

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

TUESDAY

10:00 A.M.

AUGUST 28, 2012

PRESENT:

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

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

The Washoe County Board of Commissioners convened at 10:02 a.m. in regular session in the Commission Chambers of the Washoe County Administration Complex, 1001 East Ninth Street, Reno, Nevada. Following the Pledge of Allegiance to the flag of our Country, the Clerk called the roll and the Board conducted the following business:

12-815 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.”

***10:04 a.m.** Commissioner Humke arrived.

Sam Gettle said it took a year to get Waste Management to stop billing him for a property he did not own and did not even exist. He stated because his five properties were near a school, people would park in the alley blocking the trash bins. He said he had been threatened he would be charged for Waste Management having to return to pickup his trash even though he had no control over where people parked along his property line. He also complained about Waste Management’s policy of billing for service on a foreclosure property the minute escrow was closed, even if no service was being provided.

Chairman Larkin asked if Mr. Gettle’s property was within the City of Reno. Mr. Gettle replied it was. Chairman Larkin explained each local government had a separate franchise agreement with Waste Management. He said since Mr. Gettle’s property was within the City of Reno, the City needed to address his complaint.

Jeffrey Church said based on his review of the documents and of the meetings, the City of Reno's Staffing for Adequate Fire and Emergency Response (SAFER) Grants were to be used to serve the citizens countywide. He believed the City would be exposing itself to liability if the City refused to respond with mutual or automatic aid to incidents within the County.

Sam Dehne discussed the public's right to make public comments at the Commission meetings and the further attempts to shut Burning Man down.

12-816 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, advised the Board needed to have an attorney-client meeting before hearing Agenda Item 21, settlement with Reno Redevelopment Agency, and Agenda Item 22, alleged residential-zoning violations by Tunnel Creek Properties.

Commissioner Weber requested pulling Agenda Item 12, Intermountain Water Supply Project. She advised Mr. Robert Marshall was in agreement with pulling the item. Commissioner Breternitz said as the requestor of the agenda item, he agreed with pulling Agenda Item 12. Chairman Larkin agreed and pulled the item.

Commissioner Weber said the staff report for Agenda Item 4B for today's Truckee Meadows Fire Protection District meeting contained a lot of information about the City of Reno's Staffing for Adequate Fire and Emergency Response (SAFER) Grant.

Commissioner Humke asked why an attorney-client meeting was needed since Agenda Items 21 and 22 were on the agenda. Paul Lipparelli, Legal Counsel, said it was felt it would be beneficial for the Board to discuss the legal strategies, which led to the possible settlement with the Reno Redevelopment Agency, before voting on the settlement in a public session. He stated regarding Agenda Item 22 and the possibility of litigation, a discussion would also be beneficial for the same reason.

12-817 AGENDA ITEM 5 – HUMAN RESOURCES

Agenda Subject: "Presentation of Excellence in Public Service Certificates honoring the following Washoe County employees who have completed essential employee development courses--Human Resources."

Katy Simon, County Manager, recognized the following employee for successful completion of the Excellence in Public Service Certificate Program administered by the Human Resources Department:

Essentials of Personal Effectiveness

Julie Thornberry, Regional Public Safety Training Center.

There was no public comment on this item.

12-818 AGENDA ITEM 6 – PROCLAMATION

Agenda Subject: “Proclamation--Breastfeeding Awareness Month--Health District.”

Commissioner Jung read and presented the Proclamation to Dr. Joseph Iser, District Health Officer, and Beverly Bayan, WIC Program Manager for the Washoe County Health District.

Commissioner Jung said some women could not breastfeed their babies, which caused them tremendous guilt. She stated there were good supplements available when they could not, but breastfeeding should be encouraged where possible.

Dr Iser said encouraging breastfeeding was one of the most important things District Health could do for the community. He stated part of the Nevada State Medical Association’s legislative and programmatic agenda was to encourage baby-friendly hospitals because, on exiting the hospital, many new mothers were given a case of some type of nutritional supplement, which did not encourage breastfeeding.

Ms. Bayan thanked the Commissioners for their support. She said several years ago a family was stranded outside of Lovelock, Nevada and the only reason the infant survived was the mother was breastfeeding.

There was no public comment on this item.

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

CONSENT AGENDA – AGENDA ITEMS 7A THROUGH 7K(2)

12-819 AGENDA ITEM 7A

Agenda Subject: “Approve minutes for the Board of County Commissioners' July 10, 2012 joint meeting, July 24, 2012 regular meeting and July 30, 2012 special meeting.”

Commissioner Weber stated the Clerk’s staff should be commended for having the minutes for July done so quickly.

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 7A be approved.

12-820 AGENDA ITEM 7B

Agenda Subject: “Cancel September 18, 2012 County Commission meeting.”

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 7B be approved.

12-821 AGENDA ITEM 7C – ASSESSOR

Agenda Subject: “Approve roll change requests, pursuant to NRS 361.768 and NRS 361.765, for errors discovered for the 2009/2010, 2010/2011, 2011/2012 secured and unsecured tax roll; and if approved, authorize Chairman to execute order and direct the Washoe County Treasurer to correct the error(s) [cumulative amount of increase \$1,127.96]--Assessor. (Parcels are in various 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 7C be approved, authorized, executed, and directed.

12-822 AGENDA ITEM 7D – DISTRICT ATTORNEY

Agenda Subject: “Approve payments [\$12,311] to vendors for assistance of 38 victims of sexual assault and authorize Comptroller to process same. NRS 217.310 requires payment by the County of total initial medical care of victims, regardless of cost, and of follow-up treatment costs of up to \$1,000 for victims, victim’s spouses and other eligible persons--District Attorney. (All Commission Districts.)”

Commissioner Weber said the number of victims of sexual assault in the community was horrendous, and she supported the monies being available for the assault victims.

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 7D be approved.

12-823 AGENDA ITEM 7E – FINANCE

Agenda Subject: “Authorize the Washoe County Treasurer to make an advance of taxes apportioned to the Washoe County General Fund in an amount allowed by Nevada Administrative Code (NAC) 354.280 and determined necessary by the Washoe County Finance Director to meet the cash flow needs of the County prior to the first property tax apportionment in September--Finance.”

In response to the call for public comment, Sam Dehne said he was concerned this item provided no financial amounts on the agenda.

Katy Simon, County Manager, said the County operated during the first two months of the new fiscal year without property tax revenues coming in, and the advance might or might not be needed. Sheri Mendez, Finance Director, stated the advance needed to be approved by the Board in case it was needed, because it would be too late to wait to seek the Board’s approval until it was verified there would be a cash shortfall. She confirmed it was anticipated it would not be needed this year and noted the advance had not been needed for the last five years.

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

12-824 AGENDA ITEM 7F – LIBRARY

Agenda Subject: “Approve the abolishment of one vacant 21-hour-per-week benefited Library Aide position (#70001960) and the creation of two new 15-hour-per-week non-benefited Library Aide positions--Library. (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 7F be approved.

12-825 AGENDA ITEM 7G – SENIOR SERVICES

Agenda Subject: “Approve an Interlocal Contract between Washoe County through the Senior Services Department and the State of Nevada Purchasing Division for the Food Distribution Program from November 1, 2012 through September 30, 2015 to include the receipt of USDA commodities and up to \$12,000 reimbursement annually--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 7G be approved. The Interlocal Contract for same is attached hereto and made a part of the minutes thereof.

12-826 AGENDA ITEM 7H – COMMUNITY SERVICES/WATER RESOURCES

Agenda Subject: “Approve the Water Rights Deed reconveying 20.20 acre-feet of Washoe Valley ground water rights, being a portion of permits 57914, 27565, 70865 and 70866 from Washoe County to Umpqua Bank--Community Services/Water Resources. (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 7H be approved.

12-827 AGENDA ITEM 7I(1) – MANAGER

Agenda Subject: “Acknowledge status report on the Managed Competition Initiative. (All Commission Districts.)”

Chairman Larkin asked what the official policy was regarding departments bidding on governmental or private contracts. Katy Simon, County Manager, explained there was no adopted policy. She said the County followed Nevada Revised Statutes (NRS) for contracting, and all of the contracts were developed and reviewed with that in mind. She said the costs of internal contracts were captured to be able to pursue full-cost recovery based on the Board’s guidance. She noted two staff members had been working on managed competition, but one left and one was now dedicated to working on other important projects. She said staff would be coming back to the Board with some options to implement this properly on a County-wide basis. She advised some departments were moving forward with offering contracts with other entities or to search out best practices.

Ms. Simon said the most important part of managed competition was the pre-work needed to assess the County’s cost profile in comparison to other providers, to improve the processes, and to be as efficient as possible whether or not the service was retained or contracted out. She stated the County gained from the process of going through the efficiency improvement.

Chairman Larkin said his concern remained that government would always exercise monopoly costing when competing where private enterprise was competing and the proper oversight and rules were not in place. He said NRS stated the costs should be captured, but that did not get at the most efficient cost. He stated he was concerned competition was occurring with private enterprise where there was not a level playing field. He said that needed to be included in the policy discussion regarding managed competition. Ms. Simon said the research would challenge the idea there was

never a level playing field when government provided a service also provided by the private sector. She advised it was a requirement of successful managed-competition programs that there be a level playing field and that it could be documented.

