

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

TUESDAY

10:00 A.M.

AUGUST 28, 2018

PRESENT:

Marsha Berkbigler, Chair  
Kitty Jung, Vice Chair  
Bob Lucey, Commissioner  
Vaughn Hartung, Commissioner  
Jeanne Herman, Commissioner  
  
Nancy Parent, County Clerk  
John Slaughter, County Manager  
Paul Lipparelli, Deputy District Attorney

The Washoe County Board of Commissioners convened at 10:01 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:

- 18-0585      AGENDA ITEM 3** Appearance: Mark Amodei, Congressman, State of Nevada Presentation and update from Congressman Mark Amodei on federal issues.

Mark Amodei, United States Representative for Nevada's original congressional district, thanked the Board and County staff. He described the lands bill as an evolving process that required the coordination of many parts to make things happen. He indicated they would move forward with the bill when they received approval from the County Commission and from the City Councils. He pointed out there would be discussions with federal agencies, citizens groups, and tribal groups. He stressed he remained committed and praised County staff for their work. He felt the most successful lands bill in the history of the nation was the Southern Nevada Public Lands Management Act (SNPLMA) twenty years prior. He added Clark County was also currently working on a lands bill. He noted a lands bill that disposed of federal property surrounding urban areas while addressing resource issues and frontier areas could be beneficial, citing SNPLMA as an example. He said the County was doing its due diligence and he looked forward to seeing the results.

Congressman Amodei stated the Pershing County Public Lands Management Act, which dealt with lands along the Central Pacific right-of-way, passed the House and had a hearing in the Senate. He hoped the Senate would act on it before the end of the year because anything not passed by December 31 would need to be reintroduced to the 116th Congress.

Congressman Amodei said his office continued to work with federal and state agencies, the County Manager, and County staff regarding the flooding of Swan Lake. He remarked the intent was to ensure the oversight of federal agencies was appropriate and timely, so federal assistance for constituents would be available.

Congressman Amodei stated ensuring funding for the Virginia Street project was the biggest priority in Commission District 2 to expand the area's transportation technology and services. He stated there was communication with the Nevada Department of Transportation regarding the "Spaghetti Bowl" intersection and stressed the importance of communicating plans with anyone who could be affected by the projects.

Congressman Amodei commented that years ago concerns centered around schools, water, and the challenges faced by planning and zoning authorities. He stated housing affordability had become a major concern. He said he interacted with both rural and County housing authorities to identify resources available to assist the area. He said it was the job of his office to provide tools to meet those challenges. He welcomed any questions.

Chair Berkbigler thanked the Congressman for the updates. She wondered whether the congressional delegation had discussed how to address growth in the greater region as a whole. Congressman Amodei responded there was not much discussion between the Senate delegation and the House delegation on that topic. He pointed out three of Nevada's four congressional districts were in Clark County. He remarked he never wanted to tell Washoe County what to do regarding appropriations or resources; the County's planning and zoning authority was sacred. He indicated it was easier to add resources to an existing funding stream than it was to create a new program. He noted there was an effort to avoid earmarks, though he felt earmarks would still happen in the executive branch even if the legislative branch did not use them. By adding money to existing streams, they would be able to respond to decisions made by the County Commission and the City Councils, who were the chief stewards of planning and zoning in County areas.

Congressman Amodei mentioned he did not think an infrastructure bill would happen before the end of the year because there were higher priority items ahead of it. He said he sought a seat on the Appropriations Committee which resulted in agencies like the Federal Highway Administration briefing them on the status of certain projects. This allowed proper oversight to be exercised. He expressed frustration at the Federal Emergency Management Agency's response to the almost million acres of Nevada which were burning. He pointed out 85 percent of the State was federally owned and this disaster impacted tourist economy, calf grazing, and agriculture.

Chair Berkbigler expressed concern about the items mentioned by Congressman Amodei as well as water in closed basins and other issues stemming from massive growth. She added the "Spaghetti Bowl" issues had negative impacts not only in the area but on anyone driving through Reno.

Commissioner Hartung thanked Congressmen Amodei and his staff for their communication. He brought up a conversation he had with the Congressman about a possible deal with Amtrak to provide transportation between Washoe Valley and the Tahoe-Reno Industrial Center. He invited the Congressman to have discussions with people in the region about wastewater, effluent management, and advances being made by the Water Innovation Campus and several local pilot programs. He felt these advances were pivotal for the County in terms of closed basin management; he thought it was important to put water where it was needed rather than disposing of it. He invited the Congressman to tour the Chalk Bluff facility to see how water coming off the river was being treated. He hoped to receive federal assistance to change how the region treated wastewater and to install plants with advanced technology. Congressman Amodei replied he would arrange a meeting within 30 days even if the 2-hour rule needed to be invoked.

Commissioner Hartung asked for an update on Congressman John Shimkus' trip to Yucca Mountain. The Commissioner thought the site would not be used for nuclear storage but rather for a reprocessing program. He said repurposing that material had great value and it could become a big business for Nevada. He said acknowledging the federal government owned 85 percent of Nevada was imperative.

Congressman Amodei responded he would forward an update to County Manager John Slaughter for the Commissioners to peruse. The Congressman stated he saw people of all political leanings praise the Chairman of the Energy and Water Subcommittee of Appropriations for putting \$25 million toward studies at Yucca Mountain. He pointed out people regularly discussed Yucca Mountain on the House of Representatives floor. He noted a bill passed the Energy and Commerce Committee earlier in the year on a vote of 42 to 4. He said there were discussions with Congressman Shimkus about an appropriate step to take in Nevada rather than just spending money to solve the problem.

Congressman Amodei indicated there was an amendment that would make the University of Nevada Las Vegas, where reprocessing research was being done, the national center for that research. He felt the Desert Research Institute (DRI) should be placed in charge of compliance for resource issues, though he emphasized the DRI did not request that. He said they researched shipping on Route I-11 and he expected reluctance to having materials shipped on Routes I-5, 395, or 80. He said they put both the research DRI's oversight portions into an energy and water appropriations bill; the routing piece was not included because it did not belong there. He stated a University building contaminated with radon would take \$10 million to clean but there was a mechanism to clean the building and keep it on the national register of historical places.

Congressman Amodei summarized there were responsible things to do in Nevada regarding Yucca Mountain but said the Senate would not act on them because of the senatorial election. He thought if there were the votes to kill the measure, Mitch McConnell would schedule it. He pointed out several states had significant inventories of those materials and there would be enough votes to pass it just to get the material out of those states. He felt a vote after the election was unlikely.

**18-0586**      **AGENDA ITEM 4** Appearance: Lt. Col. Ben Johnson, Commander Sierra Army Depot, Herlong, California Presentation regarding mission and service to the Army and the Nation.

Lieutenant Colonel Ben Johnson stated he was a Commander at the Sierra Army Depot (the Depot) though his tour would end the following summer. He indicated his wife was an Army officer who retired after twenty years in the Army.

Lieutenant Colonel Johnson said the Depot was embedded in Lassen County's community and it also partnered with Washoe County. He wanted to increase awareness about the Depot to retain a quality workforce, which he said was more difficult in a strong economy. He remarked the Depot's location in Herlong, California was selected in 1942 due to its remoteness as it was originally designed as an ammunition depot. Since 2005 the Depot was a multi-functional base but it no longer stored ammunition.

Lieutenant Colonel Johnson said the Depot was part of a network of 23 army depots throughout the country under the Army Material Command based out of Huntsville, Alabama. Their direct headquarters was a tank and automotive armaments command out of Detroit, Michigan. He stated since 2005 the Depot provided logistics support to the Army and the Joint Force to increase readiness, and added the Depot's customers were mostly Department of Defense entities.

Lieutenant Colonel Johnson mentioned the Depot was a boneyard for old equipment; more than 2,100 tanks were stored there, which was more than the Army and the National Reserves. He noted most of the Depot's tanks were near the end of their life, waiting to be rebuilt or scrapped. He estimated the Depot had \$13 billion in Army equipment and it issued all the clothing for the Army Reserves; they were the largest FedEx shipper in the Army. He stated the Depot specialized in rebuilding equipment and they built armored kits for Humvees.

Lieutenant Colonel Johnson said they had a 10,000 foot runway used by multiple active-duty units due to its ease of use. The runway could handle all military and commercial aircraft up to the size of a 747 and there had been discussions by both Lassen and Washoe Counties about utilizing it more. The Depot had 1,400 employees, 1,200 of which were Department Army civilians and 200 were contractors; around 350 of the employees were veterans. He noted there were only five active duty soldiers, including him, and there were 10 to 15 mobilized reserve soldiers who performed jobs that were otherwise difficult to fill. He pointed out there were numerous Depot alumni in Susanville and Reno; about 40 percent of Depot employees lived in Nevada while the rest lived in California.

Lieutenant Colonel Johnson indicated the Depot hired between 20 and 30 positions at any time, including IT specialists, security personnel, logistics program managers, and warehousing specialists. He stated the Depot's average annual revenue was \$220 million and he remarked the system of 23 depots had to break even. He said

recent economic assessments estimated the Depot had a \$440 million impact to the Nevada and California areas. Between \$25 and \$30 million were invested annually in the base's infrastructure for the previous ten years. He said there were opportunities for public-to-private and public-to-public partnerships with the airfield and he added Depot employees could work for private businesses to maintain some of their skills. He emphasized the Army needed consistent funding at the national level to improve Army readiness. He invited the Commissioners to tour the base.

Chair Berkbigler thanked Lieutenant Colonel Johnson for the presentation and thanked him and his wife for their service.

**18-0587      AGENDA ITEM 5** Appearance: Bobbi Thompson Reno Air Race Association Presentation and update on Reno Air Race Association.

Tony Logoteta, Chief Operating Officer and Chief Financial Officer for the Reno Air Races, mentioned he was happy to see a promotional video for the races in the lobby. He indicated this was the 55th year for the air races in northern Nevada and he encouraged people to get tickets for the show.

Bobbi Thompson, Vice President of Strategic Planning for the Reno Air Races, conducted a PowerPoint presentation and reviewed slides with the following titles: Our Guest; Demographic of Non-Local Attendees; Total Economic Impact; and 2016 Economic Impact.

Ms. Thompson remarked the majority of guests were transient, which benefitted local hotels and the Reno-Tahoe International Airport. She pointed out the total economic impact had grown from 2014 to 2016 and she hoped the impact since 2016 would end up being even more significant. She said the Reno Air Race Association always strived to improve.

Mr. Logoteta stated the air races were part of the community. He acknowledged some of the partnerships with local non-profit organizations and said the Association made cash contributions of around \$50,000 to \$60,000 to those entities, not including ticket donations.

Mr. Logoteta pointed out they began filming the event in 2015 and it first aired once in 2016. He said the power tool company Stihl came on board as a partner that wanted to take the event national and international through its broadcast sponsorship. He indicated there were broadcasts in 2017 with more in 2018. He expected that to continue to grow. He commented part of the Association's mission was to perpetuate the spirit of air racing and inspire the next generation of pilots; this was why it was important to continue the education piece. He anticipated doubling the typical number of students at the event this year.

Mr. Logoteta summarized the races would feature a nearly full race field and the Patriots jet team, a civilian performing team which included four ex-Thunderbird

and Blue Angel pilots. The event would also include a World War II demo team and aerobatic performers. He announced there would be a new runway used at the event. He hoped to have increased dialogue with Washoe County and wanted to discuss expanding their partnership with the County.

Chair Berkbigler noted she grew up in Reno and commented the races had evolved over the years.

Commissioner Hartung asked how many air races there were in the United States. Mr. Logoteta responded there had been a Formula One race in Ely in June, but the Reno Air Races featured everything from small bi-planes to World War II planes. He added it was the only race in the country that featured races with eight planes racing on the same course at the same time, wingtip to wingtip. Commissioner Hartung stated he hoped the air races never left northern Nevada since it was a legacy event for the County and the races had become synonymous with Reno. Mr. Logoteta confirmed they did not want to go anywhere else. Ms. Thompson added the Reno Air Races had international recognition and it was the only place in the world to experience this type of air racing.

**18-0588      AGENDA ITEM 6 Transfiguring Adoption awards Yvette Clark as 2018 Foster Parent of the Year recipient as presented by Human Services Director, Amber Howell.**

Human Services Director Amber Howell announced that Ms. Yvette Clark was selected as the recipient of the award for best foster parent in the United States. She noted Ms. Clark fostered for more than ten years and there were 892 children currently in Washoe County's foster system. Ms. Clark transformed the lives of two children who had been bounced from birth homes to foster homes. Additionally, Ms. Clark helped transition children into an adoptive home where they continued to thrive.

Ms. Howell expressed gratitude for Ms. Clark's kindness, compassion, time, and dedication to the County's children. Ms. Howell noted the Transfiguring Adoption organization scoured the entire country to find the best and selected Ms. Clark. Ms. Howell mentioned the County finalized 147 adoptions, breaking the prior year's record, and said adoptions had increased because of people like Ms. Clark.

Ms. Clark said she was honored to receive the award and said every foster parent in Washoe County was capable of winning it. She thanked the person responsible for nominating her, a number of case workers, her family, and agencies who helped foster parents do their job. Lastly, she thanked the Reno Rodeo Foundation and the Kids Kottage for their support.

**18-0589      AGENDA ITEM 7 Public Comment.**

Ms. Traci Davis, Superintendent of the Washoe County School District (WCSD), asked the Board to support Agenda Item 22 and indicated there would be qualified staff available to answer any questions the Board might have. She pointed out Washoe County Question 1 (WC-1) included the construction of three middle schools. Two of these, Desert Skies and Sky Ranch, were already under construction and were scheduled to open in August 2019; the third would be Arrowcreek Middle School. She mentioned the WCSD was in the process of acquiring the land from the United States Forest Service (USFS), a process which began in 2004. She noted USFS public comment periods yielded 355 written responses, 315 of which supported the middle school. She added they incorporated several of the concerns into the design of the school, including drainage improvements, parking and traffic improvements, and new landscaping and sidewalks. The middle school would provide relief from overcrowding in 20 existing elementary schools by rezoning sixth graders, which would impact 10,000 students. She asked the Board for its support to honor the promise made to the community.

Ms. Tammy Holt-Still showed photographs of algae blooms, copies of which were placed on file with the Clerk. She said a member of County staff indicated the algae was not dangerous to residents because there was a fence blocking it, but she pointed out someone could easily bypass the gate. She said the algae was in other locations besides just the bird sanctuary. She claimed the algae would become airborne when it dried and it would be dangerous to those with respiratory issues. She stated Virginia Lake had a filter system that prevented the water from becoming stagnant.

Ms. Denise Ross showed additional photos of the algae, copies of which were placed on file with the Clerk. She asked what the Board would do if their children went to school near algae like this. She expressed concern about animals drinking the water and requested test results as soon as they were available.

Mr. Charles Stockford spoke about stripped cars blocking Quartz Lane. He mentioned an incident of a man living in a pick-up truck with two dogs and another with a burned motor home stripped to a bare chassis. He alleged he tried to work with numerous government agencies within the County and the Cities but nobody was able to do anything about the problem. He expressed concern that a fire truck or an ambulance would have difficulty getting through some of the roads and he requested something be done about the problem.

Ms. Wendy Damonte, Vice President of Advocacy and Community Partnerships with Renown Hospital, said Renown was the only locally-owned not-for-profit health network. She stated all income was reinvested back into programs and equipment to improve the health of the community. She noted Vice President of Government Relations Chris Bosse would meet with each Commissioner individually to further discuss partnering with Renown. She listed the nine new partners of the Community Health Needs plan and reviewed a handful of goals they hoped to achieve through their work. She spoke about offering healthier concessions at sporting events and

creating an exercise-is-medicine program. She said the work would have a meaningful impact on citizens by providing services and treatment to people at various levels of need. She noted Renown's contributions in fiscal year 2017 totaled more than \$119 million, including funding for research and education, community initiatives, and non-reimbursed healthcare services.

Mr. Lee Neish stated he was the newly-appointed pastor at Sparks Methodist Church, which had been in the community for more than 100 years. He spoke about the work his prior church performed, including introducing health and human services programs, supporting people dealing with poverty, and using federal dollars to address homelessness. He hoped to do similar work in Washoe County and invited the Board to reach out to him.

County Clerk Nancy Parent indicated Mr. Kenji Otto submitted documents which she would distribute to the Board and make a part of the record. Mr. Otto mentioned he represented a small group researching the possibility of creating an unincorporated town in the Cold Springs valley. He said he presented a letter to Commissioner Herman and hoped to get answers on a few questions from her, the County District Attorney, or the Nevada Attorney General. He hoped to gather enough research so voters could make an educated decision on the project. He suggested the Commissioners consider the benefits of having unincorporated towns within the County, such as the diversification of communities, the ability to focus on area needs, and more opportunities to research and apply for grants. He thought this effort would allow current and future residents a guaranteed voice in decisions concerning the progression of the valley.

Ms. Parent indicated Mr. Charles Johnson removed his request to speak and he would speak on an item later in the agenda.

Ms. Elaine Walker said she was thrilled to have a middle school in her community but expressed concern that the planned detention pond would be under a fault line. She said she witnessed runoff areas on Arrowcreek Parkway and stated recent floods had impacted her neighborhood. She asked the Board to visit the area.

