

BOARD OF COUNTY COMMISSIONERS, WASHOE COUNTY, NEVADA

TUESDAY

10:00 A.M.

MAY 24, 2011

PRESENT:

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

Amy Harvey, County Clerk
Katy Simon, County Manager
Melanie Foster, Legal Counsel

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

11-424 AGENDA ITEM 3 – EXCELLENCE IN PUBLIC SERVICE – HUMAN RESOURCES

Agenda Subject: “Presentation of Excellence in Public Service Certificates honoring Washoe County employees who have completed essential employee development courses.”

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

Essentials of Management Development

Anthony Dilk, Deputy Sheriff, Sheriff’s Office

Michael Gump, County Surveyor, Public Works

James Leslie, Deputy Public Defender IV, Public Defender’s Office

Will Lumpkin, Vector Borne Disease Specialist, Health Department

Paula Valentin, Administrative Assistant I, Health Department

Essentials of High Performing Teams

Vallin Berry, Unity Clerk, Social Services

Rebecca Gonzales, Public Health Nurse I, Health Department

Essentials of Personal Effectiveness

Linda Weagel, Library Assistant III

Paula Valentin, Administrative Assistant I, Health Department

Rebecca Gonzales, Public Health Nurse I, Health Department

Essentials of Support Staff

Lyndall MacCowan, Office Assistant III, Assessor's Office

11-425 AGENDA ITEM 4 – PUBLIC COMMENT

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

County Manager Katy Simon stated: "The Chairman and the Board of County Commissioners intend that their proceedings should demonstrate the highest levels of decorum, civic responsibility, efficiency and mutual respect between citizens and their government. The Board respects the right of citizens to present differing opinions and views, even criticism, but our democracy cannot function effectively in an environment of personal attacks, slander, threats of violence, and willful disruption. To that end, the Nevada Open Meeting Law provides the authority for the Chair of a public body to maintain the decorum and to declare a recess if needed to remove any person who is disrupting the meeting, and notice is hereby provided of the intent of this body to preserve the decorum and remove anyone who disrupts the proceedings."

Betty Hicks talked about an ordinance to create a County Bond Bank that had been considered and tabled by the Board at its May 10, 2011 meeting. She said she had heard the Finance Director say he wrote the ordinance without the assistance of legal staff. She suggested there was a conflict of interest for the County Finance Director to also be the Chief Financial Officer for the Truckee River Flood Management Authority (TRFMA).

Robert Barone placed a statement of his qualifications as a financial professional on file with the Clerk. He explained a bond bank must have the ability to: (1) properly assess risk in order to price bonds correctly; (2) underwrite bonds properly; and (3) diversify its portfolio. He questioned whether the County would have full-time staff dedicated to such tasks. He indicated that lending money was risky and a large amount of debt could negatively impact the County's credit rating. He noted the bond bank would be used to finance projects for the TRFMA. He stated there was a conflict of interest for the County Finance Director to also direct finance for the TRFMA. He suggested fiduciary duty to both sides would require the Finance Director's 100 percent recusal from any financing decisions between the two agencies.

Sam Dehne said he was very disappointed that the special election process would be dominated by the two political parties and would not be open to all candidates.

Jim Galloway noted there were two specific bond bank uses proposed by County staff: (1) to fund the merger of the Truckee Meadows Water Authority (TMWA) and the County's Department of Water Resources (DWR); and (2) to fund flood projects for the TRFMA. He said he was against the proposal to fund either project by using a bond bank. He pointed out the estimated local share of TRFMA fees on County residents was \$450 million, which exceeded all combined general obligation debts currently held by the County. He stated there was no way the County could borrow an additional \$450 million to buy bonds that would be graded at BBB- without immediately lowering its credit rating and increasing the County's future costs of borrowing. He asked the Board not to put Washoe County into the lending business and irreversibly link its financial fate to other entities whose spending and management they could not control.

Bob Ackerman talked about the fourth annual emergency evacuation drill that was successfully conducted on April 28, 2011 by the Sierra Fire Protection District (SFPD). He complimented Commissioner Weber and Planning Commissioner VanderWell for their attendance at the event. He thanked Fire Chief Michael Greene and Captain Mark Regan of the SFPD.

11-426 AGENDA ITEM 5 – ANNOUNCEMENTS

Agenda Subject: “Commissioners’/Manager’s Announcements, Requests for Information, Topics for Future Agendas, Statements Relating to Items Not on the Agenda, and any ideas and suggestions for greater efficiency, cost effectiveness and innovation in County government. (No discussion among Commissioners will take place on this item.)”

Katy Simon, County Manager, announced that Item 8G2 would be pulled from the agenda and would be brought back at a later date.

Commissioner Weber requested that agendas for separate boards such as the South Truckee Meadows General Improvement District and the Sierra Fire Protection District be routinely scheduled at 11:00 a.m. She suggested there would be fewer personnel waiting for their items to be heard. She asked for an agenda item to talk about changes at the Reno-Tahoe Airport. She stated the cell tower waiting area had been moved to a new location and it took much longer for people to drive to the baggage area to pick up travelers.

Commissioner Larkin thanked Ms. Simon for being the keynote speaker at the recent University of Phoenix graduation.

Agenda Subject: “Candidate interviews for a position on the Reno-Tahoe Airport Authority and possible appointment of an individual to same with a term to expire July 1, 2015.”

Commissioner Breternitz identified the following four candidates to be interviewed: Mark Crawford, James DeVold, David Funk, and Luther Mack, Jr.

Commissioner Larkin disclosed that he sat on the Board of Directors for the Northern Nevada Medical Center with Mark Crawford. He indicated he was not compensated, and had no supervisory or business relationships with Mr. Crawford. Melanie Foster, Legal Counsel, stated Commissioner Larkin was not required to recuse himself unless the relationship was such that he could not be impartial.

The candidates voluntarily removed themselves from the room and were brought back into the Commission Chambers one at a time. Board members asked the following questions of each candidate:

1. Chairman Breternitz: “Describe your relevant background and any experience that makes you feel you are the ideal candidate for appointment to the Airport Authority Board of Trustees.”
2. Commissioner Weber: “Why are you interested in serving on the Airport Authority Board of Trustees?”
3. Commissioner Jung: “What do you believe are the greatest challenge and the greatest opportunity facing the Airport Authority over the next one to five years, and what ideas do you have to address them?”
4. Commissioner Larkin: “Describe your experience in collaborating with community stakeholders and facilitating consensus building among diverse groups with competing priorities.”
5. Commissioner Humke: “If appointed, what three qualities or characteristics will you bring to the role of Airport Authority Trustee?”

MARK CRAWFORD

Question 1: He currently serves as the Chief Executive Officer of Northern Nevada Medical Center and has had a 23-year career in healthcare. He spent eight years with the U.S. Air Force in the Illinois Air National Guard. He first experienced aviation at age 15, and obtained a private pilot’s license in 2003. He described aviation as a longstanding hobby and a passion. He has served as chief executive or chief operating officer in various facilities across the country. He brings business acumen as well as aviation experience to the role.

Question 2: He would like to expand into civic roles in the community beyond healthcare. His interest was spurred by his passion for aviation. He believes he can put his business acumen and aviation experience to good use.

Question 3: The first step would be to move on from the recent media scrutiny. He believes he could help to strike a balance between commercial and general aviation at the airport over the next few years. At the same time, it is important for the airport to continue maintaining a fiscally-responsible operation.

Question 4: He most recently served on the County's Emergency Medical Services (EMS) Task Force. He navigated what was clearly a diverse group, did not miss any meetings, and participated actively in the process. He has gone through leadership programs in multiple communities and has been involved in many groups. He is a board member for the Northern Nevada Chamber of Commerce. He sits on the board for and is a member of the Reno-Sparks Chamber of Commerce. He sits on the Board for the Regional Emergency Medical Services Authority (REMSA), and has served on similar types of boards and committees in many communities during his career.

Question 5: (1) Establishing and communicating fiscal responsibility. (2) Multi-tasking. (3) Helping to make solid business decisions. The decision-making required to run a hospital is very similar to the running of an airport, which is a mini city.

JAMES DEVOLLD

Question 1: He has been in the finance industry for 35 years, with experience in banking, finance, and commercial and residential development. He recently completed a four-year term on the Board of the Reno-Sparks Convention and Visitors Authority (RSCVA), which helped him to learn the ropes as far as serving on a board. He is proud of his success as the president of a for-profit community bank corporation that remained profitable and in business over some difficult years. He believes his staff and customers would say he has done a pretty good job.

Question 2: He found the RSCVA Board interesting and really wants to help the community. He has no hidden agenda and will consistently try to do the right thing for the County, the Airport, and the citizens.

Question 3: He believes there has been a disconnect with the airport users. He hopes to generate more transparency and openness toward all of the airport users. He would look for a way to get everyone in the same room and build some consensus about how the airport will be used. That is the biggest challenge for users and stakeholders in the process.

Question 4: Serving on the RSCVA Board has probably helped him the most in collaborating with diverse groups. There have been a lot of challenges in the last four years, especially with the downsizing of the RSCVA and the budget struggles. He sees such challenges in business on a daily basis. The employees and customers of his

financial institution are sometimes at odds and he has to figure out ways to make both sides happy and come up with creative solutions. He thinks he has been able to do that on a daily basis and still hold the respect of his customers and employees. He listens to all sides in order to make the best decision with the information that is available, and wants to bring that to the Airport Authority as well. Doing what is best for the entire community and taking care of many interests provides a consensus-building opportunity.

