay its proportionate cost thereof as provided for in Section 9 below of this Agreement).
- 5.2.4 Review, revise as necessary and recommend to the Washoe County Commission a five-year capital improvement plan for the facility as prepared by DCS.
- 5.2.5 Review and approve of operating policies and procedures for the REOC.
- 5.2.6 Oversee the development of long-range plans.
- 5.2.7 Adopt by-laws to govern the Joint Executive Committee and approve by-laws for the Joint Management Committee.
- 5.2.8 Receive and act upon recommendations from the Joint Executive Committee regarding the operation, maintenance and repair of the Facility.
- 5.2.9 Receive and act upon recommendations from the Joint Management Committee for the selection and purchase of additional equipment and capabilities, such as EOC software and essential equipment to enhance the operation of the REOC.
- 5.2.10 Receive and act upon recommendations from the Joint Management Committee regarding additional agency participation in the REOC.

5.3 Each participating agency will appoint its respective Manager to serve on the Joint Executive Committee. Each Manager shall designate one staff member to serve as an alternate.

5.4 The Joint Executive Committee shall elect a chairman, vice-chairman, and secretary at its first meeting and thereafter at its first meeting at the beginning of each fiscal year. In the absence or inability of the chair to act, the vice chair shall act as the chair. The chair, or in his/her absence the vice-chair, shall preside, act and conduct all meetings of the Joint Executive Committee. The secretary shall oversee the noticing of meetings, posting of the agendas and the distribution of the minutes.

5.5 The Joint Executive Committee shall conduct regular meetings every year and abide by the

provisions of the Nevada Open Meeting Law. The Joint Executive Committee may provide for additional meetings as may be needed depending upon the pressure of business or as may reasonably be requested by a majority of the members. The date and hour of any regular meeting shall be scheduled by order of the Joint Executive Committee.

5.6 A simple majority of the Joint Executive Committee constitutes a quorum for the transaction of business. All decisions shall require a majority vote of the members present.

5.7 Members of the REOC Joint Executive Committee shall vote on all items on the basis of one vote per agency.

5.8 A participating agency may not designate another participating agency to be its proxy for voting purposes.

5.9 In the case of Joint Executive Committee actions, an alternate member shall only have a voting right in the absence of the regular member.

## **6. *Joint Management Committee Roles and Responsibilities***

6.1 The participating agencies shall be entitled to the following representatives on the Joint Management Committee. The Washoe County representatives shall consist of its Emergency Management Program Manager or his designee or as may be directed and appointed by the Washoe County Commission. The City of Reno and City of Sparks representatives shall be their respective Emergency Management Coordinators, or their designees, or as may be directed and appointed by the respective City Councils.

6.2 The REOC Joint Management Committee shall have responsibility for and provide for the administration of the REOC as follows:

- 6.2.1 Review and recommend operating policies and procedures for the REOC to the Joint Executive Committee.
- 6.2.2 Review, revise as necessary, and recommend to the Joint Executive Committee, by December of each year, an annual operating and maintenance budget for the Facility, as prepared by the DCS with input from the REOC Joint Management Committee.
- 6.2.3 Review and recommend capital outlay for facility improvements to the Joint Executive Committee.
- 6.2.4 Review and recommend updated goals and objectives of the REOC to the Joint Executive Committee;
- 6.2.5 Review and recommend long-range plans to the Joint Executive Committee.

- 6.2.6 Review and recommend additional agencies to the REOC to the Joint Operating Committee.
- 6.2.7 Adopt by-laws to govern the Joint Management Committee's operations.
- 6.2.8 Establish additional working groups of staff from participating agencies (and potential cooperating agencies) to ensure relevant technical issues are thoroughly researched.

6.3 Joint Management Committee operations shall be conducted as follows:

- 6.3.1 The Joint Management Committee shall elect a chairman, vice-chairman, and secretary at its first meeting and thereafter at its first meeting at the beginning of each fiscal year. In the absence or inability of the chair to act, the vice chair shall act as the chair. The chair, or in his/her absence the vice-chair, shall preside, act and conduct all meetings of the Joint Management Committee. The secretary shall oversee the noticing of meetings, posting of agendas, and distribution of the minutes.
- 6.3.2 The Joint Management Committee shall conduct regular meetings, holding at least one regular meeting every year and abide by the Nevada Open Meeting Law. The Joint Management Committee may provide for additional meetings as may be needed depending upon the pressure of business or as may reasonably be requested by a majority of the members. The date and hour of any regular meeting shall be scheduled by order of the committee.
- 6.3.3 The Joint Management Committee shall prepare agendas and keep minutes of meetings. Copies of the minutes shall be made available provided to the members as soon as possible after each meeting.
- 6.3.4 Each member of the Joint Management Committee and any sub-committees shall vote on all items on the basis of one vote per agency.
- 6.3.5 A participating agency may not designate another participating agency to be its proxy for voting purposes.
- 6.3.6 In the case of the Joint Management Committee actions, an alternate member shall only have a voting right in the absence of the regular member.
- 6.3.7 A simple majority of the Joint Management Committee constitutes a quorum for the transaction of business. All decisions shall require a majority of the members present.

