

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

TUESDAY

10:00 A.M.

AUGUST 14, 2012

PRESENT:

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

Jaime Deller, Deputy Clerk
Katy Simon, County Manager
Paul Lipparelli, Legal Counsel

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

12-744 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.”

James Kozera spoke on the grandfather clause concerning the Reno Livestock Events Center. He stated that he would like to meet with Commissioner Weber to discuss his concerns.

Ardena Perry discussed the recent audit that was completed for the Regional Animal Services. She distributed a handout with her comments, which was placed on file with the Clerk.

Jon Eric Johnson spoke on the recent fire deconsolidation. Due to that deconsolidation, he said his taxes had increased and his services had decreased. He said elected officials enjoyed qualified immunity from civil prosecution; however, in a recent Supreme Court decision, *Messer-Smith versus Melinder*, the Chief Justice referenced another case and said, “qualified immunity gives government officials breathing room to make reasonable mistakes in judgment and protects all but the plainly incompetent or those who knowingly violate the law.” He stated there were a host of fire officers, both

active and retired that would testify in a civil court to the Board's incompetence amid the fire deconsolidation.

12-745 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, read compliments to County staff that had been received in the Manager's Office.

Commissioner Weber requested Agenda Item 6J(1), acknowledgement of the Regional Animal Services Audit, be removed from the consent agenda and heard separately. She requested a meeting be scheduled between James Kozera, herself and legal counsel to discuss Mr. Kozera's concerns about the Reno Livestock Events Center. She noted this had been discussed before and Mr. Kozera had presented before the Reno-Sparks Convention and Visitors Authority (RSCVA). Commissioner Weber remarked that many items on the agenda reflected the Commission Districts they represented; however, due to re-districting the lines had been changed and suggested the districts be re-evaluated.

Commissioner Humke spoke on recent interactions with firefighters from the Truckee Meadows Fire Protection District (TMFPD) and noted that the attitude within the District was very positive.

12-746 AGENDA ITEM 5 – RESOLUTION OF ACCOMPLISHMENT

Agenda Subject: “Resolution of Accomplishment--Technology Services second place award in 2012 Center for Digital Government's Digital Counties Survey. (All Commission Districts.) Requested by Commissioner Weber.”

Commissioner Weber read and presented the Resolution of Accomplishment to Cory Casazza, Chief Information Management Officer. Mr. Casazza thanked the Board for the Resolution and thanked the technology staff throughout the County for their innovative ideas and hard work.

10:15 a.m. Commissioner Humke temporarily left the meeting.

There was no public comment on this item.

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

CONSENT AGENDA

10:19 a.m. Commissioner Humke returned.

12-747 **AGENDA ITEM 6A**

Agenda Subject: “Approve minutes for the Board of County Commissioners' regular meeting for July 10 and special meeting for July 16, 2012.”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6A be approved.

12-748 **AGENDA ITEM 6B – HEALTH DISTRICT**

Agenda Subject: “Approve net increase [\$85,000] for Fiscal Year 2013 Purchase Order #7500001428 issued to Cardinal Health (Contract #MMS10001) [approximately \$110,000] for pharmaceutical products in support of the medical clinic operations on behalf of the Community and Clinical Health Services Division of the Washoe County Health District. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6B be approved.

12-749 **AGENDA ITEM 6C – INCLINE CONSTABLE**

Agenda Subject: “Accept donation [\$300] from Sierra Nevada College to the Incline Village Constable’s Office to help pay for training and security needs for the Incline Village Constable’s Office; and if accepted, direct the Finance Department to make the appropriate budget adjustments. (Commission District 1.)”

On behalf of the Board, Commissioner Jung thanked Sierra Nevada College for their generous donation.

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6C be accepted and directed.

12-750 AGENDA ITEM 6D - LIBRARY

Agenda Subject: “Accept donation [\$224,910] from Friends of Washoe County Library, with no local match required, for restricted use towards the operational needs of Sierra View Library located at the Reno Town Mall, 4001 S. Virginia Street, Reno, NV; and, if approved; direct Finance to make the necessary budget adjustments. (Commission District 2.)”

On behalf of the Board, Commissioner Jung thanked the Friends of Washoe County Library for their generous donation.

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6D be accepted, approved and directed.

12-751 AGENDA ITEM 6E – PUBLIC DEFENDER/PUBLIC GUARDIAN/SENIOR SERVICES

Agenda Subject: “Approve Field Education Agreement between Washoe County, Acting by and through its Office of the Public Defender, Office of the Public Guardian and Office of Senior Services and The Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, for a five year term, retroactive to August 1, 2012 [no fiscal impact] to serve as a field placement site for interns from the school of Social Work. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6E be approved.

12-752 AGENDA ITEM 6F – SENIOR SERVICES

Agenda Subject: “Approve Assistance League of Reno-Sparks Food Pantry Agreement between Washoe County and the Assistance League of Reno-Sparks for food pantry program providing food to qualifying seniors in collaboration with the Department of Senior Services. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6F be approved.

12-753 **AGENDA ITEM 6G(1) – COMMUNITY SERVICES/COMMUNITY DEVELOPMENT**

Agenda Subject: “Approve the State of Nevada Manufacturer’s (Rectifier/Importer and Supplier) License for Thomas J. Adams dba Battle Born Distilling Company LLC, and if approved, authorize each Commissioner to sign the State of Nevada *Application for Manufacturer’s License* with direction for the County Clerk to attest the license. (Commission District 4.)”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6G(1) be approved, authorized, executed and directed.

12-754 **AGENDA ITEM 6G(2) – COMMUNITY SERVICES/PUBLIC WORKS**

Agenda Subject: “Accept a Nevada Community Development Block Grant [\$76,087.23 with a 20% County match of \$19,572.44 for in kind services of staff time and indirect costs] from the Nevada Governor’s Office of Economic Development; and accept gift funds from the Sun Valley General Improvement District [\$5,000] both for the Lois Allen School Sidewalk Project; and if accepted, authorize Chairman to execute grant documents and direct the Finance Department to make the appropriate budget adjustments. (Commission District 5.)”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6G(2) be accepted, authorized, executed and directed.

12-755 **AGENDA ITEM 6G(3) – COMMUNITY SERVICES/PUBLIC WORKS**

Agenda Subject: “Authorize Public Works to advertise and solicit bid proposals for the Washoe County Assessor Staff Consolidation and Relocation project [\$130,000 estimated amount, Capital Facilities Tax Fund]. (Commission District 3.)”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6G(3) be authorized.

12-756 AGENDA ITEM 6G(4) – COMMUNITY SERVICES/PUBLIC WORKS

Agenda Subject: “Acknowledge receipt of the Project Status Report - Special Assessment District No. 32, Spanish Springs Valley Ranches Roads. (Commission District 4.)”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6G(4) be acknowledged.

12-757 AGENDA ITEM 6G(5) – COMMUNITY SERVICES/WATER RESOURCES

Agenda Subject: “Approve the Water Rights Deed and associated Water Conveyance Agreement to convey 2.94 acre-feet of water rights from the Ronald L. Olson Trust a.k.a. the Ronald L. Olson Revocable Trust of 2006 to Washoe County in support of the High Desert Equine Center located in the Warm Springs area. (Commission District 4.)”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6G(5) be approved.

12-758 AGENDA ITEM 6G(6) – COMMUNITY SERVICES/WATER RESOURCES

Agenda Subject: “Authorize Purchasing Department to development and release Invitation to Bid for Environmental Sample Testing, Data Review and Reporting, on behalf of the Department of Water Resources for the term of one year commencing January 1, 2013, with the provision for two successive annual renewal options [not to exceed an annual value of \$170,000 – first year’s funding source: 50% Fiscal Year 2012/2013 and 50% Fiscal Year 2013/2014]. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6G(6) be authorized.

12-759 **AGENDA ITEM 6G(7) – COMMUNITY SERVICES/WATER RESOURCES**

Agenda Subject: “Approve authorization for 1) the release and abandonment of two existing water drainage easements located on real property owned by Renown Health (“Property); and 2) approve Agreement for Purchase of Real Property and Easements to acquire a parcel of real property and an Underground Water Facilities Easement and Access Easement on the Property necessary to equip an existing County owned municipal production well located in the South Truckee Meadows [purchase price approximately \$31,400, plus estimated closing costs not to exceed \$3,000 – South Truckee Meadows New Water Connection Fund]. (Commission District 2.)”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6G(7) be approved.