Question 5: (1) He has integrity and will always do the right thing. (2) He will be honest and fair with everyone. (3) He will be inclusive and wants to make the best decision for everyone involved.

Commissioner Humke disclosed that he serves on the RSCVA Board and on a finance committee with Mr. DeVolld. Commissioner Weber disclosed that she also serves on the RSCVA Board. Commissioner Jung disclosed that she received email and a personal phone call from Mr. DeVolld to discuss the position.

DAVID FUNK:

Question 1: He has been a resident since February 1947 and has been in the commercial banking business in Reno for 48 years. He has served on numerous nonprofit and for-profit boards locally, as well as on two national boards in Washington D.C. related to banking. He has been a director on three different public company boards of directors. His financial background and years of experience will benefit the Airport Authority.

Question 2: He thinks it is an opportunity to serve on one of the boards he has not served on before. He is interested in assisting the community where he can. He probably has over a million miles in travel time at the airport and is interested in being part of the organization that runs the airport.

Question 3: He sees an opportunity to attract more corporate airlines and private citizens. The challenge is to identify where to get those people from, how to get them here, and what to promote to get them here.

Question 4: His background on numerous for-profit and nonprofit boards brings a lot to the table. There are people with diverse backgrounds on such boards and there are diverse backgrounds among those who seek information. His goal as a director has always been to make the decision that best represents that particular organization.

Question 5: (1) He believes a board sets policy and guidelines, and does not try to micromanage the management that is in place. (2) He will always consider all of the opportunities that are presented, financially and economically, before a decision is made. (3) He has been blessed with many opportunities and experiences on the national and local level.

LUTHER MACK, JR:

Question 1: As a former Trustee, he participated in the decision to fire a previous airport director after certain things happened. He picked out the colors in the baggage claim area, as well as the renters and the architect for the project. He was in charge of the project to build the parking garage structure and was involved with the concession stands. He runs a top-notch restaurant business.

Question 2: He feels like he still works for the airport. He was recently involved in the interview process and selection of the airport's new chief of police. He believes there is an opportunity to do something for the community.

Question 3: He would make the airport more service oriented, as well as a lot cleaner and more efficient. He would try to make sure that guests and visitors remember the airport as the best there is in the country.

Question 4: He believes it is worthwhile to give some time to the community as a whole. He was on an oversight committee responsible for making sure the right thing is done for the right reason. It is not just about the money. He thinks it is healthy to produce a good environment.

Question 5: He would promote a business concept that is not based on personalities.

In response to the call for public comment, John Howitt, President of the Reno-Tahoe Aviation Association, said the Association believed any appointee should: (1) agree in principle that the Airport Authority is a public entity; (2) agree and promote an open and transparent government at the airport, giving each citizen an opportunity to be heard; (3) report to the County Commission on at least a quarterly basis about airport issues affecting the community; and (4) have a history in aviation.

Randi Thompson, Chairperson of the Airport Authority, stated she was thrilled with all four candidates. She indicated the strong financial background of all four candidates was pivotal. She noted she had e-mailed staff about Commissioner Weber's concerns with the cell tower waiting area.

Commissioner Larkin acknowledged Chairperson Thompson for her diligence and commendable work with the Reno-Tahoe Aviation Association over the last year.

Commissioner Larkin asked about the criteria for selecting candidates under the enabling legislation. Melanie Foster, Legal Counsel, stated the candidate should have "experience in aviation or tourism, finance or accounting, or other qualifications the Board determines to be necessary."

Each of the commissioners selected their top two candidates as follows:

Commissioner Larkin – Mark Crawford and James DeVolld.
Commissioner Weber – Mark Crawford and James DeVolld.
Chairman Breternitz – James DeVolld and David Funk.
Commissioner Jung – Luther Mack and James DeVolld.
Commissioner Humke – Mark Crawford and David Funk.

On motion by Commissioner Larkin, seconded by Commissioner Humke, which motion duly carried, it was ordered that Mark Crawford be appointed to serve on the Reno-Tahoe Airport Authority, with a term to expire on July 1, 2015.

DISCUSSION – CONSENT AGENDA (SEE MINUTE ITEMS 11-428 THROUGH 11-449 BELOW)

County Manager Katy Simon reminded the Board that Item 8G2 had been pulled from the agenda.

11-428 AGENDA ITEM 8A

Agenda Subject: “Cancel June 21, 2011 County Commission Meeting.”

There was no response to the call for public comment.

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

11-429 AGENDA ITEM 8B – ASSESSOR’S OFFICE

Agenda Subject: “Approve roll change requests, pursuant to NRS 361.768 and NRS 361.765, for errors discovered for the 2007/2008, 2008/2009, 2009/2010, 2010/2011 secured and unsecured tax rolls; and if approved, authorize Chairman to execute order for same and direct the Washoe County Treasurer to correct the errors [cumulative amount of decrease \$13,511.49]. (Parcels are in various Commission Districts.)”

There was no response to the call for public comment.

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

11-430 AGENDA ITEM 8C – COMMUNITY DEVELOPMENT

Agenda Subject: “Reappoint Mark Alexander, Guy Burge, Deborah Nicholas and Mike Sullivan as At-Large members to June 30, 2013 on the Incline Village/Crystal Bay Citizen Advisory Board. (Commission District 1)”

There was no response to the call for public comment.

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

11-431 AGENDA ITEM 8D – DISTRICT ATTORNEY’S OFFICE

Agenda Subject: “Approve payments [\$4,231] to vendors for assistance of 17 victims of sexual assault and authorize Comptroller to process same. NRS 217.310 requires payment by the County of total initial medical care of victims, regardless of cost, and of follow-up treatment costs of up to \$1,000 for victims, victim’s spouses and other eligible persons. (All Commission Districts)”

There was no response to the call for public comment.

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

11-432 AGENDA ITEM 8E – TECHNOLOGY SERVICES

Agenda Subject: “Approve professional services by Galena Group, Inc. to provide multijurisdictional project coordination of Washoe County Request For Proposals No. 2712-10, “Washoe County E911 Advisory Board: NG911 upgrade” [not to exceed \$98,000 - from the E911 Fund for Fiscal Year 2010/11. (All Commission Districts)”

There was no response to the call for public comment.

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

11-433 AGENDA ITEM 8F – DISTRICT COURT

Agenda Subject: “Acknowledge extension of funding for a fourth year of a previously accepted direct grant award from Office of Traffic Safety [extension is \$35,000 - no match required] retroactively for the period October 1, 2010 to September 30, 2011; and if acknowledged, authorize Finance to make necessary budget adjustments. (All Commission Districts)”

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 8F be acknowledged and authorized.

11-434 AGENDA ITEM 8G1 – HUMAN RESOURCES

Agenda Subject: “Accept donation [\$1,000] for the Washoe County Scholarship Fund; and if accepted, direct Finance to make appropriate budget adjustments. (All Commission Districts)”

On behalf of the Board, Commissioner Jung thanked County Manager Katy Simon for her generous donation to the scholarship fund.

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 8G1 be accepted and directed.

11-435 AGENDA ITEM 8H1 – MANAGEMENT SERVICES/EMERGENCY MANAGEMENT

Agenda Subject: “Accept 2011 State Emergency Response Commission, Hazardous Materials Emergency Preparedness, Mid-Cycle Training and Planning Grant [\$46,673 - no match required]; and if accepted, authorize Chairman to execute a Resolution to subgrant funds to other governments and nonprofits which make up Local Emergency Planning Committee (LEPC) and authorize the County Manager, or her designee, to sign Contracts and/or Memorandums of Understanding with local LEPC members and direct Finance to make appropriate budget adjustments. (All Commission Districts)”

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 8H1 be accepted, authorized, executed, and directed. The Resolution for same is attached hereto and made a part of the minutes thereof.

11-436 AGENDA ITEM 8H2 – MANAGEMENT SERVICES/COMMUNITY SUPPORT ADMINISTRATOR

Agenda Subject: “Approve Interlocal Agreement between Washoe County and Gerlach General Improvement District for community planning and improved access to basic health care for low income, uninsured and underinsured clients living in the Gerlach area [\$64,328]; and if approved, authorize Chairman to

execute Interlocal Agreement and Resolution for same and direct Finance to make appropriate budget adjustments. (Commission District 5)”

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 8H2 be approved, authorized, executed, and directed. The Resolution and Interlocal Agreement for same are attached hereto and made a part of the minutes thereof.

11-437 AGENDA ITEM 8I1 – PUBLIC WORKS

Agenda Subject: “Accept Air Quality Mitigation Funds [\$18,630] from the Tahoe Regional Planning Agency (TRPA) as match for a previously accepted Federal Highway Administration grant for construction of the Incline Way Pedestrian Path in Incline Village; and if accepted, direct Finance to make appropriate budget adjustments. (Commission District 1)”

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 8I1 be accepted and directed.

