

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

TUESDAY

10:00 A.M.

JANUARY 10, 2012

PRESENT:

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

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

The Washoe County Board of Commissioners convened at 10:05 a.m. in regular session in the Commission Chambers of the Washoe County Administration Complex, 1001 East Ninth Street, Reno, Nevada. Following the Pledge of Allegiance to the flag of our Country, the Clerk called the roll and the Board conducted the following business:

12-01 AGENDA ITEM 3 – ELECTION OF CHAIRMAN

Agenda Subject: “Election of Chairman of the Washoe County Board of Commissioners.”

Commissioner Weber nominated Commissioner Larkin for Chairman.

In response to the call for public comment, Sam Dehne remarked on the nomination process.

Commissioner Weber thanked Commissioner Breternitz for being respectful, which was an admirable quality. She praised him for a job well done while serving as Chairman over the past year. Commissioner Jung agreed with those comments and said that Commissioner Breternitz had been steady and honest and had pursued and persevered along with his values.

On behalf of the staff, Katy Simon, County Manager, thanked Commissioner Breternitz. She said he always listened before deciding and was diligent in respecting the values of others. She was grateful for the leadership he had shown throughout the past year.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried with Commissioner Humke absent, it was ordered

that Commissioner Larkin be elected as the Chairman of the Washoe County Board of Commissioners. Commissioner Larkin assumed the gavel and presided over the meeting.

12-02 AGENDA ITEM 4 – ELECTION OF VICE CHAIRMAN

Agenda Subject: “Election of Vice Chairman of the Washoe County Board of Commissioners.”

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

Chairman Larkin nominated Commissioner Weber as Vice Chairperson.

There was no response to the call for public comment.

On motion by Chairman Larkin, seconded by Commissioner Humke, which motion duly carried, it was ordered that Commissioner Weber be elected as the Vice Chairperson of the Washoe County Board of Commissioners.

12-03 AGENDA ITEM 5 – 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.”

Tom Bruno voiced his concerns about the current policies for the Alarm Ordinance. He said with the non-response by the Washoe County Sheriff’s Office (WCSO), criminals would be enticed to burglarize the Incline Village community. He discussed a recent incident where a residence was burglarized and several electronic devices were stolen. By not responding, he said the WCSO would be “penny-wise and tom-foolish” and, once it was known that the WCSO would not respond to alarms, there could be an increase in crime and the possible loss of life.

Lawrence Wodarski spoke on the Alarm Ordinance and the concerns that had been raised in regard to public safety. As owner of a property management company in Incline Village, he said a call was received from a security company that involved a burglary alarm system. He called the WCSO and was informed that a responsible party needed to be on-site and note suspicious activity. Mr. Wodarski indicated that he sent an employee to the residence; however, that employee was unsure how to note suspicious activity. He said a forced entry was found near the lower level of the property in a vulnerable location. The employee called the WCSO who responded, but at that point the employee felt he had put himself in harms way. Mr. Wodarski said that the WCSO reaffirmed the policy and explained how suspicious activity could be noted.

Sam Dehne spoke on the upcoming separation between the Truckee Meadows Fire Protection District and the City of Reno Fire Department.

Barry Kitt stated his concerns about the current Alarm Ordinance and the non-response by the WCSO. He explained when Ordinance 1420 was originally adopted, \$24 per year would be collected from owners under 65 years of age and \$12 a year collected from residents over the age of 65 for having an alarm. With that program in place, false alarms dropped from 2,900 in 2009 to 1,900 in 2010 and 1,073 in 2011 and an outside company was hired to administer the program. Mr. Kitt said the Ordinance had been changed whereas a fee would not be charged in subsequent years if a residence had no false alarms. However, this caused a reduction in the collection of fees, which were needed as a partial offset for the WCSO overtime costs as they responded to alarm calls. He indicated if the Board put the fee back in place and charged residents annual fees, the WCSO indicated a commitment to respond. He explained if a person broke into his home and held a gun to his head, the alarm could go off. The alarm monitoring company would call to see if there was a problem, but because of the situation, how would he reply. There could be dire circumstances if there was no response. Mr. Kitt said the Ordinance was broken and the Board needed to fix the problem they created. Since he felt the Board was putting residents at risk, he said there should be a compromise with the WCSO to change the policy or procedure.

12-04 AGENDA ITEM 6 – 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, introduced Nancy Leuenhagen as the new Community Relations Manager. She noted that Agenda Item 7 would be moved to 11:00 a.m. when the first responders would be available.

Commissioner Weber spoke on the agenda item that listed the Boards and Commissions the Commissioners sat on. She asked if there could be a discussion to deem if that three page listing was still necessary to include. She requested a presentation from the United States Postal Service (USPS) concerning the public input in regard to the potential closing of the local processing center. Commissioner Weber suggested the minutes from the Strategic Planning Retreat held in December of 2011 be included on the County’s website for citizens to read what was discussed by the Board for the upcoming year. She thanked the Clerk’s Office for always doing a good job on the minutes.

Commissioner Humke spoke on a situation involving Hidden Valley Regional Park. He said many dogs were allowed to run loose in that Park even though it was not designated a dog park. He requested a presentation to discuss all County Parks. He also requested a presentation from the Washoe County Sheriff’s Office (WCSO)

about certain areas that were defacto shooting areas, but not shooting ranges. Commissioner Humke also requested a full presentation from the WCSO about response rates for all areas.

Commissioner Breternitz said he had been in conversation with the WCSO about the Alarm Ordinance and felt there was some misinformation about the ordinance. He requested an agenda item to discuss the Alarm Ordinance and the fees associated with that ordinance.

12-05 AGENDA ITEM 8 – MANAGEMENT SERVICES

Agenda Subject: “Certificates of Appreciation--Greg Peek, Rand Tanner and Tim Ruffin for their service on the Washoe County Organizational Effectiveness Committee. (All Commission Districts.)”

Katy Simon, County Manager, thanked Greg Peek for his dedication to the community. Mr. Peek thanked the Board for establishing the Organizational Effectiveness Committee (OEC). He said it was an honor to serve on the OEC and thanked the Board for their appointment.

There was no public comment on this item.

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

12-06 AGENDA ITEM 9 - RESOLUTION

Agenda Subject: “Resolution--in support of maintaining the US Postal Service processing center in Reno, Nevada. (Requested by Commissioner Jung.)”

Commissioner Jung read the Resolution and spoke on the potential closure of the Vassar Street Processing Center. She stated that she had spoken to Assemblywoman Debbie Smith and Senator Harry Reid in an attempt to delay this cost-cutting measure. Commissioner Jung remarked that the closure would negatively affect businesses in northern Nevada. She noted that the decision would be made later in the year and urged the other Board members to contact their congressional representatives.

Commissioner Weber said it was important to consider the loss of jobs. She said citizens needed to be concerned about that consequence.

In response to the call for public comment, Sam Dehne supported the Resolution and hoped that the Processing Center would remain open.

On motion by Commissioner Jung, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 9 be adopted. The Resolution for same is attached hereto and made a part of the minutes thereof.

CONSENT AGENDA

12-07 AGENDA ITEM 10A - MINUTES

Agenda Subject: “Approve minutes for the Board of County Commissioners' Strategic Planning Retreat of November 10, 2011.”

There was no public comment on this item.

