

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

TUESDAY

10:00 A.M.

MAY 14, 2013

PRESENT:

**David Humke, Chairman**  
**Marsha Berkbigler, Commissioner**  
**Vaughn Hartung, Commissioner**  
**Kitty Jung, Commissioner**

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

ABSENT:

**Bonnie Weber, Vice Chairperson**

The Washoe County Board of Commissioners convened at 10:03 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:

**13-358            AGENDA ITEM 3 – PUBLIC COMMENT**

**Agenda Subject:** “Public Comment. Comment heard under this item will be limited to three 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 three minutes per person. Comments are to be made to the Commission as a whole.”

James Kozera spoke about access issues to special events for senior citizens or the disabled. He suggested the existing terrain or access circumstances be noted so citizens were aware of any conditions before attending.

**13-359            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.)”

Commissioner Hartung requested an agenda item about noticing requirements, especially for large parcels. He discussed the property taxes that were owed

by Nevada Land, LLC, (Aces Ball Park) the related accounts and also the allocation for the taxes owed. Commissioner Hartung indicated that the total amount owed by Nevada Land, LLC was \$1,747,230 and he reviewed the break-down of amounts that were owed to the different entities. He requested those taxes in arrears be reviewed on a monthly basis. A copy of the summary was placed on file with the Clerk.

Commissioner Jung requested an agenda item concerning the County's special event compliance requirements with the Americans with Disabilities Act (ADA). She announced that she attended the inaugural Governor's Office of Economic Development Commercial Indoor Agricultural Conference. She suggested the Community Services Department (CSD) and the District Board of Health work together on the County's ordinances in terms of promoting "indoor grows" such as rooftop greenhouses and hydroponic environments, which used only 10 percent of the traditional water use.

**13-360            AGENDA ITEM 5 - PROCLAMATION**

**Agenda Subject: "Proclamation--May 2013 as Older Americans Month. (All Commission Districts.)"**

Commissioner Jung read and presented the Proclamation to Grady Tarbutton, Senior Services Director. Mr. Tarbutton remarked on the Older Americans Month celebration that was recently held at the Senior Center. He thanked the Board for the Proclamation and invited them to attend any of the events held at the Center.

There was no public comment on this item.

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

**13-361            AGENDA ITEM 6 - PROCLAMATION**

**Agenda Subject: "Proclamation--May 2013 as Be Bear Smart Month. (Requested by Commissioner Berkgigler.)"**

Commissioner Berkgigler read and presented the Proclamation to representatives from the Incline Village General Improvement District (IVGID). Joe Pomeroy, IVGID Public Works Director, thanked the Board for the Proclamation because it was an important issue for the Lake Tahoe area. Madonna Dunbar, Resource Conservationist, thanked the Board for recognizing this issue and indicated that staff worked hard to educate the public.

There was no public comment on this item.

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

**13-362            AGENDA ITEM 7 - PROCLAMATION**

**Agenda Subject: “Proclamation--May 19-25, 2013 as National Public Works Week--Community Services. (All Commission Districts.)”**

Commissioner Berkbigler read and presented the Proclamation to Dave Solaro, Acting Community Services Director, Dwayne Smith, Engineering and Capital Projects Division Director, and Kimble Corbridge, Acting County Engineer. Mr. Corbridge recognized the dedication of the employees to public works and the safety and quality of life for the citizens of Washoe County. He appreciated the Board's Proclamation and their continued support. Mr. Smith also thanked the Board for their support and said the talented and dedicated staff of the CSD continually worked to provide services to all County residents.

There was no public comment on this item.

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

**13-363            AGENDA ITEM 8 - PROCLAMATION**

**Agenda Subject: “Proclamation--May 15, 2013 as Peace Officers Memorial Day and May 12 through May 18, 2013 as Police Week. (All Commission Districts.)”**

Commissioner Hartung read and presented the Proclamation to several members of the Washoe County Sheriff's Office (WCSO). He commented on the Peace Officers Hoff Memorial on May 3, 2013, and said it was an amazing and humbling event. On behalf of Sheriff Mike Haley, Captain Wayne Yarbrough thanked the Board for the Proclamation and said it was much appreciated. After 28 years of service, Captain John Spencer said he could not be prouder of the members of the WCSO and thanked the Board. He said this Proclamation was accepted on behalf of all the members of the WCSO.

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkbigler, which motion duly carried with Commissioner Weber absent, it was ordered that Agenda Item 8 be adopted.

**13-364            AGENDA ITEM 9 - PROCLAMATION**

**Agenda Subject: “Proclamation--May 19-25, 2013 as Emergency Medical Services Week. (All Commission Districts.)”**

Chairman Humke read and presented the Proclamation to Jim Gubbels, Regional Emergency Medical Services Authority (REMSA) President. Mr. Gubbels said he was honored to accept the Proclamation on behalf of staff and appreciated all the first responders that were part of the Emergency Medical Services (EMS) system.

Truckee Meadows Fire Protection District (TMFPD) Chief Charles Moore stated that compassionate medical care was dispensed without regard to race, creed, color or a person’s financial capability. On behalf of the TMFPD, both career and volunteer, he thanked the Board for the Proclamation.

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Chairman Humke, which motion duly carried with Commissioner Weber absent, it was ordered that Agenda Item 9 be adopted.

**CONSENT AGENDA**

**13-365            AGENDA ITEM 10A**

**Agenda Subject: “Approve minutes for the Board of County Commissioners' March 12 and April 9, 2013 meetings.”**

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkbigler, which motion duly carried with Commissioner Weber absent, it was ordered that Agenda Item 10A be approved.

**13-366            AGENDA ITEM 10B – HUMAN RESOURCES**

**Agenda Subject: “Approve reclassification of the Chief Deputy Recorder from pay grade N to pay grade O as evaluated by the Job Evaluation Committee and confirmed by Hay Group; total annual fiscal impact [\$5,234.36]. (All Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkbigler, which motion duly carried with Commissioner Weber absent, it was ordered that Agenda Item 10B be approved.

**13-367            AGENDA ITEM 10C - SHERIFF**

**Agenda Subject:** “Approve direct grant award [\$40,000, no County match required] from the Nevada Division of Emergency Management federal fiscal year (FFY) 2012 Department of Homeland Security (DHS) Grants, Nevada Division of Emergency Management Project No. 97067.12 HL2, grant period 9/1/12-3/31/14, (State Homeland Security Program) to support the Citizen Corps Program. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkbigler, which motion duly carried with Commissioner Weber absent, it was ordered that Agenda Item 10C be approved.

**13-368            AGENDA ITEM 10D – TRUCKEE RIVER FLOOD  
MANAGEMENT AUTHORITY**

**Agenda Subject:** “Approve the Employment Agreement between the County of Washoe, the Truckee River Flood Management Authority, and Jay Aldean to extend his service as Executive Director for the Flood Management Authority; authorize the expenditure from the 1/8 cent sales tax dedicated to the Truckee River Flood Management Authority. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkbigler, which motion duly carried with Commissioner Weber absent, it was ordered that Agenda Item 10D be approved and authorized.

**13-369            AGENDA ITEM 10E(1) – COMMUNITY SERVICES**

**Agenda Subject:** “Approve Washoe County Commission Chair Humke’s recommendation to reappoint Jonathan C. Reynolds to the Washoe County Planning Commission representing District 4 for a term beginning July 1, 2013, and ending June 30, 2017, or until such time as a successor is appointed. (Commission District 4.)”

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkbigler, which motion duly carried with Commissioner Weber absent, it was ordered that Jonathan C. Reynolds be appointed to the Washoe County Planning Commission representing District 4 for a term beginning July 1, 2013, and ending June 30, 2017, or until such time as a successor is appointed.

**13-370            AGENDA ITEM 10E(2) – COMMUNITY SERVICES**

**Agenda Subject: “Accept cash donations [\$25,769.32] from various businesses, organizations and individuals and acknowledge in-kind donations for Regional Parks and Open Space programs and facilities; and direct Finance to make the appropriate budget adjustments. (All Commission Districts.)”**

On behalf of the Board, Commissioner Jung thanked the various businesses, organizations and individuals for their generous donations.

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkbigler, which motion duly carried with Commissioner Weber absent, it was ordered that Agenda Item 10E(2) be accepted and directed.

**13-371            AGENDA ITEM 10E(3) – COMMUNITY SERVICES**

**Agenda Subject: “Accept Urban Forestry Management and Implementation Plan Grant [\$3,400, with \$3,606. County match required] from the Nevada Division of Forestry for services related to the Wilbur D. May Arboretum tree inventory project; authorize the Acting Community Services Department Director to sign the Nevada Division of Forestry Grant Agreement (term: approval to 6-30-14) and all associated grant documents on behalf of the County; and authorize Finance to make all appropriate budget adjustments. (Commission District 1 and 3.)”**

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkbigler, which motion duly carried with Commissioner Weber absent, it was ordered that Agenda Item 10E(3) be accepted, authorized and executed.