11-438 AGENDA ITEM 8I2 – PUBLIC WORKS

Agenda Subject: “Approve purchase of one new Farber MH-30 Animal Rescue Vehicle from Farber Specialty Vehicle [\$159,886 - funds were donated and exist within Animal Services Budget, Internal Order 20347-781007] utilizing GSA contract #GS-30F-0008N. (All Commission Districts)”

Commissioner Breternitz thanked the estate of Thelma Epper for the generous donation of \$159,886 to purchase the animal rescue vehicle. He asked if something could be placed on the vehicle to permanently acknowledge the gift. Katy Simon, County Manager, said staff would make sure there was some recognition of Ms. Epper on the vehicle.

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 8I2 be approved.

11-439 AGENDA ITEM 8J1 – REGIONAL PARKS AND OPEN SPACE

Agenda Subject: “Approve Reciprocal Drainage Easement between Washoe County and Truckee Meadows Water Authority (TMWA) on APN’s 164-342-09 (TMWA-Rattlesnake Mountain water tank) and 164-342-10 (Washoe County-Huffaker Hills

Trailhead); and if approved, authorize Chairman to sign the Easement and authorize the Director of Regional Parks and Open Space to record the Easement on behalf of Washoe County. (Commission District 2)”

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 8J1 be approved and authorized.

11-440 AGENDA ITEM 8J2 – REGIONAL PARKS AND OPEN SPACE

Agenda Subject: “Approve License Agreement between Washoe County (on behalf of Regional Parks and Open Space) and Truckee Meadows Water Authority (TMWA) that will allow Washoe County to continue to operate and accommodate public access and improvements to Huffaker Hills Trailhead on a portion of APN 164-342-09 owned by TMWA; and if approved, authorize the Director of Regional Parks and Open Space to sign and record the License Agreement on behalf of Washoe County. (Commission District 2)”

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 8J2 be approved and authorized.

11-441 AGENDA ITEM 8K1 – SENIOR SERVICES

Agenda Subject: “Approve Agreement for Lunch Services between the County of Washoe (Department of Senior Services) and Inter-Tribal Council of Nevada to reimburse Washoe County Senior Services for providing meals to eligible Ft. McDermitt Elders between the ages of 55 and 60 who come to the Reno/Sparks area for dialysis, effective July 1, 2011 through June 30, 2012, and if approved, authorize Chairman to execute Agreement. (All Commission Districts)”

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 8K1 be approved, authorized and executed.

11-442 AGENDA ITEM 8K2 – SENIOR SERVICES

Agenda Subject: “Accept grant award from the State Bar of Nevada for the Department’s Senior Law Project [\$5,493 - no County match] to support online legal research; and if accepted, authorize Chairman to execute 2011 State Bar of

Nevada’s Lawyer Referral and Information Service Program Public Service Grant Program Agreement and direct Finance to make appropriate budget adjustments. (All Commission Districts)”

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 8K2 be accepted, authorized, executed, and directed.

11-443 AGENDA ITEM 8L1 – SHERIFF’S OFFICE

Agenda Subject: “Approve Interlocal Contract between Public Agencies: Washoe County (on behalf of Washoe County Sheriff’s Office Forensic Science Division) and the State of Nevada, State Gaming Control Board to provide Forensic Services for a 2-year term (July 1, 2011 through June 30, 2013 [income of \$869 for Fiscal Year 2012 and income of \$869 for Fiscal Year 2013; plus any requested crime scene services at a rate of \$250/investigator/hour]; and if approved, authorize Chairman to execute Interlocal Contract. (All Commission Districts)”

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 8L1 be approved, authorized and executed. The Interlocal Contract for same is attached hereto and made a part of the minutes thereof.

11-444 AGENDA ITEM 8L2 – SHERIFF’S OFFICE

Agenda Subject: “Approve transfer of the Modular Office/Classroom located at the Washoe County Regional Shooting Facility situated at 21555 Pyramid Lake Highway in Washoe County from the Sheriff’s property schedule to the Regional Parks and Open Space property schedule. (All Commission Districts)”

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 8L2 be approved.

11-445 AGENDA ITEM 8L3 – SHERIFF’S OFFICE

Agenda Subject: “Accept direct grant award from the Domestic Cannabis Eradication/Suppression Program administered through the Drug Enforcement Administration of the United States Department of Justice [\$7,500] to pay for overtime and other expenses related to this program; and if accepted, authorize Finance to make necessary budget adjustments. (All Commission Districts)”

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 8L3 be accepted and authorized.

11-446 AGENDA ITEM 8L4 – SHERIFF’S OFFICE

Agenda Subject: “Approve Agreement for Contract Legal Services between the County of Washoe (on behalf of the Washoe County Sheriff’s Office) and Patrick D. Dolan [\$80,730] as specified in the Agreement (July 1, 2011 to June 30, 2012); and if approved, authorize Chairman to execute Agreement. (All Commission Districts)”

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 8L4 be approved, authorized and executed.

11-447 AGENDA ITEM 8L5 – SHERIFF’S OFFICE

Agenda Subject: “Approve reclassification of Position # 70002936 from Captain to Undersheriff from Washoe County Sheriff’s Office with a cost neutral fiscal impact. (All Commission Districts)”

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 8L5 be approved.

11-448 AGENDA ITEM 8M1 – SOCIAL SERVICES

Agenda Subject: “Authorize Director of Social Services to accept additional Federal Chafee Funds [\$20,000 - no County match] from the State Division of Child and Family Services to assist youth in making the transition from foster care to economic self-sufficiency; and if authorized, direct Finance to make appropriate budget adjustments. (All Commission Districts)”

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 8M1 be authorized and directed.

11-449 AGENDA ITEM 8M2 – SOCIAL SERVICES

Agenda Subject: “Authorize Director of Social Services, through the Washoe County Purchasing Office, to solicit written proposals to select a single organization to provide Independent Living Services. (All Commission Districts)”

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 8M2 be authorized.

11:12 a.m. The Board convened as the Board of Fire Commissioners for the Truckee Meadows Fire Protection District with all members present.

1:14 p.m. The Board convened as the Board of Washoe County Commissioners and the Board of Fire Commissioners for the Sierra Fire Protection District with all members present.

11-450 AGENDA ITEM 35 – CLOSED SESSION

Agenda Subject: “Possible Closed Session for the purpose of discussing negotiations with Washoe County and Sierra Fire Protection District Employee Organizations per NRS 288.220.”

1:14 p.m. On motion by Commissioner Jung, seconded by Commissioner Larkin, which motion duly carried, the Board went into Closed Session for the purpose of discussing negotiations with Washoe County and Sierra Fire Protection District Employee Organizations per NRS 288.220.

2:19 p.m. The Board reconvened as the Board of Fire Commissioners for the Truckee Meadows Fire Protection District with all members present.

2:27 p.m. Commissioner Humke left the meeting.

2:40 p.m. The Board convened simultaneously as the Board of Fire Commissioners for the Sierra Fire Protection District and the Washoe County Board of Commissioners with Commissioner Humke absent.

11-451 AGENDA ITEM 10 – FIRE SERVICES COORDINATOR

Agenda Subject: “Discussion and possible action to approve new Interlocal Agreement For Administrative and Support Services between Washoe County and the Sierra Fire Protection District (SFPD) by which SFPD will provide to Washoe County certain fire services and other assistance while Washoe County will provide to SFPD multiple administrative and support services, including without limitation, budget, contracts, boards-committees, fire-related regionalization, comptroller,

human resources, information technology, public works, risk management and legal; and if approved, authorize Chairman to sign same. (Commission Districts 1, 2 and 5)”

Kurt Latipow, Fire Services Coordinator, reviewed the staff report. He indicated the Interlocal Agreement would combine previous agreements into one new agreement that would clarify duties and responsibilities. The contract provided for the Sierra Fire Protection District (SFPD) to provide funding for a position in Management Services, and Management Services would provide administrative support similar to what they currently provided to the Truckee Meadows Fire Protection District.

Michael Greene, Fire Chief for the SFPD, stated the agreement was a bold step for the SFPD.

Commissioner Larkin observed the SFPD would pay one-third of the salary and benefits for the Fire Services Coordinator. He asked if there would be payments for other County departments such as Risk Management, Human Resources, and the Comptroller. Chief Latipow replied the arrangement was very similar to what was in place for the TMFPD. As staff prepared the Interlocal Agreement, it was found that the SFPD support for the Fires Services Coordinator’s position had never been memorialized. He said that contribution and the funding for an office support position were the only new items. Everything else in the Agreement was done on a quid pro quo basis in exchange for services. He confirmed for Commissioner Larkin that there was no payment from the TMFPD for the services rendered by Washoe County.

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 10 be approved and authorized. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

2:47 p.m. The Board reconvened as the Board of Fire Commissioners for the Sierra Fire Protection District with Commissioner Humke absent.

3:06 p.m. The Board reconvened as the Board of Washoe County Commissioners with Commissioner Humke absent.

DISCUSSION – BLOCK VOTE – AGENDA ITEMS 12, 14, 15, 16, 17, 18, 20, 21, 22, 23, AND 29 (SEE MINUTE ITEMS 11-452 THROUGH 11-462)

The Board consolidated Agenda Items 12, 14, 15, 16, 17, 18, 20, 21, 22, 23, and 29 into a single block vote.

3:13 p.m. Commissioner Jung temporarily left the meeting.

Katy Simon, County Manager, announced that Item 25 would be pulled from the agenda and brought back for consideration at a future meeting. She noted the item required a two-week public notice period.