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

12-08 AGENDA ITEM 10B - ASSESSOR

Agenda Subject: “Approve roll change requests for errors discovered for the 2010/11, 2009/10 and 2008/09 unsecured tax rolls; and if approved, authorize Chairman to execute Order and further direct the Washoe County Treasurer to correct the error(s) and notify the taxpayer if an adjustment to the tax bill is necessary [cumulative amount of reduction \$9,489.45]. (All Commission Districts.)”

There was no public comment on this item.

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

12-09 AGENDA ITEM 10C – COMMUNITY DEVELOPMENT

Agenda Subject: “Approve State of Nevada Importer and Wholesale Dealer of Wine, Liquor and Beer License and a Washoe County Importer/Wholesaler Intoxicating Liquor License for LeRoy D. Aday, dba Napa Sonoma Trading Company; and if approved, direct that each Commissioner sign the original copy of the State of Nevada Application for License for Importer and Wholesale Dealer of Wine, Liquor and Beer. (Commission District 5.)”

There was no public comment on this item.

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

12-10 AGENDA ITEM 10D – DISTRICT ATTORNEY

Agenda Subject: “Approve payments [\$10,377.36] to vendors for assistance of 44 victims of sexual assault; and if approved, 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 public comment on this item.

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

12-11 AGENDA ITEM 10E - FINANCE

Agenda Subject: “Accept the resignation of Bill Berrum from serving as a Trustee on the Washoe County, Nevada Other Post Employment Benefits (OPEB) Trust Fund Board of Trustees; appoint John Sherman to fill the vacancy created by Bill Berrum’s resignation; and appoint Sheri Mendez to fill the Trustee position of “employee of the Employer who manages the fiscal affairs of the Employer” vacancy created by John Sherman’s retirement from the Employer, per Article VI, 6.1(a) of the Trust Agreement for Washoe County, Nevada OPEB Trust Fund, adopted by the Board of County Commissioners on May 11, 2010 and restated on February 8, 2011. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that the resignation of Bill Berrum from serving as a Trustee on the Washoe County, Nevada Other Post Employment Benefits (OPEB) Trust Fund Board of Trustees be accepted. It was further ordered that John Sherman be appointed to fill the vacancy created by Bill Berrum’s resignation and Sheri Mendez be appointed to fill the Trustee position of “employee of the Employer who manages the fiscal affairs of the Employer” vacancy created by John Sherman’s retirement from the Employer, per Article VI, 6.1(a) of the Trust Agreement for Washoe County, Nevada OPEB Trust Fund, adopted by the Board of County Commissioners on May 11, 2010 and restated on February 8, 2011.

12-12 AGENDA ITEM 10F - PURCHASING

Agenda Subject: “Authorize Purchasing Office to release an Invitation to Bid to establish a new roster of bulk fuel suppliers who shall be polled on a weekly basis for bulk fuel prices for Washoe County and participating joinder agencies, extend the existing Invitation to Bid award for up to 90 days; and authorize the Purchasing Office to begin the bid proposal process. Based on past purchasing activities, bulk fuel purchases for Washoe County are estimated at \$75,000 annually subject to market conditions. (All Commission Districts.)”

There was no public comment on this item.

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

12-13 AGENDA ITEM 10G - PARKS

Agenda Subject: “Accept cash donations [\$48,138.76] from various businesses, organizations and individuals and acknowledge in-kind donations for the Department of Regional Parks and Open Space programs and facilities; and if accepted, direct the Finance Department to make the appropriate budget adjustments. (All Commission Districts.)”

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

There was no public comment on this item.

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

12-14 AGENDA ITEM 10H – WATER RESOURCES

Agenda Subject: “Approve Purchase and Sale Agreement between Washoe County and Huskers Nevada, LLC for the purchase of 6.84 acre feet of Truckee River water rights in support of the Golden Valley Artificial Recharge Program [\$49,583.16 – Water Resources enterprise fund]; and approve two associated Water Rights Quitclaim Deeds (between Washoe County, Hamilton Homes and Huskers Nevada, LLC) and (between Washoe County, TRI-FIN, LLC and Huskers Nevada, LLC) conveying the right, title and interest of the subject water rights to Washoe County. (Commission Districts 3 and 5.)”

There was no public comment on this item.

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

12-15 AGENDA ITEM 10I(1) – HEALTH DISTRICT

Agenda Subject: “Approve amendments [increase of \$4,755 in both revenue and expense] to the Fiscal Year STD Program Grant budget (IO 10014); and if approved, direct the Finance Department to make the appropriate budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 10I(1) be approved and directed.

12-16 AGENDA ITEM 10I(2) – HEALTH DISTRICT

Agenda Subject: “Approve amendments [increase of \$5,000 in revenue and \$3,000 in expense] to the Fiscal Year 2012 Medical Reserve Corps (MRC) - National Association of County and City Health Officials (NACCHO) Grant budget (IO 10969); approve amendments [increase of \$2,000 in expense] to the MRC-NACCHO Grant budget (IO10655); and if approved, direct Finance Department to make the appropriate budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 10I(2) be approved and directed.

12-17 AGENDA ITEM 10I(3) – HEALTH DISTRICT

Agenda Subject: “Approve Interlocal Agreement between the Washoe County Health District and Washoe County (Parks Department) to provide storage and emergency operation activation of the VoiceStar CMS-T300 Series Portable Changeable Message Sign and Highway Advisory Radio equipment for the period upon ratification through June 30, 2012 unless extended by the mutual agreement of the Parties; with automatic renewal for two successive one-year periods for a total of three years on the same terms unless either party gives the other written notice of nonrenewal at least 60 days prior to June 30 of each year. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 10I(3) be approved. The Agreement for same is attached hereto and made a part of the minutes thereof.

12-18 AGENDA ITEM 10I(4) – HEALTH DISTRICT

Agenda Subject: “Approve Interlocal Agreement between the Washoe County Health District and the North Lake Tahoe Fire Protection District to provide storage and emergency operation activation of the VoiceStar CMS-T300 Series Portable Changeable Message Sign and Highway Advisory Radio equipment for the period upon approval through June 30, 2012 unless extended by the mutual agreement of the Parties; with automatic renewal for two successive one-year

periods for a total of three years on the same terms unless either party gives the other written notice of nonrenewal at least 60 days prior to June 30 of each year. (Commission District 1.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 10I(4) be approved. The Agreement for same is attached hereto and made a part of the minutes thereof.

12-19 AGENDA ITEM 10J(1) – INTERNAL AUDIT

Agenda Subject: “Retroactively approve the Audit Committee appointment of Ms. Elaine Alexander to serve on the Washoe County Audit Committee for a two year term effective January 1, 2012 and expiring on December 31, 2013. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Ms. Elaine Alexander be appointed to serve on the Washoe County Audit Committee for a two year term effective January 1, 2012 and expiring on December 31, 2013.

12-20 AGENDA ITEM 10J(2) - MANAGER

Agenda Subject: “Appoint Al Rogers as Acting Regional Parks & Open Space Director [10% temporary pay adjustment] to be retroactively effective January 1, 2012. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Al Rogers be appointed as Acting Regional Parks and Open Space Director [10 percent temporary pay adjustment] to be retroactively effective January 1, 2012.