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 7I(1) be acknowledged.

12-828 AGENDA ITEM 7I(2) – MANAGER

Agenda Subject: “Accept 2013 State Emergency Response Commission (SERC), United We Stand (UWS) Grant [\$25,590, no County match required]; and if accepted, authorize Chairman to execute Resolution to subgrant funds to other governments and nonprofits which make up LEPC and authorize the County Manager, or her designee, to sign Contracts and/or Memorandums of Understanding with local LEPC members and direct the Finance Department to make the appropriate budget adjustments--Emergency Management. (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 7I(2) be accepted, authorized, executed, and directed. The Resolution for same is attached hereto and made a part of the minutes thereof.

12-829 AGENDA ITEM 7J(1) – SHERIFF

Agenda Subject: “Acknowledge Receipt of Status Report of Commissary Fund submitted by the Washoe County Sheriff’s Office Commissary Board of Directors. (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 7J(1) be acknowledged.

12-830 AGENDA ITEM 7K(1) – TREASURER

Agenda Subject: “Acknowledge Receipt of the Report of Sale – July 31, 2012 Delinquent Special Assessment Sale. (Commission Districts 4 and 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 7K(1) be acknowledged.

12-831 AGENDA ITEM 7K(2) – TREASURER

Agenda Subject: “Approve request to increase petty cash fund from \$1,000 to \$1,500 for the Washoe County Sheriff’s Department. (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 7K(2) be approved.

BLOCK VOTE – AGENDA ITEMS 13, 16, 17, 18, AND 19

Commissioner Humke seconded the motion for the block vote. However, he left the meeting at 10:34 a.m. during the reading of the block vote items and was not present for the call of the vote.

12-832 AGENDA ITEM 13 – MANAGER/EMERGENCY MANAGEMENT

Agenda Subject: “Recommendation to accept 2012 Emergency Management Performance Grant (EMPG) from the State of Nevada, Division of Emergency Management [\$120,877] retroactively for the period of October 1, 2011 through March 31, 2013; and if accepted, direct the Finance Department to reimburse the General Fund for the expense [\$85,518.87] that was transferred in FY 2012 [requires soft match of \$120,877] by applying the salary expense of Washoe County Sheriff Search and Rescue positions; [\$85,518.87 for FF12 and \$35,358.13 for FY13]; and direct the Finance Department to make the appropriate budget adjustments-- Manager/ Emergency Management. (All Commission Districts.)”

There was no public comment on this item.

Commissioner Weber made the motion, which was seconded by Commissioner Humke. On the call for the vote, with Commissioner Humke temporarily absent, it was ordered that Agenda Item 13 be accepted and directed.

12-833 AGENDA ITEM 16 – HUMAN RESOURCES

Agenda Subject: “Recommendation to approve two job reclassification requests from the Library and one job reclassification request from the Sheriff - all evaluated by the Job Evaluation Committee with a fiscal impact of approximately \$17,109; approve creation of four new positions in the Community Services Department (CSD) authorized by the Board of County Commissioners and

evaluated by Hay Group, Inc. to include a Division Director Engineering and Capital Projects (CSD) at pay grade V; a Division Director Planning and Development (CSD) at pay grade U; a Division Director Finance and Administration (CSD) at pay grade T; and a Division Director Programs and Projects (CSD) at pay grade T, with a fiscal impact of approximately \$540,337 (including PERS and Medicare). The cost of the four new positions will be fully offset by replacing or eliminated existing positions and funded by resources available in the Community Services Department's adopted annual budget--Human Resources. (All Commission Districts.)”

There was no public comment on this item.

Commissioner Weber made the motion, which was seconded by Commissioner Humke. On the call for the vote, with Commissioner Humke temporarily absent, it was ordered that Agenda Item 16 be approved.

12-834 AGENDA ITEM 17 – SOCIAL SERVICES

Agenda Subject: “Recommendation to approve the 2011 Shelter Plus Care Renewal and Consolidation Grant Agreement between the County of Washoe and the Department of Housing and Urban Development (HUD) [\$120,960 HUD funds; \$120,960 County match] for the period retroactive August 1, 2012 to July 31, 2013; and authorize Purchasing Office to release a Request for Proposal to establish a roster of local grant servicers to administer the consolidated Shelter Plus Care Grant, and direct Finance to make appropriate budget adjustments--Social Services. (All Commission Districts.)”

There was no public comment on this item.

Commissioner Weber made the motion, which was seconded by Commissioner Humke. On the call for the vote, with Commissioner Humke temporarily absent, it was ordered that Agenda Item 17 be approved, authorized, and directed.

12-835 AGENDA ITEM 18 – COMMUNITY SERVICES/PUBLIC WORKS

Agenda Subject: “Recommendation to award bid and approve agreement for the “Galena Creek Stream Bank Stabilization at Joy Lake Road Bridge” project to MKD Construction, Inc., the lowest responsive, responsible bidder [\$266,550 - Funding Source is the Capital Improvement Fund PW920501]--Community Services/Public Works. (Commission District 1.)”

There was no public comment on this item.

Commissioner Weber made the motion, which was seconded by Commissioner Humke. On the call for the vote, with Commissioner Humke temporarily absent, it was ordered that Agenda Item 18 be awarded.

12-836 AGENDA ITEM 19 – COMMUNITY SERVICES/PUBLIC WORKS

Agenda Subject: “Recommendation to award bid and approve agreement for the “Rancho San Rafael Regional Parking Lot Repairs” project to Gradex Construction Company, the lowest responsive, responsible bidder [\$365,810 – Funding Source is the Roads Special Revenue Fund]--Community Services/Public Works. (All Commission Districts.)”

There was no public comment on this item.

Commissioner Weber made the motion, which was seconded by Commissioner Humke. On the call for the vote, with Commissioner Humke temporarily absent, it was ordered that Agenda Item 19 be awarded.

12-837 AGENDA ITEM 9 – MANAGEMENT SERVICES

Agenda Subject: “Presentation and acceptance of the Emergency Medical Systems Analysis Final Report, and possible direction to staff regarding the recommendations contained within the Final Report--Management Services. (All Commission Districts.)”

10:37 a.m. Commissioner Humke returned.

John Slaughter, Management Services Director, introduced Dr. Harold Cohen, Project Manager TriData Division, System Planning Corporation.

Dr. Cohen thanked the Commission for selecting TriData to provide this service to Washoe County. He said in most cases excellent cooperation was obtained from everyone, which made the report possible. He stated no emergency was found in the Emergency Medical System (EMS), and the people of Washoe County were being taken care of. He said the biggest challenges the County faced were at the system level and not the technical level, which would be the focus of today’s presentation. He stated the County’s EMS was fragmented, no one authority had the power to oversee it, and the data was not transparent and was questionable.

Dr. Cohen’s presentation included an overview of the project, major challenges, the County EMS System, EMS Dispatch, Information and Data Systems, First Responder System, Regional Emergency Medical Services Authority (REMSA), REMSA Franchise Contract, EMS Finance, what numbers say and mean, meeting response time goals, assessment by stakeholders, conclusions, future directions for Washoe County, system design, EMS Dispatch, information systems, EMS Care Delivery, and final thoughts. A copy of the presentation was placed on file with the Clerk.

Dr. Cohen said if there were no changes in dispatch as part of any changes to EMS, within a year things would be right back to where they were right now because every stakeholder needed to be included in making the changes. He stated the County needed to embrace the true meaning of Universal 9-1-1, which would immediately send the appropriate care to the person needing the care. He said dispatch changes were the quickest and cheapest way to shorten response times. He stated another problem was there was not a universal incident number, which would connect the incident from the first responder all the way to the hospital. He said that would allow the records to be connected and to measure efficiencies and skill provision.

Dr. Cohen said the citizens would require the closest qualified unit be sent and it was inevitable the boundary lines would have to disappear from EMS and from public safety. He stated dispatch should be guided by accepted medical-priority dispatch programs.

Dr. Cohen stated because TriData was not provided with accurate data, he did not trust all of the numbers in the report. He said there was a need to know by specific numbers where the system did well and where it did not.

Dr. Cohen said the report concluded Washoe County's citizens were receiving good EMS service and the current people providing service should continue to provide it. He stated there was a need to get the system under control in the areas of system oversight, dispatch, information management, and overall medical direction. He stated the system issues needed to be managed before addressing additional skill levels. He said there would be a cost to revamp the system.

Dr. Cohen stated during a discussion about data management, Renown's Chief of Trauma Surgery said he reviewed EMS run sheets for multi-system trauma. Dr. Cohen said he wondered if anyone knew that people working in the EMS and hospital systems were looking at that information. He stated leadership and advocacy would make the system work in a way that everyone's talents could be used. He said some hard decisions might need to be made if any segment within the system would not follow the Board's leadership in public safety.