7. *Washoe County Department of Community Services*

7.1 The DCS shall be the central point of contact for any Facility maintenance and repair. All personnel necessary to maintain and repair the equipment and Facility shall be under contract to Washoe County or employees of Washoe County and shall be responsible to the Washoe County Manager or designee.

7.2 The DCS shall serve in an advisory and staff function to the Joint Management Committee.

7.3 The DCS staff shall manage the day-to-day maintenance and repair of the Facility, with input from the RECC and the REOC Joint Management Committee, in sound operating condition in accordance with recognized standards for such facilities.

7.4 As the manager of the maintenance and repair of the Facility, Washoe County shall:

- 7.4.1 Through the DCS, maintain the Facility in good condition and repair including all such maintenance, repair and construction work as shall be required to preserve, maintain and repair walkways; parking areas and patios; common area, elevator, heating, ventilating, and air conditioning systems; trash disposal and other janitorial services; lighting and all utilities utilized in connection therewith; exterior roofs; exterior roof coverings; exterior supporting structures, walls and overhead roll-up doors; exterior and interior window cleaning; pest control; painting; cleaning of hard surface floors and carpeted areas and the shampooing of carpeted areas; telephone systems not necessary for the operation of the RECC; plumbing systems; security systems; interior walls; and electrical systems including the emergency generator. Excluded from the maintenance are items owned and/or operated by the Regional Emergency Communications Center. Each participating agency shall be responsible for maintaining its own equipment.
- 7.4.2 Through its Parks Department, maintain and repair external irrigation systems, gardening and landscaping areas; and provide snow removal for walkways and parking areas.
- 7.4.3. Obtain Joint Management approval for decisions related to alteration and modification of the Facility.
- 7.4.4 Develop contracts with vendors.
- 7.4.5 Acquire, hold or dispose of personal property necessary to operate the Facility.
- 7.4.6 Provide input to the Joint Management Committee for the annual capital outlay budget for the Facility by December to be presented to the Joint Executive Committee for review and approval prior to submission to the Washoe County Commission.

- 7.4.7 Make emergency repairs and capital outlay to the Facility, as required.
- 7.4.8 Provide operating reports and technical information as necessary to the Joint Management Committee.
- 7.4.9 Establish and maintain accounts and records, including personnel, property, financial and other records deemed necessary by the Joint Management Committee to ensure proper accounting for all ongoing operations and maintenance costs.

## **8. Facility**

8.1 The participating agencies shall not alter, repair, modify, or change the premises of the Facility, without the express written permission and approval of the DCS.

8.2 The participating agencies agree and acknowledge that the use and occupancy of the second floor by the RECC shall be a 24/7 operation. The RECC staff shall have the unrestricted use of the first floor gym, locker and kitchen areas. The expenses relative to the second floor occupancy shall be paid as part of the contribution provided by the City of Reno and Washoe County, as specified in Section 9 below. The gym equipment located on the first floor is owned by the City of Reno. Any employee of Washoe County that intends to use said equipment must sign a waiver of liability for such use.

8.3 The Washoe County Emergency Management Program Manager, with the assistance of and collaboration with the Joint Management Committee, shall be responsible for the use of the REOC, to include coordinating the following:

- 8.3.1 Use of the REOC by the participating agencies.
- 8.3.2 Development and updating of procedures to test and verify the operational readiness of the REOC.
- 8.3.3 Development of procedures for the activation and operation of the REOC by any of the participating agencies.
- 8.3.4 Notification to the DCS of the need for maintenance and repair of the Facility and communicating to the participating agencies such notification and the response of the DCS.

## **9. Participating Agency Costs**

9.1 Commencing immediately upon occupation of the RECC by Washoe County and execution of this First Amended Agreement, the estimated first year annual operating, maintenance and repair costs for the Facility will be as follows: City of Reno – 47%, Washoe County – 44%, and Sparks – 9%.

9.2 Ongoing operating, maintenance, repair, and capital outlay costs shall be shared equitably by the participating agencies and shall be based on the proportionate share of space in the REOC and RECC in use by each the participating agency as a percentage of the total space (including shared support spaces and building circulation). This proportionate share for participating agencies participating at the time this First Amended Agreement was adopted is reflected in the table below.