**13-372            AGENDA ITEM 10E(4) – COMMUNITY SERVICES**

**Agenda Subject: “Approve Cancellation Agreement and a Water Rights Deed between Washoe County and the Truckee Meadows Water Authority, which reconveys water rights originally dedicated and intended to support a residential dwelling at 3108 Skye Terrace that was never constructed. (Commission District 5.)”**

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkbigler, which motion duly carried with Commissioner Weber absent, it was ordered that Agenda Item 10E(4) be approved.

**13-373            AGENDA ITEM 10F(1) - FINANCE**

**Agenda Subject: “Approve General Fund Contingency Budget Transfer to the Commissioners Cost Center 100100 dues account 710529 [\$11,518] in support of the FY 13 payment to the Nevada Association of Counties; and, direct Finance to make the appropriate budget adjustments prior to June 30, 2013. (All Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkbigler, which motion duly carried with Commissioner Weber absent, it was ordered that Agenda Item 10F(1) be approved and directed.

**13-374            AGENDA ITEM 10F(2) - FINANCE**

**Agenda Subject: “Approve Agreement between Nevadaworks and Washoe County for General Administrative Services for the period of July 1, 2013 to June 30, 2014 with the option to renew annually up to June 30, 2018. (All Commission Districts.)”**

Commissioner Berkbigler asked if the County had a representative on the Nevadaworks Board. Katy Simon, County Manager, replied that Commissioner Weber had served on the Board for a number of years.

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkbigler, which motion duly carried with Commissioner Weber absent, it was ordered that Agenda Item 10F(2) be approved. The Agreement for same is attached hereto and made a part of the minutes thereof.

**13-375            AGENDA ITEM 10F(3) - FINANCE**

**Agenda Subject: “Approve and certify budgets and special assessments for the following as requested by the State of Nevada Department of Conservation and Natural Resources. 1) Paid by the Intergovernmental account in the General Fund for Groundwater Basin charges, cost center 180290 account 710200 for the following: Pleasant Valley Groundwater Basin [\$3,000]; Cold Springs Valley Groundwater Basin [\$3,000]; Honey Lake Valley Groundwater Basin [\$2,000]; Washoe Valley Groundwater Basin [\$3,250.64]; Warm Springs Valley Groundwater Basin [\$4,414.47]; and, Warm Springs/Winnemucca Creek Basin/Winnemucca Ranch [\$1,722]; 2) From the Nevada State Trust fund 7020 cost center 990037 for the special assessment for Warm Springs/Winnemucca Creek Basin/Intermountain Pipeline, LTD [\$1,278]; 3) From the Nevada State Trust fund 7020 cost center 990034 for the special assessment for the Truckee Meadows/Sun Valley Basin [\$40,000] which is equivalent to a tax rate of \$.000615; 4) From Lemmon Valley**

Water District fund 7012 cost center 990012 for the Lemmon Valley Groundwater Basin [\$13,000]; and, if all approved, 5) Direct the County Clerk to attest the certificates and submit them to the State Engineer with copies to the Treasurer, Comptroller and Budget Division; 6) Direct the Treasurer to bill and collect the special assessments requested; and, 7) Further direct the Comptroller to pay to the Department of Conservation and Natural Resources the requested funds. Impact to the general fund [\$17,387.11] and has been included in the fiscal year 2013-2014 budget. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkgigler, which motion duly carried with Commissioner Weber absent, it was ordered that Agenda Item 10F(3) be approved, certified and directed.

**13-376            AGENDA ITEM 10G(1) - MANAGER**

**Agenda Subject:** “Acknowledge receipt of an update report on the status of the Washoe County American Recovery and Reinvestment Act 2009 (Stimulus) projects for January-March 2013. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkgigler, which motion duly carried with Commissioner Weber absent, it was ordered that Agenda Item 10G(1) be acknowledged.

**13-377            AGENDA ITEM 10G(2) - MANAGER**

**Agenda Subject:** “Approve and accept 2010 Department of Homeland Security grant State Homeland Security Program for accessories for the regional radio cache [\$17,655, no County match required]; grant term April 5, 2013 through June 30, 2013, and direct Finance to make the necessary budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkgigler, which motion duly carried with Commissioner Weber absent, it was ordered that Agenda Item 10G(2) be approved, accepted and directed.

**13-378            AGENDA ITEM 10G(3) - MANAGER**

**Agenda Subject:** “Acknowledge the status and progress updates for the Fundamental Review Program Phase I, Phase II and departmental projects. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkgigler, which motion duly carried with Commissioner Weber absent, it was ordered that Agenda Item 10G(3) be acknowledged.

**13-379            AGENDA ITEM 10H(1) – SENIOR SERVICES**

**Agenda Subject: “Accept cash donations [\$5,490.10] for the period of January 1, 2013 through March 31, 2013 for the third quarter of FY 12/13; and, direct Finance to make the appropriate budget adjustments. (All Commission Districts.)”**

On behalf of the Board, Commissioner Jung thanked the various individuals for their generous donations.

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkgigler, which motion duly carried with Commissioner Weber absent, it was ordered that Agenda Item 10H(1) be accepted and directed.

**13-380            AGENDA ITEM 10H(2) – SENIOR SERVICES**

**Agenda Subject: “Request by the Senior Services Department through the Washoe County Clerk pursuant to Washoe County Code 2.030 for Board of County Commissioners approval to initiate proceedings to amend Washoe County Code (Chapter 45 – Public Welfare) to remove from County Code 45.440 “Legal program” the requirement that the Department of Senior Services employ attorneys to provide legal services for seniors, and direct the County Clerk to submit the request to the District Attorney for preparation of a proposed ordinance, pursuant to Washoe County Code Sections 2.030 and 2.040.”**

Commissioner Berkgigler questioned if the term “Legal Program” was being removed or if it was being amended to show that legal services would still be mandatory, but out-sourced. Katy Simon, County Manager, explained that the intent was to preserve the County’s oversight while not requiring there be a legal program the County must deliver.

Paul Lipparelli, Legal Counsel, explained that the current Code contained a reference to a legal program and contemplated that the program was operated by the County; however, that had not been the approach for some time. He said the Code needed to be changed to reflect what was currently in practice. Potentially, there were a few complicated features due to State statutes that directed certain revenues toward this function. In moving forward, it would be important to abide by State law, which said the monies could be spent and governed the County’s role on how the services were provided.

Commissioner Berkbigler said she was attempting to establish if there were other requirements in statute that the County maintain some legal services regardless of how it was conducted. Ms. Simon indicated there were no requirements in statute for the County's role; however, it was a matter of Code which would enable future Board's the ability to change the Code.

Commissioner Hartung hoped this would not prevent the Board from changing anything in the event they felt senior citizens were not being provided the proper services. Mr. Lipparelli confirmed this was through the County Code, which made it amendable by this Board or future Boards.

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkbigler, which motion duly carried with Commissioner Weber absent, it was ordered that Agenda Item 10H(2) be approved and directed.

### **BLOCK VOTE**

The following Agenda Items were consolidated and voted on in a block vote: 13, 14, 15 and 16.

#### **13-381      AGENDA ITEM 13 – HUMAN RESOURCES**

**Agenda Subject: "Recommendation to approve FY 2013/2014 Health Benefits Program for employees, dependents and retirees [approximate annual cost \$45.2 million]; and authorize the Director of Human Resources/Labor Relations to execute all insurance contracts and service agreements pertinent to the Health Benefits Program. (All Commission Districts.)"**

There was no public comment on this item.

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

#### **13-382      AGENDA ITEM 14 – COMMUNITY SERVICES**

**Agenda Subject: "Recommendation to approve an additional \$200,083.53 of funding authorization to AT&T for the relocation of telephone facilities for Special Assessment District No. 32 Project - Spanish Springs Valley Ranches Roads - [total contract amount not to exceed \$585,083.53 - Funding Source is the Capital Improvement Fund, Project SA599320]. (Commission District 4.)"**

There was no public comment on this item.

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

**13-383            AGENDA ITEM 15 - SHERIFF**

**Agenda Subject: “Recommendation to approve the FFY10 Department of Homeland Security (DHS) grant funding [\$246,350.50, no match required], through the Nevada Division of Emergency Management (NDEM) for the Washoe County Sheriff’s Office Patrol Division and authorize the procurement of 50 public safety radios from Harris Corporation through their authorized dealer Dailey-Wells [\$246,350.50], pursuant to the Western States Contracting Alliance (WSCA) joinder contract for public safety radio communication equipment 02702 effective until October 29, 2013. Grant period is 3/29/13 through 6/30/13; and authorize Finance to make necessary budget adjustments. (All Commission Districts.)”**

There was no public comment on this item.

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

**13-384            AGENDA ITEM 16 - SHERIFF**

**Agenda Subject: “Recommendation to approve Interlocal Agreement between Washoe County on Behalf of the Washoe County Sheriff’s Office and the North Lake Tahoe Fire Protection District for dispatch and communication services [\$300,000] from the effective date of this Agreement through June 30, 2014 with a one year automatic extension. North Lake Tahoe Fire Protection District agrees to pay Washoe County Sheriff’s Office a flat fee of \$300,000 in quarterly installments; and authorize Finance to make necessary budget adjustments. (All Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried with Commissioner Weber absent, it was ordered that Agenda Item 16 be approved and authorized. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

**11:02 a.m.**    The Board convened as the Truckee Meadows Fire Protection District (TMFPD) and the Sierra Fire Protection District (SFPD) Board of Fire Commissioners.