Mr. Richard Jay stated schools were facing overcrowding and said it looked like enrollment would surpass 65,000 students this year. He pointed out 57 percent of voters supported WC-1. He claimed the expansions at Damonte Ranch High School came in \$7 million under budget as part of \$40 million in repairs. He said Arrowcreek Middle School is badly needed and the USFS was selling the land for \$10 an acre. He said an overwhelming majority of parents at a recent meeting supported the school. He made comments about several concerns that had been voiced, including fire evacuation procedures, flooding, traffic volumes, property values, and fault lines. He stressed the school was important to the community and wanted construction to start immediately.

Mr. Sam Dehne expressed frustration about public comment not being first on the agenda and he spoke about the Open Meeting Law.

Mr. J. D. Klippenstein, Executive Director of Acting in Community Together in Northern Nevada, stated his agency was working with the Commissioners regarding the housing crisis. He stated he supported Agenda Item 20 to establish an affordable housing trust fund, which he called a national best practice for developing and financing affordable housing. He remarked 770 trust funds existed and they created \$1.2 billion in revenue, which was invested in low-income and workforce housing. He cited a 2016 survey which determined each dollar invested by a County in an affordable housing trust fund enabled the leveraging of an additional \$8.50 in public and private financing. He pointed to dozens of people in the audience who came to support the item.

Ms. Daysi Rodriguez, Outreach Coordinator for Tu Casa Latina, stated the organization served victims of domestic violence, crime, and human trafficking. She noted the housing market had drastically changed in the seven years she was an advocate; her clients were not able to live independently. She mentioned funds existed to help pay for transitional housing but clients who could not afford \$800 rent often returned to abusers. She stated many of her clients were a vulnerable population and had additional language and health barriers. She expressed her support for Agenda Item 20.

Ms. Donna Clontz, Vice Chair of the Washoe County Senior Advisory Board and the Chair of the Reno Senior Citizen Advisory Committee, said both boards were concerned about the housing situation. She stressed many seniors were on fixed incomes and increasing rents made it impossible to stay where they lived. She urged the Board to support Agenda Item 20. She promoted the Senior Games and invited everyone to the closing ceremonies Saturday, September 1. She stated both boards supported Agenda Items 15, 16, and 20.

Ms. Karen Foster, Minister with the Unitarian Universalists Fellowship of Northern Nevada, stated her support of Agenda Item 20. She said Unitarian Universalists believed in the inherent worth and dignity of every individual and she expressed concern about the housing crisis. She stated housing was a right and not a privilege. She said the Board could take a first step in mitigating the crisis and asked what they wanted the community to look like in twenty years. She felt developers were making millions while low-income Nevadans could not afford housing. She said other communities required developers to either include affordable housing in their plans or contribute to an affordable housing plan.

Mr. Sherif Elfass, President of the Northern Nevada Muslim Community, said he supported Agenda Item 20. He remarked residents needed affordable and safe housing and several of his community's members requested help with rent payments since theirs had increased by as much as 30 percent over a few months. He noted the Northern Nevada Muslim Community collected 200 pledge cards, which illustrated the significance of the crisis. He felt establishing a trust fund for affordable housing was a

great solution that had been tested before. He urged the Board to support establishing the trust fund.

Mr. Tobin Bechtel, Head of the Sage Ridge School, stated he was in support of having a middle school in Arrowcreek but wanted it done correctly. He expressed concern about evacuation routes and the potential for bottlenecking on Arrowcreek Parkway. He alleged on a typical day over 800 people tried to get through an intersection near Hunsberger Elementary and Sage Ridge Schools, and he expressed concern about additional traffic from the third school. He mentioned a current plan for a stop light to address firehouse access was inadequate.

Mr. Tom Hammond, the Lassen County District 5 Supervisor, submitted documents which Ms. Parent distributed to the Board and placed on the record. He praised the job done by the Sierra Army Depot and lauded the Board for its handling of the economic upturn. He mentioned the initial stages of widening Route 395 north of Washoe County were underway and felt it would have a positive impact on both counties. He hoped highway improvements could be made from Hallelujah Junction to the Oregon border. He anticipated returning to the Board with an update as the project progressed.

Ms. Nora Prochaska stated she supported Agenda Item 20 and said nearly 30 homeless people died in 2017 due to exposure. She felt those lives could have been saved by the establishment of a trust fund.

**18-0590      AGENDA ITEM 8 Announcements/Reports.**

Commissioner Jung said she and various members of the Manager's Office prepared meals at the Ronald McDonald house for parents taking care of sick children. She noted the Western Nevada Development District in conjunction with Washoe County held the 4th annual statewide economic development conference. She described the event as well-attended and added she was the opening speaker one day. She indicated she would attend Reno's Last Resort Community Tour, which was organized by activists looking to help the homeless. She stated Renown Hospital partnered with the District Board of Health in assisting with the community needs assessment. Finally, she noted the District Board of Health hired an outside consultant to perform the study on the algae bloom, and she hoped to have results by Wednesday the 29th.

Commissioner Hartung spoke about a recent school bus/motorcycle accident and asked staff to consider the ingresses and egresses off La Posada Drive. He acknowledged the Nevada Department of Transportation (NDOT) limited Save Mart's access points many years prior. He mentioned another accident in the City of Sparks and expressed concern about dangerous ingress and egress lanes. He felt the Board needed to apply pressure to NDOT. He expressed his condolences for the family of the victim as well as the bus driver.

Commissioner Hartung stated he attended the Children's Cabinet dinner which was a well-attended event. He said he toured the South Truckee Meadows

Wastewater Reclamation Facility to see the advanced treatment pilot program and he felt the future was having highly-treated water coming out of all treatment plants. Responding to a public comment about abandoned vehicles in Sun Valley, he suggested the public call Washoe 311 to get the Sheriff's Office out to the area. He brought up a request he made in May about a funding analysis gap study to understand the area's infrastructure needs, which he said could address the question of whether the County could ask developers to participate in affordable housing efforts.

Commissioner Hartung noted the Governor's Chief of Staff Mike Willden spoke at a Nevada Association of Counties meeting and Commissioner Hartung thought the Board should meet with Mr. Willden. The Governor's Office provided a letter stating Washoe County would owe \$1.916 million this fiscal year in Medicaid payments handed down from the federal government to the State, who transferred the debt to the counties. Commissioner Hartung felt it was a federal program and thought the County should talk to Congressman Amodei, but in the interim he felt they needed to speak to Mr. Willden.

Commissioner Lucey mentioned he heard concerns regarding cargo containers in Washoe Valley and wanted an update on the relevant code. He said he had discussions with Waste Management about challenges in the South Valleys and he would continue to work with them to address the concerns. He and Commissioner Hartung were working with the Regional Transportation Commission on speeding, traffic volume, and development on Mt. Rose Highway. He announced NDOT was finishing a study and hoped to have a report to the Board by August regarding impacts and safety concerns.

Commissioner Lucey remarked the County had made amazing strides regarding housing for the homeless, pointing out Human Services Agency (HSA) Director Amber Howell was working on projects for the homeless. Through her work with the State, the County hoped to procure the Northern Nevada Adult Mental Health Services (NNAMHS) campus for a program addressing community homelessness; this would provide housing for women and children. He noted the project was unanimously passed by the Community Housing Advisory Board the day before and the County would take the lead in helping homeless women and children for many years.

Commissioner Lucey stated he took part in the HSA's Adoption Day and praised foster parents for opening their homes to children who faced challenging situations. He described the experience as very emotional and he thanked Ms. Howell, her staff, and all participating departments. He underscored the success of Adoption Day and announced there was one more scheduled in November. He told a story about a neonatal intensive care unit nurse who adopted a child for whom she provided care.

Commissioner Lucey highlighted the Barracuda Championship event and thanked those who organized it. The event featured record fundraising with record donations. He added Hot August Nights was well-attended and mentioned the upcoming Balloon Races and Reno Air Races.

Commissioner Herman thanked Commissioner Lucey for helping citizens from a county in California and County Manager John Slaughter for arranging for Lieutenant Colonel Ben Johnson's presentation. She felt it was useful to work across state lines. Regarding Mr. Stockford's public comment, she asked Commissioner Jung to work with her and the Sheriff's Office on cleaning up Quartz Lane. She referenced a public comment about having unincorporated towns in Cold Springs and requested counsel from Deputy District Attorney Paul Lipparelli.

Commissioner Herman brought up an elderly resident of Sun Valley who was now living in a trailer after his home burned down. She said his power was recently turned off. She stated he was trying to clean up the property and asked for leeway so he was not sent away from his home. Finally she requested to be informed when the results from the algae report were available.

Chair Berkbigler announced she and Commissioner Lucey attended a Community Homelessness Advisory Board meeting and praised the plan to utilize the NNAMHS campus. The program would address homelessness for children, families, and seniors, and it would also provide opportunities for those affected to better themselves. She thanked Ms. Howell and Governor Brian Sandoval for helping address the County's concerns. She stressed the Board strongly supported seniors and she indicated they hoped to have a larger Daybreak Center at the new NNAMHS facility for seniors with dementia.

Chair Berkbigler noted she attended a Western Nevada Development District meeting and said it was well-attended by many elected officials and businesses. She mentioned she spoke with the head of the Tesla plant, who expressed interest in working with the Commissioners on various things. She agreed with several comments made during the meeting that home availability was a problem. She stated people with money were buying homes, forcing those with less money to downgrade, which forced people with little money out of the housing market. She stressed the Board and staff were focused on the issue as the community grew.

Commissioner Hartung indicated the Daybreak program typically treated 30 patients but the program was working towards treating 100. He explained the HSA formed a working relationship with Nevada Senior Services which allowed it to leverage its money. He mentioned Alzheimer's disease and dementia were happening to younger and younger people and he thanked Ms. Howell for the benefits the program provided the community.

Chair Berkbigler remarked the kitchen at the County's Senior Center needed costly improvements but she hoped to be able to use the industrial kitchen at the NNAMHS campus so they did not need tax dollars to upgrade the existing one.

**12:17 p.m. County Manager John Slaughter left the meeting and Assistant County Manager Kate Thomas assumed his place as Acting Manager.**

## **DONATIONS**

- 18-0591** **9A** Accept monetary donations to Washoe County Regional Animal Services [\$9,267.17] received from April 1, 2018 to June 30, 2018 to be used for the humane care and treatment of sick and/or injured, stray, abandoned, or at risk animals received; express appreciation for these thoughtful contributions; and direct the Comptroller's Office to make the appropriate budget amendments. Animal Services.
- 18-0592** **9B1** Accept a donation [overall estimated value of \$7,000, no charge to the county] of 113 new and used controlled energy weapon (CEW) batteries from the Sparks Police Department to the Washoe County Sheriff's Office. Sheriff (All Commission Districts.)
- 18-0593** **9B2** Accept donation of a HH-1H Huey Helicopter [estimated value of \$922,704.00, no charge to the County], to the Washoe County Sheriff's Office to be utilized to support RAVEN, WCSO Search and Rescue, and Wildland Fire Suppression Operations performed by WCSO. Sheriff. (All Commission Districts.)
- 18-0594** **9B3** Accept various military surplus equipment [overall estimated value \$471,129.28, no charge to the County] donated to the Washoe County Sheriff's Office to be utilized to support Detention Response Team (DRT), K9 Units, RAVEN, Special Weapons and Tactics (SWAT) unit and Search and Rescue of WCSO. Sheriff (All Commission Districts.)

Commissioner Jung thanked everyone who gave donations and said the County would use them to their fullest capacity.

On the call for public comment, Mr. Sam Dehne was called but was not present to speak.

On motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried on a 5-0 vote, it was ordered that Agenda Items 9A to 9B3 be accepted.

## **CONSENT AGENDA ITEMS – 10A THROUGH 10M2**

- 18-0595** **10A1** Acknowledge and approve correction to the Board of County Commissioners meeting minutes of June 19, 2018 to include the mention of an email received from Ms. Annemarie Grant as public comment on Agenda Item 10B. Clerk. (All Commission Districts.)
- 18-0596** **10A2** Approval of minutes for the regular Board of County Commission meeting for July 10, 2018. Clerk. (All Commission Districts.)

- 18-0597** **10A3** Approval of minutes for the Board of County Commission regular meeting on July 24, 2018 and Concurrent meeting on July 30, 2018. Clerk. (All Commission Districts.)
- 18-0598** **10A4** Acknowledge the communications and reports received by the Clerk on behalf of the Board of County Commissioners. Clerk. (All Commission Districts.)
- 18-0599** **10B** Approve roll change requests, pursuant to NRS 361.765 and/or NRS 361.768, for errors discovered on the 2014/2015, 2015/2016, 2016/2017 and 2017/2018 secured tax roll and authorize Chair to execute the changes described in Exhibit A and direct the Washoe County Treasurer to correct the error(s). [cumulative amount of decrease to all taxing entities \$29,870.73]. Assessor. (Commission Districts 1, 2 & 3.)
- 18-0600** **10C** Approve amendments totaling an increase of [\$63,636] in both revenue and expense to the FY19 Advancing Conformance with the Voluntary National Retail Food Regulatory Program Standards Grant Program, IO 11088; and if approved direct the Comptroller's office to make the appropriate budget amendments. Health District. (All Commission Districts.)
- 18-0601** **10D** Approve the Continuum of Care - Permanent Supportive Housing Program Grant from the United States Department of Housing and Urban Development (HUD), in the amount of [\$81,324; \$20,592 county match] to provide housing and supportive services for homeless families for the period of September 1, 2018 through August 31, 2019; authorize the Department to execute the grant agreement and direct the Comptroller's Office to make the appropriate budget amendments. Human Services Agency. (All Commission Districts.)
- 18-0602** **10E** Approve staff recommendation to accept the Washoe County Sheriff's Office designee to the Washoe County Emergency 911 Advisory Committee of Mike Bassi to replace Bill Ames, current term ending June 30, 2021. Manager. (All Commission Districts.)
- 18-0603** **10F1** Approve a resolution to sponsor an amendment to the Reno-Stead Corridor Joint Plan (RSCJP) pursuant to NRS 278.02786, at the request of the Redmond Company, for a Master Plan amendment within the Special Planning Area/Reno Stead Corridor Joint Plan to re-designate ±2.57 acres of Low Density Suburban/Rural Residential (2.5 - 1 acre lots) and ±1.02 acres of Open Space to ±2.73 acres of General Commercial and ±0.86 acres of Open Space (APN 086-380-20 & -21), and if approved, authorize the Chair to sign a resolution to this effect. The RSCJP is a master plan that is under the joint jurisdiction of Washoe County and the City of Reno and requires approval by both entities, as well as the regional planning

authorities, for any changes. (City of Reno Case Number LDC18-00026) Community Services (Commission District 5.)

- 18-0604** **10F2** Approve a resolution to sponsor an amendment to the Reno-Stead Corridor Joint Plan (RSJCP) pursuant to NRS 278.02786, at the request of Peavine Investors, LLC, to remove two parcels identified as APN 081-031-39 and 081-024-08 (559.3 acres) from the Reno-Stead Corridor Joint Plan and re-designate the parcels as part of the City of Reno Master Plan and, if approved, authorize the Chair to sign. The RSCJP is a master plan that is under the joint jurisdiction of Washoe County and the City of Reno and requires approval by both entities, as well as the regional planning authorities, for any changes. (City of Reno Case Number LDC17-00043) Approval of the Master Plan Amendment will change the current Washoe County Master Plan Designations of Rural and Rural Residential to the comparable City of Reno Master Plan Designation Unincorporated Transition (416.3 acres) and Large Lot Neighborhood (143 acres). Community Services (Commission District 5.)
- 18-0605** **10F3** Approve a Water Rights Deed to re-convey 6.06 acre-feet of water rights from Washoe County to Scott Real Estate, LLC. Community Services. (Commission District 2.)
- 18-0606** **10F4** Approve the Cancellation Agreement and associated Water Rights Deed to terminate Water Sale Agreements between Washoe County and DL Lakeshore, LLC, and re-convey 0.61 acre-feet of water rights from Washoe County to DL Lakeshore, LLC. Community Services. (Commission District 2.)
- 18-0607** **10F5** Approve an Agreement for Professional Consulting Services between Washoe County and Electro Scan Inc., commencing August 28, 2018 through August 27, 2019, to provide condition assessment of approximately 14,000 feet of sanitary sewer interceptors within the South Truckee Meadows Water Reclamation Facility service area [\$124,500.00]. Community Services. (Commission District 2.)
- 18-0608** **10G1** Approve the settlement of the Industrial Insurance Claim of John Nemeth v. Washoe County for a total sum of [\$55,000] for all claims against all defendants. Comptroller. (All Commission Districts.)
- 18-0609** **10G2** Acknowledge Washoe County Purchasing Division receipt of its 23rd annual Achievement in Excellence in Procurement Award from the National Purchasing Institute for the year ended June 30, 2018. Comptroller. (All Commission Districts.)
- 18-0610** **10H1** Approve to accept a Victims of Crime Act (VOCA) grant to the District Attorney's Office in the amount of \$116,946 (\$29,237 required

match), from the State of Nevada Department of Health and Human Services Division of Children and Family Service (DCFS) to provide counseling services, victim services, and a part-time Victim Advocate; retroactive from July 1, 2018 through June 30, 2019. Direct the Comptroller to make the necessary budget amendments. District Attorney. (All Commission Districts.)