In response to the call for public comment, Robert Parker said he was on the panel that selected TriData to conduct the analysis. He felt TriData did a good job on the analysis, and he thanked the Commissioners for their help in obtaining the data needed. He discussed REMSA's response times and the need for new members on the District Board of Health (DBOH).

Steven Perez said he was impressed by the report but he did not know if it addressed REMSA's best-effort zone, which included most of the County. He stated REMSA's eight-minute requirement was mainly for the City of Reno. He said in one instance a woman laid on the floor for 36 minutes before REMSA arrived, which should be unacceptable. He stated because she was in the best-effort zone, the response was acceptable based on the agreement with REMSA. He said if REMSA did not have a

monopoly and without the jurisdictional boundary lines, the patient could have gone to a hospital in Carson City in five minutes.

William Steward felt the study contained good information and should be looked at thoroughly. He said the report mentioned things that had been discussed in the past, and hopefully they could be addressed instead of being shelved or studied again. He believed the Board should take action on the report quickly.

Commissioner Humke said the TriData letter dated August 15, 2012 had a third bullet that indicated “inadequate unreliable response time and skill performance data.” He stated he wanted to discuss this because of the best-efforts zone. He said Dr. Cohen talked about the Public Utility Model (PUM), which to him meant monopoly. He said the PUM was used to resolve a problem with multiple ambulance providers in the area racing to every call, which was inefficient and dangerous. He asked if some form of ambulance competition could be considered for the unincorporated areas of the County. Dr. Cohen stated competition could be done but, to be 100 percent honest, EMS ambulance service was not profitable without doing routine medical transportation along with it. He explained routine transportation was less risky, was set up ahead of time, did not require the same level of provider, and was where the money was made. He said for example, if the Gerlach volunteers no longer provided service, it would not be economical or expected REMSA would have to put a unit out in Gerlach. He explained REMSA could not make a profit in that kind of setting because of the limited number of calls and the federal reimbursement rate going down. He believed the providers were where they needed to be. He reiterated if the commercial model was retained, he felt the best model would be for the County or the DBOH to have oversight over the whole EMS system and to have standards for everyone at every level.

Commissioner Humke believed the unincorporated County did not have its concerns serviced by the DBOH because it was an urban model, which was what best-effort zone was. He said one alternative would be to deconsolidate from the DBOH. He stated the second alternative would be to do a partial deconsolidation to pull away from the current ambulance model for the unincorporated areas, which would have a department head manage the transport and response calls for the unincorporated areas. He asked if one alternative would be superior to the other. Dr. Cohen said from a scientific perspective he was not sure he could answer that question. He stated he was confident a well led organization would be needed to make the system work.

Commissioner Breternitz said a lot of work had been done to select TriData, but he understood the medical community was also doing its own survey. He asked if REMSA and the DBOH were involved in the selection committee, which ultimately selected TriData. Fire Chief Mike Brown, North Lake Tahoe Fire Protection District (NLTFPD), replied there was quite a bit of participation by REMSA and the DBOH. Commissioner Breternitz asked what the committee did. Chief Brown replied the committee put together the Request for Proposal (RFP) for what the evaluation would look like when the contractor was chosen and TriData was selected based on the presentations each bidder made. Commissioner Breternitz asked if the selection was

unanimous. Chief Brown replied it was not, but there was finally an agreement on who would be chosen and on the information that went into the RFP.

Commissioner Breternitz felt it would be confusing to have multiple reports. He asked if Chief Brown had any thoughts on how the Board could obtain objective recommendations from the information presented to Board and the DBOH. Chief Brown said he worked in the fire-based EMS and in private ambulance service systems; and they needed to work hand-in-hand. He said the fire service alone could not run the EMS program, but needed to work together with a private provider. He stated they needed to be able to transfer information and to be dispatched together. He said putting stakeholders' together to work on solutions, especially the findings and recommendations like those from TriData, could take care of a lot of the issues. He stated everyone needed to start doing what was right for people to ensure the closest resources were used, the resources needed were placed into service as quickly as possible, and the patients' needs were met as quickly as possible. He stated that should happen starting with the receipt of the 9-1-1 call to the hospital receiving the patient. He said a lot of people considered themselves experts in a lot of different areas that sat on the committees and the working groups, but they brought forward misnomers. He stated TriData's report contained a lot of good information, which could improve what was being done if it was followed; and he was hopeful that would be what would take place. He said there were already reports trying to counteract TriData's report. He said he was hopeful that while he was still alive he would see everyone working together to do what was best for the citizens.

Commissioner Breternitz asked the DBOH Chairman if the Board and the DBOH could find a middle ground to look at the data objectively and to work on improvements together. DBOH Chairman Matt Smith said the DBOH would be open to any suggestions the County had, but the DBOH had not heard from the Commission about the unincorporated areas response times. He advised the DBOH was looking at the TriData report and if something needed to be done it should be done. Commissioner Breternitz believed after the DBOH had time to digest the information, the DBOH and the County should have a joint meeting to discuss moving forward. Chairman Smith felt it would be good to discuss that, but the DBOH was handcuffed in many ways by the Interlocal Agreements. He said everyone would have to participate in making changes, which might or might not be difficult. He stated the DBOH was always trying to make improvements on what it was doing for the community.

Commissioner Weber asked why there had been no discussion by the DBOH about the best-effort zones. Chairman Smith said the DBOH had a subcommittee that looked at the best-effort zones in terms of whether or not they were meeting the requirements in the franchise agreement. He stated there had been no agenda item about providing more service elsewhere.

Commissioner Jung asked if the response times should be reviewed based on population growth and what the expectations were. Dr. Cohen said service demand clearly had to be a major element of response times and the assignment of equipment. He

advised response times needed to be looked at realistically because people chose to live in remote locations with poor access; but the lines needed to be more dynamic when areas started to be more populated because that created more risk for public safety events. He said the report found REMSA was doing better in the best-effort zones than in the 20-minute zones, which might mean the maps needed to be looked at.

Commissioner Jung said Dr. Cohen mentioned one of the issues was there was not one incident number for each case for tacking purposes. Dr. Cohen explained there were incident numbers, but they were not the same numbers from the beginning to the end. He said that would make a difference in deciding what level of care the providers had to be trained for. He stated sending a basic EMT was fine if the response would take a minute or two but, if the response was routinely a 10 minute difference, then a greater level of care would be necessary. He said the lack of a uniform incident number precluded the ability to make that analysis without going through all of the incident reports by hand. Commissioner Jung asked a how a universal incident number could be implemented. Dr. Cohen replied it would have to be implemented by agreement. He noted he did not see it addressed in the franchise agreement.

Commissioner Jung said the report indicated changes were made since the 1990's that benefited the franchise, but those changes were not codified. Dr. Cohen replied some of the changes had not been put into successor agreements, and he could not find any record of formal approval of the changes in the DBOH minutes.

Commissioner Jung asked what suggestions Dr. Cohen had to take the handcuffs off the DBOH in providing oversight. Dr. Cohen replied the report's main recommendation was to have County-wide EMS, whether oversight was assigned to the DBOH or to public safety through the County. He said legislation might be needed or it might be handled through an Interlocal Agreement. Commissioner Jung said the DBOH had an employee that worked on oversight of the franchise agreement. Dr. Cohen explained Dr. Joseph Iser, District Health Officer, said the DBOH's authority was limited to the contract and had nothing to do with the first responder agencies or the other ambulance providers throughout the County. He felt that was where the system needed to change so everyone would be held accountable for their appropriate level of care.

Commissioner Jung said Dr. Cohen indicated the DBOH was already paying \$150,000 of the costs to design the system. Dr. Cohen explained that figure was provided in response to asking them how much was spent on EMS, i.e. overseeing the contract, which was the cost of three or four positions guaranteeing compliance.

Commissioner Jung asked how the County could join REMSA in their ground-breaking project. Dr. Cohen said REMSA got the federal grant, but the leaders of each of the systems had to find out where they could help REMSA meet its goals. He said the whole point was treating people in the community, thereby keeping them out of the ER's if they did not need to go there. He said it needed to be a joint effort with REMSA, the County, the DBOH, and all of the first responders to determine what everyone's job

were. He stated if one element was missing, the project would not be as good as it could be.

Commissioner Jung suggested holding a joint meeting with the Commission, the DBOH, and REMSA's Board to see who would be willing to step up to make changes.

Chairman Larkin said the report indicated transportation in the community was \$17.6 million, and he asked what that number represented. Dr. Cohen said it represented a proforma budget based on an anticipated amount of billing and a reasonable amount of collections. He stated he basically used the Medicare formula because no one would provide the patient-pay figures. He noted there were three transportation companies: NLTFPD, REMSA and the Gerlach volunteers. He said Gerlach did not bill for services.