12-760 **AGENDA ITEM 6H(1) – HUMAN RESOURCES**

Agenda Subject: “Approve the elimination of wage and benefit concessions effective July 2, 2012, and reinstitute merit increases and career incentive payments, for the County Manager, Assistant County Manager, appointed department heads, non-represented division managers, for Chief Deputies and Undersheriff at the Sheriff’s Office effective July 1, 2012 – to include continuing physical fitness pay; eliminate the salary concessions for the Board of County Commissioners effective July 2, 2012; and for Confidential Employees stop the 3.34% wage concessions effective July 2, 2012. (All Commission Districts)”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6H(1) be approved.

12-761 **AGENDA ITEM 6H(2) – HUMAN RESOURCES**

Agenda Subject: “Approve the elimination of wage and benefit concessions effective July 2, 2012 for Juvenile Services employees, Wadsworth Justice Court employees, and health benefit cost share for the Wadsworth Justice of the Peace, health benefit cost share for the Incline Constable, and health benefit cost share for the Incline Justice of the Peace. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6H(2) be approved.

12-762 AGENDA ITEM 6H(3) – HUMAN RESOURCES

Agenda Subject: “Approve the Collective Bargaining Agreements with the Washoe County Nurses Association for the Non-Supervisory and Supervisory bargaining units for the periods July 1, 2011 through June 30, 2012; approve the Collective Bargaining Agreements with the Washoe County Nurses Association for the Non-Supervisory and Supervisory bargaining units for the periods July 1, 2012 through June 30, 2013. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6H(3) be approved.

12-763 AGENDA ITEM 6I(1) – JUVENILE SERVICES

Agenda Subject: “Approve Sponsor Agreement between the County of Washoe (Juvenile Services) and the Nevada Department of Education, Office of Child Nutrition Programs for reimbursements from the National School Lunch and School Breakfast Program; and if approved, accept reimbursements from the National School Lunch and School Breakfast Program for Fiscal Year 2013 for youth detained at Wittenberg Hall Detention Facility. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6I(1) be approved and accepted.

12-764 AGENDA ITEM 6I(2) – JUVENILE SERVICES

Agenda Subject: “Approve Contract between Washoe County (Department of Juvenile Services) and The Board of Regents of the Nevada System of Higher Education (University of Nevada, Reno) concerning the Human Development and Family Studies (HDFS) students. Contract shall be effective upon board approval through June 30, 2013. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6I(2) be approved.

12-765 AGENDA ITEM 6I(3) – JUVENILE SERVICES

Agenda Subject: “Approve Contract between Washoe County (Department of Juvenile Services) and The Board of Regents of the Nevada System of Higher

Education (University of Nevada, Reno) concerning the Department of Health Science and CASAT students. Contract shall be effective upon board approval through June 30, 2013. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6I(3) be approved.

12-766 AGENDA ITEM 6I(4) – JUVENILE SERVICES

Agenda Subject: “Accept the Fiscal Year 2012-13 Office of Juvenile Justice and Delinquency Prevention Juvenile Accountability Block Grant [\$40,400, County match of 4,040] from the Nevada Juvenile Justice Commission to fund the Supervised Release Program; and if approved, direct the Finance Department to make necessary budget adjustments. (All Commission Districts.)”

Commissioner Humke disclosed that he served on the Nevada Juvenile Justice Commission.

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6I(4) be accepted, approved and directed.

12-767 AGENDA ITEM 6I(5) – JUVENILE SERVICES

Agenda Subject: “Accept the Fiscal Year 2012-13 Formula Grant [\$45,000, no County match] from the Juvenile Justice Commission to fund Wraparound Services for Seriously Emotionally Disturbed Youth and Transition Services Program (TSP); and if approved, direct the Finance and Human Resources Departments to make the necessary budget adjustments. (All Commission Districts.)”

Commissioner Humke disclosed that he served on the Nevada Juvenile Justice Commission.

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6I(5) be accepted, approved and directed.

12-768 AGENDA ITEM 6I(6) – JUVENILE SERVICES

Agenda Subject: “Accept a continuation grant [\$15,000 - no County match] from the Annie E. Casey Foundation to support activities related to the replication of the Juvenile Detention Alternatives Initiative (JDAI); and if accepted, direct Finance to make the appropriate budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6I(6) be accepted and directed.

12-769 AGENDA ITEM 6I(7) – JUVENILE SERVICES

Agenda Subject: “Accept the Fiscal Year 2012-13 Title V Grant [\$14,540, no County match] from the Juvenile Justice Commission to fund the Gang Reduction for Achieving Success Program (GRASP); and if accepted, direct the Finance Department to make the necessary budget adjustments. (All Commission Districts.)”

Commissioner Humke disclosed that he served on the Nevada Juvenile Justice Commission.

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6I(7) be accepted and directed.

12-770 AGENDA ITEM 6J(2) – GRANT ADMINISTRATOR

Agenda Subject: “Acknowledge receipt of an update report on the status of the Washoe County American Recovery and Reinvestment Act 2009 (Stimulus) projects for April through June 2012. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6J(2) be acknowledged.

12-771 AGENDA ITEM 6J(3) - GRANT ADMINISTRATOR

Agenda Subject: “Approve and authorize the Chairman to sign a grant agreement between Washoe County and the Nevada Community Development Block Grant (CDBG) Program [\$15,000] to support Fair Housing Training and Advocacy, and if

approved, to approve a sub-grantee agreement between Washoe County and Silver State Fair Housing Council [\$15,000] and Resolution for same, and 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 Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6J(3) be approved, authorized, executed and directed. The Resolution for same is attached hereto and made a part of the minutes thereof.

12-772 AGENDA ITEM 6J(4) - GRANT ADMINISTRATOR

Agenda Subject: “Approve and authorize the Chairman to sign agreements for Washoe County Special Purpose grants in the following amounts: Incline Village General Improvement District [\$65,700], Economic Development Authority of Western Nevada [\$31,300], Access to Healthcare Network [\$31,540]; Incline Village Community Hospital Foundation [\$27,000], and approve a grant to Silver State Fair Housing Council [\$7,750]; for Fiscal Year 2012-2013, retroactive to July 1, 2012, approve Resolutions necessary for same, and 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 Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6J(4) be approved, authorized, executed and directed. The Resolutions for same are attached hereto and made a part of the minutes thereof.

12-773 AGENDA ITEM 6J(5) – MANAGEMENT SERVICES

Agenda Subject: “Acknowledge status report for the Washoe County Strategic Plan. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6J(5) be acknowledged.

12-774 AGENDA ITEM 6J(6) – TRUCKEE MEADOWS FIRE PROTECTION DISTRICT/MANAGEMENT SERVICES

Agenda Subject: “Approve Resolution declaring the Commission’s action to receive a cash donation in support of increased demand for fire and emergency medical

services associated with the “Burning Man” event; and other matters related thereto [\$8,500 from Black Rock, LLC] (event to take place August/September 2012); and if approved, authorize Chairman to execute Resolution, and direct the Finance Department to make the appropriate budget adjustments. (Commission District 5.)”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6J(6) be approved, authorized, executed and directed. The Resolution for same is attached hereto and made a part of the minutes thereof.

12-775 AGENDA ITEM 6K(1) - SHERIFF

Agenda Subject: “Accept donation [\$200] from Ms. Helen Mooney to the County of Washoe, Washoe County Sheriff’s Office for the Citizen Corps Program (CCP) and; authorize Finance to make appropriate budget adjustments. (All Commission Districts.)”

On behalf of the Board, Commissioner Jung thanked Ms. Helen Mooney for her generous donation.

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6K(1) be accepted and authorized.

12-776 AGENDA ITEM 6K(2) - SHERIFF

Agenda Subject: “Approve the donation of an unused Spectrophotometer [approximate value \$500] to the Washoe County School District from the Washoe County Sheriff’s Office Forensic Science Division. (All Commission Districts.)”

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

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6K(2) be approved.

12-777 AGENDA ITEM 6K(3) - SHERIFF

Agenda Subject: “Approve a Contract between the County of Washoe, Sheriff of Washoe and Bureau of Land Management (BLM) for reimbursement of costs associated with providing law enforcement services on BLM land [reimbursement not to exceed \$5,833.35]. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6K(3) be approved.

12-778 AGENDA ITEM 6K(4) - SHERIFF

Agenda Subject: “Accept Justice Assistance Grant Award [\$5,000, no cash match] from the State of Nevada, Department of Public Safety, Office of Criminal Justice Assistance through the Reno Police Department Gang Unit to cover overtime costs associated with the Project Safe Neighborhood Grant # 11-PSN-04; and authorize Finance to make the necessary budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6K(4) be accepted and authorized.

12-779 AGENDA ITEM 6K(5) - SHERIFF

Agenda Subject: “Approve Security Agreement between Expedition Man and the County of Washoe on behalf of the Washoe County Sheriff’s Office to provide uniformed Deputy Sheriffs for security during 2012 Expedition Man Triathlon on August 25, 2012, [estimated reimbursed for security costs \$3,500]. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6K(5) be approved.