- 18-0611** **10H2** Approve payments totaling [\$10,819.26] to vendors for assistance of 65 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 and other eligible persons. District Attorney. (All Commission Districts.)
- 18-0612** **10I1** Acknowledge a grant award of [\$20,000.00, no County match required], awarded to the Second Judicial District Court from the Lee F. Del Grande Foundation, retroactive May 11, 2018 through October 1, 2018 for the Family Peace Center, and direct the Comptroller's Office to make the necessary budget amendments. District Court. (All Commission Districts.)
- 18-0613** **10I2** Acknowledge the grant award from the Office of Traffic Safety to the Second Judicial District Court, in the amount of \$30,000 (\$30,000 in-kind match required), to support the Specialty Court programs, effective retroactively October 1, 2017 through September 30, 2018, and direct the Comptroller's Office to make the necessary budget amendments. District Court. (All Commission Districts.)
- 18-0614** **10J1** Accept grant funding [\$62,856.00 with no county match] from the State of Nevada Department of Health and Human Services for labor and travel expenses relating to the National Violent Death Reporting System, from September 1, 2018 through August 31, 2019, and authorize the Chief Medical Examiner & Coroner of the Washoe County Regional Medical Examiner's Office to sign the award and approve amendments, and direct the Comptroller's Office to make the necessary budget amendments. Regional Medical Examiner. (All Commission Districts.)
- 18-0615** **10J2** Accept grant funding [\$79,914.00 with no county match] from the State of Nevada Department of Health and Human Services for labor and travel expenses relating to the State Unintentional Drug Overdose Reporting System, from September 1, 2018 through August 31, 2019, and authorize the Chief Medical Examiner & Coroner of the Washoe County Regional Medical Examiner's Office to sign the award and approve amendments, and direct the Comptroller's Office to make the necessary budget amendments. Regional Medical Examiner. (All Commission Districts.)

- 18-0616** **10K1** Approve eliminating three (3) part-time Library Assistant II positions, pay grade G, and creating one (1) new full-time Library Assistant II position, pay grade G (Library), as reported to the Job Evaluation Committee, and authorize Human Resources to make the necessary changes. [Net fiscal impact is estimated at \$5,286.] Library. (All Commission Districts.)
- 18-0617** **10K2** Approve elimination of one (1) benefitted part-time 21-hour Library Assistant II (position #70002032), pay grade G, and create two (2) new part-time non-benefitted 15-hour Library Assistant II positions, pay grade G (Library), as reported to the Job Evaluation Committee, and authorize Human Resources to make the necessary changes. [Net fiscal impact is estimated at (\$5,694).] Library. (All Commission Districts.)
- 18-0618** **10L1** Acknowledge Receipt of Status Report of Commissary Fund submitted by the Washoe County Sheriff's Office Commissary Committee for Fourth Quarter for Fiscal Year 17/18. Sheriff. (All Commission Districts.)
- 18-0619** **10L2** Approve acceptance of 2017 HIDTA Northern Nevada Drug Task Force funding [amount not to exceed \$55,000.00, no County match required] to be used for overtime, investigative, and travel expenses from High Intensity Drug Trafficking Areas (HIDTA) as administered through Las Vegas Metro Police Department, for the retroactive grant period of 01/01/2017 - 12/31/2018, and direct Comptroller's Office to make the necessary budget amendments. Sheriff. (All Commission Districts.)
- 18-0620** **10L3** Approve acceptance of 2017 HIDTA Northern Nevada Interdiction Task Force funding [amount not to exceed \$75,000.00, no County match required] to be used for overtime, investigative, and travel expenses from High Intensity Drug Trafficking Areas (HIDTA) as administered through Las Vegas Metro Police Department, for the retroactive grant period of 01/01/2017 - 12/31/2018, and direct Comptroller's Office to make the necessary budget amendments. Sheriff (All Commission Districts.)
- 18-0621** **10L4** Approve the NLTFPD Interlocal Agreement - RAVEN Fire Training, Monitoring and Suppression Personnel and Equipment between the County of Washoe on behalf of the Washoe County Sheriff's Office and North Lake Tahoe Fire Protection District in the amount of [\$10,000], for the retroactive period of July 1, 2018 through June 30, 2019, for the provision, when requested of a helicopter or other aircraft and personnel and approve reimbursement for services rendered throughout the year by the Washoe County Sheriff's Office to be paid in accordance with the Interlocal Agreement to the Washoe County Sheriff's Office Regional Aviation Unit (RAVEN). Sheriff. (All Commission Districts.)

- 18-0622** **10L5** Approve funding of [\$4,620.00, 25% in-kind and cash match required, \$1,155.00] from the Department of Health and Human Services, Division of Child and Family Services, Victims of Crime Assistance (VOCA) to be used to pay travel and training costs for the WCSO Victim Advocate, and to provide emergency housing and emergency services such as food and shelter for victims of domestic violence, for the retroactive grant period of 7/1/18 through 6/30/19, and if approved, direct Comptroller's Office to make the necessary budget amendments. Sheriff (All Commission Districts.)
- 18-0623** **10L6** Approve funding of [\$17,500.00, no match required] from the United States Department of Justice, United States Attorney, Organized Crime Drug Enforcement Task Force (OCDETF) for reimbursement of overtime costs incurred while involved in the investigation of OCDETF Initiative number PA-NV-0296 for the retroactive period of 4/1/2017 - 09/30/2018. Sheriff. (All Commission Districts.)
- 18-0624** **10L7** Approve receipt of Justice Assistance Grant (JAG) funds, sub granted through Reno Police Department in the amount of [\$52,468.00, no County match required] for purchase of Law Enforcement equipment, Law Enforcement related training and travel, and overtime for the retroactive grant period of 10/1/17 through 9/30/20. If approved, authorize Comptroller's Office to make the necessary budget amendments. Sheriff (All Commission Districts.)
- 18-0625** **10L8** Approve Sheriff's Security Agreement between the Barracuda Open Foundation and the County of Washoe on behalf of Washoe County Sheriff's Office to provide uniformed Deputy Sheriffs for security [estimated security costs will be \$64,000] during the 2018 Barracuda Open Golf Tournament for the retroactive period of July 30, through August 5, 2018. Sheriff. (All Commission Districts.)
- 18-0626** **10L9** Approve the Law Enforcement Funding Agreement between Black Rock City LLC and Washoe County, on behalf of the Washoe County Sheriff's Office to provide reimbursement for extra staffing [\$118,351.00 estimated total reimbursement] needed in the Gerlach/Empire area during the annual Burning Man Festival for 2018. Sheriff. (Commission District 5.)
- 18-0627** **10M1** Accept to acknowledge a Specialty Court General Fund Allocation from the Judicial Council of the State of Nevada to the Sparks Justice Court [\$35,050 for FY19, no match required], paid in quarterly installments retroactive to July 1, 2018, grant end date June 30, 2019; and direct the Comptroller to make the appropriate budget amendments.[\$35,050]. Sparks Justice Court. (All Commission Districts).

- 18-0628** **10M2** Approve, effective August 28, 2018, four (4) reclassifications for the Sparks Justice Court and create one (1) intermittent Justice Court Records Clerk position. Reclassify Accounting Supervisor position (70007202), pay grade J178, to Supervising Clerk III, pay grade J178; Supervising Clerk II, position (70010179), pay grade J175, to Account Clerk II, pay grade J120; Court Clerk I, two (2) positions (70008851 and 70000347), pay grade J130, to Court Clerk II, pay grade J157. Create one (1) intermittent Justice Court Records Clerk position and authorize Human Resources and the Comptroller's Office to make the necessary changes [>\$0 net impact]. Sparks Justice Court. (All Commission Districts.)

Chair Berkbigler highlighted Agenda Item 10G2 and congratulated the Comptroller and her staff for their work in earning the award.

On the call for public comment, Mr. Sam Dehne was called but was not present to speak.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried on a 5-0 vote, it was ordered that Consent Agenda Items 10A1 through 10M2 be approved. Any and all Resolutions or Interlocal Agreements pertinent to Consent Agenda Items 10A1 through 10M2 are attached hereto and made a part of the minutes thereof.

**BLOCK VOTE – 11 THROUGH 17**

- 18-0629** **AGENDA ITEM 11** Recommendation to approve Amendment #1 to the original Interlocal Agreement dated June 28, 2016 between Washoe County (Health District) and Washoe County (Department of Juvenile Services) concerning the clinical infrastructure of the Jan Evans clinic to provide appropriate adolescent health services for detained youth. Contract term retroactive from July 1, 2018 through June 30, 2021. Juvenile Services (All Commission Districts.)

There was no response to the call for public comment.

On motion by Commissioner Jung, seconded by Commissioner Lucey, which motion duly carried on a 5-0 vote, it was ordered that Agenda Item 11 be approved. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

- 18-0630**      **AGENDA ITEM 12** Recommendation to award a bid and approve the Agreement to the lowest responsive, responsible bidder for the Southern Comfort Lift Station Rehabilitation Project [staff recommends Gerhardt & Berry Construction, Inc., in the amount of \$235,731.25]. Community Services. (Commission District 2.)

Commissioner Hartung underscored Agenda Items 12 and 13 and said the South Truckee Meadows Water Reclamation Facility was a shining star for the County. He praised the tidiness of the plant and expressed pride that the Board supported that kind of infrastructure.

There was no response to the call for public comment.

On motion by Commissioner Jung, seconded by Commissioner Lucey, which motion duly carried on a 5-0 vote, it was ordered that Agenda Item 12 be awarded and approved.

- 18-0631**      **AGENDA ITEM 13** Recommendation to approve an Agreement for Consulting Engineering Services between Washoe County and Carollo Engineers Inc., commencing August 28, 2018 through January 31, 2020, to provide final engineering design and bidding services for the Pleasant Valley Reach 3 Sanitary Sewer Interceptor project within the South Truckee Meadows Water Reclamation Facility service territory [\$838,797]. Community Services. (Commission District 2.)

There was no response to the call for public comment.

On motion by Commissioner Jung, seconded by Commissioner Lucey, which motion duly carried on a 5-0 vote, it was ordered that Agenda Item 13 be approved.

- 18-0632**      **AGENDA ITEM 14** Recommendation to approve Human Services Block Grant: Title XX Subgrant award from the State of Nevada, Department of Health and Human Services, Office of Community Partnerships and Grants in the amount of [\$663,807] to promote reunification, safety, educational support and normalcy for children in care retroactive July 1, 2018 through June 30, 2019; authorize the Agency to execute the Sub-Grant Award and direct the Comptroller's Office to make the necessary budget amendments. Human Services Agency. (All Commission Districts.)

There was no response to the call for public comment.

On motion by Commissioner Jung, seconded by Commissioner Lucey, which motion duly carried on a 5-0 vote, it was ordered that Agenda Item 14 be approved, authorized, and directed.

**18-0633**      **AGENDA ITEM 15** Recommendation to approve grant awards from the Nevada Aging and Disability Services Division for the following Older Americans Act Title III Programs: Representative Payee [\$31,218 match of \$5,510 from ad valorem tax], Case Management [\$175,663 match of \$31,003 from ad valorem tax] and Homemaker Services [\$108,000 match of \$20,012 from ad valorem tax]; and the following State of Nevada Independent Living Programs: Homemaker Services [\$21,600, no match required] and Adult Day Care [\$66,070 match of \$9,911 from ad valorem tax], retroactive from July 1, 2018 through June 30, 2019; and authorize the Agency to execute grant award documents; and direct the Comptroller's Office to make the necessary budget amendments. Human Services Agency (All Commission Districts)

There was no response to the call for public comment.

On motion by Commissioner Jung, seconded by Commissioner Lucey, which motion duly carried on a 5-0 vote, it was ordered that Agenda Item 15 be approved, authorized, and directed.

**18-0634**      **AGENDA ITEM 16** Recommendation to approve the FY18/19 Interlocal Cooperative Agreement for Operation of the Community Assistance Center and Other Homeless Services Among the City of Reno, Washoe County and City of Sparks retroactive for the period of July 1, 2018 to June 30, 2019 in an amount not to exceed [\$2,531,637] for the operation of the Community Assistance Center. Human Services Agency. (All Commission Districts.)

There was no response to the call for public comment.

On motion by Commissioner Jung, seconded by Commissioner Lucey, which motion duly carried on a 5-0 vote, it was ordered that Agenda Item 16 be approved. The Interlocal Cooperative Agreement for same is attached hereto and made a part of the minutes thereof.

**18-0635**      **AGENDA ITEM 17** Recommendation to approve a 2017 Pre-Disaster Mitigation (PDM) grant from the State of Nevada, Division of Emergency Management in the amount of [\$225,000.00 (requires 25% County match of \$75,000.00)]; Grant Term: Retroactive from August 14, 2017 - March 22, 2021; If approved authorize the County Manager or his designee to sign the grant award documents; and authorize the Comptroller's Office to make the appropriate budget amendments. Manager. (All Commission Districts.)

Chair Berkbigler pointed out the grant allowed the County to conduct additional studies of closed-basin flooding. She said Commissioner Herman was involved

in the flooding and added the Board was very concerned with flooding issues; the grant would help address that.

There was no response to the call for public comment.

On motion by Commissioner Jung, seconded by Commissioner Lucey, which motion duly carried on a 5-0 vote, it was ordered that Agenda Item 17 be approved and authorized.

Chair Berkbigler announced the Board would recess for a legal session and would return at 1:00 p.m. to finish the agenda.

**12:30 p.m. The Board recessed.**

**1:02 p.m. The Board reconvened with all Commissioners present.**

**18-0636** **AGENDA ITEM 18** Introduce and conduct a first reading of an ordinance amending Washoe County Code Chapter 110 (Development Code) within Article 302, Allowed Uses, Table 110.302.05.2, Table of Uses (Civic Use Types), specifying that Private School Facilities will be allowed with a board of adjustment special use permit in all regulatory zones except industrial and open space and that Public School Facilities will be allowed in all regulatory zones except industrial and open space with no special use permit required; within Article 304, Use Classification System, Section 110.304.20, Civic Use Types, to add to the definition of Education the sub-definitions of Private School Facilities and Public School Facilities. If supported, set the public hearing for second reading and possible adoption of the Ordinance for September 11, 2018. Community Services (All Commission Districts.)

Nancy Parent, County Clerk, read the title for Bill No. 1809.

Julee Olander, Planner with the Community Services Department, conducted a PowerPoint presentation, a copy of which was placed on file with the Clerk, and reviewed slides with the following titles: Overview and Background; Summary of Proposed Changes (2 slides); Workshop & Public Notice; and Findings & Recommendation.

Ms. Olander mentioned the purpose of the update was to become current with the code that had been updated several years prior due to changes made by the Legislature. She explained the Legislature had decided public schools would be allowed under all zoning classifications without a Special Use Permit or any type of entitlement. She remarked the topic was brought back to the Planning Commission due to concerns about noticing the meeting.

Commissioner Hartung expressed concern that the permitting process would become a formality and these projects would no longer come before the Board of County Commissioners to discuss their impacts. Ms. Olander confirmed he was correct and reminded him the decision was made by Legislature and it affected the entire State, not just Washoe County. She said if a school was being built in a flat area, it could go straight to the building permit phase.

Commissioner Hartung pointed out Spanish Springs had been adversely affected by the construction of two schools and a private daycare center on a two-lane road. He expressed concern that, without coming before the Board, developers could do whatever they wanted without any oversight.

There was no response to the call for public comment.

Bill No. 1809 was introduced by Commissioner Jung on a 5-0 vote, with Commissioner Hartung's frustration at a lack of home rule in Washoe County duly noted, and legal notice for final action of adoption was directed.

**18-0637      AGENDA ITEM 19** Discussion and possible direction to staff as permitted by the Nevada State Legislature regarding bill draft requests submitted by Washoe County, or such legislative issues as may be deemed by the Chair or the Board to be of critical significance to Washoe County for the 2019 Nevada Legislative Session. Manager. (All Commission Districts.)

Assistant County Manager Kate Thomas stated staff did not recommend bringing forward a bill draft request (BDR) at this legislative session. She mentioned the deadline for BDR submissions was Friday, August 31, and indicated staff was already working with certain departments to address specific, smaller issues during the session.

Commissioner Hartung noted the Nevada Association of Counties (NACO) revealed at a prior meeting a number of BDRs they planned to submit, some of which would affect Washoe County; these could also be found in NACO's minutes on their website. Some of the issues these BDRs would address included 911 fees, general improvement district issues for counties with populations less than 100,000, a diesel tax bill, the creation of 501c3 organizations, changing election laws found in Nevada Revised Statute 293.260, and giving snowplows the right of way on roads.

On the call for public comment, Ms. Tammy Holt-Still referenced the high housing costs and suggested the Board put together a bill regarding rent control.

Commissioner Jung stated a BDR was being sponsored by Senator Julia Ratti and Reno Councilwoman Naomi Duerr and Commissioner Jung were working with her on drafting a palatable bill about consumer protection. She explained the County was not using a BDR on the item because the issue was not limited just to one county, it was nationwide.

**18-0638**      **AGENDA ITEM 20** Discussion and possible direction to the County Manager to utilize two or more hours of staff time to establish a County Level Affordable Housing Trust Fund. - Requested by Commissioner Jung. (Strategic Goal - Vulnerable Populations.)

Assistant County Manager Kate Thomas pointed out staff was working with The Enterprise Group who was performing a study which recommended establishing a trust fund. She noted several public comments were made regarding the issue and stated Senator Julia Ratti was also performing a housing study.

Chair Berkbigler asked whether this item would allow the County to work in conjunction with The Enterprise Group and Senator Ratti so they could benefit from a bigger study. Ms. Thomas answered it would and the County could package working with them into that staff time.