Participating Agency	Allocated Space	Allocation of Costs
City of Reno	Share of RECC - Dispatch Center	34%
City of Reno	Proportion of shared support spaces and building circulation and share of REOC	13%
Washoe County	Share of RECC - Dispatch Center	23%
Washoe County	Proportion of shared support spaces and building circulation and share of REOC	21%
City of Sparks	Proportion of shared support spaces and building circulation and share of REOC	9%
<b>Total</b>		<b>100%</b>

The DCS will invoice the participating agencies quarterly for their shares of the actual expenses incurred. Within 120 days after the closing of the fiscal year, the DCS shall provide a reconciliation report reflecting the total cost of all expenses for the Facility, and payments received, and any amounts remaining to be paid. Thereafter the percentage contributions set forth will be reviewed by the Joint Management Committee in connection with the annual budget for the Facility and adjusted accordingly.

9.3 An agency desiring to become a participating agency in the REOC/RECC subsequent to the adoption of this Agreement shall be responsible for paying their pro rata share of the expenses related to the total Facility and this Agreement.

9.4 Monthly Operating, Repair, Maintenance and Capital Outlay Charges

9.4.1 The costs of ongoing operations, maintenance, repair, and capital outlay of the Facility shall be allocated to the participating agencies as provided in Section 9.1 above.

9.4.2 The budget shall remain in effect for a period of one fiscal year. The billing shall be quarterly for actual expenses and the facility infrastructure preservation fund. The budget will be adjusted annually based upon actual expenses, the applicable facility infrastructure preservation fund and be

submitted for approval of the Joint Executive Committee and the Washoe County Commissioners.

- 9.4.3 Costs and expenses that are considered to be shared by the participating agencies are those incurred by the DCS for the benefit of the participating agencies as such costs and expenses pertaining to the maintenance, repair, facility infrastructure preservation fund and operation of the Facility. Such costs and expenses shall include, as budget line items, the following at a minimum:
- 9.4.3.1 Personnel salaries and fringe benefits of personnel who provide direct and indirect support for the Facility, based on hours actually worked in support and maintenance of the facility.
  - 9.4.3.2 Services and supplies such as information technology fiber, utilities, parts, contractual services.
  - 9.4.3.3 Facility infrastructure preservation fund shall be 5% of the annual operating and maintenance budget subject to adjustment by the Joint Executive Committee.
  - 9.4.3.4 Authorized capital outlay expenditures.
  - 9.4.3.5 County-wide overhead charges, wages, benefits and overhead of personnel assigned to or assisting with the operation of the Facility and the administration of this Agreement, will be based on the hours actually worked maintaining the Facility.
  - 9.4.3.6 Other expenditures recommended by the Joint Executive Committee, and approved through the budget process.
- 9.5 Each participating agency shall bear, at its own expense, the operating, repair, maintenance, and capital outlay costs incurred solely for its own benefit (e.g., office furniture).
- 9.6 Each participating agency shall reimburse the DCS for the costs of repair or damage beyond ordinary wear and tear caused by that participating agency. DCS shall determine the costs of repair and whether such repairs are beyond ordinary wear and tear. This provision does not apply to claims covered under any property coverage or insurance.
- 9.7 Each participating agency shall make payment to the DCS within thirty (30) calendar days of receipt of the invoice. A five percent (5%) late charge shall be imposed upon payments not received by the DCS within thirty (30) calendar days following the scheduled dates for payment. If a charge is not paid in full within sixty (60) calendar days following any scheduled due date, the participating agency shall be in default and subject to immediate and automatic termination in accordance with Section 15 of this Agreement.

## ***10. Responsibility for Equipment***

Unless otherwise determined by separate agreement, the DCS is responsible for maintenance, repair, and operation of the Facility and all electrical and telephonic equipment of the REOC. The Washoe County Information Technology Department shall be responsible for all fiber connectivity for the Facility. Excluded from the maintenance are items owned and/or operated by the Regional Emergency Communications Center. Each participating agency shall be responsible for maintaining its own equipment.

## ***11. Hold Harmless and Indemnification***

11.1 To the extent limited in accordance with NRS 41.0305 to NRS 41.039, each party will be responsible for any liability or loss that may be incurred as a result of any claim, demand, cost or judgment made against that party arising from its negligent acts, or errors or omissions or that of the party's employees, agents or servants in connection with work or responsibilities performed pursuant to this Agreement.

11.2 To the extent allowed by law, pursuant to Nevada Revised Statutes, Chapter 41, and to the extent limited in accordance with NRS 41.0305 to NRS 41.039, each party agrees to hold harmless, indemnify and defend each other from and against any and all losses, liabilities or expenses of any nature to the person or property of another, to which each may be subjected as a result of any claim, demand, action or cause arising out of the negligent acts or errors or omissions of that party's employees, agents, or servants in connection with work or responsibilities performed pursuant to this Agreement.

11.3 To the extent allowed by law, the participating agencies agree that they are joint employers for the purpose of Workers Compensation as set forth in NRS Chapters 616A – 166D.

## ***12. Insurance***

12.1 Each participating agency agrees to purchase insurance or maintain a statutorily authorized self-funded program to provide for any financial responsibilities for liability arising out of this Agreement.