12-780 AGENDA ITEM 6K(6) - SHERIFF

Agenda Subject: “Accept supplemental grant award from the Nevada Office of Traffic Safety for Fiscal Year 2012/2013 [\$77.63, no County match required] to cover additional overtime costs to conduct Traffic Enforcement Checkpoints; and authorize Finance to make the necessary budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6K(6) be accepted and authorized.

12-781 AGENDA ITEM 6K(7) - SHERIFF

Agenda Subject: “Accept a direct grant award [\$15,000, no County match required] from the Domestic Cannabis Eradication/Suppression Program (DCE/SP) administered through the Drug Enforcement Administration of the United States Department of Justice (DEA) to pay for overtime and other expenses related to this program; and authorize Finance to make necessary budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6K(7) be accepted and authorized.

12-782 AGENDA ITEM 6J(1) – INTERNAL AUDIT

Agenda Subject: “Acknowledge Receipt of the Washoe County Regional Animal Services Audit Report from the Internal Audit Division. (All Commission Districts.)”

Alison Gordon, Internal Audit Manager, reviewed the results of the internal audit that was conducted for the Regional Animal Services (RAS). She highlighted identified areas that needed improvement as noted in the staff report:

- Internal controls could be improved by implementing adequate separation of duties over cash receipts, mail opening, and purchasing.
- County Code Chapter 55 pertaining to animal services could be enhanced in several ways.
- Dog licensing compliance should be increased in the County.
- RAS should bill the Nevada Humane Society (NHS) for the agreed upon share of monthly operating costs timely as well as require the NHS to pay those bills timely.
- RAS should analyze and consider implementing a spay/neuter program.
- RAS should develop and promote a volunteer program to assist with certain administrative and kennel tasks.
- Various kennel and field service practices could be improved.
- Certain administrative practices could be enhanced to improve the services provided to County citizens.

- An implementation plan establishing responsibilities and timelines would be developed with County management and department staff.
- The website needed to be re-worked in order to make it more user friendly for citizens searching for lost pets.

In response to the call for public comment, Dr. Richard Simmonds distributed written comments, which were placed on file with the Clerk. He complimented Ms. Gordon on the thorough and excellent job she did in performing the audit. He suggested an effort be initiated to enhance Chapter 55 of the County Code and to develop a complete revision of that Chapter to incorporate the recommendations in the Audit Report.

Commissioner Weber said many of the recommendations in the Audit Report needed action and asked Dr. Simmonds what he thought a priority should be for the RAS. Dr. Simmonds replied the financial aspect and the revision of Chapter 55 were both important.

Commissioner Humke stated a number of references to the current lessee were listed and asked if the RAS was obliged to negotiate with the NHS, or if there were renewal provisions in the current lease agreement. Dr. Simmonds understood that the lease agreement was renewed two years ago and was a five-year lease, but the Professional Services Agreement (PSA) was overdue for revision. Commissioner Humke asked if the Doctor found it troubling that the Director of RAS was unable to attend this meeting and receive the report. Dr. Simmonds understood the event the Director was attending had been scheduled long before the Audit Report was to be submitted. He complimented Barry Brode, RAS Director, on the superb job he was doing since taking over the position.

Commissioner Humke agreed and said he heard only positive feedback and comments about Mr. Brode. He suggested continuing this item until Mr. Brode could attend and review the material in the audit.

Chairman Larkin asked if the Washoe County Sheriff's Office (WCSO) was provided with a copy of the Audit Report. Ms. Gordon confirmed that the WCSO received the report and that she had discussions with them as well. Katy Simon, County Manager, explained that a standard practice of internal audits was to have dialogue with the department for the development of the implementation plan. She noted the report had also been before the Internal Audit Committee.

Assistant Sheriff Tim Kuzanek indicated that Mr. Brode was unavailable to attend the meeting because he was accepting a large donation for the RAS. Commissioner Weber asked how some of the recommendations would be implemented, particularly since statute now stated that the County should have an ordinance in place for commercial dog breeders. Because the facility was regional, Ms. Gordon replied that the District Attorney's Office indicated there needed to be City Council approval for certain language from the Cities of Reno and Sparks before the County could move forward with

an ordinance. Assistant Sheriff Kuzanek explained the approach and other challenges faced by RAS in regard to the audit were comprehensive and needed to ensure that any changes would not cause any unintended consequences. He indicated that many items in the Audit Report had already been implemented, but others would take longer to complete since they needed cooperation from the municipalities.

Commissioner Weber inquired on any policies that needed to be changed. Assistant Sheriff Kuzanek said policy changes would occur in the near future; however, the internal issues would occur first, but the policy issues or compliance with statute were not being ignored.

Commissioner Breternitz believed there was an internal process moving forward. He asked if status reports could be presented on the completion or updates on the items mentioned in the Audit Report. Assistant Sheriff Kuzanek stated that would occur.

Chairman Larkin commented that Board policy was to ask the Department receiving an audit to provide a response, particularly in the form of an action plan. He said the Board may ask the WCSO to provide an action plan and/or priority list and asked if 30 days would be a reasonable amount of time for the WCSO to provide a response. Assistant Sheriff Kuzanek stated the goal was to be transparent with RAS and said 30 days would be acceptable. Chairman Larkin said the response should be prioritized and demonstrate how the WCSO would approach the items listed.

Commissioner Humke said the report mentioned safety issues pertaining to County employees and asked how those issues would be addressed. Assistant Sheriff Kuzanek replied if a situation arose when an Animal Control Officer felt there could be challenges, a uniformed deputy sheriff would respond to assist them. However, the Animal Control Officer may not always have the ability to forecast what could occur on every scene. Commissioner Humke said administrative hearings were currently being heard at the Longley Lane facility and asked if that was a conflict of interest. Assistant Sheriff Kuzanek said the WCSO was aware of those concerns. At times, he said those administrative hearings could become emotional, but in terms of safety, discussions would need to be held with the District Attorney's Office to find another facility for those hearings.

Commissioner Humke moved to accept the Audit Report with periodic updates by the WCSO as to progress in achieving compliance with all the items listed in the Audit Report or otherwise providing an official response. Commissioner Weber seconded the motion.

Chairman Larkin asked if the motion included a detailed action plan. Commissioner Humke said that would be the most efficient way. The seconder agreed and asked for a date when that action plan would be presented to the Board.

Commissioner Breternitz stated there was an additional concept for an action plan, but he had requested status reports. He said there was a 30-day window proposed for an action plan, which would not have any negative effects on future updates.

In terms of efficiency, Commissioner Humke agreed with an action plan and suggested three month updates for the progress reports. Chairman Larkin asked if the action plan included a 30-day window to provide the Board with that plan and then a three-month update cycle. Commissioner Humke concurred. The seconder agreed.

On call for the question, the motion passed on a 5 to 0 vote.

Commissioner Humke submitted an e-mail he received in regard to this item from Christine Vaught, which was placed on file with the Clerk.

BLOCK VOTE

The following agenda items were consolidated and voted on in a block vote: Agenda Items 9, 10, 11, 12, 13, 14, 15, 16, 20 and 21.

12-783 AGENDA ITEM 9 – COMMUNITY SERVICES/PARKS

Agenda Subject: “Recommendation to adopt the Red Hill Master Plan and Resolution of Appreciation for project partners of the National Park Service’s Rivers, Trails, and Conservation Assistance Program. (Commission Districts 3 and 5.)” *Plan on file in County Manager’s Office.*

There was no public comment on this item.

Commissioner Jung read the Resolution to Al Rogers, Regional Parks and Open Space Acting Director and several members of the community who were instrumental in the Red Hill Master Plan implementation.

Mr. Rogers stated there were a host of partners involved in this project and thanked everyone involved. He presented plaques of appreciation to Deborah Reardon, and the National Park Service’s Rivers, Trails, and Conservation Assistance Program. The members involved with the Master Plan introduced themselves to the Board.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that the Resolution be adopted. The Resolution for same is attached hereto and made a part of the minutes thereof.

12-784 AGENDA ITEM 10 – COMMUNITY SERVICES/PARKS

Agenda Subject: “Recommendation to approve the Tracy Power Plant Ecosystem Restoration Project Funding Agreement between Washoe County, The Nature Conservancy and Truckee River Flood Management Authority; [\$1,000,000-State Question 1 Truckee River Bond Funds]; and authorize the Finance Department to make all appropriate financial adjustments. (Commission District 4.)” *Plan on file in County Manager’s Office.*

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 10 be approved and authorized.