Chairman Larkin said excluding the NLTFPD, approximately \$60 million was spent for first responder fire departments, but 90-95 percent of fire department responses were not fire related. He stated many of the SFPD firefighters were also paramedics due to the County's more rural areas. He said in doing some extrapolation, \$50 or \$60 million was being spent for transportation for first response, and he asked if those numbers were accurate. Dr. Cohen said they probably were when looking at the big picture, but he could not say out of all of the first responder money how much was for first response. He felt Chairman Larkin was correct that probably 80 percent was for emergency medical response. However, it was not so easy to say let us cut this piece and I will give you another number because of the dual role of all the hazard response that was going on now. He said the static response level the first responders used, meaning equipment and stations, allowed for a quicker response. The dynamic response REMSA used was a deficient model when it came to cost and transportation. He said a lot of what this came down to was the counterintuitive thought process the federal government and the insurance companies came up with, which would only pay for taking someone to the hospital. He said from a business perspective, more should be paid when the first-responder fire companies and EMS providers did not take someone to the hospital, but got them into the system. He stated the federal government a few years ago chose not to move on that and it had gone back to the individual communities to deal with it.

Chairman Larkin said REMSA should be commended for obtaining the grant. He said huge amounts of money were being spent on first responders, but a commensurate amount of benefits were not being received in terms of cost reductions on the transportation end of things. He stated one of the attempts of the grant was to deliver care where it was needed and not just get the patient to the hospital. Dr. Cohen said that 1960's EMS model led to where things were now. He stated the leaders from all of the organizations needed to get together to determine what would be best to do as EMT's and first responders under the appropriate medical direction and with the paramedics doing the level of care that they needed to do. He said EMS was the crossroad of public safety and public health. He stated fire personnel between calls trained and conducted fire inspections, but someone could also go to the station to have their blood pressure checked

or for getting help on how to monitor their blood sugar. Chairman Larkin said those were some of the concepts that surrounded the REMSA grant as to how existing fire agencies could participate. Dr. Cohen replied absolutely. The entire EMS community with the proper oversight should be an integral part of that.

Chairman Larkin said 38 recommendations were presented in the report, but he asked what the top three were that could happen immediately such as the universal incident number. Dr. Cohen said that was one, but the question was a little loaded. Chairman Larkin agreed. Dr. Cohen stated another item that could be handled today would be monitoring and getting accurate numbers from the dispatch center. Chairman Larkin asked if that would be around the virtual consolidation concept. Dr. Cohen replied that could be the beginning of it because results would start to be seen that would lead to virtual consolidation. He said another item would be to start getting the training under one agency. Chairman Larkin said the recommendation was REMSA take the lead on the training. Dr. Cohen said that was correct. He stated he saw REMSA's academy and it was wonderful. He felt if they had a paramedic or EMT refresher class with 14 participating, having 18 should not be an issue. Chairman Larkin felt training would be part of the grant process in terms of getting care where it needed to go.

Commissioner Humke said if a dispatcher determined a call was a medical call, it would be transferred to REMSA. Dr. Cohen stated that was correct. Commissioner Humke believed that built in some delay. Dr. Cohen said every time a call was physically switched it cost time.

Commissioner Humke said there had been difficulties with REMSA regarding them referring to the confidentiality of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to not provide information. He asked if that was a problem for Dr. Cohen in doing his work. Dr. Cohen believed HIPAA and other types of restrictions were used very liberally to not take action. He said HIPAA was about medical records and those records being used outside official channels and being available. He stated the dispatcher and the agency were part of the system and if the storage of that data was controlled that took care of what HIPAA did. He said there were arguments about written consent and about people who were in extremis really being able to give actual consent versus implied consent, which was something for the legal system to look at. He said HIPAA would not be a reason right now and, if there was any reason, it would be should the first party actually having the knowledge, skills, and ability to provide pre-arrival instructions to the caller versus giving that investment in time to REMSA. Commissioner Humke stated some of those dispatch issues would be worked on while retooling the fire service.

Commissioner Humke said Dr. Cohen stated medical care started with the 9-1-1 response. He said insurers, hospitals and other medical providers were all part of the 9-1-1 call. He asked if that also took place with the other types of fire response calls, and were casualty insurers and building contractors involved in the 9-1-1 call. Dr. Cohen replied they could be. He said what was seen in the industry was discoverability, especially if the organization had the obligation to provide that. He stated the true priority

dispatch was a fire priority dispatch program, but it had not been as well implemented across the country as medical priority dispatch. He said during the Mispah Hotel fire there was quite a bit of controversy on what information could be given out when the investigation was ongoing. He stated he could not say that would not continue to happen, but it had to be available. He said eventually even if it did not help the individual, it would help the system and would help medical oversight. Commissioner Humke thanked Dr. Cohen for his thought provoking presentation.

On motion by Commissioner Jung, seconded by Commissioner Weber, which motion duly carried with Commissioner Breternitz voting “no,” it was ordered that Agenda Item 9 be accepted and a joint meeting be scheduled with the District Board of Health (DBOH) and the Regional Emergency Medical Services Authority’s (REMSA’S) Board to tackle the recommendations.

Commissioner Humke felt it was time to discuss the deconsolidation of DBOH especially regarding how it impacted fire response. He said the other issue was the County Commission not having much say in the management of the DBOH. He felt legislation needed to be pursued eventually.

Commissioner Breternitz agreed at some point the REMSA Board would have to be involved in the discussions, but he felt it would be better to start with the DBOH and the Commission. He suggested amending the motion to have a meeting with the DBOH and to have a second meeting with both. Commissioner Jung said while she understood Commissioner Breternitz’s thinking, she noted REMSA came to all of the DBOH meetings, so REMSA’s Board might as well attend the joint meeting to participate in figuring it all out.

On motion by Commissioner Humke, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that a joint meeting between the District Board of Health (DBOH) and the County Commission be held as soon as possible so the DBOH could describe the DBOH’s history of its relationship with REMSA and the negotiation of contracts, describe the budgeting process for the DBOH, the large amounts of state and federal money that was passed through for health programs, and looking to Washoe County to make up the difference if there was any deficit or disparity.

12-838 AGENDA ITEM 10 – APPEARANCE

Agenda Subject: “Appearance: Leon Thomas, BLM Sierra Front Field Manager and Colleen Sievers, BLM Carson City District Resource Management Plan (RMP) Project Manager--Presentation on BLM activities occurring on public land in Washoe County and presentation on the RMP revision currently under way. To be heard before Agenda Item #11.”

Leon Thomas, Bureau of Land Management (BLM) Sierra Front Field Manager, said he was new to the area and he had been visiting the eight counties and the

six tribes the BLM worked with. He stated he planned on using a collaborative approach to dealing with public lands, and he wanted to hear what was important to Washoe County. He said the BLM was working on an aggressive drought strategy with the District's ranchers to ensure the sustainability of the rancher's allotment in the long term. He stated currently the focus was on the ranchers with a fall and winter turnout, but the intent was to eventually meet with the with allotment holders District-wide.

12:23 p.m. Commissioner Humke left the meeting.

Colleen Sievers, BLM Carson City District Resource Management Plan (RMP) Project Manager, conducted a PowerPoint presentation on the Resource Management Plan, which would encompass the five million acres in the District that the BLM managed in 11 counties and in two states. She said it was hoped a draft RMP and Environmental Impact Study (EIS) would be ready by the spring of 2014, a proposed RMP and final EIS would be ready by the spring of 2015, and a decision would be made by the winter of 2015. A copy of the presentation was placed on file with the Clerk

Chairman Larkin asked if the scoping summary was available. Ms. Sievers replied it would be ready by late September and would be available online when it was finalized. Chairman Larkin asked if the RMP's maps would be available online. Ms. Sievers said all products would be available online. She said travel and transportation workshops were being tentatively scheduled, which was a concurrent process of the RMP, and some of that would be incorporated into the RMP. She stated all of the maps to be presented at the workshops would be made available prior to the workshops for public examination.

Chairman Larkin felt he and Commissioner Weber would be interested in the travel maps, because they had the two most rural districts. He believed Bill Whitney, Community Development Acting Director, had provided the Commission's comments on land disposal, and he would bring back information on that as the process evolved.

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

12-839 **AGENDA ITEM 11 – COMMUNITY SERVICES/COMMUNITY DEVELOPMENT**

Agenda Subject: “Recommendation to approve the Memorandum of Understanding between Washoe County and the U.S. Department of the Interior, Bureau of Land Management, Carson City District, that will give Washoe County “Cooperating Agency” status in the Environmental Impact Statement process for the preparation of the Carson City Districts “Resource Management Plan”--Community Services/Community Development. (All Commission Districts.) To be heard after Agenda Item #10.”

There was no response to the call public comment.

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

12:32 p.m. The Board convened as the Truckee Meadows Fire Protection District (TMFPD) and the Sierra Fire Protection District (SFPD) Board of Fire Commissioners.

1:12 p.m. The Board adjourned as the Truckee Meadows Fire Protection District (TMFPD) and the Sierra Fire Protection District (SFPD) Board of Fire Commissioners.

1:13 p.m. The Board reconvened as the Board of County Commissioners and declared a recess.

2:34 p.m. The Board of County Commissioners reconvened all members present.