11-452 AGENDA ITEM 12 – MANAGEMENT SERVICES/FIRE SERVICES COORDINATOR

Agenda Subject: “Discussion and possible direction to staff to solicit Requests for Proposals from qualified vendors to conduct a County-wide EMS System Analysis utilizing the Scope of Analysis developed by the Multi-Stakeholder Emergency Medical Services Task Force, upon receipt of the proposals, reconvene the Task Force to review the proposals and offer recommendations as to a possible vendor and consider directing staff to present the Scope developed by the Task Force and the results of the Requests for Proposals during proposed public meeting(s) of the County Commission, Cities of Reno and Sparks, the County Health District and the Fire Districts. (All Commission Districts)”

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried with Commissioners Humke and Jung absent, it was ordered that Agenda Item 12 be approved.

11-453 AGENDA ITEM 14 – ASSESSOR’S OFFICE

Agenda Subject: “Recommendation to approve purchase of Manatron Custom CAMA for Real Property, RDE software and professional services [\$894,000 - project funded by the Washoe County Assessor’s Office Technology Fund as authorized by the Nevada State Legislature]; and if approved, authorize Chairman to execute Master Agreement for Licensed Software, Hardware, and Services and Schedules for Master Agreement for Licensed Software, Hardware and Services. (All Commission Districts)”

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried with Commissioners Humke and Jung absent, it was ordered that Agenda Item 14 be approved, authorized and executed.

11-454 AGENDA ITEM 15 – SHERIFF’S OFFICE

Agenda Subject: “Recommendation to accept direct grant award from the Nevada Division of Emergency Management Federal Fiscal Year 2010 Department of Homeland Security Grants [\$189,995 - no county match required] Nevada Division of Emergency Management Project No. 97078B10 (State Homeland Security

Program); and if accepted, approve sole source for Mobile data collection software [not to exceed \$90,000] from Environmental Systems Research Institute and authorize Finance to make necessary budget adjustments. (All Commission Districts)”

There was no response to the call for public comment.

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

11-455 AGENDA ITEM 16 – PUBLIC WORKS

Agenda Subject: “Recommendation to approve Change Order No. 1 to Valley Slurry Seal Company for the 2011/2012 Slurry Seal of Selected Streets in Washoe County [\$441,088.15]; and if approved, authorize Public Works Director to execute necessary documents. (All Commission Districts)”

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried with Commissioners Humke and Jung absent, it was ordered that Agenda Item 16 be approved, authorized and executed.

11-456 AGENDA ITEM 17 – PUBLIC WORKS

Agenda Subject: “Recommendation to approve Change Order No. 1 to Q&D Construction for the 2011/2012 Paving of Selected Paved Streets Project [\$211,170]; and if approved, authorize Public Works Director to execute necessary documents. (All Commission Districts)”

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried with Commissioners Humke and Jung absent, it was ordered that Agenda Item 17 be approved, authorized and executed.

11-457 AGENDA ITEM 18 – MANAGER’S OFFICE

Agenda Subject: “Recommendation to approve the boundary line adjustment transfers relating to APN 208-610-02 (former Northgate Golf Course) at the request of developer RJB, to facilitate the transfer of land to 17 adjacent property owners abutting the former golf course parcel; and, if approved, authorize Chairman to execute all agreements, maps, notices, escrow instructions, deeds, checks and warrants as may be necessary and when presented to accomplish the boundary line

adjustment/transfer in the name of and on behalf of Washoe County [there is no anticipated revenue to Washoe County]. (Commission Districts 1 and 5)”

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried with Commissioners Humke and Jung absent, it was ordered that Agenda Item 18 be approved, authorized and executed.

11-458 AGENDA ITEM 20 – PURCHASING

Agenda Subject: “Recommendation to award Washoe County Bid No. 2771-11 for a tandem Liquid Chromatography Mass Spectrometer for use by the Washoe County Sheriff’s Office Forensic Science Division for toxicology testing, to Agilent Technologies Inc. [\$299,981.91 - funding from COPS Technology Program Grant #2009CKWX0613. (All Commission Districts)”

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried with Commissioners Humke and Jung absent, it was ordered that Agenda Item 20 be awarded.

11-459 AGENDA ITEM 21 – PURCHASING

Agenda Subject: “Recommendation to award Request for Proposal #2782-11 for a Neighborhood Justice Center to be funded solely through State-mandated Court filing fees, to the Neighborhood Mediation Center, Inc. [estimated annual amount \$140,000]; and if awarded, authorize the Purchasing and Contracts Manager to execute the Agreement with the Neighborhood Mediation Center Inc. for a one-year term with two one-year renewal options. (All Commission Districts)”

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried with Commissioners Humke and Jung absent, it was ordered that Agenda Item 21 be awarded, authorized and executed.

11-460 AGENDA ITEM 22 – TECHNOLOGY SERVICES

Agenda Subject: “Recommendation to approve Fiscal Year 2011/12 renewal of contracts and service agreements above \$100,000 to be approved as a group by the Board of County Commissioners and authorization for the Purchasing and Contracts Manager to sign the contract renewals, as they come due, with approval from the District Attorney or Risk Management when necessary, as follows: *E911 Fund* [Reno, City of, Renewal of reimbursement of salaries for 1.5 full-time

equivalents City of Reno Geographic Information Systems staff that service the E911 system, per interlocal agreement, not to exceed \$140,000]; *General Fund* [EPI-USE America, Inc.: SAP support and implementation services for all platform aspects, not to exceed \$185,000; Manatron third year software maintenance Agreement for Treasurer's Manatron Tax System software, not to exceed \$205,285; SAP Renewal of SAP Enterprise Software System Software Maintenance Agreement, not to exceed \$288,330 - total of all not to exceed \$818,615]. (All Commission Districts)"

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried with Commissioners Humke and Jung absent, it was ordered that Agenda Item 22 be approved and authorized.

11-461 AGENDA ITEM 23 – SOCIAL SERVICES

Agenda Subject: "Recommendation to award Invitation to Bid No. 2783-11 for Drug Testing Services, to Laboratory Corporation of America [estimated annual amount \$150,000]; and if awarded, authorize Purchasing and Contracts Manager to enter into a one-year Agreement commencing June 1, 2011 through May 31, 2012, with the provision for two, one-year extensions Washoe County's option. (All Commission Districts)"

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried with Commissioners Humke and Jung absent, it was ordered that Agenda Item 23 be awarded and authorized.

11-462 AGENDA ITEM 29 – MANAGER'S OFFICE

Agenda Subject: "Possible reappointment of Mr. Rex Flowers to the Washoe County Advisory Board to Manage Wildlife, with a term to expire July 1, 2014. (All Commission Districts)"

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried with Commissioners Humke and Jung absent, it was ordered that Agenda Item 29 be approved.

11-463 AGENDA ITEM 13 – MANAGEMENT SERVICES/FIRE SERVICES COORDINATOR

Agenda Subject: “Exception to Ordinance Concept Review and introduction and first reading of an Ordinance amending Chapter 50 of the Washoe County Code by adding thereto provisions for the prohibition of the use of fireworks without license, exemptions, and seizure and penalties for violation, and providing other matters properly related thereto (public hearing and second reading and adoption of the Ordinance to be set for June 14, 2011 at 6:00 p.m.). Exception requested by Commissioner Breternitz.”

Amy Harvey, County Clerk, read the title for Bill No. 1644.

There was no response to the call for public comment.

Bill No. 1644, entitled, “**AN ORDINANCE AMENDING CHAPTER 50 OF THE WASHOE COUNTY CODE BY ADDING THERETO PROVISIONS FOR THE PROHIBITION OF THE USE OF FIREWORKS WITHOUT LICENSE, EXEMPTIONS, AND SEIZURE AND PENALTIES FOR VIOLATION, AND PROVIDING OTHER MATTERS PROPERLY RELATED THERETO**” was introduced by Commissioner Larkin and legal notice for final action of adoption was directed. It was further ordered the public hearing and second reading would be conducted on June 14, 2011 at 6:00 p.m.

11-464 AGENDA ITEM 19 – REGIONAL PARKS AND OPEN SPACE

Agenda Subject: “Recommendation to authorize the transfer [up to \$400,000 - WC-1, 2000 Regional Parks, Open Space and Trails Bond] to the City of Reno as Washoe County’s contribution toward the acquisition of land in Reno, formerly used as the Northgate Golf Course; and if approved, authorize the Chairman to sign an Agreement Regarding Project Funding on behalf of the County and all paperwork associated with the transfer of funds when presented. (Commission Districts 1 and 5)”

Doug Doolittle, Director of Regional Parks and Open Space, indicated the agenda item would formally transfer \$400,000 in WC-1 funds to an escrow account, in consideration for the possible sale of the parcel to the City of Reno. He stated the Board had made the commitment many months ago. He noted the funding agreement to be developed for the City of Reno would clearly articulate how the money was to be used. The property would be deed restricted and the money would be returned to Washoe County if the sale did not go through. He said the funds had come from the WC-1 land acquisition category that was specified for Peavine access.

3:19 p.m. Commissioner Jung returned to the meeting.

Commissioner Weber wondered if it was possible to include a condition that the park would be available to any and all residents of Washoe County, or to ask for

trailhead access. Mr. Doolittle said the portion of the property to be acquired with the WC-1 funds would be deed restricted, making it open for public access.