12-785 AGENDA ITEM 11 - PURCHASING

Agenda Subject: “Recommendation to award Bid No. 2806-12 for GASOLINE AND DIESEL [BULK] FUELS for Washoe County and participating joinder agencies for the period August 1, 2012 - May 31, 2015 to the responding bidders who shall be polled on a weekly basis for price quotes on gasoline and diesel fuels. Prices quoted shall be firm for a seven (7) day period. Estimated annual expenditures by Washoe County for bulk fuel may exceed \$100,000 subject to market fluctuations; and it is further recommended that the Board accept the freight tariffs as stated and submitted by the qualified suppliers in their bid response. Freight tariffs shall be added to the base fuel cost to arrive at a delivered cost throughout the Northern Nevada and Northern California area. Tariffs may be revised every twenty six (26) weeks on mutual agreement of Washoe County and the qualified suppliers. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 11 be awarded and accepted.

12-786 AGENDA ITEM 12 – TECHNOLOGY SERVICES

Agenda Subject: “Recommendation by the 911 Emergency Response Advisory Committee to approve the sole source purchase of an Alcatel-Lucent Turn Key system to provide a geographically diverse microwave redundant path for life safety 911 Emergency Dispatch circuits for Reno, Sparks and Washoe County Public Safety Answering Points (PSAPs) [not to exceed \$511,000.00]. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 12 be approved.

12-787 AGENDA ITEM 13 – DISTRICT COURT

Agenda Subject: “Recommendation to approve Intrastate Interlocal Contract between Public Agencies for Access and Visitation Mediation Grant October 1, 2012 through September 30, 2016 between the County of Washoe, Second Judicial District Court – Family Division, and State of Nevada Welfare Division, Department of Health and Human Services, for the purpose of providing mediation services in child support cases, and direct the Finance Department to make the necessary adjustments [not to exceed \$124,000, approximately \$31,000 for each fiscal year] reimbursed through federal Title IV-D funds. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 13 be approved and directed. The Intrastate Interlocal Contract for same is attached hereto and made a part of the minutes thereof.

12-788 AGENDA ITEM 14 – DISTRICT COURT

Agenda Subject: “Recommendation to award Fiscal Year 2012-2013 purchase requisitions to Xerox Corporation [not to exceed \$322,229.78] for the annual maintenance and support agreement, and multi-phased upgrade for Second Judicial District Court’s case management system from July 1, 2012 to June 30, 2013. (All Commission Districts.)”

There was no public comment on this item.

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

12-789 AGENDA ITEM 15 - SHERIFF

Agenda Subject: “Recommendation to accept direct grant award from the State of Nevada, Office of Criminal Justice Assistance American Recovery and Reinvestment Act (ARRA) Justice Assistance Grant [\$50,000, no County match required] Project No.09-ARRA supporting the purchase of Datalux in-car computers for Washoe County Sheriff’s Office Patrol vehicles and approve sole source of purchase from Datalux Corporation for in car computers; and authorize Finance to make necessary budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 15 be accepted, approved and authorized.

12-790 AGENDA ITEM 16 – SHERIFF

Agenda Subject: “Recommendation to accept a direct grant award from the Nevada Division of Emergency Management Federal Fiscal Year 2009, Department of Homeland Security Grants, Nevada Division of Emergency Management Project No. 97067 [\$144,338.07, no County match required], for the purchase of Fusion Core 360 for the Northern Nevada Counter Terrorism Center (NNCTC) and approve a sole source for purchase of Fusion Core 360 from Microsoft Corporation; and authorize Finance to make necessary budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 16 be accepted, approved and authorized.

12-791 AGENDA ITEM 20 - MANAGER

Agenda Subject: “Recommendation to appoint Rosemary Menard as Director of the Community Services Department at \$137,696.00 annually, which is Ms. Menard’s current level of compensation as Director of the Department of Water Resources, and authorize Ms. Menard to perform any and all duties related to the position of Washoe County’s Director of Water Resources as established by Nevada Revised Statutes or Washoe County Code. (All Commission Districts.)”

Commissioner Weber felt this appointment needed more transparency because all the benefits were not included on the agenda. Katy Simon, County Manager, explained that the position was established during the July 24, 2012 Board meeting when the salaries and benefits were included. Commissioner Weber agreed, but in an effort to be transparent those should have also been included on this agenda.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Rosemary Menard be appointed as the Director of the Community Services Department and be authorized to perform any and all duties related to the position of Washoe County’s Director of Water Resources as established by Nevada Revised Statutes or Washoe County Code.

12-792 AGENDA ITEM 21 – DISTRICT ATTORNEY

Agenda Subject: “Request by Washoe County District Attorney through the Washoe County Clerk pursuant to WCC 2.030 for Board of County Commission approval to amend the Washoe County Code by adding new sections to the appropriate Code chapter(s) to harmonize with the new Nevada State legislation regarding the use, operation, ownership, and registration of Off-Highway Vehicles (OHVs); to designate Washoe County paved roadways for OHV use, and direct staff to seek public input on the subject in the form of public workshops and to direct the Clerk to request the District Attorney to draft the proposed amendments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 21 be approved and directed.

11:14 a.m. The Board convened as the South Truckee Meadows General Improvement District (STMGID) Board of Trustees.

12:25 p.m. The Board adjourned as the STMGID Board of Trustees and reconvened as the Board of County Commissioners.

12-793 AGENDA ITEM 8 - APPEARANCE

Agenda Subject: “Neville Kenning, Vice President, Hay Group Public Sector Consulting. Presentation on total remuneration survey results. (All Commission Districts.)”

Neville Kenning, Vice President, Hay Group Public Sector Consulting and Malinda Riley, Hay Group Benefits Consultant, conducted a PowerPoint presentation that was placed on file with the Clerk. The presentation highlighted how the survey was conducted including the following steps: initial planning and scoping; mutual agreement on the benchmark positions, the constituency of the comparator market, and data to be collected; collection of current Washoe County salary data; design and distribution of customized salary survey instrument; intensive follow-up with identified participants to optimize participation; analysis of salary and benefits data; analysis of overall outcomes; preparation of a preliminary report; and, preparation of a final report.

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

12-794 AGENDA ITEM 28 – 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.”

12:47 p.m. On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried, it was ordered that the meeting recess to a closed session for the purpose of discussing negotiations with Employee Organizations per NRS 288.220.

5:32 p.m. The Board convened with Commissioner Breternitz absent.

12-795 AGENDA ITEM 17 – REGISTRAR OF VOTERS

Agenda Subject: “Recommendation to approve appointments to the Ballot Arguments Committees for the 2012 Public Services Funding Advisory Question for the November 6, 2012 General Election. (All Commission Districts.)”

Commissioner Humke suggested Mr. Jim Clark be appointed to the Ballot Arguments Committee to speak in opposition of the 2012 Public Services Funding Advisory Question.

There was no public comment on this item.

On motion by Commissioner Humke, seconded by Commissioner Jung, which motion duly carried with Commissioner Breternitz absent, it was ordered that Jim Clark be appointed to the Ballot Arguments Committee.

12-796 AGENDA ITEM 18

Agenda Subject: “Discussion and possible action to withdraw from the ballot, the 2012 Public Safety Automatic Aid Advisory Ballot Question for the November 6, 2012 General Election.”

Paul Lipparelli, Legal Counsel, said this action had been discussed during the July 24, 2012 Board meeting and was placed on this agenda in the event a legal way was determined to remove the question from the ballot. He was encouraged by the Board to consult with the Secretary of State’s Office (SOS), and he also revisited the reasoning of the Reno City Attorney, who had some initial disagreement with the advice provided to the Board during a recent joint meeting. Mr. Lipparelli indicated there was a way for counties to request an opinion from the SOS which involved submitting a written inquiry and then having the SOS Office consult with their attorneys in the Attorney General’s Office; however, the SOS preferred not entering into matters unless the potential existed for having a state-wide application. In the limited timeframe, he said it was not possible to go through that process so an informal process was utilized since the SOS did not

believe this issue rose to the level of a potential state-wide application that would warrant intervention from the SOS.

Mr. Lipparelli read NRS 293.481(3) which stated, “a question that is submitted pursuant to subsection 1, may be withdrawn if the governing body provides notice to each of the county or city clerk’s within the designated territory of its decision to withdraw the particular question on or before the same date specified for submission pursuant to paragraphs A, B, C or D or subsection 1 as appropriate.” He explained the question could be removed if done in the time that was also permitted to place something on a ballot. He reaffirmed his advice that the time to withdraw had passed. He did not recommend or could not find any other legal basis for which the Board could rely on a decision to remove that question from the ballot. However, if the Board elected to go a different direction and declined to follow that recommendation, which was within the Board’s discretion, a potential outcome from the act of removing the question from the ballot could be challenged by a person who wanted the question on the ballot. He said that action would need to be defended in court, but having rendered contrary advice, he would be disqualified and other legal counsel would need to be obtained.