12.2 Washoe County will obtain quotes for property insurance on an all risk, replacement cost basis for coverage of the Facility. Washoe County will develop a charge for losses within its deductibles under the property insurance charge. The costs of insurance will be prorated among the participating agencies on an annual basis pursuant to Section 9.1 of this Agreement. The charge for losses with deductibles shall be based on actual losses incurred within the deductible, not expected losses, and shall be charged back to the participating agencies as set forth below.

12.3 In the event that a liability claim is made or a lawsuit is filed against any of the participating agencies or any individual participating agency related to the use and operation of the Facility, there shall be a meeting between the Risk Managers from each participating agency to discuss how to best address the claim or lawsuit.

12.4 Should the participating agencies agree to settle any claim or lawsuit, the Risk Managers

and attorneys for the participating agencies will make recommendations directly to the Joint Executive Committee.

### **13. *Term of Agreement***

The initial term of the Agreement shall be for such length of time that the Facility is used for the purpose of the REOC; or for 5 years, whichever occurs first. This Agreement may be renewed, with the consent of all parties, for two (2) additional five (5) year terms.

### **14. *Agreement Modification; Entire Agreement***

14.1 This Agreement may only be amended with the approval of all participating agencies. Prior to processing an amendment, a recommendation shall be requested from the Joint Executive Committee and the Joint Management Committee.

14.2 This Agreement constitutes the entire agreement of the participating agencies and any previous oral or written agreements are superseded by this Agreement.

14.3 This Agreement may be executed in counterpart originals, each of which when taken together will constitute one document.

### **15. *Termination of Agreement***

#### **15.1 Voluntary Termination**

15.1.1 Any participating agency wishing to terminate participation prior to the end of the term of this Agreement must provide no less than a six (6) month written notice of intent to terminate participation.

15.2 Any participating agency voluntarily terminating in accordance with this Section shall forfeit all rights as a participating agency to the REOC, and promptly pay all amounts due under the term of this Agreement.

#### **15.2 Involuntary Termination**

15.2.1 The failure of any participating agency to adhere to the terms and conditions of this Agreement, including timely payment of fees due, may constitute grounds for that agency's involuntary termination from participation.

15.2.2 A participating agency in breach of any of the terms of this Agreement must be notified in writing that, unless it comes into compliance within 30 days of receipt of written notice, its participation in the REOC may be involuntarily terminated.

15.2.3 If the participating agency fails to remedy the breach within the specified time frame, the issue of its involuntary termination will be considered by the Joint Management Committee. Upon a majority vote, the Joint

Management Committee will recommend to the Joint Executive Committee that the agency be involuntarily terminated.

15.2.4 Upon a majority vote, the Joint Executive Committee will notify the agency that its participation in the REOC is terminated and that it will forfeit any claim to any REOC assets. This section applies to RECC participation as well.

15.2.5 Washoe County retains the right to seek legal redress, if necessary, to obtain payment on amounts due from any participating agencies.

15.2.6 A participating agency terminated for late or non-payment of amounts due forfeits any claim to any REOC asset or any use of the Facility.

**16. *No Third Party Beneficiaries.***

The parties expressly disclaim the creation of any right in any third party whatsoever under this Agreement. There are no third-party beneficiaries. The only persons who may enforce this Agreement and any rights under this Agreement are the participating agencies.

**17. *Applicable Laws.***

This Agreement shall be administered and interpreted under the laws of the State of Nevada. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect. In addition, this Agreement shall not be interpreted for or against any party by reason of which party drafted its provisions. Titles and subsections to this Agreement are for reference purposes only.

**18. *Assignment.***

Any assignment of this Agreement requires the written mutual consent of the parties prior to becoming operational. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

**19. *Notice.***

Any notices provided for herein shall be given in writing by certified mail, return receipt requested, or by personal service to:

City Manager  
City of Reno  
P.O. Box 1900  
Reno, NV 89505

cc: Chief Civil Deputy City Attorney

P.O. Box 1900  
Reno, NV 89505

Assistant Sheriff, Administration  
Washoe County Detention Facility  
911 Parr Blvd.  
Reno, NV 89512

Deputy District Attorney  
Civil Division  
Washoe County District Attorney  
P.O. Box 30083  
Reno, NV 89520

City Manager  
City of Sparks  
P.O. Box 857  
Sparks, NV 89432-0857

**20. *Waiver.***

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach thereof.

**21. *Severability.***

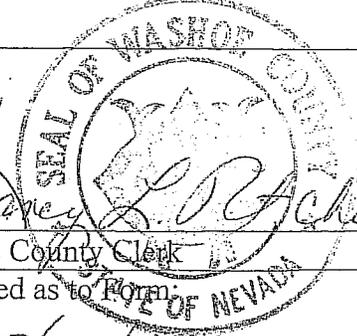
In case any one of more of the terms, sentences, paragraphs or provisions contained herein shall for any reason be held to be invalid, illegal, or non-enforceable, in any respect, such invalidity, illegality, or non-enforceability shall not affect any other terms, sentences, paragraphs, or provisions and this Agreement shall be construed as if such invalid, illegal, or non-enforceable provision had never been contained herein.