12-21 AGENDA ITEM 10K(1) – PUBLIC WORKS

Agenda Subject: “Authorize the Public Works Department to prepare Lease Agreements for end users to access, by cellular methods, the Regional Virtual Reference Station (VRS) network utilizing GPS corrections for high accuracy real time positions. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 10K(1) be authorized.

12-22 AGENDA ITEM 10K(2) – PUBLIC WORKS

Agenda Subject: “Adopt and execute a Resolution accepting real property [approximately 229 square feet of APN 123-133-22] for use as a public street right-of-way at the intersection of Gonowabie Road and State Highway 28; and if adopted, authorize the Public Works Director to record the Resolution. (Commission District 1.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 10K(2) be adopted, authorized and executed. The Resolution for same is attached hereto and made a part of the minutes thereof.

12-23 AGENDA ITEM 10L(1) - SHERIFF

Agenda Subject: “Accept donations [\$324.45] to the Washoe County Sheriff’s Office, Search and Rescue; and if accepted, authorize Finance to make the necessary budget adjustments. (All Commission Districts.)”

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

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 10L(1) be accepted and authorized.

12-24 AGENDA ITEM 10L(2) - SHERIFF

Agenda Subject: “Accept donation [\$4,000] from the Truckee River Yacht Club for the enhancement and protection of flora from non-native beaver species by work crews under the auspices of the Sheriff’s Office for Sheriff’s Community Work Crews to use the chicken wire to wrap several species of trees along the Truckee River in an effort to protect the trees from continued damage caused by beavers; and if accepted, direct Finance Department to make necessary budget adjustments. (All Commission Districts.)”

On behalf of the Board, Commissioner Jung thanked the Truckee River Yacht Club for their generous donation.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 10L(2) be accepted and directed.

12-25 AGENDA ITEM 10L(3) - SHERIFF

Agenda Subject: “Approve Washoe County Sheriff’s Office and Purchasing Department to waive the optional one year renewal on the current Medical Services contract and develop and administer a Request for Proposal for Pre-placement, Annual and Related Medical Services for Sheriff’s Office Personnel. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 10L(3) be approved.

12-26 AGENDA ITEM 10L(4) - SHERIFF

Agenda Subject: “Approve Interlocal Agreement – RAVEN Fire Training, Monitoring and Suppression Personnel and Equipment between the County of Washoe (Washoe County Sheriff’s Office), Sierra Fire Protection District, Truckee Meadows Fire Protection District, City of Reno (as agent for Truckee Meadows Fire Protection District) and the North Lake Tahoe Fire Protection District; and accept associated funds from the participating local fire agencies [\$10,000] from North Lake Tahoe Fire Protection District, [\$15,000] from the Sierra Fire Protection District, and [\$50,000] from the Truckee Meadows Fire Protection District, to be paid in accordance with the interlocal agreement to the Washoe County Sheriff’s Office Regional Aviation Enforcement Unit, (RAVEN). (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 10L(4) be approved and accepted. The Agreement for same is attached hereto and made a part of the minutes thereof.

12-27 AGENDA ITEM 10M(1) – SOCIAL SERVICES

Agenda Subject: “Authorize Department of Social Services to accept State grant [\$10,000, no County match] to promote the Sleep Safe Baby Campaign to increase public awareness on the dangers of co-sleeping with your infant and to help train and spread the message about Safe Sleeping; and if accepted, authorize the Department to expend the grant revenue and direct Finance to make the appropriate budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 10M(1) be authorized, accepted and directed.

12-28 AGENDA ITEM 10M(2) – SOCIAL SERVICES

Agenda Subject: “Authorize Department of Social Services to accept Federal Title IV-B Subpart 2 grant [\$20,079, \$6,693 County match required] designated to increase primary caseworker visits and increases the amount of overtime available to workers and allow the Department to purchase equipment to document the visitation; and if approved, authorize the Department to expend the grant revenue and direct Finance to make the appropriate budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz which motion duly carried, it was ordered that Agenda Item 10M(2) be authorized, approved and directed.

BLOCK VOTE

The following agenda items were consolidated and voted on in a block vote: Agenda Items 13, 14, 15, 16, 17, 18, 19, 20, 22, 23, 24, 25 and 26.

12-29 AGENDA ITEM 13 - PARKS

Agenda Subject: “Recommendation to authorize Washoe County Public Works, in coordination with Regional Parks and Open Space, to proceed with a Request for Qualifications for selection of a qualified consultant to design a water play/splash park component at North Valleys Regional Park [not to exceed \$250,000] funded by Sierra Sage Golf Course water rights proceeds. (Commission District 5.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 13 be authorized.

12-30 AGENDA ITEM 14 – PARKS

Agenda Subject: “Recommendation to accept the third and final draw [\$2,000,000] of State Question 1 bond proceeds from the State of Nevada for previously approved Truckee River Projects. (All Commission Districts.)”

There was no public comment on this item.

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

12-31 AGENDA ITEM 15 - SHERIFF

Agenda Subject: “Recommendation to approve purchase of eight Network First Gateways and various equipment to provide interoperability Public Safety Answering Points in eight Northern Nevada counties as outlined in the Nevada Dispatch Interconnect Project through sole source vendor, Harris Corporation [not to exceed \$496,357] utilizing State Homeland Security Program grant funding. (All Commission Districts.)”

There was no public comment on this item.

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

12-32 AGENDA ITEM 16 - SHERIFF

Agenda Subject: “Recommendation to approve award of Washoe County RFP #2800-12, on behalf of the Washoe County Sheriff’s Office, to Olympic Security for courthouse security officer services to support the Washoe County court system and authorize the Purchasing and Contracts Manager to execute a two-year contract with option to renew for one additional year. Dependent upon final options selected, contract value will be approximately \$885,000 per year (Option A with current court security levels) or approximately \$980,000 per year (Option B with increasing current court security levels by opening the Virginia Street door access). (All Commission Districts.)”

Assistant Sheriff Lisa Haney explained that Chief Judge Connie Steinheimer had requested a calculation for the costs to re-open the Virginia Street entrance to the Courthouse, which had been closed for several years. She said Option B included the cost for that re-opening, which would entail an additional \$200,000 over a two-year period. Assistant Sheriff Haney noted that Option A was the preferred option.

Commissioner Jung inquired on the total savings achieved with the outsourcing. Assistant Sheriff Haney replied that the savings with Option A would be approximately \$600,000 over a two-year period. Since it would achieve the most savings, Commissioner Jung supported Option A.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 16 be approved, authorized and executed. It was noted that Option A with the current court security levels was chosen.

12-33 AGENDA ITEM 17 - SHERIFF

Agenda Subject: “Recommendation to accept direct grant award from the Nevada Division of Emergency Management Federal Fiscal Year 2009 Department of Homeland Security Project No. 9700109 [\$276,950, no County match] supporting Interoperable Emergency Communication Grant Program and current independent contract with North Lake Tahoe Fire Protection District; and if accepted, authorize Finance to make necessary budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 17 be accepted and authorized.

12-34 AGENDA ITEM 18 - SHERIFF

Agenda Subject: “Recommendation to approve the Shared Services Elected Officials Committee recommendation to co-locate the Washoe County Dispatch (Incline) operation with the Reno Emergency Communications Center (ECOMM) and to authorize modification of existing operating agreement between Reno ECOMM and Washoe County to reflect increase in expenditures for Washoe County and a decrease in expenditures for Reno as a result of the cost share of co-location. [One-time cost to co-locate Washoe County Dispatch (Incline) with Reno ECOMM estimated at \$140,000]; and if approved, authorize the transfer of \$140,000 in budget authority from the Contingency Account to the Washoe County Sheriff's Office account to cover the set-up costs and direct the Finance Department to make the appropriate budget adjustments. (All Commission Districts.)”