Commissioner Weber said she had asked for the reconsideration. However, after hearing comments from Legal Counsel, she no longer wished to move forward on the withdrawal of the ballot question or going against legal advice.

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

12-797 AGENDA ITEM 19 - MANAGER

Agenda Subject: “Recommendation to acknowledge status and progress updates for the Fundamental Review Phase I and associated projects and possible direction to staff to continue with the feasibility analysis and potential implementation of the recommended Phase II projects. (All Commission District.)”

Katy Simon, County Manager, indicated that a matrix had been provided on the progress for all the projects in Phase I along with supplemental information that showed the total annual savings of the implemented projects was \$1,065,091 with an additional \$225,953 in one-time savings. She indicated the implementation for the recommended Phase II projects as itemized on pages 3 and 4 of the supplied materials was next.

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Humke, which motion duly carried with Commissioner Breternitz absent, it was ordered that Agenda Item 19 be acknowledged.

Agenda Subject: “Discussion and possible action on Settlement, Release and Waiver Agreement between Washoe County and the State of Nevada concerning the County’s claims relating to the distribution of certain property tax revenues by the state based on A.B. 595 and A.B. 543. (All Commission Districts.)”

Katy Simon, County Manager, explained there was approximately \$17 million diverted from legislative action that was ultimately deemed to be improper. This settlement would give the County \$1.25 million in cash that was recommended to be directed to the Health Benefits Fund, which would enable the County to not implement premium increases for employees. Also, \$6 million would be received over two years in transportation funding projects to support infrastructure improvements.

Chairman Larkin asked if the executed Settlement Agreement would extinguish any future opportunities for the County. Paul Lipparelli, Legal Counsel, said the State Legislature had acted during the 2009 and 2007 sessions to pass this legislation, which diverted locally enacted property taxes for the State’s general use. This settlement waived any claims the County had involving those legislative acts for those years and the years those acts covered. Chairman Larkin asked if this extinguished or waived actions of any other jurisdiction that felt they had been aggrieved of those same articles the legislature put into effect. Mr. Lipparelli confirmed this release was between the State and Washoe County.

Chairman Larkin asked if the \$6 million coming to the County in the form of road projects would be coordinated through the Nevada Department of Transportation (NDOT). Ms. Simon explained they would be cooperative projects agreed on from the County and NDOT and staff had already begun discussions about those projects.

Mr. Lipparelli noted there was an attachment to the Settlement Agreement that contained the list of the eligible projects agreed upon between the State and the County as referenced in paragraph 1.a. Mr. Lipparelli displayed the list for the Board, which was placed on file with the Clerk. Ms. Simon read the following language referred to on the list, “the Releaser and NDOT will mutually agree on major maintenance projects within Washoe County with approximately three million dollars (\$3,000,000) being committed for such projects in each of the calendar years of 2013 and 2014. A tentative list of such projects is attached hereto as Exhibit A. It is understood and agreed that the projects listed in Exhibit A may change by mutual agreement of Releaser and NDOT. In addition, it is understood and agreed that the estimated costs on Exhibit A are preliminary and are subject to change.” Mr. Lipparelli stated there were approximately 20 projects on the list.

In response to the call for public comment, Cathy Brandhorst spoke on the funds received from the State.

Commissioner Jung asked if the portion of road owned by NDOT in Sun Valley was included on the list. Ms. Simon did not have that answer, but said NDOT had specific requirements that were part of the Settlement Agreement. She would need to obtain additional information and would provide that information to the Commissioner.

On motion by Commissioner Humke, seconded by Commissioner Jung, which motion duly carried with Commissioner Breternitz absent, it was ordered that Agenda Item 22 be approved and that Exhibit A be attached to the Settlement Agreement.

12-799 AGENDA ITEM 23 - TREASURER

Agenda Subject: “Update on Incline property tax refund process.”

The Board was given a written report by Tammi Davis, Washoe County Treasurer.

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

12-800 AGENDA ITEM 24 – MANAGEMENT SERVICES

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.)”

John Slaughter, Management Services Director, distributed the potential 2013 Bill Draft Requests (BDR’s) list. He reaffirmed his recommendation that the County not sponsor any of the listed BDR’s. He said he spoke with his counterparts from the Cities of Reno and Sparks regarding their preliminary lists. He said the City of Reno was reviewing two BDR’s, one related to the City Charter and another considered when a public employee was exposed to blood-borne pathogens. He said staff from the City of Sparks was also recommending the City not use their one BDR. Mr. Slaughter said the Nevada Association of Counties (NACO) Legislative Committee met, and he noted that NACO had submitted three of their BDR’s. He indicated there were about 175 legislative BDR’s that staff was reviewing and would continue to monitor.

Chairman Larkin asked about engaging the community in dialogue for a potential BDR related to the regionalization of fire services. Katy Simon, County Manager, said that would be an excellent conversation to have, but time was limited for the Board to approve any BDR’s for the County.

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

12-801 AGENDA ITEM 25 - MANAGER

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

Cory Casazza, Chief Information Technology (IT) Officer, stated that the next meeting of the Shared Services Committee was scheduled for September 17, 2012 and would be held in the City of Sparks Council Chamber.

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

PUBLIC HEARINGS

12-802 AGENDA ITEM 26 – DISTRICT ATTORNEY

Agenda Subject: “Second reading and adoption of an Ordinance adopting Supplement Number 13 to the Washoe County Code and all clerical and technical corrections made therein. (Bill No. 1677). (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.

Jaime Dellera, Deputy Clerk, read the title for Ordinance No. 1496, Bill No. 1677.

In response to a question from Commissioner Humke, Paul Lipparelli, Legal Counsel, explained that the corrections would consist of punctuations, misspellings, numbering issues, etc., but co corrections would change the import or the substance of the ordinance.

On motion by Commissioner Humke, seconded by Commissioner Jung, which motion duly carried with Commissioner Breternitz absent, Chairman Larkin ordered that Ordinance No. 1496, Bill No. 1677, entitled, "**AN ORDINANCE ADOPTING SUPPLEMENT NUMBER 13 TO THE WASHOE COUNTY CODE AND ALL CLERICAL AND TECHNICAL CORRECTIONS MADE THEREIN,**" be approved, adopted and published in accordance with NRS 244.100.

12-803 AGENDA ITEM 27 – 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 Humke reported that the Nevada Association of Counties (NACO) Legislative Committee would meet on August 17, 2012 to discuss Bill Draft Requests (BDR’s) sponsored by NACO.

Chairman Larkin reported that the Regional Planning Governing Board (RPGB) met and elected Commissioner Weber as Chairperson. He said the Regional Transportation Commission (RTC) was scheduled to meet on August 17, 2012.

12-804 AGENDA ITEM 30 – 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.”

Cathy Brandhorst addressed the Board.

Garth Elliott spoke on garage sales and the need for Code Enforcement to limit the number of sales a person could have per year. It had been established that a person could have three garage sales per year without obtaining a business license, but there were individuals who held garage sales every weekend.

COMMUNICATIONS

The following communications and reports were received, duly noted, and ordered placed on file with the Clerk:

- 12-805** Fully executed Contract No. 3510, Project No. SP-000M(185), on Multiple Routes, Carson City, Churchill, Lyon, Washoe County, Contractor: Sierra Nevada Construction, Inc.
- 12-806** Fully executed Agreement between Washoe County and the Washoe County Public Attorneys Association, 1998-1999. (BCC Item No. 00-378.)
- 12-807** Fully executed Agreement between Washoe County and the Washoe County District Attorney Investigators’ Association, 1997-2000. (BCC Item Nos. 97-852 and 98-130.)
- 12-808** Fully executed Agreement between Washoe County and the Supervisory Employees Negotiating Unit of the Washoe County Nurses Association, July 1, 1998 to June 30, 2000. (BCC Item No. 99-1161.)
- 12-809** Fully executed Agreement between Washoe County and the Nonsupervisory Employees Negotiating Unit of the Washoe County Nurses Association, July 1, 1998 to June 30, 2000. (BCC Item No. 98-870.)

- 12-810** Fully executed Agreement between Washoe County and the Washoe County Sheriff's Supervisory Deputies Association, 1998-2000. (BCC Item No. 98-651.)
- 12-811** Fully executed Agreement between Washoe County and the Washoe County Sheriff's Deputies Association, 1998-2000. (BCC Item No. 97-1243.)
- 12-812** Fully executed Resolution from the Board of Trustees of the Washoe County School District augmenting certain funds of the District for the Fiscal Year ending June 30, 2012. Also schedules indicating the changes made to the Final Budget as a result of the augmentation. The Board of Trustees approved the Resolution at their regular meeting held on June 26, 2012.