Commissioner Hartung expressed concern about how the County would fund this and indicated many constituents could not afford additional taxes. He stressed the need for a bigger-picture discussion about how to fund this in the region.

On motion by Commissioner Lucey, seconded by Commissioner Hartung, which motion duly carried on a 5-0 vote, it was ordered that Agenda Item 20 be approved.

**18-0639**      **AGENDA ITEM 21** Approve an Amendment to the 2017 Rules of Procedures - Washoe County Board of Commissioners to amend Section 5.6 to allow commissioners prioritized requests for use of staff time. Manager. (All Commission Districts.)

Assistant County Manager Dave Solaro said he was tasked with streamlining the Commissioner request process. He stated Washoe 311 could be used for task-based requests to get answers back to constituents quickly. He indicated many of the remaining items would take more than two hours to address. He remarked staff worked with each Commissioner on three priorities in conjunction with the County's strategic planning objectives. He emphasized the importance of prioritization so staff could concentrate on each Commissioner's top three concerns.

Mr. Solaro noted if the Board agreed with the policy, changes would need to be made to the rules of procedures for the Board of County Commissioners (BCC) to eliminate the two-hour rule. The time it would typically take staff to prepare staff reports could be used to handle top-priority items. He remarked if a Commissioner disagreed with another Commissioner's priority, there was still a process within the rules of procedures where a Commissioner could request an item be discussed at a BCC meeting. He stressed they wanted to streamline the process so important issues could be addressed immediately.

Chair Berkbigler asked how priority items would be removed if another issue needed to be designated a top-three priority. Mr. Solaro said he would prefer that Commissioner inform him which priority should get bumped, but staff would follow up after the meeting to determine that if necessary.

Commissioner Lucey agreed they needed a more efficient use of staff time to accomplish tasks but expressed concern about limiting the number of top priorities to only three. He stated not all issues requested by a Commissioner were handled within a two-week period and he wanted accountability that priority requests would be fulfilled. He referenced gap studies and cargo containers as two issues that had no resolution despite numerous discussions. He suggested there needed to be flexibility in the number of priorities if certain ones could not be completed in a realistic timeframe. He said he was troubled by the wording in the staff report. He pointed out some priorities were district-specific but others were County-wide; he asked whether he should give up one of his priorities for a County-wide issue.

Commissioner Hartung took issue that the phrasing of the agenda item subliminally directed the Commissioners to approve the amendment. He thought limiting the priorities to three would create conflicts when there was a need to respond to an emergency. He suggested having a discussion about Commission priorities. He acknowledged staff was inundated but it could be hard to identify priorities. He explained as certain issues came up, other priorities would be pushed to the back burner. He was not supportive of the item.

Chair Berkbigler pointed out three priorities per Commissioner would result in 15 high-priority items. She expressed concern about County-wide issues such as sewer capacity; it may not be any one Commissioner's top priority but it was clearly a priority for the County. She stated that issue needed more clarification and suggested bringing the topic back on a later agenda.

Commissioner Hartung suggested he and Commissioner Lucey could meet with staff to discuss a hybrid process, to which Commissioner Lucey agreed.

Chair Berkbigler asked for the topic to come back before the Board after the Commissioners had a chance to discuss it with staff. She emphasized the need for best practices about key growth problems like sewer capacity. Commissioner Lucey added it was not limited to sewer capacity but the impacts of other regional strategic plans such as waste management. He sought clarity about those priorities items.

Commissioner Hartung agreed and added he had conversations with Mr. Solaro and Director of Engineering and Capital Projects Dwayne Smith about sewer capacity in the greater region. Commissioner Hartung asked whether the Board was allowed to give permission for he and Commissioner Lucey to meet with staff on this item. Deputy District Attorney Paul Lipparelli replied Commissioners could choose the time and place to meet with staff if they so desired. He pointed out the agenda dealt with amending the rules to allow the prioritization of staff time among Commissioners.

Commissioner Hartung stated that, although it was not listed in the staff report, the recommendation was to return to the Board with a hybrid of staff's requests. Chair Berkbigler said they would not make a motion to pass the item and staff would have a discussion with the Commissioners.

There was no response to the call for public comment.

- 18-0640**      **AGENDA ITEM 22** Public hearing: Appeal of the Washoe County Board of Adjustment's denial of Special Use Permit Case Number WSUP18-0006 (Arrowcreek Middle School Grading). The project includes major grading of an area of approximately ±28.4 acres with ±247,980 cubic yards of cuts and ±251,748 cubic yards of fill and to allow slopes greater than 10 feet in height to facilitate the construction of a new Middle School. The Board of County Commissioners (Board) may affirm, reverse, or modify the decision of the Board of Adjustment. The applicant is Washoe County School District and property owner is United States of America. The site is on the north side of Arrowcreek Parkway, west of the intersection with Thomas Creek Road and east of Crossbow Court. The Assessor's Parcel Number is 049-010-29. The Master Plan Category is Suburban Residential (SR) and the Regulatory Zone is Low Density Suburban (LDS). The project is located within the Southwest Area Plan and within the South Truckee Meadows/Washoe Valley Citizen Advisory Board boundary. The request is authorized by WCC Chapter 110, Article 438 Grading and special use permit request comes under WCC Chapter 110, Article 810, Special Use Permit. Community Services. (Commission District 2.)

The Chair opened the public hearing and requested a presentation from staff.

Planner Julee Olander stated the agenda item was an appeal for the Arrowcreek Middle School grading. She explained that on June 7 the item went before the Board of Adjustment (BOA) which was unable to make the findings and denied the special use permit (SUP) for the grading. The Washoe County School District (WCSD) Board appealed the decision on June 14. She reviewed the specifics pertaining to cubic yards of cuts and fill that would facilitate construction for slopes greater than 10 feet in height. She conducted a PowerPoint presentation and reviewed slides with the following titles: Appeal; Background; Overview; Vicinity Map; Site Plan; Slope Map; Analysis; STMWV CAB & Public Comment; Updated Information; Additional Conditions; Updated Conditions; Possible Motion; Agency Review & Noticing; Looking West from Site; and Looking East from Site.

Lumos and Associates Planning Group Manager Angela Fuss, on behalf of the WCSD, stated the request was for a SUP to grade property for a new middle school; a school was an allowed use for the zoning district. She conducted a PowerPoint

presentation and reviewed slides with the following titles: Project Background; Land Acquisition History; Site Design Modifications; Seismic Considerations; Slope Considerations; Drainage Design; Detention Design; Traffic Considerations; Parking Considerations; Landscape Design; Findings; Conditions of Approval; and Questions.

She stated the WCSD was exceeding code requirements to ensure consistency. She explained the United States Forest Service (USFS) had an education land grant process for land to be granted for the use of public schools. She said the WCSD had worked on the process over the past year. She stated the property was a total of approximately 90 acres and the WCSD would acquire and control 60 acres of the parcel.

Commissioner Hartung requested clarity that the acreage consisted of approximately 91.46 acres, which Ms. Fuss confirmed. Commissioner Hartung stated he understood 28.4 acres would be graded and wondered whether that was the entire footprint of the school. Ms. Fuss explained a large portion of the property would be left undisturbed as open space.

Ms. Fuss continued her presentation by stating modifications to drainage and traffic issues were enhanced in the site design. She said initially when the request was submitted to the USFS there were three potential schools and that was the reason for a 90-acre parcel to be considered for acquisition. She indicated the project was scaled down so at any point in the future there would only be one school located on the site. Some of the modifications included additional parking and a traffic signal at the Thomas Creek Road and Arrowcreek Parkway intersection. She said another concern was the property was located on significant faults with seismic activity. She stated that had not stopped development in the area. Referring to the slide of the proposed site plan, she indicated the structures would be located between two fault lines.

Ms. Fuss stated slopes were another concern and referred to slide six of her presentation. She noted the proposed grading plan conformed to code by staying within slopes of 30 percent. She said the drainage design onsite was an infiltration system that would capture water and carry it to a detention area. She stated the proposed design would detain three times more water than the current detention area. She said the detention area would capture and meter the flow of water during weather events. She stated a new private road would be added to provide access from Crossbow Court to Thomas Creek Road and would include additional parking on each side. The private road was not intended to be used as a thoroughfare but she said it could be used if Arrowcreek Parkway was not accessible. She indicated buses would have a dedicated road to drop off and pick up students. She expressed it should be easy to meet the findings to overturn the BOA's decision.

In response to Commissioner Hartung's inquiry, Ms. Fuss stated the WCSD would maintain and control the private road adjacent to the school.

Replying to another of Commissioner Hartung's questions, WCSD Chief Facilities Management Officer Adam Searcy indicated the detention ponds and all improvements onsite would be owned and maintained by the WCSD.

Commissioner Hartung wondered whether the roads and parking lots would contain pervious asphalt. Mr. Searcy indicated an onsite infiltration system similar to a French drain would capture and divert water to designated areas. Commissioner Hartung questioned whether the WCSD had considered using pervious asphalt. Mr. Searcy did not believe any WCSD projects utilized pervious asphalt.

Commissioner Hartung referred to the presentation on drainage design and asked for an explanation of how the detention area would triple the capacity. Mr. Searcy replied the WCSD reviewed the requirements in the code regarding impact mitigation and determined the most cost effective way to improve drainage and parking concerns.

Commissioner Hartung spoke about a gap funding study that determined gaps in required infrastructure. He said the amount of water that flowed from developed property should be at least the same amount that flowed from undeveloped property. He stated that was forced by code, but any increase to water flows from property after development would be very beneficial to the community.

Chair Berkbigler reminded the Board to stay on the topic of grading.

Commissioner Lucey inquired about storm drainage near Crossbow Court and Arrowcreek Parkway, and said a drain at Arrowcreek Parkway flowed to the subject parcel. He asked whether there was a plan to address that storm water.

Mr. Searcy said there was some storm water detention in the northwest corner associated with the private roadway. He stated the drainage continued to the north and east and continued into a subdivision. He noted when the drainage way was bridged with the private roadway, a culvert would be placed to provide some detention of storm water as well as reduce the peak flow volumes downstream. He indicated the other side of the property would have a similar design.

On the call for public comment, the following individuals spoke against the appeal of SUP Case Number WSUP18-0006 (Arrowcreek Middle School grading): Mr. Steve Wolgast; Ms. Kimberly Gomez; Ms. Pamela Neutschil; Mr. George M. Thiel, P.E.; Mr. Craig Meckley; Mr. Charles Johnson; Ms. Donna Santos; Mr. David Keyes; Ms. Donna Keyes; Ms. Mary Love; and Mr. Louis S. Test. The following individuals provided documents, which were placed on file with the Clerk: Mr. Steve Wolgast; Mr. George M. Thiel, P.E.; Mr. Charles Johnson; Mr. Craig Meckley; Mr. David Keyes; and Ms. Donna Keyes.

The concerns of the above-mentioned individuals included: the design of the school was not complete and had not yet been submitted to the Planning Commission; deficient drop-off and pick-up areas; possible increases in flooding; the risk of erosion

within the immediate development area; inadequate drainage; seismic fault lines present in two locations of the parcel; fault lines crossing through the detention pond location; the need for multiple detention ponds; excessive traffic; the transfer of land before the WCSD resolved flooding and drainage issues; the lack of evacuation routes if a fire threat occurred; and ingress and egress issues.

Commissioner Lucey asked whether the WCSD had officially acquired the piece of property from the USFS. Mr. Searcy replied they had not but the final public review period associated with the acquisition was scheduled to close at midnight on August 31. He anticipated a letter from the USFS regarding the transfer of land during the first week in September.

Commissioner Lucey felt the concerns of the public regarding the discharge from Arrowcreek Parkway and the southern development were not unreasonable. He stated he lived in that area since 1982 and knew the area. He wanted to know what the WCSD planned to do with the discharge out of the storm water drain. He said staff received a letter alleging discharge drains had been sealed off. He asked Mr. Searcy whether this issue had been addressed.

Mr. Searcy agreed the resident concerns were reasonable and valid, which was why the design went above and beyond in detaining storm water volumes and improving the situation for the people downstream of the property. He stated they used conservative design assumptions and would use conservative construction assumptions and calculations in an effort to reduce downstream flows from the existing conditions.

Commissioner Lucey asked about the impacts to the timeline and process if this item was to be delayed. Mr. Searcy said the SUP was on appeal from the BOA and was subject to an objection through the USFS acquisition process that yielded an additional 30-day public review period. He stated each issue delayed the start of construction and said construction would take upwards of 18 months; they risked opening the school a year later than planned. He clarified there had been discussion about final details; this item only dealt with the SUP for grading. The appellant would still need to go through a permit review by staff and they could not begin construction until they had the formal permits.

Commissioner Lucey asked staff to address the significant drainage at Thomas Creek, which was west of the site. He wondered if staff was working with the WCSD to address the grading issues.

Director of Engineering and Capital Projects Dwayne Smith stated he met with Mr. Theil, Mr. Meckley, and WCSD staff to look at drainage issues. He mentioned there was a culvert pipe under Arrowcreek Parkway which was closed in response to past flooding issues. He asked staff to look at the perpetuation of the closure of that pipe to see whether there were any downstream drainage impacts. In talking with the WCSD's design engineer, he understood their design fully took into account the additional drainage through that culvert pipe. He said if staff could find a way to maintain the

perpetuation of the drainage channel of the south side of Arrowcreek Parkway and not have it affect downstream users, it would reduce the volume of water entering the USFS property and Mr. Meckley's property. He acknowledged there were impacts under current conditions whether or not the culvert pipe was closed. He said it was unfortunate but flooding could occur anywhere.

Mr. Smith said that under the current conditions there was no way to mitigate any of these potential impacts. He felt the situation could improve since the school designer would address offsite flows and additional onsite flows through a combination of onsite low impact development design standards (LIDS) and detention. Ultimately, Washoe County Code had to be followed and his staff reviewed projects to ensure the code was met. He said his staff assured him code was met and the design engineer confirmed they went above and beyond to address the issues. He felt confident there was a beneficial approach to reducing the impact of drainage on the residential areas. He said he could not guarantee there would never be impacts if the school was built, but he knew based on the proposed design, the planned improvements would benefit the downstream properties. He said there were other areas in Washoe County with similar situations and if he had the funding to build detention basins to do what was being proposed in this area, it would bring a significant benefit.

Deputy District Attorney Paul Lipparelli asked Mr. Smith whether he had reviewed the report from George Thiel that was distributed to the Board. Mr. Smith replied he had not reviewed it in detail as he just received the report.

Commissioner Hartung disclosed Mr. Thiel was his client many years prior. He expressed his concerns about ingress and egress on Thomas Creek Road and that the road was not being widened. Traffic in the area would be an issue twice a day and he wanted that to be addressed. He was concerned that the WCSD did not yet own the property and the plans were still in the review process by the USFS. He wondered what would happen if the Forest Service decided not to release the land and grading had already started. He stated he did not want to delay the building of a school but he wanted to ensure impacts were mitigated prior to development.

Commissioner Jung asked Mr. Searcy if the School District would begin work on property that they did not own. Mr. Searcy explained it would not be allowed to start work without owning the property.

Commissioner Hartung asked if grading had occurred at a school location in Sun Valley before the land was fully acquired from the Bureau of Land Management. Mr. Searcy said it was similar to the current situation and a grading permit would not be issued until the acquisition was complete.

Chair Berkbigler asked whether the detention pond would have water in it all the time. Mr. Searcy stated it would be rare for water to be present unless a larger event occurred; the pond would continuously discharge water until empty, which would be a rapid process.

Chair Berkbigler expressed concern about seeing large body of water near her house and said she was glad that would not be the case. She hoped it would drain faster than Swan Lake.

Commissioner Lucey brought up the aesthetic qualities of the detention pond that would back up to the properties on Companion Court. He noted a big rock wall had been built at Sky Ranch and he wanted to know what the plans were for the detention pond. Mr. Searcy stated the wall would be a curvilinear design for articulation with walls to blend into the natural topography. He indicated nature that was disturbed would be revegetated with native seeds maintained by the WCSD. An exhibit in the presentation indicated over 500 trees and 2,500 shrubs would be planted on the site.

Commissioner Lucey said the shrub plan was for the entire project and specified he wanted to know where the detention pond locations were planned and to see renderings of the drainage plans and detention ponds. He thought it made a world of difference to the residents. He wanted assurance that property was being protected and not degraded for individuals who had been there for 30 to 40 years. He said he wanted to support this and see the school built, but there were challenges that were not addressed. He asked staff whether the item could be brought back at another time if it was delayed.

Planning Manager Trevor Lloyd said the process depended on the Board's direction. He stressed it would be a challenge to get this item on the next meeting if it was continued because adequate time would be needed to gather the requested information. He wanted clear direction from the Board as to what the Commissioners wanted to see such as additional graphics or reports. He thought the item could be heard again in early October.

Chair Berkbigler wondered whether the item could be heard at the September 18, 2018 meeting and if that would allow enough time to work with the WCSD on drainage issues. She said she supported the school and praised the location but she acknowledged they needed to be cognizant of water concerns.

**2:48 p.m.      Commissioner Jung left the meeting.**

Chair Berkbigler indicated continuing the item until September 18 would not delay the process too long and noted the WCSD should have Forest Service approval by then. She suggested the WCSD work with Commissioner Hartung to assess the viability and cost of permeable asphalt to address runoff concerns. She asked whether they needed to make a motion to that effect. Mr. Lipparelli replied typically the Board's options on an appeal were to uphold, reverse, or modify the decision made by the inferior board. He mentioned continuances could be accommodated but only with consent of the parties to the appeal because those parties had a right to a decision.