**11:12 a.m.** The Board adjourned as the TMFPD/SFPD Board of Fire Commissioners and reconvened as the Board of County Commissioners.

**13-385** **AGENDA ITEM 12 – APPEARANCE**

**Agenda Subject:** “Sara Hart, Ph.D., Director of Research, InfoSearch. Presentation and acknowledge receipt of the 2013 Washoe County Citizen Survey; and possible direction to staff. (All Commission Districts.)”

Sara Hart, Ph.D., Director of Research, InfoSearch, conducted a PowerPoint presentation, which was placed on file with the Clerk. The presentation included the objective, respondents, methodology and the confidence interval. The presentation also highlighted the overall ratings of Washoe County Government, the overall satisfaction with Washoe County Government given the budget/staff reductions, the 2013 budget priorities and changes in budget priorities for 2009 to 2013, the 2013 satisfaction ratings for County services, changes in satisfaction ratings from 2009 to 2013, the 2013 comparison of the top three and bottom three budget priorities and satisfaction ratings, the 2013 satisfaction ratings of services for unincorporated area of Washoe County, usage of the communication channel for the prior two years and the main topics of citizen comments about County Government.

Commissioner Hartung asked if the sample sizes provided an adequate representation of an entire District. Dr. Hart replied the intention of the study was to receive feedback that was representative of the County as a whole and was proportionate by jurisdiction.

Chairman Humke questioned why this survey was not conducted for 2011-12. Katy Simon, County Manager, replied that the 2010 survey results were reported in January 2011 and she explained that the survey was scheduled every two years. Chairman Humke was fascinated by the significant differences listed on page 20 of the Study, and inquired about the large percentage of citizens from the City of Sparks that watched the Washoe TV Channel. Dr. Hart had no explanation for that statistic, other than the potential “hot topics” reviewed such as water, budget, social services and crime. Chairman Humke asked if the results were consistent with previous studies. Dr. Hart replied that the results were relatively stable and consistent.

Commissioner Jung asked why education was included when the County had nothing to do with education. Dr. Hart explained that InfoSearch did not include education but noted education as a preface. She said the citizens included education and asked questions on that topic because many believed that the Washoe County School District was part of Washoe County government.

Commissioner Hartung asked how the County ranked against counties in other states. Dr. Hart stated she did not have that specific data or comparisons with other areas.

Ms. Simon complimented the Board, the Washoe County team, and the 59 percent of citizens that expressed a good or better rating, which had significantly increased from the last Study.

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkbigler, which motion duly carried with Commissioner Weber absent, it was ordered that Agenda Item 12 be acknowledged.

**13-386            AGENDA ITEM 17 – COMMUNITY SERVICES**

**Agenda Subject: “Acknowledge receipt of a status report on the Regional Shooting Facility regarding staffing, fees, policies and funding. (Commission District 4.) Requested by Commissioner Hartung.”**

Al Rogers, Projects and Programs Division Director, conducted a PowerPoint presentation, which was placed on file with the Clerk. The presentation included a history of the Regional Shooting Facility, the current operations, financials, future operations, and the 2011 Master Plan.

Commissioner Hartung said he received high marks for the Facility from a number of citizens on how situations were handled on the Range. He asked if credit cards were being accepted at the Facility. Mr. Rogers indicated that credit card acceptance had been reinstated. Commissioner Hartung asked if the fees were commensurate in order to operate the Range. Due to a comparative market analysis as conducted with all park fees, Mr. Rogers replied that the fees were commensurate.

James Leary, Range Master, indicated that Bureau of Land Management (BLM) lands were being closed to shooters, especially shooters for profit and he had seen an increase in user groups at the range.

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkbigler, which motion duly carried with Commissioner Weber absent, it was ordered that Agenda Item 17 be accepted.

**13-387            AGENDA ITEM 18 – SENIOR SERVICES**

**Agenda Subject: “Accept staff report on the Department of Senior Services’ role ensuring that active and passive recreational programs, such as Bingo are available to seniors, including a review of historical practice, community use of County operated facilities, current status and limitations, and future options, and provide direction to staff on the ongoing role of the County. Requested by Commissioner Jung.”**

Grady Tarbutton, Senior Services Director, gave a brief history on the role of Senior Services. He said in 1998 the focus became more about social services the Department provided including home and community-based services; case management services; services that met basic needs; nutrition; and, operating four senior centers throughout the community. Since 1998, he explained that the Centers had relied upon the contributions of volunteers and organizations to provide other services. On average, he said approximately 152 citizens arrived per day to participate in one of the many programs, but that did not include special projects such as the American Association of Retired Persons (AARP) who arrived annually to assist citizens with tax returns. He said the Department did not provide the service, but provided the resources and the physical space for community groups to sponsor programs. He noted there was an eviction policy if a person acted inappropriately in a Center. Mr. Tarbutton stated that the Department supported the Bingo activities in the Sun Valley area, and he had asked that the group become a non-profit in order to resolve any conflicts and to use the Senior Advisory Board to assist in resolving those conflicts. He said there was an increased demand of services and an increased reliance on non-profits, volunteers and community partners.

Chairman Humke asked how many people had been evicted or escorted from the facilities. Mr. Tarbutton replied that 20 people had been removed since 2007. Chairman Humke asked if any conflict resolution policies and/or pro-active techniques were used to prevent certain types of incidents. Mr. Tarbutton explained that Department policy was to evaluate the behavior of an individual that could change over time, which could be caused by health issues. He said there was a nurse and a social worker available to work with an individual. In the event of a threat, staff acted immediately and followed the County's Work Place Violence Policy.

In response to the call for public comment, Tom Noblett distributed a handout advertising the Washoe Bingo Club, which was placed on file with the Clerk. He said he would prefer the Bingo Club have a presentation before the Board. He disagreed with the number of participants listed within the staff report and said those numbers were misleading.

On motion by Commissioner Hartung, seconded by Commissioner Berkgigler, which motion duly carried with Commissioner Weber absent, it was ordered that Agenda Item 18 be accepted.

**13-388            AGENDA ITEM 19 – MANAGER/SOCIAL SERVICES**

**Agenda Subject: “Action to support federal legislation to harmonize regulations under the Affordable Care Act and Medicaid governing health benefits coverage for individuals detained in county jails pending disposition of charges; and, possible direction to staff. Requested by Commissioner Humke.”**

John Berkich, Assistant County Manager, indicated this was a complex issue. He said inmates lost their health care coverage under Medicaid once they became

incarcerated, which meant the cost of their treatment would become the cost of the County. He said the Nevada Association of Counties (NACO) had issued a letter to the Nevada delegation outlining the anticipated conflict that would exist under the Affordable Care Act (ACA) and existing Medicaid regulations, absent any regulations that would harmonize the regulations governing health benefits coverage for individuals detained in county jails. He noted that conversations had begun between the Sheriff's Office, Social Services and Nevada State Welfare to consider the possibility of suspending, rather than terminating, Medicaid coverage of those incarcerated. Those talks were continuing and may include consideration of a pilot program whereby the Social Services Department would screen inmates upon their release in order to reinstate Medicaid benefits that may have been terminated or suspended.

Kevin Schiller, Social Services Director, said when individuals became incarcerated and lost their Medicaid benefits they became indigent. He said the Social Services Department hoped to work with the State to suspend their benefits versus terminating their benefits and, upon release, not have a reapplication process in order to determine eligibility. The key would be tracking the overall net impact and, along with the ACA, create congruence with the inmate population.

Ken Retterath, Adult Services Division Director, further explained as people entered the jail, they entered either on Medicaid and lost those benefits or entered with another product. However, once they were in jail for 30 to 60 days, they were unable to pay their premiums. He said it needed to be determined how inmates would go in and out of the system.

Commissioner Berkgigler questioned how inmates received medication when they were incarcerated for an extended period of time. Mr. Berkich explained that function became the responsibility of the Sheriff's Office. Mr. Schiller indicated that the Sheriff's Office had an external contract for those medical services.

Commissioner Hartung asked if this issue could be referred to as an unfunded mandate. Pursuant to statute, Mr. Schiller said the County was responsible for indigent care, but could be quantified as an unfunded mandate.

Mr. Berkich commented that the cost to the County for pre-trial defendants in medical care was approximately \$5 million per year and he noted that the contractor was seeking a \$1 million increase.

Chairman Humke commented that direction was being sought to support federal legislation to harmonize the regulations and he felt that Mr. Berkich, Mr. Schiller and Mr. Retterath could compose a letter to Congress to harmonize the regulations governing health benefits coverage for individuals detained in county jails. Mr. Berkich stated that would be prepared for the Chairman's signature.

There was no public comment on this item.