QUARTERLY FINANCIAL STATEMENTS

- 12-813** County Clerk's Quarterly Financial Statement - 4th Quarter Fiscal Year 2011/12 - April 1st through June 30th.
- 12-814** Washoe County Sheriff's Office – Fiscal Year 2011/12 – 1st Quarter Report of Civil Fees and Commissions.

* * * * *

6:16 p.m. There being no further business to discuss, on motion by Commissioner Jung, seconded by Commissioner Humke, which motion duly carried with Commissioner Breternitz absent, the meeting was adjourned.

ROBERT M. LARKIN, Chairman
Washoe County Commission

ATTEST:

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

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

RESOLUTION – Authorizing grant of funds to the Silver State Fair Housing Council

WHEREAS, NRS 244.1505, Washoe County may expend money for any purpose which will provide a substantial benefit to the inhabitants of the county; and

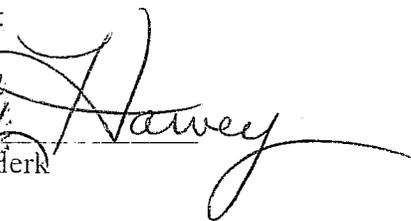
WHEREAS, the Board of Commissioners of Washoe County has received a \$15,000 Community Development Block Grant from the State of Nevada, Governor's Office of Economic Development to support this project.

RESOLVED, by the Board of Commissioners of Washoe County that:

1. The Board hereby grants to Silver State Fair Housing Council, a Nevada nonprofit corporation, a grant for fiscal year 2012 - 2013 in the amount of \$15,000.
2. The purpose of the grant is to provide assistance to Washoe County and rural Nevada CDBG eligible local jurisdictions to provide fair housing information and resources to their residents.
3. The maximum amount to be expended from the grant and the conditions and limitations upon the grant are as set forth in the Sub-Grantee Agreement, which Agreement is attached hereto and incorporated herein by reference.

Adopted this 14th day of August 2012


Robert M. Larkin, Chairman
Washoe County Commission



County Clerk

12-771

RESOLUTION – Authorizing the Grant of Public Money to a Nonprofit Organization Created for Religious, Charitable or Educational Purposes

WHEREAS, NRS 244.1505 provides that a Board of County Commissioners may expend money for any purpose which will provide a substantial benefit to the inhabitants of the County and that a board may make a grant of money to a nonprofit organization created for religious, charitable or educational purposes to be expended for a selected purpose; and

WHEREAS, the Board of Commissioners of Washoe County has determined that \$27,000 in funding is needed to address the basic health care needs of the uninsured and underinsured of Incline Village; now, therefore, be it

RESOLVED, by the Board of Commissioners of Washoe County that:

1. The Board hereby grants to Incline Village Community Hospital Foundation, a nonprofit organization created for religious, charitable or educational purposes, a grant for fiscal year 2012-2013 in the amount of \$27,000 (Community Support).
2. The Board finds that in making this grant a substantial benefit will be provided to the inhabitants of the County by providing basic health care to low income, uninsured, and underinsured clients living in the Incline Village area.
3. The maximum amount to be expended from the grant and the conditions and limitations upon the grant are as set forth in the Grant Program Contract, which Contract is attached hereto and incorporated herein by reference.

12-772

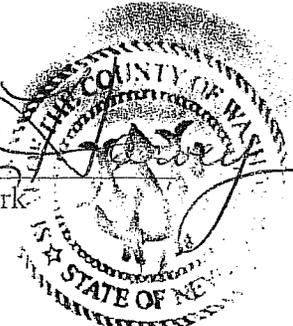
Adopted this 14th Day of August, 2012



Robert M. Larkin, Chairman
Washoe County Commission

ATTEST:

County Clerk



RESOLUTION: Authorizing grant of funds to the Economic Development Authority of Western Nevada

WHEREAS, pursuant to NRS 244.1505, Washoe County may expend money for any purpose which will provide a substantial benefit to the inhabitants of the county; and

WHEREAS, Washoe County desires to provide money to the Economic Development Authority of Western Nevada (EDAWN) to support economic development efforts including Recruitment Efforts, Business Retention and Expansion in the amount of \$31,300 for fiscal year 2012-2013.

WHEREAS, Washoe County finds that these economic development services 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 enters into the attached Grant Agreement to provide funds to the Economic Development Authority of Western Nevada for the purposes set forth in the attached Grant Agreement.

Adopted this 14th Day of August, 2012



Robert M. Larkin, Chairman
Washoe County Commission



Amy Harvey
County Clerk

12-772

**INTERLOCAL AGREEMENT BETWEEN WASHOE COUNTY AND INCLINE VILLAGE
GENERAL IMPROVEMENT DISTRICT**

Page 1 of 3

This Interlocal Agreement is made and entered into this 7th day of August, 2012, by and between WASHOE COUNTY, a political subdivision of the State of Nevada and the INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT, a general improvement district created pursuant to NRS Chapter 318, hereinafter referred to as COUNTY and DISTRICT respectively.

WHEREAS, COUNTY and DISTRICT desire to provide services to citizens residing in DISTRICT; and

WHEREAS, the Interlocal Cooperation Act authorizes public agencies to enter into cooperative agreements allowing the joint exercise of any power, privilege or authority capable of exercise by one of them, see, NRS 277.080, et. seq.; and

WHEREAS, COUNTY and DISTRICT are public agencies within the meaning of the Interlocal Cooperation Act.

It is hereby agreed as follows:

1. Services With the funds made available from County to District pursuant to this Agreement, District will use the funds to provide services to citizens residing in the District, including the following:

IVGID Seniors Programs: This grant will support IVGID Parks & Recreation Senior Programs, by assisting with funding for the full-time Recreation Supervisor – Seniors, and the 20 hour/week Community Outreach Coordinator – Senior positions.

2. Reporting District staff will provide County with an annual report by the 15th day July 2013.

- a. Annual report will identify the senior programs provided through the agreement and the number of seniors served by the senior programs.

3. Compensation With compliance to the requirements in this Agreement, District shall be paid the dollar amounts outlined in the following budget requirements to provide for Senior Programs as provided herein:

Salary and Fringe	\$65,700
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12-772

**INTERLOCAL AGREEMENT BETWEEN WASHOE COUNTY AND INCLINE VILLAGE
GENERAL IMPROVEMENT DISTRICT**

Page 2 of 3

Form of financial backup agency will provide: District will provide the year-end report identified above.

4. Method of Payment

- a. For services to be provided under this Agreement by District, County agrees to pay District a total of, SIXTY FIVE THOUSAND AND SEVEN HUNDRED DOLLARS (\$65,700) for the fiscal year which begins July 1, 2012 and ends June 30, 2013.
- b. Each quarter, District shall bill County for one-fourth (1/4th) of that annual amount, equaling SIXTEEN THOUSAND, FOUR HUNDRED AND TWENTY-FIVE DOLLARS and 00/100 (\$16,425). County shall remit payment to District within thirty (30) days of receipt of the billing.
- c. If either party terminates this Agreement, and the effective date of such termination is other than the last day of a quarter, payment will be prorated for the portion of the quarter from the first day through the effective day of the termination.

5. Term This Agreement shall be in effect for one (1) year, from July 1, 2012 to June 30, 2013. This Agreement shall become effective once approved by appropriate official action of the governing body of each party.

6. Amendment- Assignment This Agreement may be amended at any time there is a need, provided both parties agree to the amendment(s) in writing. Any amendment is subject to approval by the governing bodies of the parties as a condition precedent to its entry into force. Neither party may assign this Agreement without the express written consent of the other party.

7. Termination Either party may terminate this Agreement by giving the other party written notice of the intent to terminate. The notice must specify a date upon which the termination will be effective, which date may not be less than 30 calendar days from the date of the mailing notice. In addition, the County may terminate this Agreement upon seven days written notice in the event the County fails to appropriate or budget funds sufficient to pay for the activities listed herein.

8. Notices All written notices required under this Agreement shall be addressed to the designated representative of the respective parties.

**INTERLOCAL AGREEMENT BETWEEN WASHOE COUNTY AND INCLINE VILLAGE
GENERAL IMPROVEMENT DISTRICT**

Page 3 of 3

Gabrielle Enfield
County Grants Administrator
Washoe County Manager's Office
P.O. Box 11130
Reno, NV 89520
775-328-2009

William B. Horn
General Manager
Incline Village General
Improvement District
893 South Boulevard
Incline Village, NV 89451
775-832-1206

9. Governing Law This Agreement shall be governed by the laws of the State of Nevada. In the event litigation ensues arising out of this Agreement, it shall be filed in the Second Judicial District Court, Washoe County, Nevada.