12-840 **AGENDA ITEM 12 – APPEARANCE**

Agenda Subject: “**Appearance: Robert Marshall, Intermountain Water Supply Project--Presentation and update by Mr. Marshall on the status of the Intermountain Water Supply Project with possible direction to staff regarding the Project and its future disposition--Community Services/Water Resources. (Commission District 5.)**”

This agenda item was pulled, but Chairman Larkin opened it up to take public comment. There was no response to the call for public comment.

12-841 **AGENDA ITEM 14 – PURCHASING**

Agenda Subject: “**Presentation on E-Verify employment verification program--Purchasing. (All Commission Districts.)**”

Chairman Larkin thanked Mr. Sullens for researching E-Verify.

Mike Sullens, Purchasing and Contracts Manager, said E-Verify’s use was currently not required in Nevada, but its use was growing. He conducted a PowerPoint presentation, which was placed on file with the Clerk. The presentation reviewed what E-Verify was, why E-Verify was used, how E-Verify worked, getting started with E-Verify, how to enroll, employer responsibilities, a few important E-Verify rules, employee rights, TNC case resolution, self check, who uses E-Verify, states requiring some form of E-Verify participation for some employers, states requiring private employer participation in E-Verify, states requiring the use of E-Verify, and the E-Verify website.

Chairman Larkin said he became aware of the program when he found out Carson City/County required E-Verify be used by all of their contractors, which he felt

was a good idea. He stated he requested getting some specifics on E-Verify to see if the Board would be interested in doing similar verifications with the County's contractors. He asked if Mr. Sullens checked with Carson City/County regarding their success with E-Verify and how it was written into their contracts. Mr. Sullens replied he did not, because he had not been aware they were doing that; but he would follow up with them.

Commissioner Breternitz said Q & D Construction had used E-Verify since 2005, which he thought was an extremely useful tool to screen employees at another level. He felt it would not be a big deal for the County to require the use of E-Verify, but he also felt good companies were using it on their own.

Chairman Larkin requested staff check with other entities to see what they were doing, draft a policy on the County's contractors using E-Verify, and bring it back to the Board for review.

There was no public comment on this item.

12-842 AGENDA ITEM 15 – SHERIFF

Agenda Subject: “Recommendation to award Invitation to Bid No. 2827-13 for the inspection and overhaul of a Rolls Royce 250-C20B helicopter engine on behalf of the Washoe County Sheriff’s Office Raven Division, to ASI Services, LLC [estimated amount \$124,144 with a range up to \$244,755], depending on additional repairs recommended by ASI and approved by the Sheriff’s Office after inspection of the engine; and authorize the Purchasing and Contracts Manager to issue the purchase order for the work--Sheriff. (All Commission Districts.)”

Commissioner Humke asked why there was such a big range in the estimated repair amount. Mo Bessiere, Aircraft Mechanic, explained there was a big range because turbine engines were very expensive. He said the reason for going with ASI Services LLC was due to their bid being very specific regarding every part and because they included the worst case scenario, which was basically getting a brand new engine. He stated he doubted that would happen. Commissioner Humke asked if the aircraft engine was part of military excess. Mr. Bessiere replied it was, but there were none available in the system.

Commissioner Humke said several private sector contractors had asked why these repairs were not contracted out to the private sector, and he asked why this approach was better. Ralph Caldwell, Special Operations Division Sergeant, asked what Commissioner Humke wanted to see contracted out. Commissioner Humke replied everything about the Regional Aviation Enforcement Team (RAVEN) program. Sergeant Caldwell said that question was not something that had been prepared to be addressed today. Chairman Larkin asked Commissioner Humke to confine his comments to the turbine engine. Commissioner Humke said he eventually would like to see the cost comparison between the private sector and government employees for the all RAVEN functions.

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke voting “no,” it was ordered that Agenda Item 15 be awarded and authorized.

12-843 AGENDA ITEM 20 – COMMUNITY SERVICES/COMMUNITY DEVELOPMENT

Agenda Subject: “Introduction and first reading of an Ordinance pursuant to Nevada Revised Statutes 278.0201 through 278.0207 approving Development Agreement Case Number DA12-001 for St. James’s Village (Tentative Subdivision Map Case No. TM5-2-92 that was previously approved by the Washoe County Commission). The sole purpose of the Development Agreement is to extend the expiration date of said subdivision map until October 16, 2016, with a possible second extension to October 16, 2020. The project is located along the central portion (on both sides) of Joy Lake Road, west of the I-580 freeway. The project encompasses a total of approximately 1,626 acres, the total number of residential dwellings allowed by the approved tentative map is 530. The parcels are situated in portions of Sections 10, 13, 14, 15 and 23, T17N, R19E MDM, Washoe County, Nevada (APNs 046-132-06; 153-131-13; 156-040-06; 156-111-23; 156-141-04; 156-040-09 and 046-060-45); and if supported, schedule a public hearing, approval of the Development Agreement, second reading and possible adoption of the Ordinance for September 25, 2012—Community Services/Community Development. (Commission District 2.)

Amy Harvey, County Clerk, read the title for Bill No. 1678.

There was no public comment on this item.

Bill No. 1678, entitled, "AN ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0201 THROUGH 278.0207 APPROVING DEVELOPMENT AGREEMENT CASE NUMBER DA12-001 FOR ST. JAMES’S VILLAGE (TENTATIVE SUBDIVISION MAP CASE NO. TM5-2-92 THAT WAS PREVIOUSLY APPROVED BY THE WASHOE COUNTY COMMISSION). THE SOLE PURPOSE OF THE DEVELOPMENT AGREEMENT IS TO EXTEND THE EXPIRATION DATE OF SAID SUBDIVISION MAP UNTIL OCTOBER 16, 2016, WITH A POSSIBLE SECOND EXTENSION TO OCTOBER 16, 2020. THE PROJECT IS LOCATED ALONG THE CENTRAL PORTION (ON BOTH SIDES) OF JOY LAKE ROAD, WEST OF THE I-580 FREEWAY. THE PROJECT ENCOMPASSES A TOTAL OF APPROXIMATELY 1,626 ACRES, THE TOTAL NUMBER OF RESIDENTIAL DWELLINGS ALLOWED BY THE APPROVED TENTATIVE MAP IS 530. THE PARCELS ARE SITUATED IN PORTIONS OF SECTIONS 10, 13, 14, 15 AND 23, T17N, R19E MDM, WASHOE COUNTY, NEVADA (APNS 046-132-06; 153-131-13; 156-040-06; 156-111-23;

156-141-04; 156-040-09 AND 046-060-45)," was introduced by Commissioner Humke, and legal notice for final action of adoption was directed for September 25, 2012.

12-844 AGENDA ITEM 21 – DISTRICT ATTORNEY

Agenda Subject: "Possible action on settlement, release and waiver agreement with Reno Redevelopment Agency for claims associated with past and future allocations of property taxes to redevelopment district--District Attorney."

Paul Lipparelli, Legal Counsel, said the District Attorney's Office had been working a long time with the City of Reno's legal and financial advisors regarding claims made by the Reno Redevelopment Agency concerning how property taxes were distributed over a period of years. He said through negotiations and arguments over the various legal positions and the time and resources it would take for litigation, the parties moved in the direction of reaching a settlement. He advised the settlement agreement before the Board would resolve the claims made by the Reno Redevelopment Agency. He stated the essence of the agreement was the County, the Board of Trustees of the Washoe County School District (WCSD), the Reno City Council, and the State of Nevada agreed to participate in a settlement agreement resulting in the payment of money to the Reno Redevelopment Agency. He reviewed the essential terms of the agreement as outlined in his e-mail dated August 28, 2012, which was placed on file with the Clerk along with a copy of the settlement agreement.

Mr. Lipparelli said the Reno City Council and the Redevelopment Agency's Board acted this morning in a special meeting to approve this settlement agreement, and the same agreement was on the WCSD's Board of Trustees meeting agenda for this afternoon. He stated it was scheduled for approval by the State in the next few weeks. He recommended the Board approve the agreement subject to its approval by the WCSD and the State.

Mr. Lipparelli said the agreement contained a schedule of payments to be made to the Redevelopment Agency, which included the County's \$2,265,253 proportionate share of the past due amount. He stated going forward over the next six years, the parties agreed the Reno Redevelopment Agency would receive \$2.7 million a year; and each of those parties would bear a proportionate share of those payments.

Mr. Lipparelli stated it was estimated if the Redevelopment Agency prevailed on all of its claims, the total exposure to the taxing entities would have been in excess of \$60 million. He said this compromise and settlement included the benefit of the parties agreeing among themselves how to resolve the problem thereby limiting the uncertainty of outcome and the delay and considerable expense of litigation. He stated the recommendation was for the Board to approve the settlement agreement.

Chairman Larkin said the agreement was made public at Reno's City Council meeting, but the Board had no copies for the public. Mr. Lipparelli said copies would be made available to anyone interested in the agreement.