Chair Berkbigler stated the Commissioners were generally supportive of the school being built at the subject location and did not want to delay construction

another year, but she felt working through some of the concerns would be the best solution.

Chief Operating Officer for the WCSD Pete Etchart acknowledged he had trouble speaking on behalf of the entire District. He agreed with Mr. Smith's comments regarding drainage and stated staff worked incredibly hard to address the issue. Citing the significant reduction in peak flows quoted earlier in the meeting, he remarked he wished to see similar plans in other areas. He mentioned the District would not object to continuing the item and stressed they wanted to continue being transparent about addressing these concerns. He stated they could reduce the size of the dam by many feet but that would not help the drainage in the area; having a 12 foot detention dam was how they could reduce peak flow impacts. He welcomed further discussion but emphasized they believed in the design.

Chair Berkbigler lauded the WCSD, Ms. Fuss, and Mr. Smith, but reiterated two Commissioners still had concerns about drainage. She noted the continuance would only delay the process by a couple of weeks.

Commissioner Hartung expressed additional concern about traffic patterns and ingress/egress points.

Commissioner Lucey commended Mr. Etchart and Mr. Searcy for providing him with information. He suggested putting the item on hold until the property was actually transitioned to the WCSD and some of the concerns were addressed. He said discussions with impacted residents needed to occur before the item returned to the Board. He acknowledged every District faced stormwater challenges and said the County needed to address those challenges in a smart and sensitive way. He commented he was not too concerned with traffic and his major concern was potential property damage for residents downstream of the development.

Mr. Lipparelli stated the appeal was filed on June 14 and the Board had 60 days from when the appeal was deemed complete to hold a hearing. He stated if the Board decided to continue the hearing to a date agreed to by the WCSD, they could resume the hearing without having to give additional notice.

Chair Berkbigler proposed continuing the item until September 18 and Mr. Etchart agreed to that date. Commissioner Hartung asked what would happen if that was not enough time to resolve the issues. Chair Berkbigler said they would address that scenario at the September 18 meeting.

On motion by Commissioner Lucey, seconded by Commissioner Hartung, which motion duly carried on a 4-0 vote with Commissioner Jung absent, it was ordered that Agenda Item 22 be continued until September 18 and after the transference of property from the United States Forest Service was complete.

**18-0641**      **AGENDA ITEM 23** Public Hearing: Second reading and adoption of an ordinance amending Washoe County Code Chapter 2 by adopting Supplement Number 14 to the Washoe County Code and all clerical and technical corrections made therein. District Attorney. (All Commission Districts.)

Assistant County Manager Kate Thomas introduced the public hearing.

Nancy Parent, County Clerk, read the title for Ordinance No. 1622, Bill No. 1808.

There was no response to the request for public comment.

On motion by Commissioner Lucey, seconded by Commissioner Herman, which motion duly carried on a 4-0 vote with Commissioner Jung absent, Chair Berkbigler ordered that Ordinance No. 1622, Bill No. 1808, be adopted, approved and published in accordance with NRS 244.100.

**18-0642**      **AGENDA ITEM 24** Possible Closed Session for the purpose of discussing labor negotiations with Washoe County and Truckee Meadows Fire Protection District per NRS 288.220.

Assistant County Manager Kate Thomas announced there was no need for a closed session.

**18-0643**      **AGENDA ITEM 25** Public Comment.

Mr. Dave Keyes referenced a fault study presented to the Washoe County School District in January and said the faults were part of the Mount Rose fault section, the single most likely candidate to generate a damaging earthquake. He stated there was a 70 percent probability of the zone producing a magnitude 6 or greater earthquake in the next fifty years. He wanted that information used for proper planning and to help the Board make its decision. He remarked traffic and parking were still concerns in the area and traffic would not be able to disburse on the proposed site.

Ms. Tammy Holt-Still noted the Board voted to approve \$100,000 for a bird study but she claimed no maintenance had been done on the dock; she asked where that money had been spent. She expressed concern about the condition of the dock, the nature study, and the access road to the nature study. She referenced one elderly veteran in the area was still not back in his home.

**18-0644**      **AGENDA ITEM 26** Announcements/Reports.

There were no comments from the County Manager or the Commissioners.

\* \* \* \* \*

**3:07 p.m.** There being no further business to discuss, the meeting was adjourned without objection.

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**MARSHA BERKBIGLER**, Chair  
Washoe County Commission

ATTEST:

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**NANCY PARENT**, County Clerk and  
Clerk of the Board of County Commissioners

*Minutes Prepared by:  
Derek Sonderfan and Doni Gassaway, Deputy County Clerks*

**WASHOE COUNTY COMMISSION**

1001 E. 9th Street  
P.O. Box 11130  
Reno, Nevada 89520  
(775) 328-2005

**RESOLUTION**

**ADOPTING AMENDMENTS TO THE WASHOE COUNTY MASTER PLAN,  
RENO-STEAD CORRIDOR JOINT PLAN, (CITY OF RENO PLANNING CASE NUMBER  
LDC18-00026), AND RECOMMENDING ITS ADOPTION TO THE TRUCKEE MEADOWS  
REGIONAL PLANNING AGENCY**

**WHEREAS,**

- A. In accordance with NRS 278.150, the Washoe County Master Plan was adopted by the Washoe County Planning Commission and the Washoe County Board of County Commissioners as a long-term general plan for the physical development of the County;
- B. In accordance with NRS 278.210 through 278.320 amendments to that plan are to be adopted by the Planning Commission who also makes certain recommendations to the Board of County Commissioners, and based on the recommendations of the Planning Commission, the Board of County Commissioners makes certain determinations and adopts such parts of the Master Plan as may practicably be applied to the development of the county for a reasonable period of time next ensuing (NRS 278.220);
- C. Master Plan Amendment, Case Number LDC18-00026, came before a joint meeting of the City of Reno Planning Commission and the Washoe County Planning Commission for a duly noticed public hearing on April 26, 2018;
- D. The planning commissions heard public comment and input from both staff and the public, as well as the applicant, regarding the proposed master plan amendments;
- E. The Washoe County Planning Commission gave reasoned consideration to the information it received regarding the proposed master plan amendments;
- F. The Washoe County Planning Commission believed it could not make at least three of the five findings to support adoption of the proposed Master Plan Amendment Case Number LDC18-00026, as set forth in NRS chapter 278 and Washoe County Code Chapter 110 (Development Code), Article 820:

Washoe County Code Section 110.820.15 (d) Master Plan Amendment Findings

1. Consistency with Master Plan. The proposed amendment is in substantial compliance with the policies and action programs of the Master Plan.

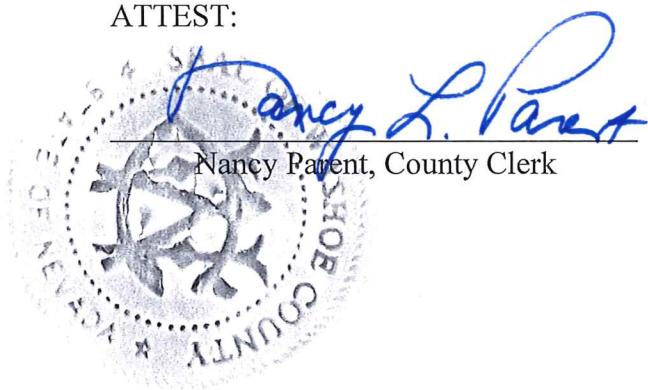
18-047-0603

ADOPTED on August 28, 2018, to be effective subject to a conformance determination by the Truckee Meadows Regional Planning Commission and the approval of an amendment to the Truckee Meadows Regional Plan.

WASHOE COUNTY BOARD OF COUNTY COMMISSIONERS

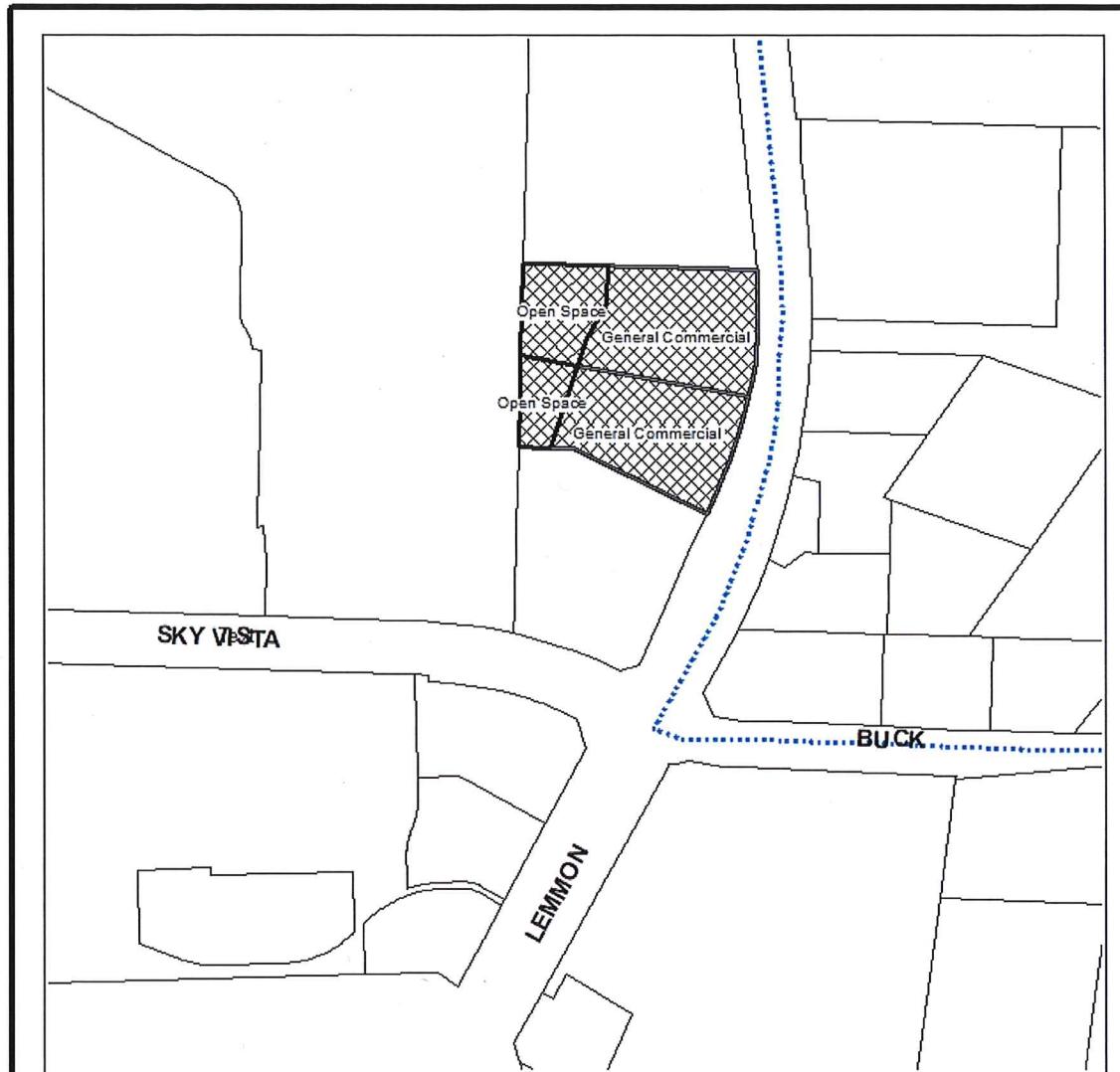
By: Marsha Berkbigler  
Marsha Berkbigler, Chair

ATTEST:



Nancy Parent, County Clerk

EXHIBIT A  
FOR BCC RESOLUTION



**LDC18-00026**  
**(United Federal Credit Union MPA)**



From: SPA/Reno Stead Corridor Joint Plan  
±2.57 acres of Low Density Suburban/Rural Residential  
(1 - 2.5 acre lots)

±1.02 acres of Open Space

To: SPA/Reno Stead Corridor Joint Plan

±2.73 acres of General Commercial  
±0.86 acres of Open Space



City Limits



0 80 160 320  
Foot  
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For additional information, please  
contact the City of Reno  
Community Development Department  
Map Produced: March 2018



Community Development  
Department

1 East 1st Street Phone: 321-8309  
P.O. Box 1900 Fax: 334-2043  
Reno, NV 89505 www.reno.gov



## WASHOE COUNTY COMMISSION

1001 E. 9th Street  
P.O. Box 11130  
Reno, Nevada 89520  
(775) 328-2005

### RESOLUTION

**TO SPONSOR AN AMENDMENT TO THE RENO-STEAD CORRIDOR JOINT PLAN PURSUANT TO NRS 278.02786, TO REMOVE TWO PARCELS IDENTIFIED AS APN 081-031-39 AND 081-024-08 (559.3 ACRES) FROM THE RENO-STEAD CORRIDOR JOINT PLAN AND RE-DESIGNATE THE PARCELS AS PART OF THE CITY OF RENO MASTER PLAN.**

**(CITY OF RENO CASE NUMBER LDC17-00043)**

**WHEREAS,**

- A. The Truckee Meadows Regional Plan identifies the Reno-Stead Corridor Joint Plan as a part of the City of Reno Master Plan and The Washoe County Comprehensive Plan – North Valleys Area Plan;
- B. The Reno-Stead Corridor Joint Plan was a 20 year plan, adopted in 1996, and last amended in 2010;
- C. Since the adoption of the Reno-Stead Corridor Joint Plan the City has adopted a Cooperative Planning Area Overlay District that codifies many of the compatibility standards found in the Reno-Stead Corridor Joint Plan;
- D. The subject properties identified as APN 081-031-39 and 081-024-08 are currently located within the Reno-Stead Corridor Joint Plan;
- E. The subject properties were annexed into the City of Reno in 2009 and are located within the Cooperative Planning Area Overlay District;
- F. The Washoe County Planning Commission believed it could not make at least three of the five findings supporting adoption of the proposed Master Plan Amendment Case Number LDC17-00043, as set forth in NRS chapter 278 and Washoe County Code Chapter 110 (Development Code), Article 820:

Washoe County Code Section 110.820.15 (d) Master Plan Amendment Findings

1. Consistency with Master Plan. The proposed amendment is in substantial compliance with the policies and action programs of the Master Plan.
2. Compatible Land Uses. The proposed amendment will provide for land uses compatible with (existing or planned) adjacent land uses, and will not adversely impact the public health, safety or welfare.
3. Response to Change Conditions. The proposed amendment responds to changed conditions or further studies that have occurred since the plan was adopted by the

10090-1  
18

Board of County Commissioners, and the requested amendment represents a more desirable utilization of land.

4. Availability of Facilities. There are or are planned to be adequate transportation, recreation, utility, and other facilities to accommodate the uses and densities permitted by the proposed Master Plan designation.
  5. Desired Pattern of Growth. The proposed amendment will promote the desired pattern for the orderly physical growth of the City and guides development of the City based on the projected population growth with the least amount of natural resource impairment and the efficient expenditure of funds for public services.
- G. The Washoe County Planning Commission denied the requested amendment by a vote of at least 2/3 of the total membership of the Washoe County Planning Commission;
- H. The Washoe County Board of Commissioners heard the matter on appeal from the Planning Commission's vote of denial at a public hearing held July 30, 2018, at a joint meeting with the Reno City Council and Washoe County Board of County Commissioners;
- I. The Washoe County Board of Commissioners, after giving due consideration to the record including the hearing conducted before it on July 30, 2018, decided that the findings listed above could in fact be made and voted to approve the proposed amendment;
- J. During the joint public hearing, the Council voted to uphold the Reno Planning Commission's denial of the request to re-designate the properties to the ReImagine Reno Master Plan designations;
- K. Approval of the Master Plan Amendment will change the current Washoe County Master Plan Designations of Rural and Rural Residential to the comparable City of Reno Master Plan Designation Unincorporated Transition (416.3 acres) and Large Lot Neighborhood (143 acres); and
- L. Should the two subject properties be removed from the Reno-Stead Corridor Joint Plan, any future Master Plan amendments would be reviewed and approved by the City of Reno and the Truckee Meadows Regional Planning Agency.

**NOW THEREFORE BE IT RESOLVED,**

That this Board of County Commissioners does hereby adopt a Resolution sponsoring the request to amend the Reno-Stead Corridor Joint Plan, a part of the City of Reno Master Plan and the Washoe County Comprehensive Plan – North Valleys Area Plan, to remove the two subject parcels from the Joint Plan as provided in City of Reno Case Number LDC17-00043.

ADOPTED on August 28, 2018, to be effective upon approval of the amendment by the Truckee Meadows Regional Governing Board.

WASHOE COUNTY BOARD OF COUNTY COMMISSIONERS

By: Marsha Berkbigler  
Marsha Berkbigler, Chair

ATTEST:

 Nancy L. Parent  
Nancy Parent, County Clerk

EXHIBIT A  
FOR BCC RESOLUTION  
RENO STEAD CORRIDOR JOINT PLAN AMENDMENT



LDC17-00043  
(Echeverria Peavine Property)

 From: Special Planning Area/Reno-Stead Corridor Joint Plan/High Density Rural (5 to 2.5 acre minimum lot size) on ±143.0 acres (maximum 57 dwelling units) and Special Planning Area/Reno-Stead Corridor Joint Plan/ General Rural (1 dwelling unit per 40 acres) on ±416.3 acres (maximum 10 dwelling units)

To: City of Reno Large Lot Neighborhood (LL) on ±158.74 acres and Unincorporated Transition (UT) on ±400.56 acres.