Chairman Humke stated there was a related issue about the Social Services Department becoming proactive with certain other groups and at the appropriate time for Social Services he would request an agenda item.

On motion by Chairman Humke, seconded by Commissioner Hartung, which motion duly carried with Commissioner Weber absent, it was ordered that Mr. Berkich, Mr. Schiller and Mr. Retterath compose a letter to Congress that would harmonize the regulations governing health benefits coverage for individuals detained in county jails.

**13-389            AGENDA ITEM 20 - TREASURER**

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

Katy Simon, County Manager, said the Board had the Treasurer’s written report.

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

**13-390            AGENDA ITEM 21 - FINANCE**

**Agenda Subject: “Status report and direction to staff on FY 13/14 recommended final budget. (All Commission Districts.)”**

Sheri Mendez, Finance Director, conducted a PowerPoint presentation, which was placed on file with the Clerk. The presentation included the County’s General Fund Major Revenue Sources and Assessed Valuation, what the property taxes paid, unemployment trends, the County’s total jobs and unemployment rate, trends in population and FTE’s, revenue and other sources, the County’s General Fund, expenditures and other uses, adjustments to the General Fund, General Fund Uses of Funds by Function, the 2013/14 recommended budget, budget survey and results, and the next steps.

Commissioner Jung asked why General Funds were being used for the Blue Ribbon Task Force. Katy Simon, County Manager, replied that the initial request came as a County Commission agenda item, but the Board had approved moving the responsibility for the Blue Ribbon Task Force to the Truckee Meadows Fire Protection District (TMFPD); however, there were issues that affected residents other than TMFPD residents. She said this was a regional fire service study and the argument could be made that the Board, sitting as County Commissioners, had an additional role to what the TMFPD taxpayers should bare. At this point, she said it was a 50-50 split for an estimate of the support cost. Commissioner Jung recalled that the TMFPD had the funds to pay for the Study in full. Ms. Simon said the Board had always indicated that the TMFPD had funding available to help support the Committee, but the County had always communicated additional funding. Because of all the savings with the deconsolidation, Commissioner Jung thought staff said there was ample money in the TMFPD budget to

pursue the Blue Ribbon Committee. Ms. Simon felt it was always the intent to propose to the Board to have the County play a role as the regional government in reviewing regional fire services.

Ms. Mendez expressed her gratitude to the Finance staff and said they were a highly professional, competent group. She thanked the County Manager and the Board for leading a very fiscally, responsible County and said she had been proud and honored to be part of the organization. Chairman Humke thanked Ms. Mendez for her long service.

Commissioner Hartung said it would be difficult to replace Ms. Mendez and he commended her high level of competence. He wished her the best in her new endeavors.

Ms. Simon thanked Ms. Mendez who assumed the position of Finance Director during a difficult time within the County and noted she gave many weekends and evenings to the citizens of the County and she thanked her and her family for those sacrifices.

There was no public comment on this item.

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

**1:00 p.m.** The Board recessed.

**6:01 p.m.** The Board reconvened with Commissioner Weber absent.

## **PUBLIC HEARINGS**

### **13-391 AGENDA ITEM 23 – COMMUNITY SERVICES**

**Agenda Subject:** “Second reading and adoption of an Ordinance amending Washoe County Code Chapter 100 (Building Codes) to adopt portions of: (i) the 2012 Edition of the International Building Code (“IBC”); (ii) the 2012 Edition of the International Residential Code (“IRC”); (iii) the 2012 Edition of the International Existing Building Code (“IEBC”) (iv); the 2012 Edition of The International Energy Conservation Code (“IECC”); (v) the 2012 Edition of the International Fuel Gas Code (“IFGC”), (vi) the 2012 Edition of the International Green Construction Code (“IGCC”); (vii) the 2012 Edition of the International Mechanical Code (“IMC”); (viii) the 2012 Edition of the International Wildland-Urban Interface Code (“IWUIC”); (ix) the 2012 Edition of the International Spa and Swimming Pool Code (ISPSC”); (x) the 2012 Edition of the Uniform Plumbing Code (“UPC”); (xi) the 2012 Edition of the Uniform Mechanical Code (“UMC”); (xii) the 2011 Edition of the National Electrical Code (“NEC”); and (xiii) the 2012 Northern Nevada

**Amendments to the foregoing; and providing for matters properly related thereto and to the regulation of the Soundness of Structures including the issuance and enforcement of building permits, and the collection of fees. (Bill No. 1692). (All Commission Districts.)”**

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

Don Jeppson, Building Official, noted the process was to review and unify the different amendments among the jurisdictions and to develop one regional amendment package for the 2012 International Codes. He said the changes in the update adopted the Uniform Mechanical Code and the International Mechanical Code. The International Green Building Code was adopted by reference-only and increased the minimum exemption for sheds from 120 square feet to 200 square feet, which worked for the rural areas. He said the Code was also updated to indicate that a permit was not needed to change light fixtures and that the Amnesty Program had now been codified.

Nancy Parent, Chief Deputy Clerk, read the title for Ordinance No. 1510, Bill No. 1692.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried with Commissioner Weber absent, Chairman Humke ordered that Ordinance No. 1510, Bill No. 1692, entitled, **"AN ORDINANCE AMENDING THE WASHOE COUNTY CODE CHAPTER 100 (BUILDINGS AND CONSTRUCTIONS) TO ADOPT PORTIONS OF (I) THE 2012 EDITION OF THE INTERNATIONAL BUILDING CODE (“IBC”); (II) THE 2012 EDITION OF THE INTERNATIONAL RESIDENTIAL CODE (“IRC”); (III) THE 2012 EDITION OF THE INTERNATIONAL EXISTING BUILDING CODE (“IEBC”); (IV) THE 2009 EDITION OF THE INTERNATIONAL ENERGY CONSERVATION CODE (“IECC”); (V) THE 2012 EDITION OF THE INTERNATIONAL FUEL GAS CODE (“IFGC”); (VI) THE 2012 EDITION OF THE INTERNATIONAL GREEN CONSTRUCTION CODE (“IGCC”); (VII) THE 2012 EDITION OF THE INTERNATIONAL MECHANICAL CODE (“IMC”); (VIII) THE 2012 EDITION OF THE INTERNATIONAL WILDLAND-URBAN INTERFACE (“IWUIC”); (IX) THE 2012 EDITION OF THE INTERNATIONAL SWIMMING POOL AND SPA CODE (“ISPSC”); (X) THE 2012 EDITION OF THE UNIFORM PLUMBING CODE (“UPC”); (XI) THE 2012 EDITION OF THE UNIFORM MECHANICAL (“UMC”); (XII) THE 2011 EDITION OF THE NATIONAL ELECTRICAL (“NEC”); (XIII) THE 2012 NORTHERN NEVADA AMENDMENTS; AND (XIV) THE 2011 NORTHERN NEVADA ENERGY CODE AMENDMENTS TO THE FOREGOING, AND PROVIDING FOR MATTERS PROPERLY RELATED THERETO AND TO THE REGULATION OF THE SOUNDNESS OF STRUCTURES INCLUDING THE ISSUANCE AND ENFORCEMENT OF THE BUILDING PERMITS, AND THE COLLECTION OF FEES,"** be approved, adopted and published in accordance with NRS 244.100.

**13-392            AGENDA ITEM 24 – COMMUNITY SERVICES**

**Agenda Subject: “Public hearing to consider all comments concerning a proposed amendment to the boundaries of the Groundwater Remediation District (Central Truckee Meadows Remediation District.)”**

The Chairman opened the public hearing by calling on anyone wishing to speak for or against a proposed amendment to the boundaries of the Groundwater Remediation District. There being no response, the hearing was closed.

There was no action on this item.

**13-393            AGENDA ITEM 24 – COMMUNITY SERVICES**

**Agenda Subject: “Introduction and first reading of an Ordinance amending Ordinance No. 1000 in order to change the boundaries of District No. 24 (Groundwater Remediation); and providing other matters relating thereto. (Second reading and adoption to be set for June 11, 2013.)”**

Nancy Parent, Chief Deputy Clerk, read the title for Bill No. 1693.

Bill No. 1693, entitled, "AN ORDINANCE AMENDING ORDINANCE NO. 1000 IN ORDER TO CHANGE THE BOUNDARIES OF DISTRICT NO. 24 (GROUNDWATER REMEDIATION); AND PROVIDING OTHER MATTERS RELATING THERETO," was introduced by Commissioner Hartung, and legal notice for final action of adoption was directed. It was noted that the second reading and adoption would be set for June 11, 2013.

**13-394            AGENDA ITEM 24 – COMMUNITY SERVICES**

**Agenda Subject: “Introduction and first reading of an Ordinance imposing a fee on the parcels of land in Washoe County, Nevada District No. 24 (Groundwater Remediation) to pay the costs of developing and carrying out a plan for remediation; and prescribing other matters relating thereto. (Second reading and adoption to be set for June 11, 2013.). (All Commission Districts.)”**

Nancy Parent, Chief Deputy Clerk, read the title for Bill No. 1694.