In response to the call for public comment, Shawn Oliphant, Reno Redevelopment Agency Counsel, commended the work done by the District Attorney's Office, the Assessor's Office, and the Treasurer over the last six months to reach a resolution. He said the settlement agreement was subject to approval by the WCSD, but not by the State, because the State Board of Equalization (SBOE) did not meet until September 11, 2012, while the first payment to the Redevelopment Agency was scheduled for September 1st. He said the State was a small portion of the payment, and the indication was they would approve the agreement. Mr. Lipparelli conceded the State's share was minimal and there was some assurance it would be approved after having a discussion with some State officials. He changed his recommendation to make the approval contingent on the WCSD's approval only.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 21 be approved contingent on the Washoe County School District's approval.

12-845 AGENDA ITEM 22 – DISTRICT ATTORNEY/COMMUNITY SERVICES/COMMUNITY DEVELOPMENT

Agenda Subject: “Public Comments, discussion and possible action regarding the conduct of commercial wedding and special event activities by Tunnel Creek Properties LLC (and Craig Olson and Elizabeth Olson as managers of the LLC) on residential property located at 1200 Tunnel Creek Road, Incline Village in alleged violation of zoning, nuisance and licensing codes. Action may include authorization of litigation and/or approving a stipulated settlement--District Attorney/Community Services/Community Development. (Commission District 1.)”

Paul Lipparelli, Legal Counsel, said this had been a quickly evolving matter over the last few weeks, and the staff report dated August 22, 2012 chronicled the events. He said the subject property had two different zoning categories, and the property owner had been conducting commercial activities on it by holding weddings. He said the events generated complaints from the area's residential property owners, and the staff report chronicled the efforts of the staff in Community Development and in the District Attorney's (DA's) Office in trying to address the complaints. He stated the parties met and, when the discussions reached the point where it looked as though litigation would be necessary, the property owner agreed to stipulate to the injunction entered by the court stopping the commercial activities on the parcel. He stated the DA's Office had a complaint prepared and ready to file and the stipulation was ready. He said if the Board favored signing the stipulation, it was felt it would benefit everyone concerned. He said the stipulation would stop any events beyond what was already scheduled and the property owner would pay the maximum fine that could be imposed if each of the events was considered a separate violation of County Code and if the property owner was judged to be guilty of those violations by the court. He stated that achieved everything that could be achieved by litigation.

In response to the call for public comment, David Gedder said he lived adjacent to the subject property, and his quality of life had been destroyed over the last two summers by the activities occurring on the adjacent property. He thanked the Commission for shutting those activities down.

Joyce Bock stated her son built the home purchased by Mr. and Mrs. Olson, and they knew it was zoned as a single-family home even though they proceeded to book weddings to be held on the property. She said the access to the property was also a fire lane, which had been blocked. She said the events had disrupted the lives of the people living on her road and also for the Bishops living across the highway. She stated she was glad this was coming to a conclusion, which she appreciated very much.

Leslie Bryan Hart, Attorney for Mr. and Mrs. Olson, said the concerns had been heard and the commitment to take no further bookings was being honored. She noted five weddings and one special event remained scheduled, and it was hoped those could proceed because they had been planned for many months. She advised her client hired a sound engineer to address the concerns regarding the sound levels and would also hire private security for the remaining events. She said any references to the weddings and special events had been removed from her client's web site.

Commissioner Humke asked if the stipulation had the offending party pay a fine. Greg Salter, Deputy District Attorney, replied they would pay a \$1,000 fine for every wedding prior to the implementation date of the permanent injunction, which right now was \$13,000. Commissioner Humke asked what the neighbors would get. Mr. Salter advised they would get permanent closure after the six scheduled events, and the DA's Office reserved in the stipulation the ability to prosecute any noise violations for those remaining events. He said this was a civil action under County Code 125.020, which allowed the DA's Office to seek civil remedies in court for the violation of County Code. He said unless the Commission decided otherwise, litigation was ready to file today for the Olsons' and Tunnel Creek Properties LLC to stipulate for a permanent injunction and the payment of the fines on penalty of contempt of court.

Commissioner Humke said the map showed the location of the complainants and some of them wished for anonymity. Bob Webb, Planning Manager, said the complainants' information would be made public after the case was closed. He said he needed to show where the complainants were located because a complaint from across the street and down by the lake was a different matter than a complaint from a person next door. He said anyone who complained to the office was advised their name would be part of the record if they did not make the complaint anonymously.

Commissioner Humke asked if Mr. Olson had the names of the wedding planners, caterers, etc. Mr. Olson replied he would have to look at the records. Commissioner Humke asked if there had been any drug activity. Mr. Olson said he had been onsite for the majority of the weddings, and he had not observed any drug activity. Commissioner Humke stated a person was passed out in the street during one of the events. Mr. Olson said the person was talking on his cell phone while inebriated, and he

got him out of there. Commissioner Humke said Mr. Olson made promises in the past by way of a letter, and he asked what would be different now. Mr. Olson said the letter mentioned he understood the County would work with him on a land use change. He said up until this point, he had been moving forward on doing a zoning or land-use change. He stated because of the opposition by his neighbors, he would probably not go forward.

Commissioner Breternitz asked if the County had the ability to shut things down short of obtaining a court order. Mr. Salter replied it did not unless it involved an urgent public safety issue. He said zoning violations had to go through the court. Commissioner Breternitz asked what would be the basis for the recommendation to approve the stipulation, which would allow for six events to be held until October 8, 2012. Mr. Salter said none of the available legal actions could occur prior to October 8th, which was when the last event was scheduled and was why this was being settled.

Commissioner Humke asked if there was record of the Sheriff's Office responding to complaints. Mr. Salter said he had only seen three reports from 2012. Commissioner Humke asked if any enforcement action was started. Mr. Salter replied one report indicated Mr. Olson agreed to stop all activity by 10:00 p.m. and turn down the volume, which he did.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried with Commissioner Humke voting "no," it was ordered that the stipulated settlement be approved with Tunnel Creek Properties LLC (and Craig Olson and Elizabeth Olson as managers of the LLC).

12-846 AGENDA ITEM 23 – MANAGEMENT SERVICES

Agenda Subject: "Update, discussion and possible direction to staff regarding 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--Management Services. (All Commission Districts.)"

John Slaughter, Management Services Director, said only a few bill draft requests (BDR's) were proposed by County departments, and staff had been working to locate sponsors for them. He stated the Treasurer and the Recorder had come forward with some issues, which were under discussion by other groups.

Mr. Slaughter said the one remaining Washoe County issue dealt with nuisance and zoning appeal processes, which for the most part only affected Washoe and Douglas Counties. He proposed other bills be looked for during the legislative session where those would fit in, and he recommended the County not go forward with any BDRs.

Mr. Slaughter said the Nevada Association of Counties (NACo) submitted some BDR's and had been reviewing a BDR regarding diesel fuel taxes. He noted the City of Sparks was not using their one BDR, and the City of Reno would be discussing their possible BDR's tomorrow.

Mr. Slaughter said the Consolidated Tax Committee was meeting this week and it was reviewing the distribution of the tax throughout the State. He said that would also be discussed at the September 10, 2012 joint meeting with the Cities of Reno and Sparks and the Washoe County School District.

Commissioner Humke commented the diesel fuel BDR went to Churchill County because NACo used all of their BDR's. He said the BDR would change the split on the Motor Vehicle Tax regarding highway use of diesel and to increase it by 20 percent for the rural counties.

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

12-847 AGENDA ITEM 24 – MANAGEMENT SERVICES

Agenda Subject: “Discussion and possible approval of Washoe County bill draft requests for the 2013 Nevada Legislative Session--Management Services. (All Commission Districts.)”

John Slaughter, Management Services Director, recommended Washoe County not take any bill draft requests to the Legislature this session. He said he would get together as many people as possible to discuss fire consolidation with a target for the 2015 Legislative Session.

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

12-848 AGENDA ITEM 25 – MANAGER

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

Katy Simon, County Manager, stated the August 2012 meeting was cancelled and the next meeting would be at 10:00 a.m. on September 17, 2012 at the City of Sparks.

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

12-849 AGENDA ITEM 26 – REPORTS AND UPDATES

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

Chairman Larkin said a special meeting of the Regional Transportation Commission (RTC) was scheduled for September 7, 2012 at 1:00 p.m. at the Airport Plaza to discuss the Road Tax Improvement Funds and what to do with the excess amounts remaining in the community.

12-850 AGENDA ITEM 27 – 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.”

There was no closed session.

12-851 AGENDA ITEM 29 – PUBLIC COMMENT

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

There was no response to the call for public comment.

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3:45 p.m. Chairman Larkin said the meeting was adjourned without objection.