Katy Simon, County Manager, explained that the Contingency Account was an emergency account line item in the budget. She said the County typically budgeted about \$1 million of contingency for an entire Fiscal Year, which was available for items that occurred beyond the budgeted and anticipated expenditures.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 18 be approved, authorized and directed.

12-35 AGENDA ITEM 19 – HEALTH DISTRICT

Agenda Subject: “Recommendation to approve amendments [increase of \$117,705 in both revenue and expense] to the Fiscal Year 2012 Family Planning Program Grant budget (IO 10025); and if approved, direct the Finance Department to make the appropriate budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

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

12-36 AGENDA ITEM 20 – HEALTH DISTRICT

Agenda Subject: “Recommendation to approve amendments [increase of \$230,000 in both revenue and expense] to the Fiscal Year 2012 Air Quality Management, DMV Excess Reserve Grant Program (IO 11001); and if approved, direct Finance Department to make the appropriate budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 20 be approved and directed.

12-37 AGENDA ITEM 22 – PUBLIC WORKS

Agenda Subject: “Recommendation to authorize the Public Works Department to prepare contract documents and bid the ‘Gonowabie Slope Repair’ project [estimated \$210,000]; funding source – Fiscal Year 2011/2012 Roads capital budget. (Commission District 1.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 22 be authorized.

12-38 AGENDA ITEM 23 – PUBLIC WORKS

Agenda Subject: “Recommendation to approve transfer [\$110,000] in budget authority from the Contingency Account to the Public Works Engineering account to pay the previously approved settlement agreement between Washoe County, the Spanish Springs Valley Ranches Property Owners Association and 16 property owners related to Special Assessment District 32; and if approved, direct the Finance Department to make the appropriate budget adjustments. (Commission District 4.)”

Katy Simon, County Manager, explained that this settlement was previously approved, but where the funds would come from to pay that settlement had been omitted.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 23 be approved and directed.

12-39 AGENDA ITEM 24 – PUBLIC WORKS

Agenda Subject: “Recommendation to approve Agreement for Testing and Inspection Services between the County of Washoe and Construction Materials Engineers, Inc. for Washoe County, Nevada, Special Assessment District No. 32 (Spanish Springs Valley Ranches Roads) [not to exceed \$234,163]; funding source-Capital Improvement Fund Project SA599320. (Commission District 4.)”

Commissioner Weber recused herself from this item because her husband was a partner with Construction Materials Engineers, Inc.

Dave Solaro, Acting Public Works Director, noted that 2 jobs would be sustained or created with this project.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried with Commissioner Weber recusing, it was ordered that Agenda Item 24 be approved.

12-40 AGENDA ITEM 25 – PUBLIC WORKS

Agenda Subject: “Recommendation to approve Amended Agreement for Professional Engineering Services between the County of Washoe and Poggemeyer Design Group (amends Agreement executed June 14, 2002) for Washoe County, Nevada, Special Assessment District No. 32 (Spanish Springs Valley Ranches Roads)

[not to exceed \$634,441]; funding source Capital Improvement Fund Project SA599320. (Commission District 4.)”

Dave Solaro, Acting Public Works Director, noted that 2 jobs would be sustained or created with this project.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 25 be approved.

12-41 AGENDA ITEM 26 – PUBLIC WORKS

Agenda Subject: “Recommendation to award bid for the Washoe County, Nevada, Special Assessment District No. 32 (Spanish Springs Valley Ranches Roads) to the lowest, responsive and responsible bidder (staff recommends Q&D Construction Inc. [\$8,517,530]; funding source is the Capital Improvement Fund, \$8,283,782 from Project SA599320 - SAD32-SS Valley Ranches Roads and \$233,748 from Project PW920544.8-781080 – Overlay/Slurry Seal Parking; and if awarded, authorize Chairman to execute the contract documents. (Commission District 4.)”

Dave Solaro, Acting Public Works Director, noted that 87 jobs would be sustained or created with this project.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 26 be awarded, authorized and executed.

12-42 AGENDA ITEM 21 – COMMUNITY DEVELOPMENT

Agenda Subject: “Recommendation to acknowledge report on regulatory barriers to local food production, processing, sale and distribution; and possibly direct staff to remove said barriers through potential amendments to the Development Code. (All Commission Districts.)”

Chad Giesinger, Sr. Planner, conducted a PowerPoint presentation, which was placed on file with the Clerk. The presentation highlighted the identified barriers, Table of Uses, classification of uses, allowed uses and lot size, conditional uses and the recommended amendments. He said the Code was more liberal than many other codes that were reviewed across the country, but there was significant room for improvement.

Commissioner Humke questioned the demand that drove this analysis. Mr. Giesinger replied that Commissioners Jung and Weber had discussed this issue with the department. When the economy took a downturn, there were more customers inquiring

about entrepreneur activities and converting their existing assets and skills. Commissioner Humke asked if the existing ordinances were barriers for entrepreneurs and, if the recommended action would reduce some of those barriers. Mr. Giesinger stated that was correct.

Commissioner Jung inquired if there was a community advisory group to help review some of the policies. Mr. Giesinger replied that a working group would be formed and then contact would be made with local organizations who currently engaged in those functions. He noted that the District Health department had recently approved the formation of a Food Policy Council that would bring in industry experts, Citizen Advisory Board's (CAB's) and the public.

Commissioner Jung explained that when she attended the National Association of Counties (NACo) annual conference in Portland, Oregon she went on a tour of the City's partnership with a non-profit organization that conducted a community garden on City land and who requested applications for apprentice farmers. She said over 500 applications were received for three positions. Commissioner Jung remarked that resurgence in home-grown entrepreneur opportunities had emerged. She suggested that the Community Relations Manager strive for the County to receive national attention for local food production in order to attract some entrepreneurs to the community.

Commissioner Weber believed that the Development Code needed to also review neighborhood markets. She felt fewer regulations were needed which could be discussed through the advisory council. Commissioner Weber spoke on the advantages of community gardens and hoped that the Board could review the concept.

Chairman Larkin indicated that Carson City had a community garden. He asked if outreach had been done with other communities. Mr. Giesinger stated that some research had been conducted, but he was unaware of the community garden in Carson City. He said that he would continue to research the concept.

Commissioner Weber said it would be important to look at the Nevada Association of Counties (NACO) for guidance, information and support.

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Weber, which motion duly carried, it was ordered that staff continue their work and take into account all the suggestions noted in the discussion. It was further ordered that the Community Relations Manager strive for the County to receive national attention and attract some entrepreneurs to the community.

12-43 AGENDA ITEM 7 - RESOLUTION

Agenda Subject: "Resolution of Appreciation to the agencies and volunteers who responded to the November 18, 2011 Caughlin Fire. (All Commission Districts.)"

Commissioner Breternitz read and presented the Resolution of Appreciation to the respective Fire Chiefs of the region and the surrounding areas. He said he witnessed the cooperation and professionalism that was displayed during this event. Commissioner Breternitz invited all the first responders to approach the dais for a photograph.