Commissioner Breternitz observed the WC-1 funds were from a specific category for Peavine access. Since the funds were based on a County-wide measure, he suggested that implied County-wide access to Peavine.

Leslie Admirand, Deputy District Attorney, indicated the final details and language were still being worked out. She stated she could take direction about what the Board wanted to include. She noted the current wording was that the property was deed restricted as open space. She indicated the restriction was a covenant that would run with and remain with the land.

Commissioner Weber asked if there would be any trailhead. Commissioner Breternitz questioned whether there was any WC-1 funding that was specifically earmarked for trailhead development to access Peavine. Mr. Doolittle clarified the funds in the agenda item were earmarked for land acquisition. He said there was a separate WC-1 category for the development of trails and similar types of facilities, but no funding request had been brought forward. He stated the typical procedure was to use the funding that remained in WC-1 for the projects that had been approved by the Board when the measure was approved by the Washoe County voters.

Commissioner Breternitz said he appreciated hearing the clarification that the money had to be used for a specific project and would be returned to the WC-1 fund if the project did not move forward for any reason. Mr. Doolittle observed there was also \$233,000 in option money that would be refunded to the County upon completion of the sale or upon sale to another party at some point in the future.

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 19 be approved and authorized.

11-465 AGENDA ITEM 24 – SOCIAL SERVICES

Agenda Subject: “Recommendation to authorize Director of Social Services to accept a grant [\$1,735,918 - no County match] from the Federal Department of Housing and Urban Development beginning March 16, 2011 thru March 16, 2014 (the program established is known as the Neighborhood Stabilization Program and is referred to as NSP3 and the program funds will be used to assist in stabilizing areas impacted by the current housing crisis, including foreclosed or abandoned properties). Washoe County’s NSP3 program focuses on the acquisition and rehabilitation of 9 foreclosed multi-family units and the County will purchase the properties and the rehabilitation and subsequent property management, operations and maintenance will be carried out by a sub-contractor who will be chosen through

a Request for Proposals process. If all approved, authorize Chairman to execute the Funding Approval and Grant Agreement for same, authorize Social Services to expend these reimbursements and direct Finance to make appropriate budget adjustments. (All Commission Districts)”

Kevin Schiller, Director of Social Services, commended Grants Administrator Gabrielle Enfield and the Community Development department for working with him on the grant. He noted staff was able to attend a pre-application conference in Los Angeles to learn about the program. There were jurisdictions in attendance from all over the country, but Washoe County was the only jurisdiction that had tied the grant funds to Social Services clientele. He identified housing as one of the primary issues in child neglect and diversion programs. He stated the multi-family units would allow Social Services to spend shrinking revenues more wisely as they tried to help families. He explained the department typically dealt with families that had two or three children, and there was a cost of \$12,000 to \$15,000 per child for providing foster care. He said he would be glad to bring regular updates to the Board so they could see the efficiencies.

There was no response to the call for public comment.

Katy Simon, County Manager, thanked the Commission for supporting something that was a little outside of what was normally done. She applauded the staff for getting on the grant quickly and working together as a team. She noted it was quite an opportunity and would benefit the entire region.

Commissioners Breternitz and Larkin thanked Ms. Enfield for her work.

On motion by Commissioner Larkin, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 24 be accepted, authorized, executed, and directed.

11-466 AGENDA ITEM 26 – TRUCKEE RIVER FLOOD MANAGEMENT AUTHORITY

Agenda Subject: “Recommendation requesting appointment of one or more alternates for each Washoe County appointed Director of the Truckee River Flood Management Authority (TRFMA) and designation of initial terms for Commissioners Humke and Larkin to serve on the TRFMA Board of Directors.”

Commissioner Larkin indicated the three local governing bodies had put together the Truckee River Flood Management Authority (TRFMA) through a joint powers agreement (JPA). The agreement called for some initial appointments for commissioners to serve as directors and alternates. He stated two directors’ positions were already occupied by he and Commissioner Humke, but their terms needed to be staggered. One term would expire at the end of 2011 and the other at the end of 2012.

Commissioner Weber suggested it might be appropriate to consider the appointments when the Commission had its regular discussion about boards and commissions.

Commissioner Breternitz asked how long Commissioners Larkin and Humke had served. Commissioner Larkin indicated they had served for five years on the Flood Project Coordinating Committee. Commissioner Breternitz wondered if it made sense to have one seasoned commissioner and one commissioner who was learning the ropes. Commissioner Larkin said the Flood Project was very complex and directly affected his district and Commissioner Humke's district. He agreed it was appropriate to rotate new commissioners in to learn the ropes as the TRFMA matured and gained momentum. He strongly advised the Board not to make changes until the TRFMA had received what was known as the Alternatives Formulation from the Army Corps of Engineers.

Commissioner Breternitz questioned what percentage of the meetings there had been in the last five years when one of the appointees was unable to attend. Commissioner Larkin said he could only answer for himself, but he had only missed one meeting in five years. Chairman Breternitz wondered whether an alternate could get any exposure if there were no opportunities to go to meetings. Commissioner Larkin suggested the Board could direct that. Commissioner Jung stated she was the first alternate and she had never been asked to attend for someone who could not be there. She indicated there should be a Board policy that Washoe County was represented if someone else could not attend.

Commissioner Breternitz requested clarification of the Alternatives Formulation. Commissioner Larkin explained the Alternatives Formulation Board (AFB) was a mix of district and headquarter personnel who would look at the project to decide if it was worth the federal investment of about \$800 million. He noted the AFB decision was expected around September 2011. He suggested it was reasonable to consider the appointments in January 2012 when the Board did its routine analysis of boards and commissions.

Commissioner Weber said she preferred to go ahead and do the reappointments, including Commissioner Jung as the first alternate. Commissioner Larkin indicated there was no requirement for the Board to take action under Agenda Item 26. He stated there was no time requirement to comply with the JPA, as long as the Board did not go beyond the expiration of the first term. Commissioner Breternitz suggested designating the one-year term and the two-year term, as well as reaffirming the alternate. He said the Board could talk more about it at its next routine review of boards and commissions.

There was no response to the call for public comment.

Commissioner Larkin clarified there had been no clear-cut policy established about alternates by either the Board of County Commissioners or the Flood

Project Coordinating Committee prior to the formation of the JPA. He noted there were only six members after the formation of the JPA, and it was critical that the alternate be contacted to achieve full representation for the County.

On motion by Commissioner Larkin, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke absent, Commissioner Humke (Commission District 2) was appointed to a one-year term, Commissioner Larkin (Commission District 4) was appointed to a two-year term, and Commissioner Jung (Commission District 3) was appointed as an alternate.

3:45 p.m. Commissioner Weber temporarily left the meeting.

11-467 AGENDA ITEM 27 – MANAGER’S OFFICE

Agenda Subject: “Possible reappointment of Mr. Michael Moreno and appointment of an individual to the Airport Noise Advisory Panel, with terms to expire May 31, 2013. (All Commission Districts)”

On motion by Commissioner Jung, seconded by Commissioner Larkin, which motion duly carried with Commissioners Humke and Weber absent, it was ordered that Mr. Michael Moreno be reappointed to the Airport Noise Advisory Panel, with a term to expire May 31, 2013.

On motion by Commissioner Larkin, seconded by Commissioner Jung, which motion duly carried with Commissioners Humke and Weber absent, it was ordered that Mr. William Vandenburg be reappointed to the Airport Noise Advisory Panel, with a term to expire May 31, 2013.

11-468 AGENDA ITEM 28 – MANAGER’S OFFICE

Agenda Subject: “Possible reappointment of Mr. James Covert as a regular member and appointment of a regular member to serve on the Washoe County Board of Equalization with terms to expire June 30, 2015; and, appointment of an alternate member to the Washoe County Board of Equalization with a term to expire June 30, 2012. (All Commission Districts)”

Katy Simon, County Manager, explained Mr. Phil Horan and Mr. Thomas Krompetz were currently serving as alternates on the Board of Equalization. She stated Mr. Horan had expressed a desire to be appointed as a regular member and Mr. Krompetz preferred to be reappointed as an alternate. She noted there were no other applications or letters of interest received.

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Larkin, which motion duly carried with Commissioners Humke and Weber absent, it was ordered

that Mr. James Covert be reappointed and Mr. Philip Horan be appointed as regular members of the Board of Equalization with both terms to expire on June 30, 2015; and that Mr. Thomas Krompetz be reappointed as an alternate member with a term to expire on June 30, 2012.

11-469 AGENDA ITEM 30 – MANAGER’S OFFICE

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

County Manager Katy Simon stated the last Shared Services meeting had not taken place and was being rescheduled. Commissioner Breternitz indicated there had been a recent meeting of the Shared Services Subcommittee. An introductory discussion took place about business licensing.

11-470 AGENDA ITEM 31 – GOVERNMENT AFFAIRS

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

Katy Simon, County Manager, stated some issues that had been previously decided in the County’s favor were expected to come back with negative impacts because there was not enough revenue to support the budgets that had been closed. She said it was not looking good for some programs related to youth and criminal justice.