Bill No. 1694, entitled, "AN ORDINANCE IMPOSING A FEE ON THE PARCELS OF LAND IN WASHOE COUNTY, NEVADA DISTRICT NO. 24 (GROUNDWATER REMEDIATION) TO PAY THE COSTS OF DEVELOPING AND CARRYING OUT A PLAN FOR REMEDIATION; AND PRESCRIBING OTHER MATTERS RELATING THERETO," was introduced by Commissioner Berkbigler, and legal notice for final action of adoption was directed. It was noted that the second reading and adoption would be set for June 11, 2013.

**Agenda Subject:** “Discussion and direction to staff regarding legislation or legislative issues proposed by legislators, by Washoe County or by other entities permitted by the Nevada State Legislature to submit bill draft requests, or such legislative issues as may be deemed by the Chair or the Board to be of critical significance to Washoe County. (All Commission Districts.)”

John Slaughter, Management Services Director, reviewed the update for the 2013 Bills of Interest.

**AB 46** *Washoe County School District Capital Projects Funding.* Mr. Slaughter said the bill had a hearing on May 13th in the Assembly Ways and Means Commission because of the possible fiscal impact to the State. He said the Taxation Department’s fiscal note indicated that it would take approximately \$30,000 a year for the Taxation Department to conduct some administration for the particular taxes included in the bill. He stated that no action was taken during the hearing for any possible amendments to the bill. He said there may be a possible amendment, but the details and language had not been seen by staff.

**AB 75** *Changes requirements governing requirement for publication of property tax rolls.* This bill had been approved by the Assembly and would generate a savings to the County of approximately \$60,000 to \$70,000 annually.

**AB 498** *Revises the tax on live entertainment to create the Nevada Entertainment and Admissions Tax.* The first hearing on May 14th stated the bill would impose an 8 percent excise tax on admissions to amusements, sports, recreation events etc. There would be a few exceptions such as County Golf Courses, Bartley Ranch events and certain non-profits.

**AB 374** *Revises provisions relating to the authority of a board of county commissioners to regulate assemblies, events or activities on federal lands.* This bill was commonly known as the “Burning Man bill” and had a second hearing in the Senate Government Affairs Committee. The basis of the bill was a Washoe County ordinance that dealt with permitting assemblies on federal lands. The current ordinance stated those types of assemblies were exempted from requiring a permit from the County. There had been a legal opinion from the Legislative Counsel Bureau (LCB) that the County’s ordinance did not follow statute. Mr. Slaughter stated there were amendments being proposed on both sides of the issue that could rewrite the LCB opinion.

**SB 165** *Transferable tax credits for a producer that produces a film, television or other media production in the State.* This was a proposal that would allow transferable tax credits for producers of film, television shows and other media that was produced in the State and was an economic development tool. The original bill had been modified to state that the tax credits were for specific taxes and fees that benefited the State and not local governments. Mr. Slaughter said the County had been approached by the

proponents of the bill to bring the local governments back into the discussion, such as sales tax being an additional fifth tax to benefit from the tax credit. The initial response was that this was an abatement, and over the last sessions there had been several tax abatement programs that were directed to taxes and fees that went to local governments and not to the State.

Chairman Humke said there was a potential initiative to add the sales tax and to abate the sales tax that local governments would normally benefit from. He said in an earlier version of the bill the transferability was from various parts of the State. Mr. Slaughter indicated that had been amended out during the first hearing of the bill. He said a few questions were raised because in many instances production companies were multi-county.

Commissioner Hartung inquired on SB 272 and asked if that boundary line adjustment was an all or nothing scenario. Mr. Slaughter replied that the County had requested it not be all or nothing, but rather one property or the other, or both, otherwise neither of the property boundary line changes could occur. He explained if the bill was approved by the Legislature there would not be a boundary line change, and that it would only occur after the Washoe County Commission and the Storey County Commission approved resolutions to effectuate that boundary line change.

Chairman Humke asked if there were any bills that the Board should take a position on such as SB 165. Mr. Slaughter said the amendment to SB 165 had not been seen, and he did not know which tax or what percentage was being discussed. Chairman Humke felt it would impact and abate local sales taxes. He hypothetically suggested a neutral position as the bill stood currently, but if a condition arose that impacted local government taxes and abated those taxes, the Board would then be opposed. He asked if anyone was considering abating room taxes. Mr. Slaughter had not heard that on this bill.

Commissioner Hartung said he was concerned with a credit system being created and the unintended consequences. Mr. Slaughter said currently there was a four-year deadline to use the credits in the bill.

Commissioner Berkbigler inquired if the Governor's Office took a position on SB 165. Mr. Slaughter replied without local governments' involvement, the Governor would be opposed to the bill. Commissioner Berkbigler asked how the calculations would be determined if local governments were placed back into the bill and two different counties were affected. Mr. Slaughter indicated that example was submitted to the proponents, but it was understood in reading the bill that where the money was spent, was where the tax credit would be given and would have to be used in that specific county. He said the accounting was dealt as a mandatory audit that a production company would have to fund, but it was unclear if multi-counties had been considered.

**SB 229** *Repeals the provisions of SB 271 of the 2011 Session.* Mr. Slaughter stated that this bill would have a hearing on May 15th. This was the bill that had Nevada withdrawing from the Tahoe Regional Planning Agency (TRPA).

Commissioner Berkgigler stated she had just received word from TRPA that the Governors of Nevada and California had reached a pact. She said the press release stated that the Governors would continue to work on what was best for the environment and the economy of the Lake Tahoe region.

Mr. Slaughter said he had been requested to follow SB 261, which dealt with door-to-door solicitors. He noted that SB 261 was moving forward and some version would be approved. Omitted from the bill was a State-wide “Do Not Solicit” list that vendors would have to abide by, but the administration of that list would be very costly.

Mr. Slaughter said SB 250 dealt with property assessed clean energy financing and would allow energy improvements to be purchased. The property owner would voluntarily place a lien against the property which would follow the property when or if that property were sold and would continue to be paid for by the new owners.

In regard to SB 261, Chairman Humke inquired on the severity of the fine or how the bill would be enforced. Mr. Slaughter replied it would be treated as a misdemeanor and he did not believe it would be a high priority. Commissioner Berkgigler asked if SB 261 was originally introduced so a solicitor could not enter a property if a “No Soliciting – Private Property” sign was posted, but if there was just the “No Soliciting” sign posted the property could then be entered. Mr. Slaughter understood that homes or businesses posted as “Private Property” had more force. He said the original thought was that a State-wide “Do Not Solicit” list would be provided; however, the fiscal note was over \$2 million for the development and enforcement of that list.

Commissioner Hartung inquired if non-profit organizations going door-to-door were exempt. Mr. Slaughter replied there were exceptions within the bill for non-profits, religious organizations and campaigning.

Chairman Humke said there was one County Commission meeting left before the end of the Legislative Session. Mr. Slaughter stated that was correct. He noted that a substantial discussion would occur during the May 28th meeting.

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

**13-396      AGENDA ITEM 25**

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

Commissioner Hartung reported on the Truckee Meadows Flood Management Authority (TMFMA). He said the Executive Director had been working to obtain the Army Corps of Engineers participation. He noted that he received a letter acknowledging that the Corps looked forward to working with the County in a partnership and he felt there was support for a 50-year project.

Commissioner Jung announced that the Community Assistance Center Transitional Governing Board was scheduled to meet on May 15th as well as the Library Board of Trustees.

Commissioner Berkbigler commented that she received the notice about the Tahoe Regional Planning Agency (TRPA) pact between the Governors of California and Nevada who had agreed to focus on the environmental protection and the economy of the Lake Tahoe area. She attended the Tahoe Transportation Commission and noted that the Bike Trail was moving positively and was in line to receive the necessary grants.

Chairman Humke said the Nevada Juvenile Justice Commission (NJJC) would meet on May 16th, and he would also attend the Nevada Association of Counties (NACO) State Board meeting on May 17th. He announced that the Bowers Mansion Pool and the Bowers Mansion were scheduled to re-open to the public.

Katy Simon, County Manager, stated that the grand-opening for the Verdi Ponds in Crystal Peak Park was scheduled for May 18th and was a partnership with Nevada Department of Wildlife (NDOW).

**13-397            AGENDA ITEM 26**

**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 scheduled.

**13-398            AGENDA ITEM 28 – PUBLIC COMMENT**

**Agenda Subject: “Public Comment. Comment heard under this item will be limited to three 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 three minutes per person. Comments are to be made to the Commission as a whole.”**

Peggy Lear Bowen spoke about the Senior Law Project.

**COMMUNICATIONS**

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

**13-399**            A fully executed copy of the Regional Planning Governing Board’s (RPPG) 2012/13 Memorandum of Legislative Understanding approved on October 11, 2012.

**13-400** A fully executed Steamboat Canal Use and Maintenance Agreement. (BCC meeting of September 27, 2011.)

**13-401** Washoe County School District, Board of Trustees Work Session for the presentation and approval of the Fiscal Year 2013/14 Tentative Budget of March 29, 2013.