This Agreement, including any Exhibits, constitutes the entire agreement between the parties with regard to the subject matter herein, and supersedes all prior agreements, both written and oral and all other written and oral communications between the parties.

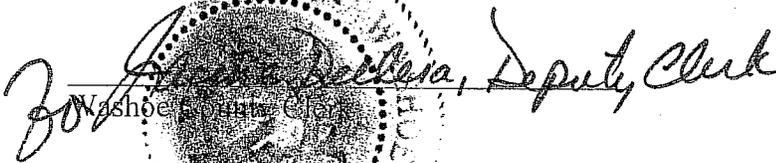
WASHOE COUNTY


Robert M. Larkin, Chairman
Washoe County Commission

Date 8/14/12

ATTEST:

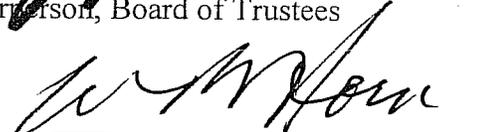
Date 8-14-12



Zora, Deputy Clerk
Washoe County Clerk

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT


Chairperson, Board of Trustees

Date 8/7/2012


William B. Horn, General Manager

Date 8/7/2012

RESOLUTION – Authorizing the Grant of Public Money to a Nonprofit Organization Created for Religious, Charitable or Educational Purposes

WHEREAS, NRS 244.1505 provides that a Board of County Commissioners may expend money for any purpose which will provide a substantial benefit to the inhabitants of the County and that a board may make a grant of money to a nonprofit organization created for religious, charitable or educational purposes to be expended for a selected purpose; and

WHEREAS, the Board of Commissioners of Washoe County has determined that \$31,540 in funding is needed to assist in providing support for the operation of Access to Healthcare Network, a comprehensive network of hospitals and primary, specialty and ancillary health care professionals offering their services to the working uninsured at a reduced fee; now, therefore, be it

RESOLVED, by the Board of Commissioners of Washoe County that:

1. The Board hereby grants to Access to Healthcare Network, a nonprofit organization created for religious, charitable or educational purposes, a grant for fiscal year 2012-2013 in the amount of \$31,540 (Community Support).
2. The Board finds that in making this grant a substantial benefit will be provided to the inhabitants of the County by providing uninsured resident's access to professional health care at a reduced rate while providing timely and cost-effective compensation for physicians and hospitals enrolled in the Network.
3. The maximum amount to be expended from the grant and the conditions and limitations upon the grant are as set forth in the Grant Program Contract, which is attached hereto and incorporated herein by reference.

Adopted this 14th Day of August, 2012



Robert M. Larkin, Chairman
Washoe County Commission



12-772

WASHOE COUNTY COMMISSION

RESOLUTION TO ACCEPT DONATION

A RESOLUTION DECLARING THE COMMISSION'S ACTION TO RECEIVE A CASH DONATION IN SUPPORT OF INCREASED DEMAND FOR FIRE AND EMERGENCY MEDICAL SERVICES ASSOCIATED WITH THE "BURNING MAN" EVENT; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the Gerlach Volunteer Fire Department ("GVFD"), supported by Washoe County, Nevada ("County"), provides fire related services and emergency medical services ("Services") in and around the town of Gerlach, NV; and

WHEREAS, the Black Rock City, LLC, ("BRC"), located in San Francisco CA, conducts the annual "Burning Man" event ("Event") in August-September near Gerlach, which causes GVFD and County to commit additional resources to provide increased Services and other functions to the large influx of visitors around the time of the Event; and

WHEREAS, BRC desires to help offset some of the costs associated with this increased need for Services and hereby offers a voluntary, one time donation in the amount of \$8,500. ("Donation") payable to the County before August 17, 2012; and

WHEREAS, County will apply the Donation toward the associated costs incurred by County to provide the increased Services during the Event held this year.

NOW, THEREFORE, BE IT RESOLVED by the County Commission that it approves of and accepts the generous Donation from BRC, and directs that the Donation be applied to the extra costs associated with the provision by County and GVFD of the increased need for the Services during this year's Burning Man Event. The Donation and this Resolution alone shall not obligate BRC to any additional payments for the Services.

12-774

Upon motion by Board Commissioner, Bretornitz, seconded by Commissioner Weber, the foregoing Resolution was passed and adopted this 14 day of August, 2012 by the following vote:

AYES: Bretornitz, weber, Larkin, Humka, Jung NAYS: none

ABSENT: none ABSTAIN: none

BOARD OF COUNTY COMMISSIONERS

ATTEST:

Jamie Dullera, Deputy Clerk
CLERK

Robert M Larkin
Robert M. Larkin, Chair

**RESOLUTION OF APPRECIATION
RED HILL**

WHEREAS, The mission of Washoe County's Department of Regional Parks and Open Space is to provide residents and visitors with exceptional parks, open space and recreational opportunities while preserving our region's valuable natural, historical, and cultural resources; and

WHEREAS, Red Hill is a 438-acre landmark natural formation overlooking the Truckee Meadows, and is an important part of Washoe County's park system; and

WHEREAS, Red Hill's unique natural resources and urban location add to its attraction as a popular area for outdoor recreation; and

WHEREAS, The National Park Service Rivers, Trails, and Conservation Assistance (RTCA) program has recognized Red Hill as one of Washoe County's special places and its importance to the quality of life in our community; and

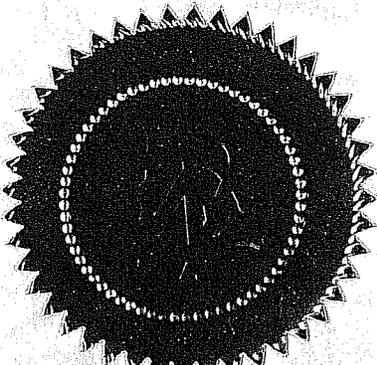
WHEREAS, The RTCA program has empowered a community-led natural resource conservation and outdoor recreation initiative in Washoe County to guide open space preservation and trail development at Red Hill through the creation of the Red Hill Master Plan; and

WHEREAS, The RTCA program has worked with an important group of citizens that hold a deep sense of value for Red Hill and want to see it protected and managed for future generations; and

WHEREAS, This passionate group of individuals represent a wide variety of local business and organizations that recognize Red Hill's stewardship and preservation requires a collective community vision and were instrumental in development of the Red Hill Master Plan; and now, therefore, be it

RESOLVED, That the Board of Washoe County Commissioners gives special thanks and recognition to Desert Research Institute; Truckee Meadows Community College; Desert View Communications; Silver Star Communities; Sun Valley General Improvement District; Washoe County Sheriff's Office; Nevada Natural Heritage Program; Lahontan Audubon; Nevada Department of Wildlife; Nevada Native Plant Society; Sun Valley Sertoma; Nevada Recreation Trails Program; SPCA; Sierra Club; Soil Tech; Poedunks; Truckee Meadows Trails Association; Sun Valley Citizen Advisory Board; Nevada Division of Minerals Abandon Mine Program; National Park Service Rivers, Trails and Conservation Assistance Program; Northern Nevada Section of the Nevada Chapter of American Society of Landscape Architects; City of Reno Parks, Recreation, and Community Services; Washoe County School District; and Regional Transportation Commission of Washoe County for their dedication and contributions to the creation of the Red Hill Master Plan and their commitment to the citizens of Washoe County.

Adopted this 14th day of August 2012.



A handwritten signature in black ink, reading "Robert M. Larkin". The signature is written in a cursive style and is positioned above a horizontal line.

Robert M. Larkin, Chairman
Washoe County Commission

12-783

INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

**Department of Health and Human Services
Division of Welfare and Supportive Services
1470 College Parkway
Carson City, NV 89706**

And

**The Second Judicial District Court of the State of Nevada
75 Court Street, 2nd Floor
Reno, NV 89501**

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. This Interlocal Contract is not in effect until approved by the State of Nevada Board of Examiners.
2. **DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307. "Court" and "County/City" are used interchangeably throughout this contract and both are responsible parties under the terms of this contract.
3. **CONTRACT TERM.** This Contract shall be effective October 1, 2012, subject to Board of Examiners' approval (anticipated to be September 11, 2012) to September 30, 2016, 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), at any time without cause upon provision of sixty (60) days notice in writing to either party; or in the event of: (1) material breach of this contract by either party; (2) failure to take corrective action; (3) termination of the program established by Congress in Title IV-D of the Social Security Act; (4) any significant change in federal or state funding provisions. Termination will be effective sixty (60) days after written notice is received by the other party. DWSS shall reimburse the Judicial District Court for costs incurred pursuant to this contract through the last effective date of this contract, unless Section III. E of Attachment A of this contract applies. The parties expressly agree that this Contract shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. **NOTICE.** All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.