Commissioner Breternitz asked about SB 271. Ms. Simon indicated the bill had been modified to remove the supermajority voting requirement for the Tahoe Regional Planning Agency (TRPA). It also required that the TRPA’s Regional Plan consider the changing economic conditions of the Tahoe Basin. Changes that had been requested throughout the Compact would not become effective until such time as Nevada pulled out of the Compact. The amendment retained the Nevada Secretary of State as a member of the Nevada TRPA if Nevada pulled out of the Compact. The amendment also said that Nevada’s withdrawal from the Compact would take effect on October 1, 2013 unless the State of California and the U.S. Congress had ratified the proposed changes to the Compact, and the TRPA had updated its 1987 Regional Plan. The effective date might be extended to 2015 if there was substantial progress.

Chairman Breternitz explained the Nevada TRPA had a budget somewhere in the neighborhood of \$15,000 to \$20,000. The Agency had met once in two and a half years. He said it was hard for him to imagine the Nevada TRPA ramping up rapidly to take on planning for half of the Tahoe Basin.

11-471 AGENDA ITEM 34 – REPORTS AND UPDATES

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

Commissioner Jung announced the new District Health Officer had accepted the employment terms. It was emphasized to him that the Board’s stated mission and priority was still *Excellent Customer Service*, both for internal and external customers.

Commissioner Larkin stated Naomi Duerr had resigned as Director of the Flood Project. He indicated a national search would probably be conducted to find a replacement and the Deputy Director would step up in the interim. He noted the Regional Transportation Commission was undertaking a study of the road impact fee structure and looking at the possibility of purchasing back some credits in the community. He said it would most likely become a very hot issue.

Commissioner Breternitz said there had been a meeting of the Economic Development Agency of Western Nevada (EDAWN) Development Council, with presentations on the topic of *Education as it Relates to Economic Development*. He announced an upcoming meeting of the Tahoe Regional Planning Agency (TRPA) Governing Board. The TRPA Board recently had an all-day meeting where there was discussion of the total daily load of particulates. He noted the potential impact could be as high as \$10 million per year for some jurisdictions. There had also been discussion of community planning and the Regional Plan for the Tahoe Basin.

4:01 p.m. Chairman Breternitz declared a brief recess.

6:00 p.m. The Board reconvened with Commissioner Humke still absent and all other members present.

11-472 AGENDA ITEM 32 – PUBLIC WORKS

Agenda Subject: “Discussion and direction to staff regarding the Sparks Justice Court project; evaluation of the existing lease space and consideration of a potential alternative located at 1675 Prater Way (requested by Commissioner Weber). (Commission Districts 4 and 5)”

Judge Kevin Higgins stated there was an exciting opportunity to move the Sparks Justice Court to a building at 1675 East Prater Way, in a building being vacated by Sparks CityWorks. He indicated the significantly lower cost per square foot would allow the Court to expand its space. He said it looked like there was enough money in capital bonds and administrative assessment fees to pay for the tenant improvements. He noted the agenda item was the first step in directing staff to explore the possibility further.

Dan St. John, Director of Public Works, conducted a brief PowerPoint presentation that was placed on file with the Clerk. He said the proposed move appeared to be within the County's means. He presented side-by-side comparisons between the existing and proposed sites for square footage, security and costs. He observed the new site would allow an increased number of courtrooms and allow for better security. He projected tenant improvement costs and costs for fixtures, furniture and equipment to be approximately \$2.75 million. He cautioned that the information represented a very preliminary comparison.

Commissioner Larkin commended Commissioner Weber for being persistent about the issue. He asked how much money was currently in the capital account. Mr. St. John said he had been assured by the Finance Director that there was money in the capital account to cover the costs. Commissioner Larkin wondered if the building had the proper zoning. Mr. St. John replied that he had asked staff to absolutely verify the zoning, but he anticipated no problems after meeting with staff from the City of Sparks. He indicated there was still much more due diligence to be done.

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Larkin, which motion duly carried with Commissioner Humke absent, staff was directed to complete due diligence as quickly as possible and come back to the Board to report on possibilities for relocating the Sparks Justice Court.

11-473 AGENDA ITEM 33 – COMMUNITY DEVELOPMENT

Agenda Subject: “Second reading and adoption of Ordinance pursuant to Nevada Revised Statutes 278.0201 through 278.0207 approving Amendment of Conditions Case Number AC11-002, to amend an approved Development Agreement (DA09-004), to extend the approval of Tentative Map TM05-011 until July 5, 2013 with a possible extension by the director of community development until July 5, 2015 (Bill No. 1641); and if adopted, authorize Chairman to execute First Amended and Restated Development Agreement between the County of Washoe and Ladera Ranch 390, LLC. (Commission District 5)”

6:12 p.m. Chairman Breternitz opened the public hearing.

Amy Harvey, County Clerk, read the title for Ordinance No. 1461.

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried with Commissioner Humke absent, it was ordered that Ordinance No. 1461, Bill No. 1641, entitled, "**OF ORDINANCE PURSUANT TO NEVADA REVISED STATUTES 278.0201 THROUGH 278.0207 APPROVING AMENDMENT OF CONDITIONS CASE NUMBER AC11-002, TO AMEND AN**

APPROVED DEVELOPMENT AGREEMENT (DA09-004), TO EXTEND THE APPROVAL OF TENTATIVE MAP TM05-011 UNTIL JULY 5, 2013 WITH A POSSIBLE EXTENSION BY THE DIRECTOR OF COMMUNITY DEVELOPMENT UNTIL JULY 5, 2015" be approved, adopted and published in accordance with NRS 244.100.

* * * * *

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

JOHN BRETERNITZ, Chairman
Washoe County Commission

ATTEST:

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

*Minutes Prepared by
Lisa McNeill, Deputy County Clerk*

RESOLUTION

WHEREAS, Washoe County is a member of the Local Emergency Planning Committee and is a subgrantee of State Emergency Response Commission (SERC) consisting of the State Emergency Response Commission (SERC) Grant Program award in the amount of \$46,673.00, and

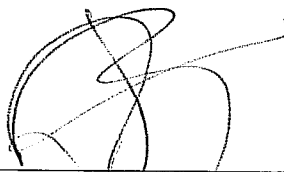
WHEREAS, For the grant listed above, Washoe County is either the recipient of grant funds for individual items for use of Washoe County, or is fiscal agent for other government entities or nonprofit organization that are also members of LEPC; and

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

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

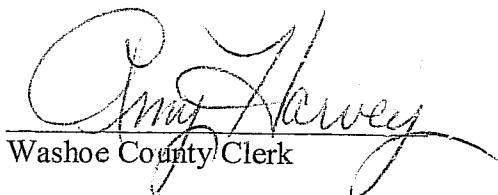
RESOLVED, That the Washoe County Board of Commissioners hereby grants to the government entities (other than Washoe County agencies for which the Board has accepted funds from the awards) and nonprofit organizations as listed on the attached grant award administrative grid, as a pass through of the amounts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

ADOPTED this 24th day of May, 2011.



John Breternitz, Chairman

ATTEST:



Washoe County Clerk

11-435

PH(1)

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

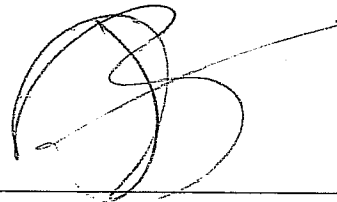
WHEREAS, NRS 244.1505 provides that a Board of County Commissioners may expend money for any purpose which will provide a substantial benefit to the inhabitants of the County and that a board may make a grant of money to a nonprofit organization created for religious, charitable or educational purposes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

WHEREAS, the Board of Commissioners of Washoe County has determined that \$64,328 in funding is needed to address improved access to basic health care needs of the uninsured and underinsured of Gerlach, as well as community planning efforts; now, therefore, be it

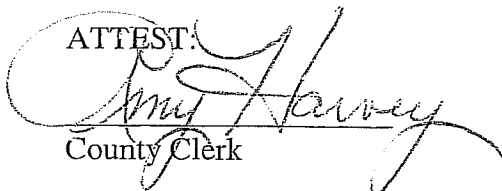
RESOLVED, by the Board of Commissioners of Washoe County that:

1. The Board finds that in making this grant a substantial benefit will be provided to the inhabitants of the County by providing improved access to basic health care for low income, uninsured, and underinsured clients living in the Gerlach area, as well as community planning for the Gerlach area.
2. The maximum amount to be expended from the grant and the conditions and limitations upon the grant are as set forth in the Interlocal Agreement, which is attached hereto and incorporated herein by reference.

Adopted this 24th Day of May 2011



John Breternitz, Chairman
Washoe County Commission

ATTEST:

County Clerk

11-436

8462

**INTERLOCAL AGREEMENT BETWEEN WASHOE COUNTY
AND
GERLACH GENERAL IMPROVEMENT DISTRICT**

Page 1 of 3

This Interlocal Agreement is made and entered into this ____ day of _____, 2011, by and between WASHOE COUNTY, a political subdivision of the State of Nevada and the GERLACH GENERAL IMPROVEMENT DISTRICT, a general improvement district created pursuant to NRS Chapter 318, hereinafter referred to as COUNTY and DISTRICT respectively.

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

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

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

It is hereby agreed as follows:

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

Community Assessment: This grant will support a Community Assessment. The assessment combines the building of local capacity with outside resource and agencies that can provide help to the community. This community based planning document will be used as a foundation for the community's efforts to create a sustainable economy built around their desired future.