**13-402** Application of Reno Technology Park Water Company for Issuance of a Certificate of Public Convenience and Necessity and Request for Expedited Treatment.

### **QUARTERLY FINANCIAL STATEMENTS**

**13-403** Office of the Constable – Incline Village/Crystal Bay Township – Quarterly Financial Statement – Quarter Ending December 2012.

**13-404** Office of the Constable – Incline Village/Crystal Bay Township – Quarterly Financial Statement – Quarter Ending March 2013.

**13-405** Clerk of the Court – Quarterly Financial Statement – Quarter Ending March 2013.

**13-406** Washoe County School District – Quarterly Financial Statement – Quarter Ending December 2012.

**13-407** County Clerk – Quarterly Financial Statement – Quarter Ending March 2013.

### **TENTATIVE BUDGETS**

**13-408** Palomino Valley General Improvement District – Tentative Budget for Fiscal Year 2013/14.

**13-409** Reno-Sparks Convention and Visitors Authority (RSCVA) – Tentative Budget for Fiscal Year 2013/14.

**13-410** South Truckee Meadows General Improvement District (STMGID) – Tentative Budget for Fiscal Year 2013/14.

**13-411** Sun Valley General Improvement District (SVGID) – Tentative Budget for Fiscal Year 2013/14.

**13-412** Washoe County School District’s – Tentative Budget for Fiscal Year 2013/14.

\* \* \* \* \*

**7:01 p.m.** There being no further business to discuss, on motion by Commissioner Jung, seconded by Commissioner Berkbigler, which motion duly carried with Commissioner Weber absent, the meeting was adjourned.

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**DAVID E. HUMKE**, Chairman  
Washoe County Commission

**ATTEST:**

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

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

**AGREEMENT BETWEEN  
NEVADAWORKS  
AND  
WASHOE COUNTY  
FOR  
GENERAL ADMINISTRATIVE SERVICES**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, between NEVADAWORKS, a separate legal and administrative public agency pursuant to NRS 277.120, hereinafter referred to as "NEVADAWORKS", and WASHOE COUNTY, a political subdivision of the State of Nevada, hereinafter referred to as "COUNTY".

**WITNESSETH:**

WHEREAS, NEVADAWORKS was created by a Cooperative Agreement between Carson City and the Counties of Churchill, Douglas, Elko, Eureka, Humboldt, Lander, Lyon, Mineral, Pershing, Storey, Washoe, and White Pine to administer federally funded workforce investment activities under the Workforce Investment Act of 1998, Public Law 105-220, hereinafter referred to as "WIA"; and

WHEREAS, NEVADAWORKS has been designated as the Administrative Entity for purposes of administering WIA programs in the Northern Nevada Workforce Investment Area; and

WHEREAS, NEVADAWORKS is the Grant Recipient of WIA funds, on behalf of the Local Elected Officials, which funds are received from the State of Nevada, Department of Employment Training and Rehabilitation; and

WHEREAS, this grant includes funds whereby the Administrative Entity administers the grant and performs certain administrative functions in compliance therewith; and

WHEREAS, NEVADAWORKS entered into a similar contract with Washoe County during fiscal years 2008 through 2013 to obtain general administrative services;

NOW THEREFORE, in consideration of the provisions, covenants and conditions hereinafter set forth, the parties do agree as follows:

**SECTION ONE  
SERVICES**

The COUNTY, by and through its various departments, agrees hereby to provide certain administrative services to NEVADAWORKS. The nature of the primary administrative services are more fully detailed in Exhibits A-B, attached hereto, and incorporated by reference as if fully set forth herein. All requests for services to be provided must be effectuated through the procedures established by this Agreement, its exhibits, and all NEVADAWORKS and COUNTY procedures.

13-374

**SECTION TWO**  
**DURATION OF CONTRACT**

This Agreement shall remain in force for an initial period of one year, from July 1, 2013, to and including June 30, 2014, unless modified or terminated in accordance with the provisions set forth in Section Six below. Thereafter, this Agreement may be renewed automatically for one year periods with the first renewal period beginning on July 1, 2014, and then each July 1 thereafter with the last renewal period beginning on July 1, 2017 and ending on June 30, 2018, unless either party notifies the other in writing not later than May 1 of each year that it desires to terminate the Agreement. During each year of the four renewal periods, the amount paid to the COUNTY as set forth in Section 7 shall be increased by 3 percent as provided in that Section.

In the event the Agreement is still in force and effect in January of 2018 and the parties desire to continue some or all of the services as set forth herein, or to add additional services, the parties agree to negotiate regarding the continuation of services beyond July 1, 2018. At such time, the parties will consider any changes in the type of services provided by COUNTY and the staff time and resources spent by the COUNTY in providing such services. Should the parties reach mutual agreement on the scope of services and the cost to the COUNTY of providing such services, the parties may enter into a new agreement to reflect changed terms and conditions. Nothing herein, however, requires either party to reach agreement.

**SECTION THREE**  
**APPLICABLE LAW**

This Agreement and the performance rendered by the parties pursuant to this Agreement shall be governed by all applicable Federal statutes and regulations, the statutes of the State of Nevada, the Washoe County Code and any amending ordinances of Washoe County then in effect, and all procedures and regulations of NEVADAWORKS currently in effect. It shall be the responsibility of the Chief Executive Officer of NEVADAWORKS or his/her designee to notify the COUNTY, in a timely fashion, of any changes in applicable Federal or State statutes and regulations which may affect the nature of the contracted services or the procedures or reporting requirements. It shall be the responsibility of the COUNTY to notify in writing in a timely fashion of any changes in applicable state or local law, or any changes in internal COUNTY procedure which affect the contracted services or procedures to be followed or reporting requirements. In the event of changes in law, regulation or procedures requires amendment to this Agreement, the parties agree to negotiate over such changes and if able to reach agreement thereon, to reduce the agreement to a written amendment. In the event the parties are unable to negotiate an amendment, then either party may terminate this Agreement as provided in Section 6 below.

**SECTION FOUR**  
**HOLD HARMLESS/INDEMNIFICATION**

Without waiving their intention to assert available NRS Chapter 41 liability limitations, if applicable, NEVADAWORKS and the COUNTY agree to hold harmless, indemnify and defend each other, their respective officers, officials, agents, employees, and volunteers from any loss or liability, financial or otherwise, resulting from any claim, demand, suit or action or cause of action based upon bodily injury including death, or property damage,

including damage to either's property, caused by any action either direct or passive, the omission, failure to act, or negligence on the part of either party's employees, agents, representative or subcontractors, arising out of or connected with the performance of work under this Agreement.

## SECTION FIVE INSURANCE

### **INDUSTRIAL INSURANCE**

It is understood that the COUNTY shall not provide any industrial insurance coverage for NEVADAWORKS or any of its subcontractors. NEVADAWORKS agrees to provide COUNTY with a certificate issued by an insurer in accordance with NRS 616B.627 and with a certificate of an insurer showing coverage pursuant to NRS 617.210.

## SECTION SIX MODIFICATION/TERMINATION

The COUNTY and NEVADAWORKS mutually agree that this Agreement may be modified at any time upon the mutual consent of both parties which shall be reduced to a written amendment signed by both parties. Services provided by the COUNTY pursuant to this Agreement may be deleted or added as needed and requested by NEVADAWORKS consonant with the COUNTY'S ability to provide those services. In the event services are to be added or deleted, such addition or deletion can only be accomplished through a written amendment to this Agreement.

Either party may terminate this Agreement, or any portion thereof, upon sixty (60) days' written notice to the other party for any reason whatsoever. In the event of a termination of this Agreement as herein outlined, the COUNTY agrees to make its best efforts to ensure a smooth transition of information and documentation to the succeeding contractor of NEVADAWORKS who undertakes to provide those services.

In the event COUNTY fails to appropriate or budget funds for the purposes as specified in this Agreement, NEVADAWORKS hereby consents to the termination of this Agreement. In such event, COUNTY shall notify NEVADAWORKS in writing and the Agreement will terminate on the date specified in the notice. Both parties understand that a funding out provision is required under NRS 244.320 and NRS 354.626.

Further, this Agreement at all times shall be contingent upon administrative funding by NEVADAWORKS' Grantor, the State of Nevada. In the event that NEVADAWORKS funding by the State of Nevada is reduced or eliminated, the COUNTY hereby consents to the termination of this Agreement. In such event, NEVADAWORKS shall notify COUNTY in writing and the Agreement will terminate on the date specified in the notice.

## SECTION SEVEN PAYMENT

The total contract amount for all services, for the first year of this Agreement (fiscal year July 1, 2013 through June 30, 2014) shall be \$1,119. This amount represents the sum of all basic charges for financial accounting, health and life insurance management and, management information, contracted for herein for the period July 1, 2013, through June 30,

2014 and is based on the County's Indirect Cost Allocation Plan.

For the subsequent years this Agreement is in force and effect, and unless the parties have entered into a written amendment to add or delete services and have modified the payment schedule, the amounts paid by NEVADAWORKS will be based on the County's Indirect Cost Allocation Plan.