Reno Fire/Truckee Meadows Fire Chief Michael Hernandez stated that many of the responders worked 18-hour shifts, and he thanked each and every one of them for their determination, dedication and professionalism. He indicated that law enforcement was “the right hand to their left hand,” and ensured that the neighborhoods were evacuated. He said this was a unified group effort.

There was no public comment on this item.

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

11:31 a.m. The Board convened as the Truckee Meadows Fire Protection District (TMFPD) Board of Fire Commissioners.

11:46 a.m. The Board recessed into a closed session as the TMFPD Board of Fire Commissioners and convened as the Sierra Fire Protection District (SFPD) Board of Fire Commissioners. It was noted that TMFPD meeting would adjourn from the closed session.

1:33 p.m. The Board adjourned as the SFPD Board of Fire Commissioners and reconvened as the Board of County Commissioners. It was noted that Commissioner Humke was temporarily absent.

12-44 AGENDA ITEM 27 – MANAGER

Agenda Subject: “Discussion and possible action with regard to administrative matters pertaining to the Washoe County Board of Commissioners, including the service of individual Commissioners on various boards and commissions and the adopted Rules and Procedures for the Board of Commissioners. Possible action taken may include appointment and reappointment of Commissioners to boards and commissions, alteration of terms of service on boards and commissions where legally permissible, amendment, additions to and/or repeal of the 2011 Rules and Procedures, and such other action as the Board of Commissioners may desire to take in regard to these administrative matters. (All Commission Districts.)”

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 27 be continued to the January 24, 2012 meeting.

12-45 AGENDA ITEM 28 - TREASURER

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

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

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

12-46 AGENDA ITEM 29 - MANAGER

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

Katy Simon, County Manager, reported that direction was given from the Shared Services Committee to bring back the sub-committee that worked on the business licensing collaboration. She said it was the intent of the Shared Services Committee to see if there were any items of interest that the sub-committee would consider for further discussion.

Commissioner Breternitz explained that the sub-committee was citizen led and offered an alternative in investigating solutions for some of the issues. He was supportive of the idea and the process.

Ms. Simon added that the Purchasing Department consolidation was leaning toward joint bids and joinder bidding in order to help the City of Reno since the City had lost so much staff in their Purchasing Department.

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

12-47 AGENDA ITEM 33 – 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 Weber discussed the recent fire at the Verdi Post Office and the negative affects that had on the Verdi community. She would approach Senator Heller and Senator Reid for support in establishing a makeshift Post Office in a local building. Commissioner Weber explained that a water pipe had burst in the Library Extension near the Verdi Elementary School causing approximately \$100,000 in damage. She said the pipe was installed by a contractor who had not received the proper permits for the installation. Commissioner Weber announced that she attended the investiture for the incoming Nevada Association of Counties (NACO) President.

1:42 p.m. Commissioner Humke arrived.

Commissioner Jung recognized Judge Robert Perry who recently passed away from a lengthy illness. She expressed condolences to his family and noted that Judge Perry would be sorely missed in the community. She announced that the Sun Valley General Improvement District and the Sun Valley Property Association were both scheduled to meet on January 12, 2012, and the Sun Valley Citizen Advisory Board (CAB) was scheduled to meet on January 14, 2012. Commissioner Jung wished the public a happy Martin Luther King Jr. Day and hoped that everyone could emulate the passion for civil rights for all that Martin Luther King Jr. brought to the country.

Commissioner Breternitz said that the Tahoe Regional Planning Agency (TRPA) Governing Board had unanimously approved the Homewood Ski and Resort Area project. However, a lawsuit had recently been filed by a group of citizens to stop that project.

12-48 AGENDA ITEM 34 – CLOSED SESSION

Agenda Subject: “Possible Closed Session for the purpose of discussing labor negotiations with Washoe County, Truckee Meadows Fire Protection District and/or Sierra Fire Protection District per NRS 288.220.”

1:47 p.m. On motion by Commissioner Jung, seconded by Commissioner Humke, which motion duly carried, it was ordered that the meeting recess to a closed session for the purpose of discussing negotiations with Employee Organizations per NRS 288.220.

6:00 p.m. The Board reconvened with Commissioner Jung absent.

PUBLIC HEARINGS

12-49 AGENDA ITEM 30 – COMMUNITY DEVELOPMENT

Agenda Subject: “Second reading and adoption of an Ordinance pursuant to Nevada Revised Statutes 278.0201 through 278.0207 adopting a Development Agreement with Lifestyle Homes TND, LLC (Case No DA 09-001) Tentative Subdivision Map (Case No TM09-001) for Silver Hills Subdivision. (Bill No. 1660); and if adopted, authorize Chairman to execute the final Development Agreement. (Commission District 5.)”

The Chairman opened the public hearing by calling on anyone wishing to speak for or against adoption of said Ordinance.

Due to ongoing concerns and issues raised by staff and the applicant, Trevor Lloyd, Planner, requested this item be continued until the February 28, 2012 meeting. He said the issues pertained to the removal of an access point off Black Hawk Drive and the need for curb and gutters throughout the development.

Michael Welling displayed photographs, which were placed on file with the Clerk. He stated that he had asked the Planning Commission to review the setbacks in the development and the proposed grade. He was concerned about the catch-basin and the possibility for pooling water that could produce the introduction of the West Nile Virus.

Elizabeth Howe read from a prepared statement, which was placed on file with the Clerk.

Teresa Aquila voiced her concerns about the roadway and wished for Black Hawk Drive to remain a dead-end road.

Robert Lissner, Life Style Homes Inc., indicated the two reasons for the request to continue were: the extension of Black Hawk Drive; and, curbs and gutters. He was in favor of the community's wishes concerning Black Hawk Drive. He said the Area Plan for Silver Knolls called for no curb and gutters, but the Engineering Department called for curb and gutters. He stated that he would agree with either direction once the community and the Engineering Department arrived at an agreement.

Tina Smith voiced her concerns about an access road. She inquired about the connection for the gas line that came from the Cold Springs area.

Commissioner Weber supported this item being continued until February 28, 2012. She asked staff to review the issues and concerns mentioned through the public comments. She thanked Mr. Lissner for his willingness to work with the affected community.

In response to inquiries made by Commissioner Weber, Mr. Lloyd replied that staff had received conditions from Vector Control that addressed mosquito abatement and the abatement of standing water through a low-flow channel. He said a condition was also required that restricted any grading 10 feet from a property line. Commissioner Weber suggested Mr. Lloyd contact Ms. Smith and Mr. Welling. Mr. Lloyd stated that the easement Ms. Smith addressed would be provided, but he would meet with the citizens.

Commissioner Weber indicated that the Board had received an e-mail from Mr. Welling inviting the Commissioners to his residence to discuss the issues. Due to the Open Meeting Law, she explained that the Board could not meet at his home since any meeting would have to be agendaized.

Paul Lipparelli, Legal Counsel, advised the Board to take this opportunity to set a new date for the second reading.

Chairman Larkin asked if the public hearing should remain open. Mr. Lipparelli said changes could not be substantial to an ordinance, but this was a Development Agreement, which had to be approved by an ordinance. Advice would be provided to the Department about the proper procedural mechanisms. He recommended

the Board continue action until a specific date so that staff could confirm the legitimacy of the Board's ability to act on that future date. He said the public hearing could remain open and added to the continuation.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried with Commissioner Jung absent, it was ordered that Agenda Item 30 be continued until the February 28, 2012 meeting.