Access to healthcare: This grant will support planning and implementation activities that provide increased access to basic health care for low income, uninsured, and underinsured individuals and families living in the Gerlach area.

2. Reporting District staff will provide County with summary of activities and outcomes report for the first six months of the grant and at the end of the grant term. The initial report is due by December 15, 2011, and the final report is due by June 15, 2012.

**INTERLOCAL AGREEMENT BETWEEN WASHOE COUNTY AND
GERLACH GENERAL IMPROVEMENT DISTRICT**

Page 2 of 3

3. Compensation With compliance to the requirements in this Agreement, District shall be paid the dollar amounts outlined in the following budget requirements to provide for the Community Assessment and access to Healthcare as provided herein:

Community assessment	\$6,000
Health care access planning and implementation	\$58,328
Total	\$64,328

4. Method of Payment

Reimbursement of Expenses: Grantee shall be reimbursed after eligible expenses have been incurred and expended under this Agreement in conformance with the terms and conditions of said Agreement. Grantee shall provide the following forms of financial backup: Copies of paid invoices, receipts and/or agency records of disbursements.

5. Term This Agreement shall be in effect for one (1) year, from June 1, 2011 to May 31, 2012. This Agreement shall become effective once approved by appropriate official action of the governing body of each party.

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

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

**INTERLOCAL AGREEMENT BETWEEN WASHOE COUNTY AND
GERLACH GENERAL IMPROVEMENT DISTRICT**

Page 3 of 3

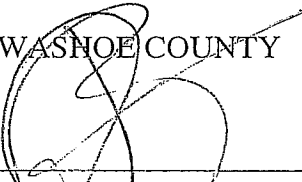
8. Notices All written notices required under this Agreement shall be addressed to the designated representative of the respective parties.

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

Sheila Stransky
Office Manager
Gerlach General Improvement District
P.O. Box 209
Gerlach, NV 89412
775-557-2601

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

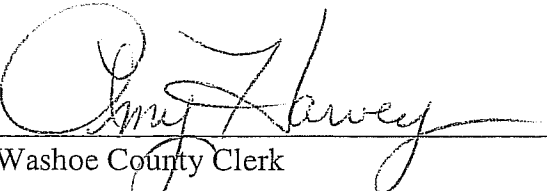
This Agreement, including any Exhibits, constitutes the entire agreement between the parties with regard to the subject matter herein, and supersedes all prior agreements, both written and oral and all other written and oral communications between the parties.

WASHOE COUNTY


John Breternitz, Chairman
Washoe County Commission

Date 5/24/11

ATTEST:



Amy Harvey
Washoe County Clerk

Date 5.24.11

GERLACH GENERAL IMPROVEMENT DISTRICT

Chairperson, Board of Trustees

Date _____

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

State Gaming Control Board
P O Box 8003, 1919 College PKWY
Carson City, NV 89702-8003
Telephone: 775-684-7714
FAX: 775-684-7723

and

Washoe County
Acting By and Through its
Washoe County Sheriff's Office
Forensic Science Division
911 Parr Blvd.
Reno, Nevada 89512
Telephone: 775-328-2800
FAX: 775-328-2831

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

WHEREAS, it is deemed that the services of WASHOE COUNTY SHERIFF'S OFFICE, FORENSIC SCIENCE DIVISION hereinafter set forth are both necessary to STATE GAMING CONTROL BOARD and in the best interests of the State of Nevada;

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

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. CONTRACT TERM. This Contract shall be effective July 1, 2011, to June 30, 2013, unless sooner terminated by either party as set forth in this Contract.
4. TERMINATION. This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Contract is withdrawn, limited, or impaired.

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

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

ATTACHMENT A: SCOPE OF WORK

7. CONSIDERATION. WASHOE COUNTY SHERIFF'S OFFICE, FORENSIC SCIENCE DIVISION agrees to provide the services set forth in paragraph (6) at a cost of \$ 869.00 for each fiscal year, plus any requested crime scene services at \$250.00/investigator/hour (state the exact cost or hourly, daily, or weekly rate exclusive of travel or per diem expenses) with the total Contract or installments payable: upon receipt of invoice(s), not exceeding \$4,238.00. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

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

9. INSPECTION & AUDIT.

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

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

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

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

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

12. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes,

floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

13. INDEMNIFICATION.

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

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

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

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

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

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

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

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

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

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

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

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

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

State Gaming Control Board

Public Agency #1

Public Agency #1 Signature

Date

Title

Washoe County

Public Agency #2

Public Agency #2 Signature

Date

Title

BOARD OF COMMISSIONERS

CHAIRMAN

ATTEST

Washoe County Clerk

Date

Title

5/24/11

County Clerk

Signature – Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS

Approved as to form by:

On

(Date)

Deputy Attorney General for Attorney General, State of Nevada

On

(Date)

Attachment A

Services Provided Under the Forensic Science Division Contract

Forensic services within the existing capabilities of the laboratory will include the following:

Trace Evidence

- Physical match
- Unknown substances
- Ignitable liquids (Arson)

Qualitative Testing of Controlled Substances

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - ✓ Up to five different items can be submitted in a case. For cases involving more than five items, contact the District Attorney handling the case and the Laboratory prior to submission.
 - ✓ Evidence will be accepted in cases that are being actively prosecuted or cases for which the Laboratory results will be used at a Grand Jury, to substantiate charges that will be filed or are pending, to obtain a warrant, in an on-going investigation or for officer safety.
- Only selected items from those submitted will be analyzed.
 - ✓ Multiple items that are visually similar in appearance and packaging only will be tested when the total net weight could substantiate a trafficking charge. This analysis may be deferred until the case is set for District Court.
 - ✓ When multiple substances likely to contain a Schedule I compound are submitted, one of each type of substance will be analyzed.
 - ✓ When a Schedule I compound is identified, substances likely to contain a compound in a lower schedule will not be analyzed.
 - ✓ Items bearing or containing residue only and paraphernalia items only will be tested when no other controlled substance evidence exists or when other items do not contain a controlled substance.
- Pharmaceutical preparations (tablets or capsules)
 - ✓ Visual examination only with comparison to a database when a scheduled controlled substance (except marijuana) is identified in a non-pharmaceutical preparation.
 - ✓ Analysis and identification of any controlled substance in one dosage unit of the pharmaceutical preparation when no other controlled substance evidence is present (except marijuana).
 - ✓ Visual examination only for pharmaceutical preparations consistent with preparations containing a prescription only or over-the-counter compound.

Additional controlled substance exhibits may be analyzed on a case by case basis. If services beyond those listed above are needed, please contact the division for consultation prior to submitting the evidence.

Shoeprint and Tire Track Comparison

Firearms/Toolmark Examinations

- Distance determination
- Comparative analysis
- Weapon function test
- Serial number restoration

Latent Print Processing

- Appropriate chemical or powder processing of submitted items
- Development and submission of latent prints of value
- WIN/AFIS (Western Identification Network/Automated Fingerprint Identification System) database
- 10-print or suspect comparison

Primary Examination

- Presumptive and Confirmatory Stain Characterization
 - Semen (presence of sperm cells)
 - Seminal fluid (absence of sperm cells)
 - Saliva
 - Blood including Human Blood
- Determination of human vs animal hair and suitability of hair for DNA testing

DNA Analysis

- Homicide (up to 15 evidentiary samples and 10 reference samples)
- Sexual crimes (with presence of sperm up to 3 evidentiary samples and 5 reference samples)
- Sexual crimes (absence of sperm up to 5 evidentiary samples and 5 reference samples)
- Crimes against a person (up to 4 evidentiary samples and 5 reference samples)
- Property crimes (up to 2 evidentiary samples and 5 reference samples)
- DNA samples in addition to above limits can be processed at \$200.00 per sample

Forensic services within the existing capabilities of the laboratory do NOT include the following:

- DNA analysis on weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny unless extenuating circumstances are approved by the Laboratory Director or DNA Supervising Criminalist.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- While the laboratory will continue to analyze liquids and solids for the presence of controlled substances; current personnel do not have the experience in the analysis of clandestine laboratories and therefore will not be able to provide detailed testimony on clandestine manufacture of drugs. This inability is limited to drug analysis not crime scene response.

- Analysis of the contents of syringes; unless extenuating circumstances approved by the Laboratory Director exist.
- Analysis of non-controlled substances
- Trace evidence analysis of fibers, glass, paint, hair and explosive materials
- Document examination such as handwriting comparisons
- With the conversion of all agencies to digital cameras, the need for processing of 35mm film and creating photographic prints has fallen to a level that it is no longer practical to maintain the necessary equipment. Therefore photographic prints and 35mm film processing will no longer be offered.

The following services can be offered on a fee for service basis:

Crime Scene Investigation

- Crime Scene Investigation can be provided for the following types of cases at a rate of \$250.00 per hour per investigator. Calls outside of the Reno area will always required a minimum of 2 investigators. The FIS Sergeant will determine the number of investigators needed based on the case information.
 - Homicide
 - Attempted homicide
 - Officer involved shootings
 - Questionable deaths with detective on scene
 - Kidnapping
 - Child abuse
 - Sexual assault with substantial bodily injury or unknown suspect
 - Battery with a deadly weapon with substantial bodily injury
 - Armed robbery with substantial bodily injury
 - Bank robbery with substantial bodily injury
 - Robbery, strong armed, with substantial bodily injury
 - Fatal traffic accidents when vehicular homicide is suspected
 - Homicide autopsy

Photo Laboratory services can be provided per the following fee schedule:

- \$15.00 per CD

Note: The IBIS (Integrated Ballistic Identification System) (firearms database) is included for all agencies. This is not a service that is charged for.