Upon receipt of an invoice prepared by the COUNTY Comptroller, a one-time payment for services rendered for the fiscal year as provided herein pursuant to this Agreement, will be paid to the COUNTY no later than January 31, of each year this Agreement is in effect beginning with January 31, 2014. The COUNTY shall maintain an audit trail satisfactory to NEVADAWORKS' auditors and in compliance with generally accepted accounting standards.

In the event of cancellation or termination pursuant to Section Six of this Agreement, NEVADAWORKS shall be liable for services already rendered as provided for in this Agreement, prorated to the date of termination.

#### **SECTION EIGHT** **AUDITS**

The COUNTY hereby agrees to make its records available to any authorized State of Nevada, Department of Labor and/or NEVADAWORKS independent auditors when and if such is required by applicable regulations promulgated by the State of Nevada or the United States Department of Labor.

#### **SECTION NINE** **EFFECTIVE DATE**

The parties agree that this Agreement shall be effective upon passage and approval by the respective governing bodies of both parties with an effective date of July 1, 2013. It will remain in effect unless terminated pursuant to Section Six.

#### **SECTION TEN** **NOTICES**

Notices required or permitted under this Agreement shall be sent or delivered as follows:

**TO NEVADAWORKS:**

Chief Executive Officer  
6490 South McCarran Boulevard  
Bldg A, Suite 1  
Reno, Nevada 89509-6124

**TO COUNTY:**

Washoe County Finance Department  
Finance Director  
P. O. Box 11130  
Reno, Nevada 89520-0027

#### **SECTION ELEVEN** **NON-ASSIGNABILITY**

Both the COUNTY and NEVADAWORKS hereby agree that neither one shall assign, sublet, transfer or delegate its interest or required performance in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

its

COUNTY OF WASHOE, by and through  
Board of County Commissioners

ATTEST:

By:

\_\_\_\_\_  
Chairman  
Washoe County Commission

Date: \_\_\_\_\_

\_\_\_\_\_  
County Clerk

NEVADAWORKS

By:

  
\_\_\_\_\_  
Chief Executive Officer

Date: 4-4-2013

**EXHIBIT A**  
**FINANCIAL MANAGEMENT**

I. Scope of Services

- A.. The COUNTY shall ensure that the local depository for NEVADAWORKS funds maintains necessary monies in the appropriate account so that no deficit cash position exists when State drawdowns are delayed. NEVADAWORKS will have the ability to withdraw funds directly to its own use as needed and authorized by the Chief Executive Officer (CEO) or Finance Manager. The COUNTY and NEVADAWORKS shall coordinate the reconciliation of NEVADAWORKS' accounts in a timely and accurate manner in keeping with Federal and State regulations and generally accepted accounting practices.
- B. The COUNTY'S Payroll Section shall accurately key in the payroll data as provided by NEVADAWORKS. NEVADAWORKS Personnel Action Forms and other appropriate payroll documents shall be sent directly to the Comptroller's office for processing. NEVADAWORKS shall provide to COUNTY'S Payroll Section the accrual rates and usage rates by employee for annual leave, sick leave, special leave (military, maternity, other), paid holidays and retirement information. COUNTY shall administer those benefits based upon the information provided by NEVADAWORKS. NEVADAWORKS represents that it is a public employer for purposes of coverage in the State of Nevada Public Employees Retirement System (PERS) and will provide all necessary information to COUNTY'S Payroll Section to allow it to administer PERS for NEVADAWORKS' employees. NEVADAWORKS agrees to notify COUNTY promptly if NEVADAWORKS status under PERS changes.
- C. The COUNTY will provide NEVADAWORKS with monthly financial reports including:
1. General Ledger Trial Balance
  2. Expenditure Detail
  3. Expenditure Status
  4. Outstanding Encumbrances
  5. Revenue Status
  6. General Ledger Activity
- D. NEVADAWORKS is eligible to participate in the County Interest and Unrealized gains and losses allocation based on the cash balance in the NEVADAWORKS account.

**EXHIBIT B**  
**HUMAN RESOURCES AND EMPLOYEE RELATIONS**

I. General Scope of Services

A. Washoe COUNTY Human Resources Health Benefits Division shall administer the following NEVADAWORKS benefits:

1. Life and health insurance,

As NEVADAWORKS is a separate legal and administrative public agency pursuant to NRS 277.120, employees of NEVADAWORKS are employees of that separate public agency and not employees of the COUNTY. As such, NEVADAWORKS employees are not covered by COUNTY personnel ordinances, regulations and procedures and are not included in nor eligible to participate in any COUNTY programs, policies or plans including, but not limited to: COUNTY'S employee assistance program, EEOP plan, COUNTY'S sexual harassment and discrimination/harassment policies, workplace violence policy, Internet/Intranet policies, Section 125 flexible benefit plan, 401(a) discretionary contribution plan, or any other plans, programs or policies applicable to COUNTY employees.

NEVADAWORKS' employees are eligible for and do participate in the COUNTY'S health and life insurance programs, save and except that NEVADAWORKS' employees are not eligible for the COUNTY'S retiree medical health insurance program wherein the COUNTY pays a portion health insurance premiums for certain retired employees depending on their length of service with the COUNTY.

II. Grievance Procedures

NEVADAWORKS employees shall not have access to Washoe COUNTY grievance procedures; they shall instead utilize the Grievance Procedures established by NEVADAWORKS.

II. Compensation

A. Life and health insurance: Contributions from NEVADAWORKS and related employee deductions shall be made on a bi-weekly basis through the COUNTY payroll system. Premiums shall be determined on an annual basis by the Human Resources Health Benefits Division.

B. NEVADAWORKS shall reimburse the COUNTY Human Resources Health Benefits Division for any documented outside expenses incurred pursuant to work performed under this Agreement.

**INTERLOCAL AGREEMENT BETWEEN  
WASHOE COUNTY ON BEHALF OF  
THE WASHOE COUNTY SHERIFF'S OFFICE  
AND  
THE NORTH LAKE TAHOE FIRE PROTECTION DISTRICT**

This Agreement is executed and entered into this 14<sup>th</sup> day of May, 2013, by and between the North Lake Tahoe Fire Protection District (hereafter referred to as "NLTFPD"), and Washoe County, for and on behalf of the Washoe County Sheriff's Office (hereafter referred to as "WCSO").

**RECITALS**

WHEREAS, WCSO, and NLTFPD are authorized under NRS 277.180 to contract with any one or more public agencies to perform any government service, activity or undertaking which any of the public agencies entering into the Agreement is authorized by law to perform;

WHEREAS, NLTFPD requires dispatch and communications services to perform its public safety duties;

WHEREAS, WCSO possesses extensive resources in the field of dispatch and communications and has agreed to make such services available to the NLTFPD;

WHEREAS, it is deemed that the services of WCSO hereinafter set forth are both necessary to NLTFPD and in the best interests of both parties and the public.

NOW, THEREFORE, based upon the foregoing recitals which are incorporated by reference, the parties mutually agree as follows:

1. **EFFECTIVE DATE.** This Agreement shall be effective May 14, 2013.
2. **TERM OF AGREEMENT.** This Agreement shall continue from the effective date of this Agreement until June 30, 2014, and shall automatically extend for one (1) additional year term on the same terms and conditions contained in this Agreement, provided neither party is in default at the time of renewal, or the Agreement is not otherwise terminated pursuant to Section 3.
3. **TERMINATION.** This Agreement may be terminated by either party with 120 (120) days written notice to the other party delivered to the address set forth in the Notice Section set forth below.
4. **MODIFICATION OF AGREEMENT.** The parties may mutually agree to modify the terms of this Agreement. Such modification must be in writing and signed by all parties with the proper authorization and authority.

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- a. If either party determines that a revision to the Agreement is required, the other party will be notified in writing of the requested change/revision.
  - b. Both parties will be responsible for contacting their respective legal departments for review and revisions and to prepare the appropriate documents to make the requested changes to the Agreement.
  - d. Both parties will be responsible for providing the proposed revisions in the Agreement to their legal counsel.
  - e. When both parties and their counsel have agreed to the recommended changes, then each party will obtain the necessary approvals and signatures from their board and provide the finalized document to the other party for appropriate approval and signature.
5. **NOTICE.** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile, Electronic Mail 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 herein as:

North Lake Tahoe Fire Protection District  
Attn: Fire Chief  
866 Oriole Way  
Incline Village, Nevada 89451

Washoe County Sheriff's Office  
Attn: Sheriff  
911 Parr Blvd  
Reno, Nevada 89512

6. **DISPATCH USERS GROUP** The parties agree to establish a Dispatch Users Group, which must meet on a regular basis. The membership shall include the Fire Chief or his designee, the Sheriff's Captain and the Sheriff's Communications Supervisor, or their designees. The functions of the committee are as follows:
- a. To advise on the annual operating and capital budget for the provision of dispatch services; and
  - b. To assist in the development and monitoring of policies, procedures, and operational priorities for the provision of dispatch services for each party; and
  - c. To evaluate the performance of dispatch services to include level of staffing, timeliness, and quality of services provided to the parties.