**22. *Entire Agreement.***

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

IN WITNESS WHEREOF, the parties hereto do affix their signatures:

[SIGNATURES CONTINUED ON NEXT PAGE ]

Date: 3/27/12 County of Washoe By: <u>Robert M. Larkin</u> Chairman, Washoe County Commission	Attest:  By: <u>Amy L. O'Connell</u> Washoe County Clerk
	Approved as to Form: Date: 3/27/12 By: <u>Paul Depaul</u> Deputy District Attorney
Date: City of Reno By: _____ Mayor	Attest: By: _____ Reno City Clerk
	Approved as to Form: Date: By: _____ Deputy City Attorney
Date: City of Sparks By: _____ Mayor	Attest: By: _____ Sparks City Clerk
	Approved as to Form: Date: By: _____ City Attorney

<p>Date:</p> <p>County of Washoe</p> <p>By: _____ Chairman, Washoe County Commission</p>	<p>Attest:</p> <p>By: _____ Washoe County Clerk</p>
	<p>Approved as to Form:</p> <p>Date:</p> <p>By: _____ Deputy District Attorney</p>
<p>Date: 4-04-12</p> <p>City of Reno</p> <p>By: <u><i>David Aiazzi</i></u> DAVID AIAZZI Mayor for ROBERT A. CASHELL, Sr.</p>	<p>Attest:</p> <p>By: <u><i>Immett Roberts</i></u> Reno City Clerk</p>
	<p>Approved as to Form:</p> <p>Date: 4-13-12</p> <p>By: <u><i>Gallenelle</i></u> Deputy City Attorney</p>
<p>Date: 5/29/12</p> <p>City of Sparks</p> <p>By: <u><i>Gene R. Manta</i></u> Mayor</p>	<p>Attest:</p> <p>By: <u><i>Inda K. Patterson</i></u> City of Sparks Sparks City Clerk</p>
	<p>Approved as to Form:</p> <p>Date:</p> <p>By: <u><i>Paul Adams</i></u> City Attorney</p>



# INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

Nevada Secretary of State  
101 North Carson Street, Suite 3  
Carson City, NV 89701  
Contact: Scott Gilles  
sgilles@sos.nv.gov

and

Washoe County Registrar of Voters  
1001 East Ninth Street, Room A135  
Reno, NV 89512  
Contact: Dan Burk  
dburk@washoecounty.us

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.
  - a. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
  - b. "Sponsor" means the Nevada Secretary of State's office, Carson City, Nevada.
  - c. "County" means the Washoe County Registrar of Voters, Washoe County, Nevada.
  - d. "Principal Contractor" means DIMS-Net, a division of Election Systems and Software, an entity that performs services and/or provides goods for the County under the terms and conditions set forth in this Intrastate Interlocal Contract Between Public Agencies (hereinafter, the "Contract").
3. CONTRACT TERM. This Contract shall be effective upon approval to September 30, 2012, unless sooner terminated by either party as set forth in this Contract.
4. TERMINATION. This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 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 by the Principal Contractor shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

**ATTACHMENT 1: DIMS-Net COST ESTIMATION AND SCOPE OF WORK; Projected Cost of NOVA Implementation in Washoe County a DIMS.net VR System User**

7. REIMBURSEMENT AMOUNT. The parties agree that Principal Contractor will provide the services specified in Attachment 1 at a total cost of \$86,005 for complete project services, with the total payable: upon completion of the project, not to exceed \$86,005. The State does not agree to reimburse County for expenses unless otherwise specified in the incorporated attachments.

8. INVOICING. The Principal Contractor will invoice the County at the address listed above upon completion of the project with net 30 payment terms as to the amount listed in Section 7 above. Within three (3) business days of its receipt of the invoice, the County will submit the invoice to the Secretary of State's office at the address listed above for payment directly to the Principal Contractor. The State will submit payment to the Principal Contractor within 25 days of invoice receipt.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. INDEMNIFICATION. Neither party waives any right or defense to indemnification that may exist in law or equity.

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.

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. REPORTS. Technical reports will be provided by the Principal Contractor to County and Sponsor as required by the Scope of Work with the final report to be provided upon completion of the project. A financial report will be provided by the County to Sponsor upon completion of the project. Such reports will be forwarded to the Secretary of State's office as provided herein.