12-50 AGENDA ITEM 31 – COMMUNITY SERVICES

Agenda Subject: “Second reading and adoption of an Ordinance amending the Washoe County Code by adding a new section designated as Chapter 130 and titled “The Department of Community Services” establishing a new Department under which will be consolidated the Departments of Building and Safety, Community Development, Public Works, Regional Parks and Open Space and Water Resources, establishing the position of Director and its duties and responsibilities; and providing other matters properly relating thereto. (Bill No. 1663). (All Commission Districts.)”

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

Amy Harvey, County Clerk, read the title for Ordinance No. 1479, Bill No. 1663.

On motion by Commissioner Humke, seconded by Commissioner Breternitz, which motion duly carried with Commissioner Jung absent, Chairman Larkin ordered that Ordinance No. 1479, Bill No. 1663, entitled, "AN ORDINANCE AMENDING THE WASHOE COUNTY CODE BY ADDING A NEW SECTION DESIGNATED AS CHAPTER 130 AND TITLED “THE DEPARTMENT OF COMMUNITY SERVICES” ESTABLISHING A NEW DEPARTMENT UNDER WHICH WILL BE CONSOLIDATED THE DEPARTMENTS OF BUILDING AND SAFETY, COMMUNITY DEVELOPMENT, PUBLIC WORKS, REGIONAL PARKS AND OPEN SPACE AND WATER RESOURCES, ESTABLISHING THE POSITION OF DIRECTOR AND ITS DUTIES AND RESPONSIBILITIES; AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO," be approved, adopted and published in accordance with NRS 244.100.

12-51 AGENDA ITEM 32 – COMMUNITY DEVELOPMENT

Agenda Subject: “Adopt Master Plan Amendment Case No. MPA11-002, an amendment to the Washoe County Master Plan, Volume One, Public Services and Facilities Element, as a complete update of the Element as approved and recommended for adoption by the Washoe County Planning Commission; and, if adopted, direct staff to forward the Element to Regional Planning for a finding of

conformance with the Truckee Meadows Regional Plan. Authorize the Chair to sign the Resolution contained at Exhibit A on behalf of the County Commission following a determination of conformance by the Truckee Meadows Regional Planning Commission. (All Commission Districts.)”

The Chairman opened the public hearing by calling on anyone wishing to speak for or against Master Plan Amendment Case No. MPA11-002.

Jess Traver, Building Association of Northern Nevada, stated that the Association was in support of the amendment. Based on NRS 278B, he said the Facilities Plan was beneficial. He felt that a solid, predictable Capital Improvement Plan would be beneficial for the County.

Chairman Larkin closed the public hearing.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried with Commissioner Jung absent, it was ordered that Master Plan Amendment Case No. MPA11-002, an amendment to the Washoe County Master Plan, Volume One, *Public Services and Facilities Element*, as a complete update of the Element, be adopted based on the following three findings of fact, the information presented in the staff report, and the written and verbal testimony received during the public hearing and as approved and recommended for adoption by the Washoe County Planning Commission. It was further ordered that the Chairman be authorized to sign the Resolution contained at Exhibit A on behalf of the County Commission following a determination of conformance by the Truckee Meadows Regional Planning Commission. The Resolution for same is attached hereto and made a part of the minutes thereof:

- 1. Consistency with Master Plan:** The proposed amendment is in substantial compliance with the action programs and policies of the Master Plan. The changes to goals, policies and text does not conflict with existing directives in the Master Plan.
- 2. Response to Changed Conditions:** The proposed amendment responds to changed conditions or further studies that have occurred since the Master Plan was adopted by the Board of County Commissioners and the requested amendment represents a more desirable utilization of land.
- 3. Desired Pattern of Growth:** The proposed amendment promotes the desired pattern for the orderly physical growth of the County and guides development of the County based on the projected population growth with the least amount of natural resource impairment and the efficient expenditure of funds for public services.

12-52 AGENDA ITEM 36 – PUBLIC COMMENT

Agenda Subject: “Public Comment. Comment heard under this item will be limited to two minutes per person and may pertain to matters both on and off the Commission agenda. The Commission will also hear public comment during

individual action items, with comment limited to two minutes per person. Comments are to be made to the Commission as a whole.”

There was no response to the call for public comment.

COMMUNICATIONS

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

- 12-53** Palomino Valley General Improvement District Resolution designating the new location and time for the regular monthly meetings of the Board of Trustees.
- 12-54** Regulations of the Washoe County District Board of Health Governing Solid Waste Management.
- 12-55** Fully executed Interlocal Agreement between the Board of Regents of the Nevada System of Higher Education on behalf of University of Nevada, Reno Police Services, Washoe County, on behalf of the Washoe County Sheriff's Office to establish a Multijurisdictional SWAT Team. (BCC Meeting, April 24, 2007, Agenda Item 9E.)
- 12-56** Fully executed Interlocal Agreement – RAVEN Fire Training, Monitoring and Suppression Personnel and Equipment. (BCC Meeting, October 12, 2010.)

QUARTERLY FINANCIAL STATEMENTS

- 12-57** Washoe County School District - Fourth Quarter of FY 2010/11 ending June 30, 2011.
- 12-58** Office of the Constable – Incline Village/Crystal Bay Township.
- 12-59** County Clerk's Quarterly Financial Statement for the First Quarter FY 2011/12 – July 1st through September 30th.
- 12-60** Washoe County Sheriff First Quarter Report of Civil Fees and Commissions for FY 2011/12.
- 12-61** Clerk of the Court – Quarter ending September 2011.
- 12-62** Washoe County School District's Quarterly Report for the First Quarter of FY 2011/12 ending September 30, 2011.

FINANCIAL STATEMENT

- 12-63** Verdi Television Maintenance District – For years end June 30, 2011.
- 12-64** Sun Valley General Improvement District – For the Fiscal Year Ended June 30, 2011.
- 12-65** Carson-Truckee Water Conservancy District – Audited Financial Statements and Supplemental Information – June 30, 2011.
- 12-66** North Lake Tahoe Fire Protection District – June 30, 2011.

COMPREHENSIVE ANNUAL FINANCIAL REPORT

- 12-67** Reno-Tahoe International Airport Comprehensive Annual Financial Report 2010/11.
- 12-68** Washoe County School District Comprehensive Annual Financial Report 2010/11 for Fiscal Year ended June 30, 2011.
- 12-69** City of Sparks Comprehensive Annual Financial Report – Year Ended June 30, 2011.

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6:40 p.m. There being no further business to discuss, on motion by Commissioner Humke, seconded by Commissioner Weber, which motion duly carried with Commissioner Jung absent, the meeting was adjourned.