7. **EMPLOYEES.** All employees assigned to the communications center shall be employees of the County. These employees shall be subject to all County personnel rules and regulations including, but not limited to, hiring, employee status, performance evaluations, disciplinary actions, and employee rights, including rights to representation, and methods of establishing and modifying salary and benefit practices. NLTFPD may utilize light-duty employees and assign them to assist with dispatch functions for augmentation of services as desired.
  
8. **DUTIES AND RESPONSIBILITIES OF WCSO.** The following is a description of the duties of WCSO in accordance with the terms of this Agreement. WCSO agrees to the following duties and responsibilities in addition to any additional requirements set forth in this Agreement.
  - a. Receive, process and dispatch “9-1-1 emergency” calls for service to NLTFPD Jurisdiction;
  - b. Receive, process and dispatch non-emergency calls for and to the NLTFPD Jurisdiction;
  - c. Dispatch operations will be conducted with the use of a Computer Aided Dispatching system (CAD), which will maintain daily activity logs;
  - d. Maintain and record unit status and availability in a format required by WCSO and NLTFPD policy and procedure committee;
  - e. Receive, process, relay and/or respond to radio transmissions from and to all NLTFPD personnel on the 800 MHz and or VHF shared radio network or other means when necessary;
  - f. With information provided by NLTFPD, maintain an equipment resource file, responsible person’s file, personnel call-up list, programming for the CAD files, and agency personnel work schedule;
  - g. When requested by NLTFPD, notify the appropriate law enforcement agency, fire department, Federal Agency or emergency medical services, to provide assistance, if available. All notifications will be made in accordance with WCSO and NLTFPD policies;
  - h. WCSO will provide information and services related to NCIC/NCJIS inquiries when requested by NLTFPD personnel in accordance with and to the extent allowed by NCIC/NCJIS policies;
  - i. Maintain recordings of all telephone and radio communications; provide retrieval at the recipient’s request in accordance with Nevada Public Records laws;
  - j. Retain dispatch tapes and related evidentiary material in accordance of public retention policy per Chapter 239 of the Nevada Revised Statutes;
  - k. Provide routine “testing” of communications equipment to include volunteer notification systems in accordance with WCSO Policies and Procedures;
  - l. Maintain all communication equipment located within the Communications Center to permit transmission of fire related complaints,

emergency or nonemergency communications to and from NLTFPD in compliance with applicable FCC, federal, state and local laws;

- m. WCSO shall use its best efforts to dispatch all NLTFPD calls for service in accordance with NFPA<sup>1</sup> and NAEMDMED<sup>2</sup> standards of dispatch;
- n. WCSO shall provide a monthly report of compliancy to NFPA standards as identified in (m) above; and
- o. WCSO subscribes to the National Emergency Number Association (NENA) call taking operational standard: Ninety percent (90%) of all 9-1-1 calls arriving at the PSAP shall be answered within ten (10) seconds. The remaining ten percent (10%) of calls should be answered within twenty (20) seconds.

9. **DUTIES AND RESPONSIBILITIES OF NLTFPD.** The following is a description of the duties of NLTFPD in accordance with the terms of this Agreement. NLTFPD agrees to the following duties and responsibilities in addition to other requirements as set forth in this Agreement.

- a. At its own expense, install and maintain all “exterior” communications equipment, including but not limited to vehicle and portable radio equipment necessary to communicate with WCSO through acceptable frequencies and repeater sites and ensure compliance with applicable FCC, federal, state and local laws;
- b. Maintain any and all existing radio equipment outside of the above mentioned equipment, scanners and repeater sites that NLTFPD determines is essential to their operation;
- c. Notify WCSO of the geographic boundaries of NLTFPD’s jurisdiction, and advise immediately, in writing, of any changes thereto; and
- d. Ensure that all users of NLTFPD services are notified of the proper procedure for making emergency and non-emergency requests for services through WCSO for proper and prompt handling.

10. **COST OF SERVICES.** Each Participating Agency shall make contributions for the support of the total annual operating and capital costs of dispatch services provided on behalf of each party.

- a. NLTFPD agrees to pay WCSO a flat fee of \$300,000.00 in quarterly installments to provide the services set forth herein.
- b. NLTFPD shall tender payment to WCSO within 30 days of receipt of quarterly invoices.

11. **RECORD MAINTENANCE.** WCSO agrees to keep and maintain full, true and complete records, contracts, books and documents as are necessary to fully

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<sup>1</sup> NFPA 1221 2010 Edition, Chapter 7 Operations, Section 7.4 Operating Procedures, 7.4.2. NFPA Standards reflect that 95 percent of fire emergency call taking and dispatching (combined) are completed within 60 seconds and 99 percent are completed within 90 seconds.

<sup>2</sup> Clawson and Dernocoeur, National Academy Emergency Dispatch NAED MPDS, v.11.1 Liberty Press, 2002, ISBN:0-9658890-2-5, Print. (Medical) Call Processing and dispatch of EMS Priority Echo (E) EMS Incidents within 60 seconds, 95 percent of the time (Incoming time to dispatch time.)

disclose to the NLTFPD, State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all NLTFPD, state and federal regulations and statues. The period of retention shall be set forth by both parties, dictated by policies, procedures and as stated by Nevada Revised Statutes (NRS). These records will also include, but are not limited to, call histories, unit statuses, dispatch and related response times, and various statistical data relative to the user agency's daily and annual operations.

12. **LIMITED LIABILITY.** Without waiving any defenses or limitations set forth in NRS Chapter 41, the parties agree that each will be responsible for any liability, damages or loss that may be incurred as a result of any claim, demand, cost or judgment made against that party arising from an intentional, reckless, negligent act or negligent failure to act by any of that party's employees, agents, servants in connection with work or responsibility performed pursuant to this Agreement.

The parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable actual Agreement damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

13. **INDEMNIFICATION.** Pursuant to Nevada Revised Statutes, Chapter 41, and without waiving any provisions thereof, the parties hereto agree to hold harmless, indemnify and defend each other from and against any and all losses, liabilities or expenses of any nature resulting from any claim for injury to the person or property of another as a result of any negligent, reckless or intentional act on the part of their respective employees, agents or servants. Neither party waives any right or defense to indemnification that may exist in law or equity.

14. **INSURANCE.** The parties to this Agreement shall procure and maintain, during the term of this Agreement, General Liability Insurance or provide for their respective financial obligations through a program of self-insurance in compliance with the Nevada Revised Statutes Chapter 41.

15. **INDEPENDENT PUBLIC AGENCIES.** The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. With respect to the performance of services pursuant to this Agreement, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Agreement. WCSO shall have the sole right to supervise, manage, operate, control and direct performance of the details incident to its duties and personnel herein. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of any 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 parties.

16. **USE OF EQUIPMENT** . All equipment and maintenance of equipment located within the facility, either radio or telephonic, shall remain the property of the appropriate agency
17. **INSPECTION AND AUDIT**. Either participating Agency shall have the right to conduct a performance audit of the consolidated dispatch center at its expense. The other participating Agency shall cooperate in the conduct of such a performance audit.
18. **BREACH; REMEDIES**. Failure of either party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, 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.
19. **WAIVER OF BREACH**. Failure to declare a breach or the actual waiver of any particular breach of this Agreement 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.
20. **FORCE MAJEURE**. Neither party shall be deemed to be in violation of this Agreement 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 Agreement after the intervening cause ceases.
21. **SEVERABILITY**. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.
22. **ASSIGNMENT**. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.
23. **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.

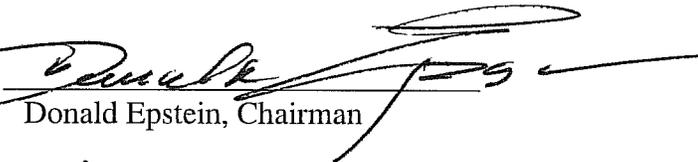
24. **CONFIDENTIALITY:** Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.
25. **PROPER AUTHORITY:** The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to perform the services set forth in this Agreement.
26. **GOVERNING LAW; JURISDICTION.** This Agreement 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 in the Second Judicial District for enforcement and construction of this Agreement.
27. **PRIOR AGREEMENTS.** This Agreement supersedes any prior agreement for such services and the prior agreement is thereby terminated as of the date this Agreement becomes effective.
28. **ENTIRE AGREEMENT AND MODIFICATION.** This Agreement constitutes 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 Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.
29. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.
30. **THIRD PARTY BENEFICIARY RIGHTS.** This Agreement is not intended to and does not create any third party beneficiary rights in any person not a party to this Agreement.

The parties have caused this Agreement to be duly executed this 14 day of May, 2013.

**WASHOE COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**NORTH LAKE TAHOE FIRE  
PROTECTION DISTRICT**

BY:   
David Humke, Chairman

BY:   
Donald Epstein, Chairman

DATE: May 14, 2013

DATE: April 9, 2013

ATTEST:  
BY:   
Nancy L. Parent, Chief Deputy County Clerk  
DATE: May 14, 2013