12-787

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

ATTACHMENT A: SCOPE OF WORK

ATTACHMENT B: SAFEGUARDING FEDERAL TAX INFORMATION

7. CONSIDERATION. The Second Judicial District Court of the State of Nevada agrees to provide the services set forth in paragraph (6) at a cost to of \$Actual per Invoice and not to exceed \$124,000; \$31,000 for FFY 13, \$31,000 for FFY 14, \$31,000 for FFY 15, and \$31,000 for FFY 16 or the approved annual budget, whichever is less. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

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

9. INSPECTION & AUDIT.

a. Books and Records. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. BREACH; REMEDIES. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs.

11. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.

12. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

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

14. **INDEPENDENT PUBLIC AGENCIES.** The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

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

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

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

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

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

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

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

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

23. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachments 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 hereon and approved by the Office of the Attorney General.

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

Joey Orduna- Hastings Date

Second Judicial District
Court Administrator

Title

Diane J. Comeaux Date

Administrator,
Division of Welfare and Supportive Services

Title

Michael J. Willden Date

Director,
Department of Health and Human Services

Title

Signature – Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS
On _____
(Date)

Approved as to form for the State of NV by:

Deputy Attorney General for Attorney General, State of Nevada

On _____
(Date)

SCOPE OF WORK**I. The Second Judicial District Court Agrees:**

- A. To establish and administer programs to support and facilitate non-custodial parents' access to and visitation of their children, by means of activities including mediation (both voluntary and mandatory), counseling, education, development of parenting plans, visitation enforcement (including monitoring, supervision and neutral drop-off and pick-up), and development of guidelines for visitation and alternative custody arrangements.
- B. To provide the Division of Welfare and Supportive Services (DWSS) a projected annual budget and a plan detailing the goals and objectives to be accomplished through the use of the grant by September 1st of each year for each grant year which runs October 1st through September 30th the following year.
- C. To limit any claim for reimbursement to those costs:
 - 1. Required to provide mediation services, child interviews or parent-child reunifications to assist parents in the formulation and implementation of mutually agreed upon access and visitation arrangements to meet the purpose of the Child Support Access and Visitation grant awarded by the U.S. Department of Health and Human Services (HHS).
 - 2. Associated with travel and mediation training to enhance staff's ability to provide the services listed above which must be pre-approved by the Chief of the Child Support Enforcement Program (CSEP). This includes registration fees, travel expenses, and per diem. Reimbursement will be at the U.S. General Services Administration (GSA) rates located at website: <http://www.gsa.gov/>.
- D. To comply with Section 508 of Public Law 103-333 which requires statements, press releases, bid solicitations and other documents describing programs and projects funded in whole or part with federal funds to clearly state the percentage of the total costs of the program or project financed with federal money.
- E. To comply with Title XII of Public Law 103-277, "the Pro-Kids Act of 1994", which requires that smoking not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education or library services to children under the age of 18, if the services are funded by federal programs, whether directly or through state and local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.

Failure to comply with the provision of this law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day which the Second Judicial District Court will be responsible for paying.

- F. To comply with 45 Code of Federal Regulations (CFR) 303.109(a) to provide appropriate safeguards to ensure the safety of children and parents. Federal grant funds provided under this award may not be used by the grantee or any sub-grantee to support lobbying activities to influence proposed or pending federal or state legislation or appropriations. This prohibition is related to the use of federal grant funds and is not intended to affect an individual's right or that of any organization, to petition Congress, or any other level of Government, through the use of other resources. The expenditure of funds under this program are subject to the annual audit requirements under the Single Audit Act of 1984 (P.L. 98-502) and the Office of Management and Budget Circular A-133 (Audit of States, Local Governments, and Non-Profit Organizations).
- G. Federal funds awarded under this grant must not be used for construction and/or purchase of land.
- H. Funds awarded under this grant must be obligated by the last day of each grant year. Obligations must be liquidated within one year of the last day of each grant year. Any unobligated or unliquidated funds must be returned to the U.S. Department of Health and Human Services, Administration for Children and Families. There is no carry over of federal funds under the State Access and Visitation Program.
- I. To provide monthly reports, as requested by the agency, concerning the activity of the Access and Visitation Program.
- J. To provide monthly bills for reimbursement within thirty (30) days of the end of the month in which the expenses are incurred unless the Chief of CSEP grants an approval for an extension. Consideration for reimbursement will be considered if the appropriate reports are received.

II. DWSS Agrees:

- A. To submit to HHS an original financial status report (SF-269) of expenditures for each fiscal year within 90 days after the end of the obligation period.
- B. To monitor, evaluate, and report on all programs funded by the grant to assure compliance with federal requirements and that performance goals are being achieved.
- C. To use federal State Access and Visitation grant funds to supplement state expenditures at a level at least equal to the level of state expenditures of fiscal year 1995. A state may not use federal State Access and Visitation funds to supplement expenditures by the state for activities specified in subsection (a) of section 469B of Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996.
- D. To comply with applicable provisions of Title 45 of the Code of Federal Regulations:
 - Part 16 Procedures of the Department Grant Appeals Board;
 - Part 30 Claims Collection;
 - Part 80 Non-Discrimination under Programs Receiving Federal Assistance through the HHS Effectuation of Title VI of the Civil Rights Act of 1964;
 - Part 81 Practice and Procedures for Hearing under Part 80;

Part 84	Non-Discrimination on the Basis of Handicap in Programs and Activities Receiving Federal Financial Assistance;
Part 87	Equal Treatment for Faith-Based Organizations;
Part 91	Non-Discrimination on the Basis of Age in Health and Human Services Programs or Activities Receiving Federal Financial Assistance;
Part 92	Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments;
Part 93	New Restrictions on Lobbying;
Part 95, Subpart E	Cost Allocation Plans.

- E. To carry out this grant in accordance with section 469B of Title IV of PRWORA of 1996, the State Access and Visitation application and plan, provision of 45 CFR Part 92 governing the use of federal funds, applicable program instructions, OMB circulars, departmental regulations, and these terms and conditions.
- F. Federal funds awarded under this grant may be used to pay for 90% of the total costs of Nevada's State Access and Visitation Program, up to the State's allocation funded under this grant award. The remaining 10% must be from non-federal sources, either State or local, cash or in-kind.

III. The Parties Mutually Agree:

- A. Reimbursement will be made by DWSS to the Second Judicial District Court upon receipt and review of monthly billing. Reimbursement will not exceed the approved annual budget.
- B. The parties recognize their responsibility to safeguard and hold confidential, any record or document relating to the grant participants, and both parties agree any information provided pursuant to this interlocal contract shall be used only for the purposes authorized by this interlocal contract.
- C. Each party shall indemnify and remain liable for the negligent acts of its own employees.
- D. There shall be no discrimination in employment or services on the basis of race, color, sex, religion, national origin, age, disability or handicap (including AIDS and AIDS related conditions). Each party shall comply with all terms, conditions and requirements of the Americans with Disability Act of 1990 (P.L. 101-136), 42 U.S.C. 12101 and regulations adopted there under in 28 CFR subsections 36.101 through 36.999, inclusive.
- E. The parties' obligation hereunder is contingent upon the availability of funds from which payment for contract purposed can be made. No legal liability on the part of the State for payment of any money shall arise unless and until funds are made available by the U.S. Department of Health and Human Services, Administration for Children and Families and the State Work Program Authority Funding.
- F. This contract will be reviewed periodically by DWSS, not less than once per duration of the contract, to be conducted not less than ninety (90) days prior to the expiration date of this contract, to ensure that continuous mediation services are provided.

SAFEGUARDING FEDERAL TAX INFORMATION

I. PERFORMANCE

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be performed under the supervision of the contractor or the contractor's responsible employees.
- (2) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.
- (3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
- (4) No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (5) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (6) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

II. CRIMINAL/CIVIL SANCTIONS

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance

ATTACHMENT B

of this contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established there under, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, *IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information* and Exhibit 5, *IRC Sec. 7213 Unauthorized Disclosure of Information*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

CONTRACT LANGUAGE FOR TECHNOLOGY SERVICES

I. PERFORMANCE

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

(1) All work will be done under the supervision of the contractor or the contractor's employees.

ATTACHMENT B

(2) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.

(3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.

(4) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

(5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.

(6) All computer systems receiving, processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.

(7) No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.

(8) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

(9) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

II. CRIMINAL/CIVIL SANCTIONS:

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure.

ATTACHMENT B

These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, *IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information* and Exhibit 5, *IRC Sec. 7213 Unauthorized Disclosure of Information*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION:

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.