ROBERT M. LARKIN, Chairman
Washoe County Commission

ATTEST:

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

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

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

THIS INTERLOCAL AGREEMENT, hereinafter referred to as "Agreement", is made and entered by and between the County of Washoe, a political subdivision of the State of Nevada, on behalf of the Washoe County Sheriff's Office, 911 Parr Boulevard, Reno, NV 89512, hereinafter the "WCSO", the Sierra Fire Protection District, care of Manager's Office, 1001 E. 9th Street, Reno, NV 89512, hereinafter the "SFPD," the Truckee Meadows Fire Protection District, 1001 E. 9th St., Reno, NV 89512, hereinafter "TMFPD," and City of Reno, as agent for Truckee Meadows Fire Protection District under the First Amended Interlocal Agreement for Fire Service and Consolidation dated July 1, 2004, hereinafter "CITY" and the North Lake Tahoe Fire Protection District, 866 Oriole Way, Incline Village, NV 89451, hereinafter the "NLTFPD." SFPD, TMFPD, NLTFPD, and CITY as agent for TMFPD may be collectively referred to as the "Fire Districts," and TMFPD and CITY may be collectively referred to as "Consolidated Fire Department." The parties to this agreement also may be referred to as "participating agency" or "participating agencies."

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

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

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

WHEREAS, the Fire Districts are responsible for wildland fire monitoring and suppression within their respective areas of unincorporated Washoe County; and

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

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

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

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

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

1. **TERM:** This Agreement shall commence upon acceptance by all parties and shall terminate on June 30, 2012.

2. **TERMINATION:** Any party may terminate this Agreement without cause, solely as to its duty and obligation hereunder, upon 90 days written notice to all other parties. Any party may terminate this Agreement for cause, solely as to its duty and obligation hereunder, after 30 days written notice to the defaulting party (ies) only if the defaulting party (ies) fail to cure the default within those 30 days. The notice shall specify the cause alleged as the basis for said termination. In the event any party terminates this Agreement for cause, the Agreement shall remain in force and effect with other parties who have not taken action to terminate.

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

A. Aircraft and Equipment:

1. The WCSO shall provide, when requested, the FIRE DISTRICTS a helicopter, and possibly other aircraft, if made available by WCSO, (hereinafter collectively referred to as "helicopter") for the use of FIRE DISTRICTS for monitoring and fire suppression purposes during fire season. For purposes of this Agreement, "fire season" shall be defined as commencing as of April 1 and ending as of October 31 during the applicable calendar year. Except as specifically provide otherwise provided in this Agreement, the duties and obligations of FIRE DISTRICTS and WCSO in regard to said Aircraft and Equipment only apply during the fire season as so defined. WCSO as owner of helicopter and shall maintain the helicopter to applicable standards applicable to the allowed uses established by this Agreement, including standards referenced herein, and assure its availability to the Fire Districts during the Fire Season.

2. The helicopter provided shall be configured as follows:

a. A Type 2 helicopter, which aircraft shall be configured to meet ICS 420-1 minimum standards for a Type 2 helicopter, including but not limited to:

- 10 seats, including pilot;
- 2,500 pound card weight capacity; and
- 300 gallons of water capacity.

b. Include a fixed water tank capable of two (2) drops per sortie and equipped with a self-filling snorkel device.

3. The helicopter and any other aircraft provided pursuant to this Agreement shall be equipped, maintained and operated under all applicable Federal Aviation Agency (FAA) regulations.

4. The helicopter provided pursuant to this Agreement shall be operated, maintained and secured within the guidelines of the Federal Excess Personal Property (FEPP) Program and its sponsors, the United States Forest Service,

INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING
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hereinafter referred to as the "USFS" and the Bureau of Land Management, hereinafter referred to as the "BLM."

5. The WCSO shall provide pilots for any helicopter and all other aircraft provided pursuant to the terms of this Agreement and shall be responsibly to assure that such pilots have proper training and adequate supervision to accomplish the allowed uses established by this Agreement.

6. All pilots provided by the WCSO shall have current commercial licenses. For firefighting missions that involve federal lands, the pilots shall also have current permits and approvals (carding) from USFS and BLM for firefighting missions.

7. The WCSO shall notify FIRE DISTRICTS of the schedule for inspections of any of the helicopter, including other aircraft made available, as provided by the WCSO to the FIRE DISTRICTS during the term of this Agreement and allow each FIRE DISTRICTS representative to attend the card review procedures. This inspection is for informational purposes and does not impose any form of duty or liability on Fire Districts to ascertain fitness for purpose or to confirm adequate maintenance has been performed.

8. The WCSO shall also supply, if requested by the FIRE DISTRICTS, and for additional cost, necessary supporting equipment for the helicopter, including but not limited to, an approved fuel-servicing vehicle sufficient to sustain eight (8) hours of helicopter flight under firefighting conditions. The fuel-servicing vehicle shall be inspected by the FIRE DISTRICTS and WCSO shall comply with all fire, vehicle and other applicable codes related thereto. This inspection is for informational purposes and does not impose any form of duty or liability on Fire Districts to ascertain fitness for purpose or to confirm adequate maintenance has been performed.

9. Any helicopter supplied pursuant to this Agreement shall be operated in accordance with the "Interagency Helicopter Operations Guide" (IHOG).

10. The FIRE DISTRICT that requests use of Helicopter shall provide a helicopter manager, either a FIRE DISTRICTS employee or through a cooperative agreement with another agency, anytime a helicopter is requested from the WCSO under the terms of this Agreement.

B. Operations

1. The FIRE DISTRICTS shall appoint a designated helicopter manager for all operations for which a helicopter is requested pursuant to this Agreement. The helicopter manager shall be responsible for the administrative and tactical functions of the aircraft. Although the FIRE DISTRICTS may select a helicopter manager based on its own selection criteria, the FIRE DISTRICTS will consult with the WCSO regarding the Selection.

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

2. The helicopters subject to this Agreement will be based at the Reno-Stead Airport. The FIRE DISTRICTS may, at its, option designate alternate bases for temporary operation. The FIRE DISTRICTS shall be responsible for the cost of flight time to and from the alternate base so designated.

3. The FIRE DISTRICTS may have interagency and cooperative-agreements with other local, state and federal agencies and may dispatch the helicopter to supply automatic and mutual aid pursuant to contracts with those agencies. The WCSO consents to the use by the FIRE DISTRICTS of the WCSO personnel and equipment designated in this Agreement pursuant to those agreements for wildland fire monitoring and suppression activities within the County of Washoe. Operations for such purposes outside of Washoe County may not be undertaken without the prior approval by the WCSO Assistant Sheriff of Operations - or a higher member of the WCSO Command Staff – which approval or denial shall be at the sole discretion of the WCSO. In any event such operations shall not exceed twenty (20) nautical miles beyond the Washoe County boundary lines.

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

5. Further operational and related details concerning the parties' performance under this Agreement in regard to said Aircraft and Equipment are set forth in the parties' Aviation Fire Suppression Program Operational Plan 2010 ("Operating Plan") executed contemporaneously herewith. The terms and conditions of this Agreement shall govern and resolve any conflicts between the Operating Plan and this Agreement.

C. Availability As follows:

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

- a. Immediate Response: The helicopter shall be available for immediate response during designated "Red Flag" days. "Red Flag" days shall be defined as those days that the National Weather Service has issued a "Red Flag" warning for any area under the FIRE DISTRICTS' responsibility. For the purposes of this Agreement, the phrase "immediate response" shall mean the helicopter is in flight within fifteen (15) minutes of receipt of the contact by the WCSO from the FIRE DISTRICTS requesting such equipment's dispatch.