ROBERT M. LARKIN, Chairman
Washoe County Commission

ATTEST:

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

*Minutes Prepared by:
Jan Frazzetta, Deputy County Clerk*

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

Department of Administration
Purchasing Division, Food Distribution Program
2250 Barnett Way, Reno NV 89512
Contact: Jenelle Gimlin, Program Chief
Email: jgimlin@admin.nv.gov
(775) 684-1832 Phone, (775) 688-1503 Fax

and

Washoe County Senior Services
1155 East 9th Street
Reno, NV 89512
Contact: Grady Tarbutton, Director
Email: gtarbutton@washoecounty.nv
(775) 328-2575 Phone, (775) 328-6192 Fax

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

WHEREAS, it is deemed that the services of **Washoe County Senior Services** hereinafter set forth are both necessary to **The Food Distribution Program** and in the best interests of the State of Nevada;

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

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. CONTRACT TERM. This Contract shall be effective upon approval **from November 13, 2012 to September 30, 2015**, unless sooner terminated by either party as set forth in this Contract.
4. TERMINATION. This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Contract is withdrawn, limited, or impaired.

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5. NOTICE. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.

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

ATTACHMENT A: SCOPE OF WORK

ATTACHMENT B: THE EMERGENCY FOOD ASSISTANCE PROGRAM AGREEMENT

ATTACHMENT C: CLAIM FOR REIMBURSEMENT

7. CONSIDERATION. Washoe County Senior Services agrees to provide the services set forth in paragraph (6) at a cost based upon the federal program funds, reported participation and expenses, claimed on Attachment C, Claim for Reimbursement. Notification of funding level will be specified at beginning of new federal program year. The total Contract or installments payable: up to \$12,000 per year, not to exceed \$36,000. The State does not agree to reimburse Contactor for expenses unless otherwise specified in the incorporated attachments. 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

12-8-25

10. BREACH; REMEDIES. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for State-employed attorneys.

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

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

13. INDEMNIFICATION.

a. To the fullest extent of limited liability as set forth in paragraph (11) of this Contract, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

b. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

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

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

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

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

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

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

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

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

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

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

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

WASHOE COUNTY
Public Agency #1

Robert M. Larkin
Public Agency #1 Signature

8/26/12 CHAIRMAN
Date Title

NV Food Distribution Program
Public Agency #2

Genelle Smith
Public Agency #2 Signature

9-18-12 Program Chief
Date Title

[Signature]
Signature – Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS

12-825

Approved as to form by:

On 11-13-12
(Date)

[Signature] On 10/12
Deputy Attorney General for Attorney General, State of Nevada (Date)

ATTACHMENT A: STATE SCOPE OF WORK

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ATTACHMENT A

Contractor will administer The Emergency Food Assistance Program within the authorized service area. Contractor is responsible through September 30, 2015 (contract period), for maintaining financial and distribution records in accordance with Attachment CC and DD. Attached and incorporated by reference herein as part of the contract is Attachment CC "The Emergency Food Assistance Program Agreement" Attachment DD "Claim for Reimbursement, form NFD-7". The "Contract for Services of Independent Contractor" form shall govern over any inconsistent terms that may exist in the attachments.

Contingent on receipt of adequate federal funds, the State will issue monthly or quarterly payments upon receipt of the State approved "Claim for Reimbursement, form NFD-7" (Attachment DD). Advanced monthly or quarterly payments will be allowed to offset anticipated storage and distribution cost if written justification is received.

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ATTACHMENT B: THE EMERGENCY FOOD ASSISTANT PROGRAM AGREEMENT

12-825

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
FOOD DISTRIBUTION PROGRAM

OCT 7 - 2010

2250 Barnett Way
Reno, Nevada 89512
Phone (775) 684-1830 * FAX (775) 688-1503

PERMANENT AGREEMENT

BETWEEN DISTRIBUTING AGENCY AND RECIPIENT AGENCY
FOR COMMODITIES DONATED BY THE UNITED STATES DEPARTMENT OF AGRICULTURE

THE EMERGENCY FOOD ASSISTANCE PROGRAM

Name of Agency: WASHOE COUNTY SENIOR SERVICES

Address: P.O. BOX 11130
(Street/P.O. Box)

RENO NV 89520 E-MAIL gtarbutton@washoecount
(City, State, Zip)

Telephone Number: 775.328.2575 Fax Number: 775.328.6192

Please provide us with the appropriate classification of your organization by checking one space below which best describes your organization in reference to financial reporting purposes. To determine the appropriate classification for your organization please follow the guidelines set in Statement No. 3 issued by the National Council on Governmental Accounting, subsequently adopted by the Governmental Accounting Standards Board. These guidelines state that organizations exercising substantial or total administrative and supervisory authority in their name are considered to be substantially autonomous; therefore, for financial reporting purposes, should have an audit report of their own separate organization because they would not be included in the audit report of another organization. The fact that some or all of an organization's funds are passed through another organization does not (by itself) indicate the original organization is exercising substantial administrative authority over the other organization (i.e. county government collecting property tax revenue for a local hospital district).

- | | |
|--|--|
| <input type="checkbox"/> State Government Agency | <input type="checkbox"/> School District |
| <input checked="" type="checkbox"/> County Government | <input type="checkbox"/> College or University |
| <input type="checkbox"/> City Government | <input type="checkbox"/> Indian Tribe |
| <input type="checkbox"/> Private Non-profit Organization/Secular | <input type="checkbox"/> Private Non-profit Organization/Faith-based |

Agency's Tax Identification Number: 88-6000138

What time period does your fiscal year cover? July 1 - June 30

The Recipient Agency hereby agrees to the following terms and conditions:

- I. **ADMINISTRATIVE PROCEDURES** - The Recipient Agency shall designate a representative who will be charged with the responsibility for the proper management and use of commodities received. Proper administration shall be in accordance with the Department of Agriculture, 7 CFR parts 250 and 251 of the Code of Federal Regulations and State procedures/policies. This representative will be authorized to obligate the agency's funds and to sign, on behalf of the agency, requests for commodities, reports or other documents necessary in the U.S. Department of Agriculture food program. The Recipient Agency shall be charged with the responsibility of notifying the Nevada State Food Distribution Program of any changes or revisions in personnel, delivery location and/or requested commodity quantity.
- II. **AUTHORIZED USE** - Commodities received under this Agreement shall be distributed solely for the benefit of household consumption to needy persons assisted by the Recipient Agency and will not be otherwise disposed of without prior written approval of the State Agency. Under no circumstances shall USDA commodities be sold or exchanged. The State Agency shall provide the USDA commodities without cost (including charges for handling or distribution) to the Recipient Agency. Recipient Agency shall insure that no charges be imposed on needy persons receiving USDA commodities.
- III. **STORAGE FACILITIES** - Facilities for the proper handling and storage of commodities requested and accepted shall be provided. Commodities must be stored in accordance with the Warehousing and Inventory Control Guidelines (NFD-5).
- IV. **COMMODITY LOSSES** - The Recipient Agency agrees that if improper use, unsuitable storage or inappropriate care of any commodity causes loss of or damage to that commodity, the Recipient Agency shall make restitution as prescribed by the State Agency. Lost commodities are those which, for any reason, cannot be accounted for by distribution records. Commodities may be lost through theft, damage, spoilage, infestation, improper distribution, sale or exchange, diversion to an improper use or similar cases.
- V. **INSPECTION PROCEDURES** - Representatives of the State Agency and/or the United States Department of Agriculture may inspect the Recipient Agency's storage facility and audit all records (including financial records and reports) pertaining to the distribution and use of commodities. They may also review and/or audit the procedures and methods used to carry out all requirements of the agreement at any reasonable time and place to insure compliance with the terms and conditions.
- VI. **REVIEWS** - The Recipient Agency agrees to comply with an annual review of each Sub-outlet site according to their approved agreement. Necessary corrective action(s) must be issued in writing within thirty days to the Sub-outlet site.

The Sub-outlet site must assure the Food Bank within thirty days of request that any recommended procedures have been implemented. This provision is applicable to section VIII.b of this agreement.

VII. **PRIVATE FOOD DONATION ASSURANCE** - The Recipient Agency assures that food donations received from other sources shall not be diminished as a result of donated foods being made available under section 110 of the Hunger Prevention Act of 1988.

VIII. **ELIGIBILITY POLICY** - The Recipient Agency agrees to make available commodities authorized under the Emergency Food Assistance Act of 1983, section 202 and 214 and under the Hunger Prevention Act of 1988, section 104, 110, 213 and 214 to the following households:

A. Needy households that reside in a designated service area approved by the Food Distribution Program. The household must read the "Self Declaration Assurance" and certify eligibility by signing the issuance sheet that their household's income does not exceed 150% of the poverty income guidelines.

B. Needy households receiving assistance from State approved Food Banks in the form of food baskets or cash vouchers. Household income cannot exceed 150% of the poverty income guidelines as issued by the Department of Health and Human Services. Head of household or an authorized representative must verify eligibility and the receipt of USDA food by completing the State approved form titled "Emergency Food Issuance Certification Document".

A Food Bank that is redistributing food to other eligible agencies (food pantry programs) must enter into a "Sub-Outlet Site Agreement for the Distribution of USDA Commodities" unless the State has a current "Food Bank Agreement for the Distribution of USDA Commodities" with the agency. Prior to approval, the Food Bank must ensure that the food pantry program is recognized by the Internal Revenue Service (IRS) as tax-exempt OR has made application for recognition of such status and is moving toward compliance with the requirements for recognition of tax-exempt status OR is currently operating another Federal program requiring such tax-exempt status.