 City Limits



0 375 750 1,200  
Feet

The information herein is approximate and is intended for display purposes only. Reproduction is not permitted. For additional information, please contact the City of Reno Community Development Department. Map Produced: April, 2018



Community Development  
Department

1 East 1st Street Phone: 321-5329  
P.O. Box 1500 Fax: 334-2043  
Reno, NV 89505 www.reno.gov

**NLTFPD INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING,  
MONITORING AND SUPPRESSION PERSONNEL AND EQUIPMENT**

**THIS INTERLOCAL AGREEMENT**, hereinafter referred to as "Agreement", is made and entered by and between the County of Washoe, a political subdivision of the State of Nevada, on behalf of the Washoe County Sheriff's Office, 911 Parr Boulevard, Reno, NV 89512, hereinafter the "WCSO" and the North Lake Tahoe Fire Protection District, 866 Oriole Way, Incline Village, NV 89451, hereinafter the "NLTFPD." The parties to this agreement also may be referred to as "participating agency" or "participating agencies."

WHEREAS, each of the parties are public agencies and political subdivisions of the State of Nevada; and

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

WHEREAS, the WCSO owns and operates an HH1-H helicopter on which a water tank for fire suppression can be affixed, as well as two OH-58 helicopters which aircraft are suitable for use for aerial observation purposes; and

WHEREAS, the NLTFPD is responsible for wildland fire monitoring and suppression within its respective areas of unincorporated Washoe County; and

WHEREAS, aerial fire monitoring and suppression instituted by the NLTFPD can be done more cost-effectively using the aerial resources of the WCSO; and

WHEREAS, the parties desire that the WCSO respond for the purposes of aerial wildland fire monitoring and suppression for NLTFPD, which response shall include such mutual training exercises as the parties to this Agreement shall agree are necessary to provide the level of service and margin of safety appropriate for such purposes; and

WHEREAS, NLTFPD's respective lands all pose fire dangers at times and, therefore, NLTFPD agrees to participate in portions of the administration and costs of the duties and obligations to the WCSO as set forth in this Agreement;

NOW, THEREFORE, based on the foregoing premises and the following covenants, terms and conditions, the parties hereto do hereby agree as follows:

1. **TERM:** This Agreement shall commence upon acceptance by all parties and shall terminate on June 30, 2019.
2. **TERMINATION:** Any party may terminate this Agreement without cause, solely as to its duty and obligation hereunder, upon 90 days written notice to all other parties. Any party may terminate this Agreement for cause, solely as to its duty and obligation hereunder, after 30 days written notice to the defaulting party(ies) only if the defaulting party(ies) fail to cure the default

**NLTFPD INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING  
AND SUPPRESSION PERSONNEL AND EQUIPMENT**

within those 30 days. The notice shall specify the cause alleged as the basis for said termination. In the event any party terminates this Agreement for cause, the Agreement shall remain in force and effect with other parties who have not taken action to terminate.

**3. AGREEMENT AS TO PERSONNEL AND EQUIPMENT  
AND OPERATING PROTOCOLS AND PROCEDURES:**

*A. Aircraft and Equipment:*

1. The WCSO shall provide, when requested, NLTFPD a helicopter, and possibly other aircraft, if made available by WCSO, (hereinafter collectively referred to as "helicopter") for the use of NLTFPD for monitoring and fire suppression purposes during fire season. For purposes, of this Agreement, "fire season" shall be defined as commencing as of April 1 and ending as of October 31 during the applicable calendar year. Except as specifically otherwise provided in this Agreement, the duties and obligations of NLTFPD and WCSO in regard to said Aircraft and Equipment only apply during the fire season as so defined. WCSO as owner of helicopter and shall maintain the helicopter to applicable standards applicable to the allowed uses established by this Agreement, including standards referenced herein, and assure its availability to NLTFPD during the Fire Season.
2. The helicopter provided shall be configured as follows:
  - a. A Type 2 helicopter, which aircraft shall be configured to meet ICS 420-1 minimum standards for a Type 2 helicopter, including but not limited to:
    - 10 seats, including pilot;
    - 2,500 pound card weight capacity; and
    - 300 gallons of water capacity.
  - b. Include a fixed water tank capable of two (2) drops per sortie and equipped with a self-filling snorkel device.
3. The helicopter and any other aircraft provided pursuant to this Agreement shall be equipped, maintained and operated under all applicable Federal Aviation Agency (FAA) regulations.
4. The helicopter provided pursuant to this Agreement shall be operated, maintained and secured within the guidelines of the Federal Excess Personal Property (FEPP) Program and its sponsors, the United States Forest Service, hereinafter referred to as the "USFS" and the Bureau of Land Management, hereinafter referred to as the "BLM."
5. The WCSO shall provide pilots for any helicopter and all other aircraft provided pursuant to the terms of this Agreement and shall be responsible to assure that such pilots have proper training and adequate supervision to accomplish the allowed uses established by this Agreement.

NLTFPD INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING  
AND SUPPRESSION PERSONNEL AND EQUIPMENT

6. All pilots provided by the WCSO shall have current commercial licenses. For firefighting missions that involve federal lands, the pilots shall also have current permits and approvals (carding) from USFS and BLM for firefighting missions.
7. The WCSO shall notify NLTFPD of the schedule for inspections of any of the helicopter, including other aircraft made available, as provided by the WCSO to NLTFPD during the term of this Agreement and allow NLTFPD representatives to attend the card review procedures. This inspection is for informational purposes and does not impose any form of duty or liability on NLTFPD to ascertain fitness for purpose or to confirm adequate maintenance has been performed.
8. The WCSO shall also supply, if requested by NLTFPD, and for additional cost, necessary supporting equipment for the helicopter, including but not limited to, an approved fuel-servicing vehicle sufficient to sustain eight (8) hours of helicopter flight under firefighting conditions. The fuel-servicing vehicle shall be inspected by NLTFPD and WCSO shall comply with all fire, vehicle and other applicable codes related thereto. This inspection is for informational purposes and does not impose any form of duty or liability on Fire Districts to ascertain fitness for purpose or to confirm adequate maintenance has been performed.
9. Any helicopter supplied pursuant to this Agreement shall be operated in accordance with the "Interagency Helicopter Operations Guide" (IHOG).
10. NLTFPD shall provide a helicopter manager, either a NLTFPD employee or through a cooperative agreement with another agency, anytime a helicopter is requested from the WCSO under the terms of this Agreement.

*B. Operations*

1. NLTFPD shall appoint a designated helicopter manager for all operations for which a helicopter is requested pursuant to this Agreement. The helicopter manager shall be responsible for the administrative and tactical functions of the aircraft. Although NLTFPD may select a helicopter manager based on its own selection criteria NLTFPD will consult with the WCSO regarding the Selection.
2. The helicopters subject to this Agreement will be based at the Reno-Stead Airport. NLTFPD may, at its, option designate alternate bases for temporary operation. NLTFPD shall be responsible for the cost of flight time to and from the alternate base so designated.
3. NLTFPD may have interagency and cooperative-agreements with other local, state and federal agencies and may dispatch the helicopter to supply automatic and mutual aid pursuant to contracts with those agencies. The WCSO consents to the use by NLTFPD of the WCSO personnel and equipment designated in this Agreement pursuant to those agreements for wildland fire monitoring and suppression activities within the County of Washoe. Operations for such purposes

NLTFPD INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING AND SUPPRESSION PERSONNEL AND EQUIPMENT

outside of Washoe County may not be undertaken without the prior approval by the WCSO Chief Deputy of Operations - or a higher member of the WCSO Command Staff – which approval or denial shall be at the sole discretion of the WCSO. In any event such operations shall not exceed twenty (20) nautical miles beyond the Washoe County boundary lines.

4. In the event that a WCSO helicopter is not available for a response to a NLTFPD request for a fire monitoring or suppression mission due to being utilized by another agency for fire monitoring or suppression, it will be the responsibility of NLTFPD and the Incident Commander of the fire in which the helicopter is already working, to determine which fire should receive priority for air support.

5. Further operational and related details concerning the parties' performance under this Agreement in regard to said Aircraft and Equipment are set forth in the parties' Annual Aviation Fire Suppression Program Operational Plan ("Operating Plan") executed contemporaneously herewith. The terms and conditions of this Agreement shall govern and resolve any conflicts between the Operating Plan and this Agreement.

*C. Availability As follows:*

1. During the Fire Season, and during the duration of this Agreement the helicopter shall be available:

- a. Immediate Response: The helicopter shall be available for immediate response during designated "Red Flag" days. "Red Flag" days shall be defined as those days that the National Weather Service has issued a "Red Flag" warning for any area under NLTFPD responsibility. For the purposes of this Agreement, the phrase "immediate response" shall mean the helicopter is in flight within fifteen (15) minutes of receipt of the contact by the WCSO from NLTFPD requesting such equipment's dispatch.
- b. Standby Time: The helicopter will be available 40 hours per week. The duty hours will be coordinated with NLTFPD to maximize coverage for the critical burn hours. Sunset will be taken into consideration for operational hours as the WCSO will not be qualified to fight fires at night during the period of this Agreement. The "designated days" of the week will be at the discretion of the WCSO. The response time shall be no more than thirty (30) minutes from notification of the WCSO by NLTFPD requesting such dispatch. For "Red Flag" days that fall outside of a designated five (5) day work week, the WCSO shall staff the helicopter for immediate response if requested and for an additional cost as hereinafter set forth.
- c. The helicopter may be made available each day for recall for hours that fall outside of the WCSO's designated work week hours. This recall status will be available for an additional cost. For the -purposes of this Agreement,

NLTFPD INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING AND SUPPRESSION PERSONNEL AND EQUIPMENT

"recall" shall mean the pilot is being recalled from an off-duty status and will respond to the hangar. The helicopter will be staffed and in flight within one (1) hour of notification of the designated recall pilot.

- d. Time Schedules: NLTFPD and the WCSO, in cooperation with the other involved fire departments and districts will meet and mutually agree on duty hours prior to the start of the fire season.
2. The WCSO shall provide immediate notification to NLTFPD's Fire Chief of any inability of the WCSO to provide the designated personnel and equipment pursuant to the terms and conditions of this Agreement.
3. The WCSO shall provide all necessary support for continuous, uninterrupted operation of the helicopter whenever required pursuant to the terms of this Agreement. This support shall include, but not be limited to, a staffed fuel truck and other services as required.
4. The WCSO may, at its sole discretion, when so requested by NLTFPD, make an additional helicopter (OH-58) available to NLTFPD for aerial observation. Such additional aircraft is subject to the immediate direction of the WCSO. NLTFPD may, at their discretion, request such additional aircraft on a call-when-needed basis when NLTFPD's incident commander requests additional firefighting resources. NLTFPD shall reimburse the WCSO for such call-when-needed aircraft in accordance with the terms of this Agreement. A qualified helicopter manager will be assigned to call-when-needed aircraft when available, but shall not delay a response.
5. When NLTFPD request the availability of an observation helicopter and it is made available by the WCSO, NLTFPD acknowledges that such OH-58 helicopters operated by the WCSO are not and will not be "carded" by the USFS, or the BLM and therefore its costs do not qualify for reimbursement by FEMA.
6. Except as provided in Section 3 of this Agreement, in the event that other agencies request the use of the WCSO'S aircraft, the use of those aircraft shall be governed by the terms of use established by the WCSO with those agencies.

#### *D. Training*

1. All pilots assigned to aircraft under this Agreement shall be trained in the policies, frequency plans and special safety issues of NLTFPD and Federal firefighting aviation assets. This knowledge may, in the alternative, be gained by attending NDF/USFS/BLM Aviation safety meetings, pre-season inter-agency operations meetings and other such opportunities. NLTFPD shall make such opportunities available to the WCSO's pilots at no charge, cost or fees for such attendance and participation.

2. WCSO shall train the helicopter manager in the duties and responsibilities of the crew chief at no additional charge, cost or fee for such training other than assessment of the charges and fees designated for use of the WCSO personnel and equipment for such training and operational usage by NLTFPD of such personnel and equipment.
3. The WCSO'S Aviation Unit manager or his designee and all pilots (based upon availability) assigned to aircraft under this Agreement shall attend an approved pre-season workshop.
4. The WCSO shall make its helicopters reasonably available, at the agreed hourly flight rate, for firefighting coordination training of flying crews and helicopter managers.

*E. Communications:*

1. A morning report shall be transmitted to the on-duty Battalion Chiefs for NLTFPD as well as the Incline, Reno Fire and Minden Dispatch centers within 30 minutes of commencement of daily operations.

2. This report shall include:

- Status of RAVEN 3 (HH-1H, Huey)
- Response posture, immediate or stand-by
- Pilot name
- Special status changes; i.e., location if not Reno-Stead Airport
- Other available helicopters
- Name of Helicopter Manager

3. The helicopter manager or the pilot shall ensure the following minimum information is obtained before liftoff on a fire mission:

- Location and name of incident (Latitude and Longitude if available)
- Command radio frequency
- ICS ground contact
- Call-up frequency if different from command frequency
- Air-to-air frequency if other aircraft are operating

4. At NLTFPD's request, the WCSO personnel who participate in a response will attend any meetings to discuss the response to the incident subject to said attendance occurring during such personnel's regular duties days and hours.

*F. Funding and Reimbursement:*

NLTFPD INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING AND SUPPRESSION PERSONNEL AND EQUIPMENT

1. As and for advance funding for the availability during a fire season of designated WCSO equipment and personnel at times constituting the WCSO's designated work week and hours, NLTFPD will provide advance funding to the WCSO as follows:

- a. The NLTFPD shall provide to the WCSO \$10,000 within 30 days of acceptance by all parties to this Agreement.

The purpose of the advance funding is to ensure the ability of NLTFPD to request a WCSO helicopter for wildland fire monitoring and/or suppression pursuant to the terms of this Agreement. The advance funding shall be utilized at the discretion of the WCSO in its sole and absolute discretion.

2. Reimbursement for Flight Time: NLTFPD does not guarantee a maximum or minimum number of flight hours that may be utilized for training and the monitoring and suppression of wildland fires during the term of this Agreement, such usage being subject to the nature and extent of such incident during the term of this Agreement. When the aircraft of the WCSO covered by this Agreement are operating at the request of NLTFPD, NLTFPD is solely responsible to reimburse the WCSO as follows:

- \$1,200 per flight hour for the HH-1H Huey helicopter. Flight time shall be accrued and reimbursed in tenths of an hour based upon a battery-activated hour meter and shall include fuel.
- \$525 per flight hour for the OH-58 helicopter. Flight time shall be accrued and reimbursed in tenths of an hour based upon a battery-activated hour meter and shall include fuel.

3. Personnel Surcharges: Anytime a WCSO pilot is operating on behalf of NLTFPD, or is requested by NLTFPD to be available for an immediate response or to be on standby, outside of the WCSO designated work week hours, NLTFPD shall pay a surcharge.

- a. A request to be available for immediate response shall generate a surcharge of \$100 per hour (\$152 per hour on a holiday) to be paid to the WCSO by NLTFPD. Holidays will be defined in accordance with the Washoe County Deputies Association contract with the County.
- b. When WCSO personnel operate aircraft at the request of NLTFPD, then NLTFPD is solely responsible for the surcharge of \$100 per hour (\$152 per hour on a holiday). Holidays will be defined in accordance with the Washoe County Deputies Association contract with the County.
- c. When NLTFPD request the WCSO to guarantee availability of a pilot at times outside of the WCSO's designated work week hours (i.e., "immediate availability" not desired but rather on "standby" with a pager, e.g.),

#### NLTFPD INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING AND SUPPRESSION PERSONNEL AND EQUIPMENT

NLTFPD shall pay to the WCSO a surcharge of \$9.25 per hour per person (\$14.00 on a holiday). This surcharge is mandated in accordance with Washoe County Deputies Association contract with the WCSO, specifically ¼ hour pay per hour of “stand-by time.” NLTFPD must notify the WCSO Aviation Unit manager 8 hours prior to the desired recall period to determine pilot availability and provide proper prior notice and crew rest to the designated pilot. When said pilot is then requested for immediate availability, or requested to operate aircraft, then this standby status is terminated along with this surcharge and the surcharge rate in paragraph 3.F.3.b immediately above applies.

- d. NLTFPD may request a pilot to respond outside of the WCSO’s designated work week hours but without designating a pilot for standby; however the WCSO will not guarantee a response in such event.
- e. If a fuel truck is requested by NLTFPD to respond to a fire, NLTFPD is solely responsible for and shall pay \$37 per hour (\$55 per hour on a holiday) for the driver. NLTFPD shall pay – in addition - \$1.00 per mile from the Reno-Stead Airport to and from any staging area. For any training activities provided to NLTFPD in which the fuel truck is requested, the rates in this paragraph apply. These rates include fuel.
- f. The WCSO Aviation Unit Manager or his designee shall prepare, during each month during the term of this Agreement when a reimbursement is due, a month-end invoice detailing services rendered and the associated costs in accordance with this Agreement. A copy of any backup documentation will be provided to NLTFPD when requested of the WCSO Finance Liaison Officer.
- g. NLTFPD shall remit to the WCSO full payment within 30 days of receipt of the invoice, which payment shall be by a check made out to the Washoe County Sheriff’s Office, RAVEN program.