This scope of work does not include Toxicology services. Toxicology will continue to be billed on a per test basis. If you have any questions regarding Toxicology services, contact the Forensic Science Division.

**INTERLOCAL AGREEMENT FOR
ADMINISTRATIVE & SUPPORT SERVICES**

This Interlocal Agreement is made and entered effective July 1, 2011, by and between Washoe County, a political subdivision of the State of Nevada (hereinafter "County") and the Sierra Fire Protection District, a fire district organized pursuant to chapter 474 of the Nevada Revised Statutes (hereinafter "District").

WHEREAS, the parties are public agencies authorized by chapter 277 of the Nevada Revised Statutes to enter into interlocal agreements for the performance of governmental services for each other; and

WHEREAS, County and the District entered into an agreement for administrative and support services effective July 1, 2006, which was amended and expanded by the parties on April 8, 2008 (mistakenly referencing the 2006 agreement by the date of July 1, 2007); and

WHEREAS, County and the District acknowledge the District's financial limitations and resulting expanded dependence upon County administrative and support services, of which County is willing to provide and shall henceforth perform and act on behalf of the District, subject to direction and continuing authority from the parties' respective Boards; and

WHEREAS, the parties further desire to restate and expand the 2006 agreement as amended and supersede it with this new consolidated agreement.

NOW THEREFORE, with full incorporation by this reference of all recitals set forth above, it is agreed between the parties as follows:

1. **County's Responsibilities.** County is responsible for the following administrative and support services to be performed on behalf of the District:

1.1 The County Manager's office is authorized and shall perform all District Board support and agenda functions, committee and task force support, development of independent contractor agreements and service contracts, coordination of fire related regionalization efforts, as well as advice to the District's Chief on logistical, political, budget, legislative and interagency matters affecting the District, and finally perform other administrative and management related functions as deemed necessary.

1.2 The County Comptroller is authorized, designated and shall act as the District's comptroller and shall perform the functions described in NRS Chapter 251 and any pertinent chapters of state law and county code, to include without limitation the prompt payment of claims.

1.3 The County District Attorney is authorized, designated and shall perform as the official attorney those functions as described in NRS Chapters 41 and 252.

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1.4 The County Human Resources Department is authorized and shall perform all personnel functions, including without limitation, recruitment, testing, policy training, harassment and discrimination investigation, assistance with the placement and administration of employee/retiree health benefit programs, and such other personnel functions as it performs for the County.

1.5 The County Information Technology Department is authorized and shall perform all services comparable to those provided to county departments.

1.6 The County Labor Relations Manager (or consultant) is authorized and shall perform all services comparable to those provided to County.

1.7 The County Public Works Department is authorized and shall perform all capital construction and property management services, subject to the same state and local law authorities and restrictions as govern the performance of these functions for the County. The General Services Division of this Department shall provide station maintenance and also, on a cost reimbursement basis, provide vehicle maintenance.

1.8 The County Purchasing Department is authorized and shall perform all purchasing, purchase order issuance, appropriate contract execution, and property disposal, subject to the same state and local law authorities and restrictions as govern his performance for the County, provided that the District Chief shall retain authority and responsibility for incident cost share decisions under automatic and mutual aid agreements.

1.9 The County Risk Manager is authorized and shall perform certain risk management and insurance functions, namely review of contracts and limits, lease agreements and contracts with other agencies, assistance with placement and administration of property and liability insurance and worker's compensation insurance.

1.10 County shall provide office space sufficient for the administrative and fire prevention staff of the District at a location to be designated by County.

2. District's Responsibilities. As consideration for the County's administrative and support services set forth above, District shall perform the following:

2.1 Must use the services described above and provide full and timely cooperation with the County to ensure those services are properly delivered to the District.

2.2 Pay monthly to the County, or other frequency as agreed to by the parties, 33⅓% of the salary and annual benefits of the County's Fire Services Coordinator position.

2.3 Pay monthly to the County, or other frequency as agreed to by the parties, all of the salary and annual benefits of a position classification as determined by the County to be employed in the County's Management Services Division.

2.4 Supplement efforts by other fire agencies to provide emergency medical response and fire protection, prevention and investigation services in areas of Washoe County not within the boundaries of any other fire protection district, to wit, all of the unincorporated areas north of Township 22N, MDB&M. The District's Chief may withdraw or refuse, in his sole discretion, such assistance when it conflicts with emergency demand in the District.

2.5 Assist County as may be reasonably requested of the District with the development of hazardous fuels management and reduction plans and projects in Washoe County parks and open space and confirmation that treatments comply with approved plans.

2.6 Prompt payment of out-of-pocket expenses incurred by any County department incidental to the performance of services set forth in Paragraph 1 above.

2.7 Obtain and maintain such insurance as the County Risk Manager deems necessary to protect and hold County harmless for and against any and all loss, damages, claims or suits that may arise against County for its performance under this Agreement.

3. **Performance Review.** The parties agree that this Agreement is intended to be an arms length business relationship between two independent public entities. Every 6 months starting on or before January 1, 2012, the parties agree to meet and confer on their respective performances under this Agreement for the purpose of determining adjustments if any to the purposes and fairness of this Agreement and the performance obligations of each other. Additionally, each year on or before July 1 the parties shall submit agenda items to their respective governing bodies for a review of performances under this Agreement and any amendments that may be appropriate.

4. **Termination.** This Agreement may terminate upon the mutual agreement of the parties.

5. **Sole Agreement.** This Agreement contains all the commitments and agreements of the parties and supersedes and replaces the parties' 2006 agreement and 2008 amendment thereof. Any 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 6.

6. **Amendment.** This Agreement may be amended or modified only by the mutual written agreement of the parties which has been ratified in accordance with law.

7. **Severability.** 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.

8. **Waiver.** 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.

9. **Governing Law; Venue.** This Agreement shall be governed, interpreted and

construed in accordance with the laws of the State of Nevada and venue for any action based upon its terms and the parties' performance hereunder shall be in the Second Judicial District Court of Washoe County.

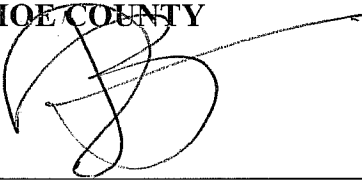
10. **Limited Liability.** The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases.

IN WITNESS WHEREOF, the parties have set their hands with the intent to be bound.

WASHOE COUNTY

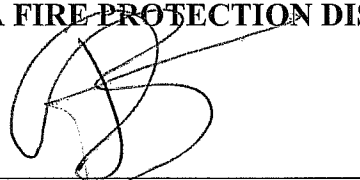
SIERRA FIRE PROTECTION DISTRICT

By:



John Breternitz, Chair

By:



John Breternitz, Chair

Date signed:

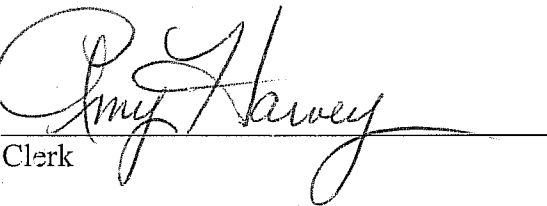
5/24/11

Date signed:

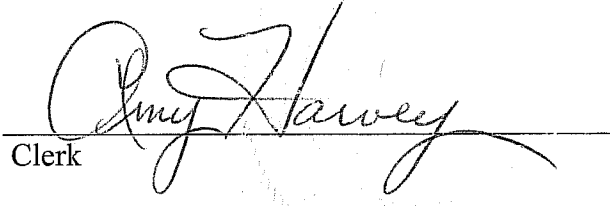
5/24/11

ATTEST:

ATTEST:



Clerk



Clerk

Overview of Sierra Fire Protection District's administrative and management support expectations

- Administration of District payroll processing system that includes sufficient controls and supervisory oversight to satisfy audit requirements
- 2. Develop and maintain records and report related employee usage of FLSA, shift overtime, on-shift overtime, sick, vacation, military, FMLA and comp time
- Manage and coordinate medical benefits program including enrollment, changes to beneficiaries, retiree's reimbursements and related items
- Monitor SAP reporting to provide budget reports in coordination with District's financial consultant to include but not be limited to line item expenditures and generate appropriate reports.
- Administer billing/invoicing and accounting for District services including fire, fuels management and grants consistent with grant and contractual requirements
- Monitor and document Procurement card utilization
- Administration of requisition process
- Assist with editing and posting of District policies, procedures, receipt, and maintenance of employee acknowledgement forms
- Administer in coordination with the appropriate Chief Officer, Inventory management of vehicles and other district properties
- Manage database related to tracking and notification of Heart and lung physical due dates and completion for career and volunteer staff (Volunteer Program Coordination to be done by contractor)
- Administrative support related project management
- District web site maintenance within the technical capabilities of staff.
- Administration and oversight of District records to include main point of contact for phone, mail and email and provide coordination of requests for information including but not limited to; public records requests etc.

11-11-15