C. Households submitting a written referral issued by a State approved Social Agency such as Women, Infants and Children (WIC).

IX. **DISTRIBUTION POLICY** - Commodities shall be distributed in accordance with the State's written "Distribution Rate Schedule." The schedule is subject to revisions throughout the agreement period. The Recipient Agency shall assure that all commodity transactions are accounted for on the State approved Daily Issuance Form or Household Package

Issuance Form (excluding section 8-b) or on the "Emergency Food Issuance Certification Document" (applicable to Section 8-b only). Commodities shall be requested and accepted only in such quantities that will be fully utilized without waste by eligible recipients. The Recipient Agency shall distribute commodities within their authorized service area unless a State waiver is issued.

X. **RECORD KEEPING** - Accurate records pertaining to all transactions relating to the receipt, disposition and inventory of commodities (including records with respect to the receipt, administration and disbursement of funds arising from the administration, receipt and use of these commodities) shall be retained for a period of three (3) years from the close of the federal fiscal year to which they pertain. As a minimum, these records will contain the following:

- A. Records of all agreements, reports and required documents and correspondence pertaining to this Agreement.
- B. Documentation of eligibility (application, income verification, and copy of referral form).
- C. Perpetual Inventory Records.
- D. Full explanation(s) of any inventory difference(s).
- E. Accurate records on the actual direct costs incurred and disbursed for the storage and distribution of commodities. An agency that is approved to receive Federal funds must submit claims by the (10th) of the month following each month that the expenses were incurred. State claims of 60 days will not be processed. Allowable costs (direct costs to the Food Bank) are as follows:

- | | |
|------------------------------------|----------------------------|
| 1. Management | 6. Rental of Vehicles for |
| 2. Clerical Personnel | Distribution |
| 3. Warehouse Personnel | 7. Print and Mailing Costs |
| 4. Truck Drivers | 8. Telephone |
| 5. Rental of Storage
Facilities | |

NO FIXED ASSETS OR CAPITAL EXPENDITURES ARE ALLOWED UNLESS STATE APPROVAL IS MADE PRIOR TO PURCHASE.

DOCUMENTATION REQUIRED (EXAMPLES):

- A. Canceled Checks

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- B. Paid Invoices
- C. Cost breakdown on pro-rated expenses

XI. **AUDIT REQUIREMENTS OF NONPROFIT PRIVATE AND GOVERNMENTAL AGENCIES** - The Federal Office of Management and Budget (OMB), Circular A-133 requires subrecipients that spend \$500,000 or more in federal assistance to have a single audit and provide the Department of Administration, Food Distribution Program with a copy of the single audit reporting package if there were any audit findings affecting the Food Distribution Program grant awards. The single audit reporting package must include the sub-recipient's financial statements, schedule of expenditures of federal awards, corrective action plan, summary schedule of prior audit findings, as well as the auditor's opinion on the financial statements, reports on internal control and compliance, and schedule of findings and questioned costs. If there were no audit findings affecting the Food Distribution Program grant awards, the sub-recipient must submit written notification to the Administrative Services Division at 209 East Musser Street, Room 104, Carson City, Nevada 89706 stating that the sub-recipient had a single audit performed and there were no audit findings relating to grant awards provided by the Food Distribution Program. A sub-recipient may choose to submit a copy of the reporting package described above to the Administrative Services Division to comply with this notification requirement.

The single audit reporting package or the notification letter, whichever is applicable, shall be sent within 30 days after the issuance of the auditor's report to the auditee, but no later than nine (9) months after the end of the audit period. Appropriate corrective action is to be taken within six months after your receipt of the audit report in instances of non-compliance with Federal laws and regulations. In addition, access to the sub-recipient's financial records is to be afforded to the pass-through granting agency's auditors as necessary for our compliance with Circular A-133.

XII. **CERTIFICATION REGARDING LOBBYING** - Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds. The undersigned certifies, to the best of his/her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of

Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, title 31, U.S. Code.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XIII. **CIVIL RIGHTS COMPLIANCE** - The Recipient Agency hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112), Age Discrimination Act of 1975 (P.L. 94-135) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), Department of Justice (28 CFR Parts 42 and 50) and FNS directives or regulations issued pursuant to that Act and the regulations to the effect that no person in the United States shall, on the grounds of race, color, national origin, sex, religion, age, and disability, be excluded from participation in, be denied the benefits of or be otherwise subject to discrimination under any program or activity for which the program applicant received Federal financial assistance from the Department; and hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants and loans of Federal funds, reimbursable expenditures, grant or donation of federal property and interest in property, the detail of Federal personnel, the sale and/or lease of and the permission to use Federal property or interest in such property of the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient or in recognition of public interest to be served by such sale, lease or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the program applicant by the Department. This assurance includes any Federal agreement, arrangement or other contract, which has as one of its purposes the provision of assistance such as food and cash assistance extended in reliance on the representations and agreements made in this assurance. By accepting this assurance, the Recipient Agency agrees to compile data, maintain records and submit reports as required to permit effective enforcement of Title VI and permit authorized USDA personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with Title VI. If there are any violations of this assurance, the Department of Agriculture, Food and Nutrition Service, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the State Agency or (where applicable) recipient agency, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from the Department. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the program applicant.

XIV. **DEBARMENT CERTIFICATION** - The agency certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any Federal department or agency sponsored program. Where the agency is unable to certify to any of the statements in this certification, such agency shall attach an explanation to this agreement.

XV. **TERMINATION PROCEDURES** - Either agency may terminate this agreement by giving 30 days notice in writing to the other party. The State Agency may cancel this agreement immediately (by notice in writing to the Recipient Agency) upon receipt of evidence that the terms and conditions thereof have not been fully in compliance with. Subject to such notice of termination or cancellation of the agreement, the Recipient Agency agrees to comply with the instructions of the State Agency either to (a) re-donate all remaining inventories in its possession/control or (b) return such inventories to the State Agency and transmit such reports as are required by the State Agency to record final disposition of such inventories. The Recipient Agency shall be held accountable for any losses occurring prior to the date of cancellation, which may be revealed in a final closing audit of the Recipient Agency's operations. (Exception: any termination of this agreement for noncompliance with Title VI of the Civil Rights Act of 1964 shall be in accordance with applicable laws and regulations.

12-8-25

I, Grady Tarbutton the agent authorized by the board of the institution,
(Print or type name)

or chief administrative officer for the institution that has no board, certify that I have read and understand the agreement, terms and conditions, and will comply with all points listed.

Grady Tarbutton
Signature

Director
Title

9/27/10
Date

FOR STATE USE ONLY

Recipient Agency is authorized to distribute USDA food under eligibility policy:

8A 8B _____ 8C _____

Recipient Agency is eligible to receive available Federal funds in the amount determined by a separate cover letter for the applicable fiscal year. Authorization is subject to the receipt of federal funding pertaining to this agreement that is available to the State.

APPROVED

BY Genelle Ginter Program Chief

DATE 10-14-10

COMMENTS: _____

578-71

RESOLUTION

WHEREAS, Washoe County is a member of the Local Emergency Planning Committee and is a subgrantee of State Emergency Response Commission (SERC) consisting of the State Emergency Response Commission (SERC), United We Stand (UWS) Grant Program award in the amount of \$25,590.00, and

WHEREAS, For the grant listed above, Washoe County is either the recipient of grant funds for individual items for use of Washoe County, or is fiscal agent for other government entities or nonprofit organization that are also members of LEPC; and

WHEREAS, NRS 244.1505 allows the Board of County Commissioners of Washoe County to make a grant of public money for any purpose which will provide a substantial benefit to the inhabitants of Washoe County; and

WHEREAS, Washoe County as fiscal agent for the other government entities or nonprofit organizations that are members of LEPC desires to pass through funds and grant assurances from the State grants as described on the attached grant award administrative grid for the uses herein and therein described; and therefore, be it

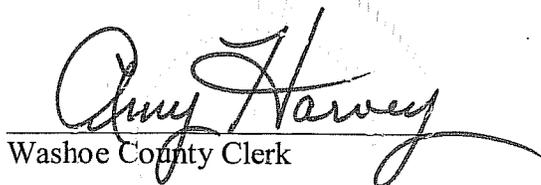
RESOLVED, That the Washoe County Board of Commissioners hereby grants to the government entities (other than Washoe County agencies for which the Board has accepted funds from the awards) and nonprofit organizations as listed on the attached grant award administrative grid, as a pass through of the amounts shown and for the uses shown thereon, finding that said amounts and uses will provide a substantial benefit to the inhabitants of Washoe County and the Board authorizes the County Manager, or her designee, to sign subgrants with the entities listed on the attached grant award administrative grid, which subgrants, herein incorporated by reference, will set forth the maximum amount to be expended under the subgrants, the use and purposes of the subgrants, and the conditions, limitations and the grant assurances of the subgrants.

ADOPTED this 28th day of August, 2012.



Robert M. Larkin, Chairman
Washoe County Commission

ATTEST:



Washoe County Clerk