**4. ADMINISTRATION:** NLTFPD’s Chiefs and the Washoe County Sheriff shall be responsible for the administration of this Agreement. Each party to this Agreement represents to the other that it has sufficient resources and/or other agreements to perform the covenants, terms and conditions set-forth hereunder. The terms of this Agreement may be modified only by written agreement of the parties hereto.

**5. EMPLOYMENT STATUS:** The WCSO and NLTFPD individually shall, during the entire term of this Agreement, be construed to be independent contractors and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship between employees of any of the parties hereto. Except as expressly provided in this Agreement, the WCSO shall be responsible for management of and costs associated with the WCSO employees, and NLTFPD shall be responsible for management of and the costs associated with NLTFPD’s employees.

#### NLTFPD INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING AND SUPPRESSION PERSONNEL AND EQUIPMENT

**6. ENTIRE AGREEMENT & SEVERABILITY:** This Agreement contains all of the commitments and agreements of the parties. Oral and written commitments not contained herein shall be of no force or effect to alter any term of this Agreement. In the event any one or more of the terms, sentences, paragraphs, or provisions contained herein shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity illegality, or unenforceability shall not affect any other terms, sentences, paragraphs or provisions, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**7. 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 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. A copy of any notice issued to NLTFPD shall also be mailed to RKG Lawyers, 936 Southwood Boulevard, Incline Village, NV 89451.

**8. INSPECTION & AUDIT.**

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

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

C. *Period of Retention.* All books, records, reports, and statements relevant to this Agreement must be retained by each party for a minimum of three years and for five years if any federal funds are used in this Agreement. The retention period runs from the date of termination of this Agreement. 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.

NLTFPD INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING AND SUPPRESSION PERSONNEL AND EQUIPMENT

## **9. LIABILITY OF PARTICIPATING AGENCIES**

A. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, each participating agency agrees to indemnify, hold harmless and defend the other participating agencies, their officers, employees and agents 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 act or omissions of the participating agency, its officers, employees and agents arising out of the performance of this Agreement. Each agency may assert all available defenses, including but not limited to the defense of sovereign immunity as appropriate in all cases. Each agency's obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035.

B. Each participating agency shall be responsible for, and the other agencies shall have no obligations with respect to the following:

1. Withholding income taxes, FICA or any other taxes or fees
2. Industrial insurance
3. Participation in any group insurance plans available to employees
4. Participation or contribution by either the employing agency or the participating agencies to the Public Employees Retirement System
5. Accumulation of vacation leave or sick leave
6. Unemployment compensation coverage provided by the participating agencies

C. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, participating agencies shall indemnify and hold other participating agencies harmless from liability for damages, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. The employing agency's employees, agents, or representatives shall not be considered employees, agents or representatives of other participating agencies. Each agency will assert the defense of sovereign immunity as appropriate in all cases. Each agency's obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035.

D. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, participating agencies shall indemnify and hold other participating agencies harmless for damage, or from liability for damages, resulting from the use of another agencies' equipment or vehicle while acting in official capacity in furtherance of this agreement. This excludes liability for damages arising from mechanical or other defects with the equipment or vehicles, for which the owning agency shall be responsible. Each agency will assert the defense of sovereign immunity as appropriate in all cases. Each agency's obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035.

## **10. WORKERS' COMPENSATION.** For the limited purpose of the exclusive remedy set forth in NRS 616A.020, all parties shall be deemed to employ jointly a person who is an

NLTFPD INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING  
AND SUPPRESSION PERSONNEL AND EQUIPMENT

employee of either party and sustains an injury by accident or occupational disease while participating in the matter for which assistance was requested. However, for the purpose of providing insurance benefits pursuant to NRS 616A through NRS 616D and NRS 617 each party shall provide such benefits to its own employees at its own expense. The parties waive any indemnification provision with respect to such industrial injuries or occupational diseases.

**11. 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 Second Judicial District Court of the State of Nevada for interpretation and enforcement of this Agreement.

**12. 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.

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

**WASHOE COUNTY BOARD OF COMMISSIONERS**

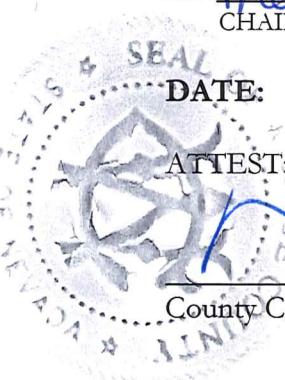
BY: Marsha Berkley  
CHAIR

DATE: 8-28-18

DATE:

ATTEST:

Dancy L. Parent  
County Clerk



Approved as to form:

**BOARD OF DIRECTORS  
FOR THE NORTH LAKE TAHOE  
FIRE PROTECTION DISTRICT**

BY: Beph  
Fire Chief

DATE: 8/14/18

ATTEST:

Beckie S.  
Administrative Clerk



**NLTFPD INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING  
AND SUPPRESSION PERSONNEL AND EQUIPMENT**

AMENDMENT #1 TO INTERLOCAL AGREEMENT

Between Washoe County Health District

And

Washoe County through its  
Department of Juvenile Services

**THIS AMENDMENT #1 TO THE ORIGINAL AGREEMENT** dated June 28, 2016 is made effective July 1, 2018 and amends the agreement by adding the following provisions:

A. The District agrees to:

1. Store vaccine for the County during emergency situations (dependent on refrigerator space availability).
2. Provide County staff access to the vaccine during business hours.
3. Maintain refrigerated vaccine at an acceptable temperature range of 36-46°F and frozen vaccine below 5°F in a secure location.

B. The County agrees to:

1. Transport vaccine to and from the District for storage.
2. Maintain inventory of vaccine stored at the District.

All other terms and conditions of the Agreement attached hereto as Attachment A shall remain in full force and effect and are enforceable in accordance with their respective terms.

DISTRICT BOARD OF HEALTH

By: 

Chair

Date: 7/26/2018

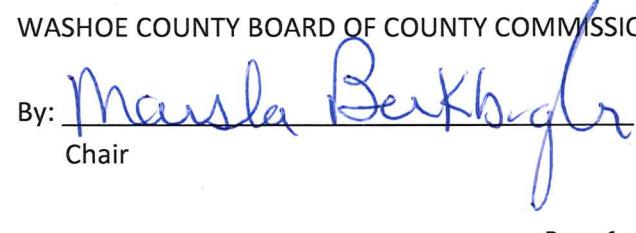
WASHOE COUNTY DEPARTMENT OF JUVENILE SERVICES

By: 

Director of Juvenile Services

Date: 8/6/2018

WASHOE COUNTY BOARD OF COUNTY COMMISSIONERS

By: 

Chair

Date: 8-28-18

bc90-81

**Current Contract Language:**

This Interlocal Agreement will take effect upon ratification by the governing parties and shall remain in effect until June 30, 2018, unless extended by the mutual agreement of the Parties. The Interlocal Agreement will automatically be renewed for two successive one-year periods for a total of 3 years on the same terms unless either party gives the other written notice of nonrenewal at least 60 days prior to June 30 of each year. The automatic renewal provision of this section shall not affect the right of the Health District to terminate the Interlocal Agreement as provided below.

Either party may terminate this Interlocal Agreement by giving the other party written notice of the intent to terminate. The notice must specify a date upon which the termination will be effective, which date may not be less than 30 calendar days from the date of mailing or hand delivery of the notice.

All notices required under this Agreement shall be in writing and mailed, postage paid, addressed to the designated representative of the respective parties:

County: Frank Cervantes, Division Director  
Washoe County Department of Juvenile Services  
P.O. Box 11130  
Reno, Nevada 89520

District: Kevin Dick, District Health Officer  
Washoe County Health District  
P.O. 11130  
Reno, Nevada 89520

This Interlocal Agreement shall be entered into in Washoe County, State of Nevada, and shall be construed and interpreted according to the law of the State of Nevada.

Neither party may assign or subcontract any rights or obligations under this Interlocal Agreement without prior written consent of the other party.

This Interlocal Agreement constitutes the entire agreement between the parties with regards to the subject matter herein and supersedes all prior agreements, both written and oral. This Agreement may be modified in writing signed by both parties.

**Amended Contract Language:**

This Amended Interlocal Agreement will take effect upon ratification by the governing parties and shall remain in effect until June 30, 2018, unless extended by the mutual agreement of the Parties. The Amended Interlocal Agreement will automatically be renewed for two successive one-year periods for a total of 3 years on the same terms unless either party gives the other written notice of nonrenewal at least 60 days prior to June 30 of each year. The automatic renewal provision of this section shall not affect the right of the Health District to terminate the Amended Interlocal Agreement as provided below.

Either party may terminate this Amended Interlocal Agreement by giving the other party written notice of the intent to terminate. The notice must specify a date upon which the termination will be effective, which date may not be less than 30 calendar days from the date of mailing or hand delivery of the notice.

All notices required under this Amended Agreement shall be in writing and mailed, postage paid, addressed to the designated representative of the respective parties:

County: Frank Cervantes, Division Director  
Washoe County Department of Juvenile Services  
P.O. Box 11130  
Reno, Nevada 89520

District: Kevin Dick, District Health Officer  
Washoe County Health District  
P.O. 11130  
Reno, Nevada 89520

This Amended Interlocal Agreement shall be entered into in Washoe County, State of Nevada, and shall be construed and interpreted according to the law of the State of Nevada.

Neither party may assign or subcontract any rights or obligations under this Amended Interlocal Agreement without prior written consent of the other party.

This Amended Interlocal Agreement constitutes the entire agreement between the parties with regards to the subject matter herein and supersedes all prior agreements, both written and oral. This Amended Agreement may be modified in writing signed by both parties.

DISTRICT BOARD OF HEALTH

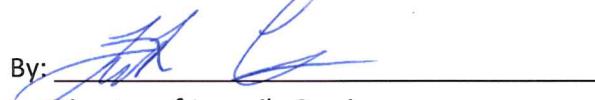
By: 

Chair

Date:

7/26/2018

WASHOE COUNTY DEPARTMENT OF JUVENILE SERVICES

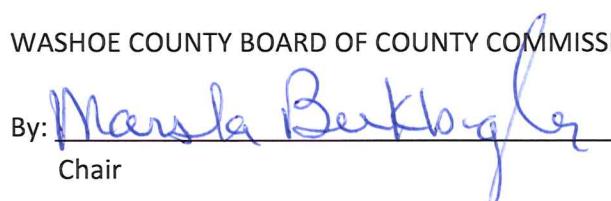
By: 

Director of Juvenile Services

Date:

8/6/2018

WASHOE COUNTY BOARD OF COUNTY COMMISSIONERS

By: 

Chair

Date:

8-28-18

## ATTACHMENT A

### INTERLOCAL AGREEMENT

Between Washoe County Health District

And

Washoe County through its  
Department of Juvenile Services

A. The District agrees to:

1. Provide, at no charge to the County, PPD solution for Tuberculosis testing, and STD/TB treatment medications to be utilized per medical protocol to treat Wittenberg juveniles. (See Exhibit C for list of medications for chlamydia, gonorrhea, and syphilis and TB treatment).
2. Provide diagnostic services per medical protocol or consultant physician order when indicated to screen for active tuberculosis (Chest X-Rays, CT, or IGRA) for Wittenberg juveniles.
3. Provide the services of the District's contract pharmacist to prepare medications for APRN to administer and dispense per APRN protocol signed by collaborating physician.
4. Make available minor acute care medications, at the County's cost, which would include pharmacy time and materials.
5. Pay for chlamydia, gonorrhea, HIV and syphilis screening as itemized on the State Lab invoice.
6. Sterilize the County's medical equipment on an as-needed basis.
7. Community and Clinical Health staff will provide training or technical assistance for topics related to this agreement as indicated and deemed necessary by the District.
8. Submit a monthly invoice to the County itemizing the costs of minor acute care medications, laboratory consultant time and pharmacy time and materials.

B. The County agrees to:

1. Screen Wittenberg juveniles for tuberculosis, chlamydia, gonorrhea, HIV and syphilis and forward applicable tests to the Nevada State Lab.
2. Work with the District to obtain IGRA testing of Wittenberg juveniles that may have a suspected false positive Tuberculin Skin Test as a result of previous administration of the Bacillus Calmette-Guerin (BCG) vaccine.
3. Provide Medicaid information, if applicable, to allow for direct Medicaid billing by NSPHL and diagnostic facilities.
4. Complete and forward Sexually Transmitted Infection Survey forms (STIS) for every patient screened for chlamydia/gonorrhea and HIV. These forms and number of tested juveniles will also be utilized by the District to verify testing numbers billing accuracy.
5. Complete HIV/STD Outreach Testing Form for every HIV test provided,
6. Forward updated/revised APRN protocol to the District annually.
7. Reimburse the District upon receipt of invoice for minor acute care medications, laboratory consultant time and pharmacy costs and materials as per Journal Entry.

8. Pick-up medications from the District within mutually agreed time frame.

C. Terms

This Interlocal Agreement will take effect upon ratification by the governing parties and shall remain in effect until June 30, 2017, unless extended by the mutual agreement of the Parties. The Interlocal Agreement will automatically be renewed for two successive one-year periods for a total of 3 years on the same terms unless either party gives the other written notice of nonrenewal at least 60 days prior to June 30 of each year. The automatic renewal provision of this section shall not affect the right of the Health District to terminate the Interlocal Agreement as provided below.

Either party may terminate this Interlocal Agreement by giving the other party written notice of the intent to terminate. The notice must specify a date upon which the termination will be effective, which date may not be less than 30 calendar days from the date of mailing or hand delivery of the notice.

All notices required under this Agreement shall be in writing and mailed, postage paid, addressed to the designated representative of the respective parties:

County: Frank Cervantes, Division Director  
Washoe County Department of Juvenile Services  
P.O. Box 11130  
Reno, Nevada 89520

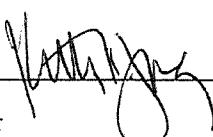
District: Kevin Dick, District Health Officer  
Washoe County Health District  
P.O. Box 11130  
Reno, NV 89520

This Interlocal Agreement shall be entered into in Washoe County, State of Nevada, and shall be construed and interpreted according to the law of the State of Nevada.

Neither party may assign or subcontract any rights or obligations under this Interlocal Agreement without prior written consent of the other party.

This Interlocal Agreement constitutes the entire agreement between the parties with regards to the subject matter herein and supersedes all prior agreements, both written and oral. This Agreement may be modified in writing signed by both parties.

DISTRICT BOARD OF HEALTH

By:   
Chair

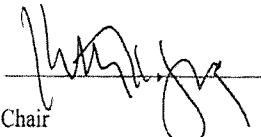
Date: 05.16.16

WASHOE COUNTY DEPARTMENT OF JUVENILE SERVICES

By:   
Director of Juvenile Services

Date: 6.13.16

WASHOE COUNTY BOARD OF COUNTY COMMISSIONERS

By:   
Chair

Date: 06.28.16

**INTERLOCAL COOPERATIVE AGREEMENT FOR OPERATION OF THE COMMUNITY  
ASSISTANCE CENTER AND OTHER HOMELESS SERVICES AMONG THE CITY OF RENO,  
WASHOE COUNTY AND THE CITY OF SPARKS**

THIS INTERLOCAL COOPERATIVE AGREEMENT FOR OPERATION OF THE COMMUNITY ASSISTANCE CENTER AND OTHER HOMELESS SERVICES ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and among the City of Reno ("Reno"), the City of Sparks ("Sparks"), and the County of Washoe, a political subdivision of the State of Nevada, ("Washoe County" or "County"). Reno, Sparks, and Washoe County or County are sometimes referred to herein each as a "Party" or collectively, the "Parties."