25. 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 #1

Robert M. Louka  
Public Agency #1 Signature

3/27/12 Chairman, Washoe County  
Date Title Commission

SECRETARY OF STATE

Public Agency #2

Mae F. Foley  
Public Agency #2 Signature

3-28-12 Chief Deputy Secy of State  
Date Title

[Signature]  
Signature - Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS

Approved as to form by:

[Signature]  
Deputy Attorney General for Attorney General, State of Nevada

On 4-3-12 (Date)

On 3-29-12 (Date)

1X-047

8X2<sup>2</sup>

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN WASHOE COUNTY AND WASHOE COUNTY SCHOOL DISTRICT  
REGARDING MAINTENANCE OF CERTAIN FACILITIES**

THIS MAINTENANCE AGREEMENT, hereinafter ("Agreement,") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between Washoe County ("County"), a political subdivision of the State of Nevada, and Washoe County School District ("District"), a political subdivision of the State of Nevada, collectively referred to as the ("Parties").

RECITALS

WHEREAS, the Parties are public agencies described in NRS 277.100; and

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

WHEREAS, the District is the owner of certain real property, more commonly known as Pleasant Valley Elementary, APN 045-310-86 and Verdi Elementary, APNs 038-060-04 and 038-060-27, as illustrated in Exhibits A and B respectively, attached hereto and incorporated by reference, located in Washoe County, Nevada, and (hereafter referred to as the "facilities"); and

WHEREAS, the facilities are important community resources and were jointly developed by the parties; and

WHEREAS, the District desires to contract maintenance of a portion of the facilities to the County to ensure the facilities are adequately maintained and in safe condition for benefit of the community.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the Parties agree as follows:

1. Maintenance of Facilities. The County, through its Department of Regional Parks and Open Space, shall provide the personnel and equipment necessary to conduct certain tasks (ie. trash and debris removal; seasonal pruning of shrubs and trees; turf and irrigation maintenance; weed control; playground inspection and maintenance etc.) as identified to adequately maintain the facilities to a level acceptable to the Parties.
2. Billing and Payment for Services. County will bill back District on an annual basis for 50% of all direct and indirect costs (personnel, equipment, supplies, materials etc.) associated with

maintenance of the facilities. The District agrees to reimburse fifty percent (50%) of the costs associated with providing this service.

3. Scheduling. The School Principals and County personnel shall discuss and schedule turf and irrigation repair and maintenance at such facilities as described in Exhibits A and B.

4. Waiver of Liability:

4.1. Without waiving and subject to the limitations of NRS Chapter 41, County agrees to hold harmless and free from liability the District, its officers, agents, or employees, while acting as such, from all damages, costs or expenses to which any of them shall be exposed or become obligated to pay by reason of liability imposed by law because of damages to property or injury to or death of persons, provided that such was incurred or suffered as a result of any act or omission by the County which is required of it by this agreement, or the maintenance of facilities upon the District's premises. This paragraph does not, nor is it intended, to be relied on by any third party nor does it broaden or increase the County's legal liability to any person not a party to this agreement. The County shall retain all rights, immunities, and defenses it is entitled to by law.

4.2. Without waiving and subject to the limitations of NRS Chapter 41, District agrees to hold harmless and free from liability the County, its officers, agents, or employees, while acting as such, from all damages, costs or expenses to which any of them shall be exposed or become obligated to pay by reason of liability imposed by law because of damages to property or injury to or death of persons, provided that such was incurred or suffered as a result of any act or omission by the District which is required of it by this agreement, or the maintenance of facilities by the County. This paragraph does not, nor is it intended, to be relied on by any third party nor does it broaden or increase the District's legal liability to any person not a party to this agreement. The District shall retain all rights, immunities, and defenses it is entitled to by law.

5. TERM.

5.1. It is the intent of both parties that this agreement shall continue in perpetuity consistent with applicable laws and regulations pertaining to inter-local agreements by governmental agencies.

5.2. Changes to maintenance responsibilities may be modified upon mutual written consent by County Director of Regional Parks and Open Space and District Director of Facilities Management or their assigns.

5.3 Additions or deletions to the facilities listed on Exhibits A and B may be made by mutual written consent by County Director of Regional Parks and Open Space and DISTRICT Director of Facilities Management or their assigns.

5.4 In the event either District or County breaches or otherwise defaults in the performance of any of the terms, covenants, or conditions of this Agreement, the non-breaching party shall be entitled to terminate this Agreement upon written notice to the party in breach or default describing both the nature of the alleged breach or default and date of termination. If the default is one capable of being cured, the defaulting party shall have thirty (30) days from receipt of the notice of termination in which to cure the stated default provided, however, that an excessive number of breaches may constitute grounds for termination, whether cured or not.

With or without cause, the Parties may terminate this Agreement and all rights granted hereby by giving ninety (90) days' written notice, unless there is an immediate danger to health and/or safety, in which case termination may be immediate.

8. ENTIRE AGREEMENT. There are no agreements, warranties, or representations, express or implied, except those expressly set forth herein. All agreements, representations, and warranties contained in this Agreement shall apply as of the date of this Agreement.

9. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

10. NOTICES. All notices to be given with respect to this Agreement must be in writing. Each notice shall be sent by registered or certified mail, postage prepaid, and return receipt requested, to the party or parties to be notified at the address or addresses set forth herein, or at such address as either party may, from time to time, designate in writing.

Every notice shall be deemed to have been given at the time it shall be deposited in the United States mail in the manner prescribed herein. Nothing contained shall be construed to preclude personal service of any notice in the manner prescribed for personal service of summons or other legal process.

Address for DISTRICT:

Washoe County School District

Attn: Director, Facilities Management  
7495 South Virginia Street  
Reno, NV 89511

Address for COUNTY:

Washoe County Department of Regional Parks and Open Space

Attn: Director  
2601 Plumas Street  
Reno, Nevada 89509

11. FULL PERFORMANCE. This Agreement and the terms and conditions hereof shall apply to and are binding upon the successors, and assigns of County and District.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on this 27<sup>th</sup>  
day of March, 2012.

WASHOE COUNTY, by and through its  
Board of County Commissioners

By Robert M Larkin  
Robert M. Larkin, Chair

ATTEST:

By: [Signature]  
County Clerk



WASHOE COUNTY SCHOOL DISTRICT,  
by and through its Board of Trustees

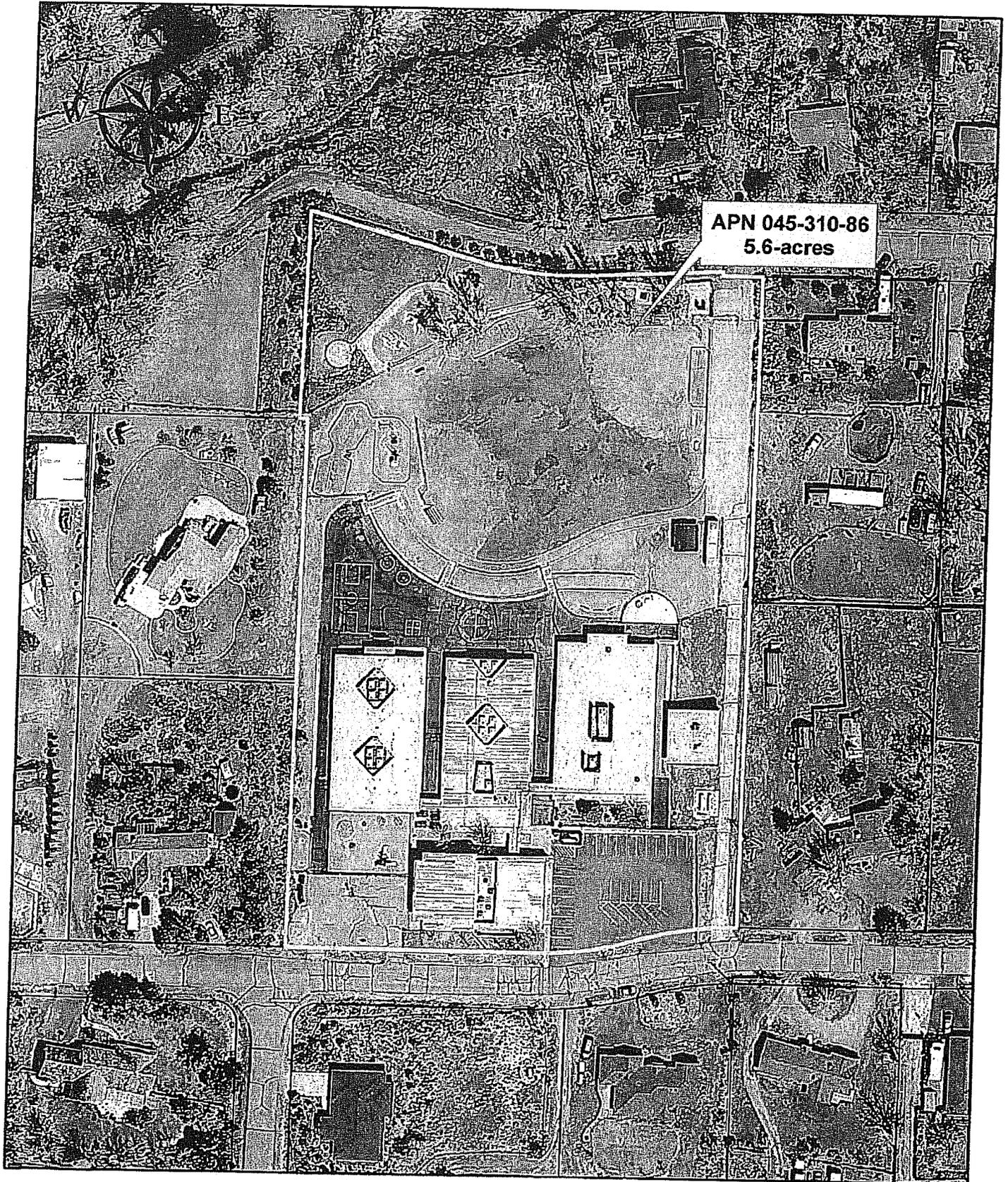
By \_\_\_\_\_  
Ken Grein, President

COUNTY OF WASHOE  
STATE OF NEVADA

On this \_\_\_\_\_ day of \_\_\_\_\_, 2012 personally appeared before me, a  
Notary Public, \_\_\_\_\_ known to me to be the \_\_\_\_\_ of  
the Washoe County School District Board of Trustees who acknowledged to me that s/he  
executed the above instrument for the purposes therein contained.