**WITNESSETH:**

WHEREAS, Nevada Revised Statute (NRS) 277.180 authorizes any two or more public agencies to contract with one another 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, a contract entered into pursuant to NRS 277.180 in excess of \$25,000 must be in writing, and ratified by appropriate official action of the governing body of each party to the contract; and

WHEREAS, for many years the Parties have cooperated without a written agreement in the provision of funding and in-kind staff contributions to the provision of various services to the homeless including without limitation shelter, social work, case management, building maintenance, and health care; and

WHEREAS, upon the centralization of private and government services to the homeless and needy at the Community Assistance Center (CAC) on Record Street, the need for centralized oversight and authority by one government entity had become apparent and was universally endorsed by the non-profit, human-services provider community at the Homeless Summit hosted by the Mayors of Reno and Sparks and the Chairman of the Washoe County Commission, which was held on July 22, 2008; and

WHEREAS, Reno has served as the lead entity for oversight and management responsibility of the CAC on behalf of itself and the other contributing Parties to this Agreement to operate the CAC with available funding; and

WHEREAS, Reno, Sparks, and the County first entered into a written agreement to provide homeless services through the Community Assistance Center in September 2008; and

WHEREAS, this Agreement continues to be necessary to accomplish the requirements of managing the provision of shelter and a broad scope of rehabilitation services to the homeless with specified funding available to all the Parties and the non-profit providers and their volunteers and provide CAC leases of real property space pursuant to NRS 268.053 at a nominal or below market rates;

18-0634

NOW, THEREFORE, in consideration of the aforesaid recitals, which are incorporated by this reference, and the following good and valuable consideration, the Parties mutually agree as follows:

1. Each Party shall designate a staff liaison to be the point of contact on matters of homelessness and the CAC. Designated liaisons will meet as needed to confer on non-routine matters and designated liaisons shall work with the CAC manager to coordinate and accomplish the activities, efforts and services associated with providing shelter and rehabilitation to the homeless at the CAC (hereafter the "Program").
2. Reno shall be designated lead entity and as such, its liaison shall identify a staff person as the CAC Manager. The CAC manager shall have authority to make any necessary decisions regarding the daily operations at the CAC. The CAC manager shall assure that the expenditures to support the activities described herein and for the CAC are within the funding provisions provided within this Agreement, as set forth in ATTACHMENT B.
3. Community Assistance Center Administration - Roles and Responsibilities of each jurisdiction shall be set forth in ATTACHMENT A, which is incorporated herein by reference.
4. To the extent permitted by NRS Chapter 41, any governmental Party responsible for a negligent act committed by any of its officers, employees or agents under this Agreement agrees to indemnify and hold harmless all other Parties from and against any and all claims, demands, or actions by any person which may arise or result from the negligent act.
5. Each Party shall be solely responsible for any and all liabilities, damages, losses, claims, causes of action, suits at law or in equity, or any other obligation whatsoever arising out of or attributed to any action taken against that party in connection with its placement, storage and/or use of conex boxes or similar storage holding containers located at the Community Assistance Center on 335 Record Street, Reno, Nevada, to store personal property of homeless individuals. Furthermore, Reno is not responsible for lost or stolen personal property or other related items at 335 Record Street, Reno, Nevada.
6. The Parties each agree to purchase and maintain general, professional and automobile liability insurance for activities related to this Agreement or, as to the governmental parties, provide for their respective financial obligations through a program of self-insurance in compliance with NRS Chapter 41.
7. Each Party shall be responsible for providing complete workers' compensation coverage in accordance with the laws of the State of Nevada for each of its own employees. To the extent allowed by law, for the limited purpose of this Agreement, the parties shall be deemed joint employers for immunity from liability under Nevada workers' compensation law.

8. Employees assigned to the CAC shall remain employees of their respective entities, each of which will be responsible for all salary and benefits, training, equipment, and supplies used by the employees in carrying out their respective duties, obligations and functions in support of the Program. Parties' existing policies and procedures shall apply to employees assigned to the Program. The parties agree to provide supervision and oversight for their respective personnel assigned to the Program, make reasonable efforts to provide vacation coverage, and ensure that their respective personnel satisfactorily perform all duties, obligations and functions arising under this Agreement in support of the Program. CAC Manager shall not provide, and shall not allow CAC providers to provide, professional direction to the other parties' employees regarding individual case management.

9. The Parties agree to uphold and abide by all laws, federal and state, related to equal access and employment opportunities. These include, but are not necessarily limited to, Titles VI and VII of the Civil Rights Act of 1964, as amended; the Age Discrimination in Employment Act of 1967, as amended; the Age Discrimination in Employment Act of 1975; the Equal Pay Act of 1963, Sections 501 and 504 of the Rehabilitation Act of 1973; the Civil Rights Act of 1991; and the Americans with Disabilities Act of 1990.

10. The Parties agree to ensure that staff maintain confidentiality of all information, including medical information, concerning recipients of services at the CAC, except to the extent necessary to perform their lawful duties, or as required by law. Each Party will ensure that a background investigation has been completed pursuant to NRS 179A.180, et seq., for those staff members who have access to minors and/or seniors and/or information regarding minors and/or seniors.

11. The Parties agree that each will have access to the clients' Program records, as necessary to perform assigned and legal duties. Each will retain and protect the confidentiality of records as is required by law.

12. The Parties agree to document in-kind fees and provide data to the Program as needed to assist in fund development.

13. The Parties agree to ensure that all employees assigned to the Program conduct themselves in a courteous manner and do not interfere with the orderly operation of the Program or any of the agencies.

14. Subject to the following limitations, each party to this Agreement will contribute funds per the established formula (property tax equivalent of \$.015 for Washoe County and \$.01 for each Reno and Sparks), personnel, services, and/or supplies as set forth in ATTACHMENT B (COOPERATIVE CAC FUNDING AND IN-KIND CONTRIBUTION), which is incorporated herein by reference.

14.1. As more fully set forth below in Paragraph 15, the Parties expressly agree that this Agreement, and/or the funding, and/or the in-kind contribution, may only be altered or terminated if for any reason the federal, State, County or City funding committed to satisfy this Agreement is withdrawn, limited, not appropriated, or otherwise impaired or unavailable.

14.2. The Lead Entity may not exceed the specific restrictions on utilization of funds and staff as set forth in ATTACHMENT B.

14.3. Each Party has the right to conduct a fiscal audit of the Program to ensure compliance with the specific restrictions on utilization of its funding and staff.

14.4. Each Party has the right to review and approve any expenditures, contracts or proposals that would affect its duties, obligations or functions under state or federal laws and regulations involving expenditure, administration or appropriation of funds. Any necessary expenditures, contracts or proposals arising under this Agreement in support of the Program that deviate from the CAC Manager's budget or authorized utilization under ATTACHMENT B will be subject to review and approval by the affected Party.

15. This Agreement is effective upon approval of all Parties and its Term shall be through June 30, 2019. Upon agreement of all the parties, this Agreement may be continued and renewed from year to year until terminated or not renewed in accordance with Paragraph 15 and 16 below. Renewals must be approved by each of the respective governing bodies of the parties.

16. As required by NRS 244.320 and NRS 354.626, the parties acknowledge that the participation of the public entities in this Agreement is contingent upon the appropriation of public funds to support the activities described herein and that the agreement will terminate if the appropriation of funds does not occur. In this event, immediate written notice of termination will be given in accordance with Paragraph 20.

17. Except as otherwise provided in Paragraph 15, any Party may terminate its participation in this Agreement by giving the other Parties written notice of the intent to terminate no fewer than thirty (30) calendar days prior to the effective date of the termination.

18. 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 one another, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with this agreement and all state federal regulations and statutes.

19. 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, during regular business hours, to inspection, examination, review, audit and copying at any office or location where such records may be found, with five (5) days notice by any of the parties to this agreement or their authorized agents. If any state or federal funds are utilized the rights to inspect and audit shall be extended to the State Auditor and 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.

20. All books, records, reports, and statements relevant to this Agreement must be retained a minimum of five years. The retention period runs from the date of termination of this Agreement. 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.

21. All written notices required under this Agreement shall be mailed, postage prepaid, addressed to the designated representative of the respective parties:

City of Reno:

Title: CAC Manager

Address: PO Box 1900, Reno, NV, 89505

Phone: 775-334-3853

Fax: 775-334-3124

Washoe County:

Title: Washoe County Human Services Director

Address: PO Box 11130 Reno, NV, 89520-0027

Phone: 775-785-5641

Fax: 775-785-5640

City of Sparks:

Title: Housing Specialist

Address: PO Box 857 Sparks, NV, 89432

Phone: 775-353-7895

Fax: 775-353-1635

22. This Agreement contains all of the commitments and agreements of the parties, and oral or written commitments not contained herein shall have no force or effect to alter any term or condition of this Agreement, unless modified in accordance with Paragraph 22. This Agreement may be executed and approved in counterparts.

23. This Agreement may be amended or modified only by the mutual agreement of the parties hereto in writing and formally adopted by the governing boards of the parties.

24. No party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other Parties.

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

26. A waiver of any breach of any provision of this Agreement by any Party shall not be construed to be a waiver of any preceding or succeeding breach.

27. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Nevada.

28. This Agreement may not be assigned without the consent of the governing boards of each Party or their authorized representatives.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date(s) set forth herein.

WASHOE COUNTY

Marilyn Burkholder  
CHAIRMAN, COUNTY COMMISSION



APPROVED AS TO FORM:

Paul M. Mueller  
DEPUTY DISTRICT ATTORNEY

**CITY OF RENO**

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

**APPROVED AS TO FORM:**

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**DEPUTY CITY ATTORNEY**

**CITY OF SPARKS**

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MAYOR

ATTEST:

---

CITY CLERK

APPROVED AS TO FORM:

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DEPUTY CITY ATTORNEY

**ATTACHMENT A**  
**ROLES AND RESPONSIBILITIES**

The City of Sparks, Washoe County, and the City of Reno created a Community Homelessness Advisory Board (CHAB) for the purpose of reviewing and providing recommendations on regional issues related to homelessness including funding allocations; community-wide homeless strategies and initiatives; and any other matters deemed pertinent by the CHAB. The CHAB also oversees, plans, coordinates, and manages resources for the provision of shelter operations and services at the Community Assistance Center (CAC), and establishes policies and priorities as they relate to these operations. Specifically, the (CHAB) will:

- Approve the document and selection processes that are used to select the shelter operator.
- Approve specific performance measures and outcomes that will be used to 1) frame the selection process and 2) become the basis for a performance-based contract with the operator.
- Receive and review regular reports on compliance and implementation of the specific performance measures and outcomes.
- Approve long-term plans and policies to further the goals of the Homeless Emergency Assistance and Rapid Transition to Housing Act ("HEARTH Act").
- Set and approve policies that affect the CAC.

Working with the (CHAB), the three jurisdictions will jointly collaborate and support the operations and management of the shelter services provided at the CAC, including the negotiation of contracts, budgets, reporting requirements, and program oversight.

**CITY OF RENO ROLES AND RESPONSIBILITIES**

The City of Reno will serve as the lead entity for operations and oversight for FY 18-19, including:

1. Coordination of and Communication with CAC Community:
  - a. Coordinate activities of Tenants, Private Providers (Reno-Sparks Gospel Mission, Catholic Charities, etc.), and visiting providers (Food Bank of Northern Nevada, Nevada HOPES, etc.) and public agencies (Northern Nevada Adult Mental Health Services , Veteran's Administration, etc.) , as needed
  - b. Coordinate and manage Public Relations
  - c. Communicate with other Jurisdictions
2. Contracting and Fiscal Responsibility:
  - a. Negotiating and executing contracts (budgets, programs, reporting requirements, etc.) with vendors and operators (with each party participating as appropriate for fiscal oversight) for services including:
    - i. Men's Shelter
    - ii. Women's Shelter
    - iii. Family Shelter
    - iv. Resource Center
    - v. Outreach Monitoring
    - vi. Overflow Shelter
  - b. Fiscal oversight and reporting for FEMA grant funds, Emergency Solutions Grant funds, Community Development Block Grant funds, and private donations

**3. Program Oversight for:**

- i. Men's Shelter
- ii. Women's Shelter
- iii. Family Shelter
- iv. Resource Center
- v. Outreach Monitoring
- vi. Overflow Shelter

**4. Facilities Maintenance and Management.**

Employees assigned to the CAC will be provided adequate space to perform their duties, subject to any necessary future changes as determined by assigned staff identified in the Agreement. Washoe County staff will be provided four offices in the northeast corner of Community Resource Center second floor.

The Lead Entity will manage and maintain:

- a. Leasing Space to Non-profit Tenants
- b. Property Management
- c. Men's Shelter, Women's Shelter, Family Shelter, Overflow Shelter
- d. Security
- e. Utilities
- f. Trash
- g. Building Maintenance
- h. Grounds Maintenance

**WASHOE COUNTY ROLE AND RESPONSIBILITIES**

1. Coordinate with and support the lead entity, when appropriate, in negotiating and executing contracts (budgets, programs, reporting requirements, etc) with operators (with each party participating as appropriate for fiscal oversight) for one or all of the following services:

- a. Family Shelter
- b. Men's Shelter
- c. Women's Shelter
- d. Resource Center
- e. Overflow Shelter
- f. Outreach Monitoring

2. Coordination and Communication with CAC Community, in collaboration with the Lead Entity:

- a. Coordinate with provider agencies
- b. Carry out Public Relations activities when needed
- c. Communicate and coordinate with the other Jurisdictions

3. Washoe County shall be Responsible for Fiscal Oversight for Programs funded through Washoe County's contributions, including timely payment of invoices for operations of the:

- a. Family Shelter
- b. Men's Shelter
- c. Women's Shelter
- d. Overflow Shelter
- e. Outreach Monitoring

4. Assist Lead Entity with Program Oversight:
  - a. Men's Shelter Operation
  - b. Women's Shelter Operation
  - c. Family Shelter Operation
  - d. Outreach Monitor Operations
  - e. Overflow Shelter Operations
5. Approve specific performance measures and outcomes that will be used to 1) frame the selection process, and 2) become the basis for a performance-based contract with the operator.

#### **CITY OF SPARKS ROLE AND RESPONSIBILITIES**

1. Coordinate with and support the lead entity, when appropriate, in negotiating and executing contracts (budgets, programs, reporting requirements, etc) with operators (with each Party participating as appropriate for fiscal oversight) for one or all of the following services:
  - a. Family Shelter
  - b. Men's Shelter
  - c. Women's Shelter
  - d. Resource Center
  - e. Overflow Shelter
  - f. Outreach Monitoring
2. Coordination and Communication with CAC Community, in collaboration with the Lead Entity:
  - a. Coordinate with provider agencies
  - b. Carry out Public Relations activities when needed
  - c. Communicate and coordinate with the other Jurisdictions
3. Assist Lead Entity with Program Oversight:
  - a. Men's Shelter Operation
  - b. Women's Shelter Operation
  - c. Family Shelter Operation
  - d. Outreach Monitor Operations
  - e. Overflow Shelter Operations
4. Approve specific performance measures and outcomes that will be used to 1) frame the selection process, and 2) become the basis for a performance-based contract with the operator.

**ATTACHMENT B**  
**COOPERATIVE CAC FUNDING AND IN-KIND CONTRIBUTION**

**IN-KIND CONTRIBUTION:**

<b>NAME</b>	<b>TITLE/JURISDICTION</b>	<b>RESPONSIBILITY</b>	<b>PHONE/EMAIL</b>	<b>FTE</b>
Elaine Wiseman	Manager, Housing and Neighborhood Development	CAC Management	334-3853 wisemane@reno.gov	.3
<b>SUPERVISOR</b>	<b>TITLE/JURISDICTION</b>	<b>RESPONSIBILITY</b>	<b>PHONE/EMAIL</b>	<b>N/A</b>
Aric Jensen	Manager, Community Development	Supervision	334-8302	*****
<b>NAME</b>	<b>TITLE/JURISDICTION</b>	<b>RESPONSIBILITY</b>	<b>PHONE/EMAIL</b>	<b>FTE</b>
2 FTE Senior Human Services Support Specialists	Washoe County Senior Human Services Support Specialist (CPS)	Family support case management services for family shelter residents	785-5600	2
<b>SUPERVISOR</b>	<b>TITLE/JURISDICTION</b>	<b>RESPONSIBILITY</b>	<b>PHONE/EMAIL</b>	<b>N/A</b>
Kim Schweickert	Washoe County Human Services Supervisor	Supervise family shelter case managers	337-4535 ksschweickert@washoecounty.us	*****
<b>NAME</b>	<b>TITLE/JURISDICTION</b>	<b>RESPONSIBILITY</b>	<b>PHONE/EMAIL</b>	<b>FTE</b>
1 FTE Eligibility Worker	Washoe County Eligibility Worker (Indigent Health)	Information and referral services	Sandy Matoza	1
<b>SUPERVISOR</b>	<b>TITLE/JURISDICTION</b>	<b>RESPONSIBILITY</b>	<b>PHONE/EMAIL</b>	<b>N/A</b>
Karen Reidenbaugh	Washoe County Eligibility Supervisor	Supervision	328-2700 kreidenbaugh@washoecounty.us	*****
<b>NAME</b>	<b>TITLE/JURISDICTION</b>	<b>RESPONSIBILITY</b>	<b>PHONE/EMAIL</b>	<b>FTE</b>
Barbara DiCianno	Reno Management Assistant	Administration	334-2218 diciannob@reno.gov	.2
<b>SUPERVISOR</b>	<b>TITLE/JURISDICTION</b>	<b>RESPONSIBILITY</b>	<b>PHONE/EMAIL</b>	<b>N/A</b>
Elaine Wiseman	Manager, Housing and Neighborhood Development	Supervision	334-2002	*****
<b>NAME</b>	<b>TITLE/JURISDICTION</b>	<b>RESPONSIBILITY</b>	<b>PHONE/EMAIL</b>	<b>FTE</b>
Facility Maintenance Technicians	Maintenance Technicians	CAC facility maintenance	334-2243	.8
<b>SUPERVISOR</b>	<b>TITLE/JURISDICTION</b>	<b>RESPONSIBILITY</b>	<b>PHONE/EMAIL</b>	<b>N/A</b>
Frank Avera	Facilities Manager, City of Reno	Supervision of facility maintenance staff	334-4656 averaf@reno.gov	***** *

<b>FY 2018 - 2019 FUNDING BY SOURCE*</b>	
<b>City of Reno:</b>	\$ 812,627
<b>Washoe County:</b>	\$ 2,531,637
<b>City of Sparks</b>	\$ 283,899
<b>TOTAL FY 18-19 FUNDING</b>	<b>\$ 3,628,163</b>

**\*Restrictions on the CAC Manager's utilization of funds are as follows:**

City of Reno ESG funds may only be expended for utilities and laundry services. CDBG funds can be used for costs directly related to shelter operations, but CDBG funds may not be used to pay administrative or indirect fees.
All Washoe County funds will be utilized to support shelter services, non-salary and benefits costs related to case management for shelter residents, and security services.
The Community Development Block Grant funding provided herein by the City of Sparks is for costs related to the operation of the Resource Center and to support shelter services located at the CAC.