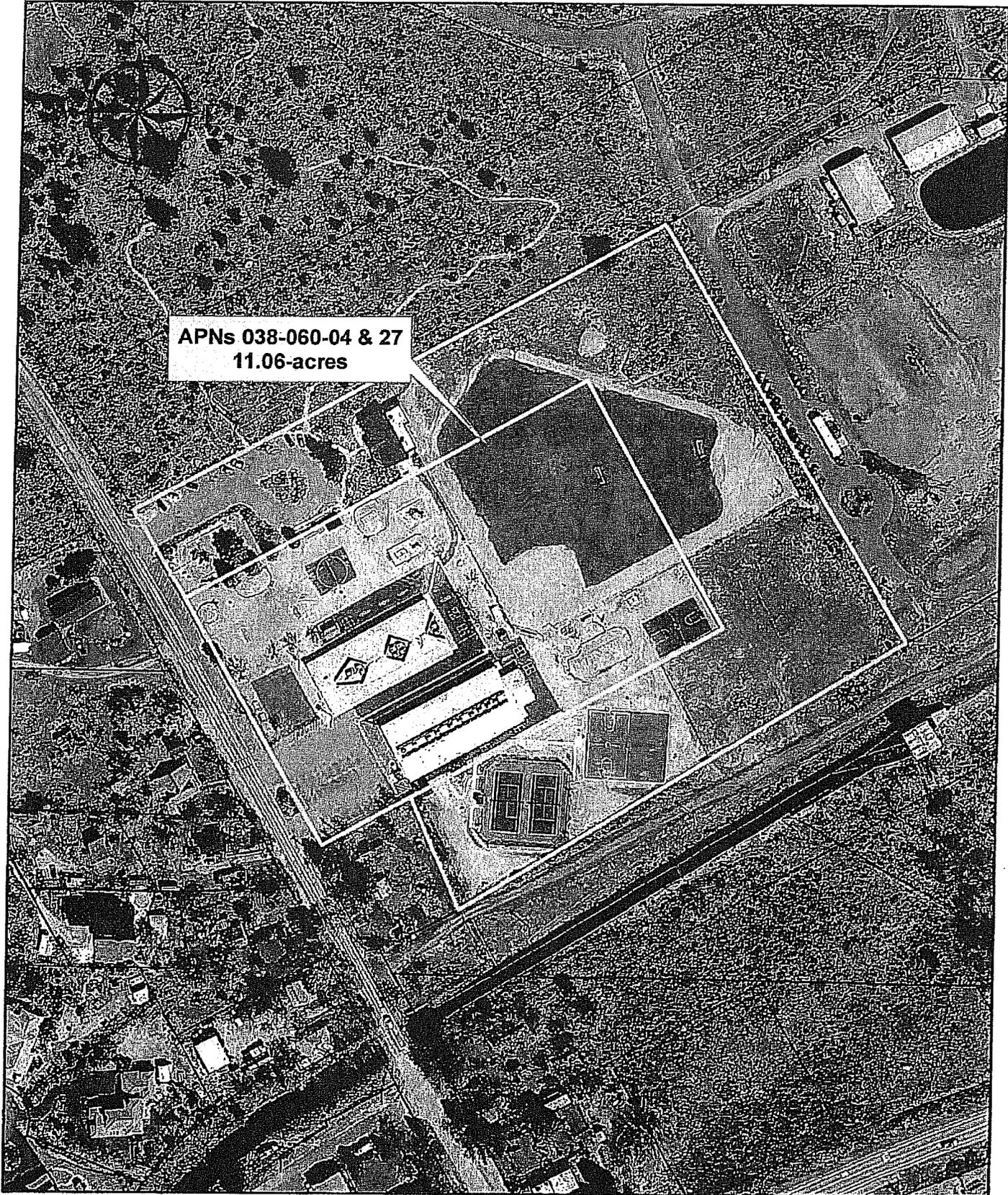
\_\_\_\_\_  
Notary Public

8E4



**EXHIBIT A**  
**Pleasant Valley Elementary School**

*A-3/27/2*  
*MORR 86(4)*



APNs 038-060-04 & 27  
11.06-acres

**EXHIBIT B**  
**Verdi Elementary School**

*A-3/27/12  
model BE(A)*