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

- b. Standby Time: The helicopter will be available five (5) days per week, eight hours (8) per day. The duty hours will be coordinated with the FIRE DISTRICTS to maximize coverage for the critical burn hours. Sunset will be taken into consideration for operational hours as the WCSO will not be qualified to fight fires at night during the period of this Agreement. The “designated days” of the week will be at the discretion of the WCSO. The response time shall be no more than thirty (30) minutes from notification of the WCSO by the FIRE DISTRICTS requesting such dispatch. For “Red Flag” days that fall outside of a designated five (5) day work week, the WCSO shall staff the helicopter for immediate response if requested and for an additional cost as hereinafter set forth.
 - c. The helicopter may be made available each day for recall for hours that fall outside of the WCSO’s designated work week hours. This recall status will be available for an additional cost. For the purposes of this Agreement, "recall" shall mean the pilot is being recalled from an off-duty status and will respond to the hangar. The helicopter will be staffed and in flight within one (1) hour of notification of the designated recall pilot.
 - d. Time Schedules: The FIRE DISTRICTS and the WCSO, in cooperation with the other involved fire departments and districts will meet and mutually agree on duty hours prior to the start of the fire season.
2. The WCSO shall provide immediate notification to the FIRE DISTRICTS’ Chief of Operations of any inability of the WCSO to provide the designated personnel and equipment pursuant to the terms and conditions of this Agreement.
 3. The WCSO shall provide all necessary support for continuous, uninterrupted operation of the helicopter whenever required pursuant to the terms of this Agreement. This support shall include, but not be limited to, a staffed fuel truck and other services as required.
 4. The WCSO may, at its sole discretion, when so requested by the FIRE DISTRICTS, make an additional helicopter (OH-58) available to the FIRE DISTRICTS for aerial observation. Such additional aircraft is subject to the immediate direction of the WCSO. The FIRE DISTRICTS may, at their discretion, request such additional aircraft on a call-when-needed basis when the FIRE DISTRICTS’ incident commanders request additional firefighting resources. The FIRE DISTRICTS shall reimburse the WCSO for such call-when-needed aircraft in accordance with the terms of this Agreement. A qualified helicopter manager will be assigned to call-when-needed aircraft when available, but shall not delay a response.
 5. When the FIRE DISTRICTS request the availability of an observation helicopter and it is made available by the WCSO, the FIRE DISTRICTS acknowledges that such OH-58 helicopters operated by the WCSO are not and will not be “carded” by

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

the USFS, or the BLM and therefore its costs do not qualify for reimbursement by FEMA.

6. Except as provided in Section 3 of this Agreement, in the event that other agencies request the use of the WCSO'S aircraft, the use of those aircraft shall be governed by the terms of use established by the WCSO with those agencies.

D. Training

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

2. WCSO shall train the helicopter manager in the duties and responsibilities of the crew chief at no additional charge, cost or fee for such training other than assessment of the charges and fees designated for use of the WCSO personnel and equipment for such training and operational usage by the FIRE DISTRICTS of such personnel and equipment.

3. The WCSO'S Aviation Unit manager or his designee and all pilots (based upon availability) assigned to aircraft under this Agreement shall attend a FIRE DISTRICTS' approved pre-season workshop.

4. The WCSO shall make its helicopters reasonably available, at the agreed hourly flight rate, for firefighting coordination training of flying crews and helicopter managers.

E. Communications:

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

2. This report shall include:

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

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

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

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

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

F. Funding and Reimbursement::

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

- a. The SFPD shall provide to the WCSO \$15,000 within 30 days of acceptance by all parties to this Agreement.
- b. The TMFPD shall provide to the WCSO \$50,000 within 30 days of acceptance by all parties to this Agreement.
- c. The NLTFPD shall provide to the WCSO \$10,000 within 30 days of acceptance by all parties to this Agreement.

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

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

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

- \$1,190 per flight hour for the HH-1H Huey helicopter. Flight time shall be accrued and reimbursed in tenths of an hour based upon a battery-activated hour meter and shall include fuel.
- \$525 per flight hour for the OH-58 helicopter. Flight time shall be accrued and reimbursed in tenths of an hour based upon a battery-activated hour meter and shall include fuel.

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

- a. A request to be available for immediate response shall generate a surcharge of \$100 per hour (\$152 per hour on a holiday) to be paid to the WCSO by the FIRE DISTRICTS. Each FIRE DISTRICT shall pay ¼ of this surcharge. The remaining quarter shall be paid by the Washoe County Fire Suppression Budget. Holidays will be defined in accordance with the Washoe County Deputies Association contract with the County.
- b. When WCSO personnel operate aircraft at the request of a FIRE DISTRICT, then that FIRE DISTRICT is solely responsible for the surcharge of \$100 per hour (\$152 per hour on a holiday). Holidays will be defined in accordance with the Washoe County Deputies Association contract with the County.
- c. When any one or more of the FIRE DISTRICTS request the WCSO to guarantee availability of a pilot at times outside of the WCSO's designated work week hours (i.e., "immediate availability" not desired but rather on "standby" with a pager, e.g.), the FIRE DISTRICTS shall pay to the WCSO a surcharge of \$9.25 per hour per person (\$14.00 on a holiday). This surcharge is mandated in accordance with Washoe County Deputies Association contract with the WCSO, specifically ¼ hour pay per hour of "stand-by time." The FIRE DISTRICTS must notify the WCSO Aviation Unit manager 8 hours prior to the desired recall period to determine pilot availability and provide proper prior notice and crew rest to the designated pilot. The FIRE DISTRICTS shall each pay ¼ of this surcharge. The remaining quarter is to be paid by the Washoe County Fire Suppression Budget. When said pilot is then requested for immediate availability, or requested to operate aircraft, then this standby status is terminated along with this surcharge and the surcharge rate in paragraph 3.F.3.b immediately above applies.
- d. The FIRE DISTRICTS may request a pilot to respond outside of the WCSO's designated work week hours but without designating a pilot for standby; however the WCSO will not guarantee a response in such event.

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

- e. If a fuel truck is requested by a FIRE DISTRICT to respond to a fire, the requesting FIRE DISTRICT is solely responsible for and shall pay \$37 per hour (\$55 per hour on a holiday) for the driver. The requesting FIRE DISTRICT shall pay – in addition - \$1.00 per mile from the Reno-Stead Airport to and from any staging area. For any training activities provided to the FIRE DISTRICTS in which the fuel truck is requested, the rates in this paragraph apply and shall be equally shared by the FIRE DISTRICTS participating in the training. These rates include fuel.
- f. The WCSO Aviation Unit Manager or his designee shall prepare, during each month during the term of this Agreement when a reimbursement is due, a month-end invoice detailing services rendered and the associated costs in accordance with this Agreement. A copy of any backup documentation will be provided to the FIRE DISTRICTS when requested of the WCSO Finance Liaison Officer.
- g. The FIRE DISTRICTS shall remit to the WCSO full payment within 30 days of receipt of the invoice, which payment shall be by a check made out to the Washoe County Sheriff's Office, RAVEN program.

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

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

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

7. **NOTICE.** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail,

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

return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.

8. INSPECTION & AUDIT.

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

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

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

9. LIABILITY OF PARTICIPATING AGENCIES

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

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

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

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

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

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

10. WORKERS' COMPENSATION. For the limited purpose of the exclusive remedy set forth in NRS 616A.020, all parties shall be deemed to employ jointly a person who is an employee of either party and sustains an injury by accident or occupational disease while participating in the matter for which assistance was requested. However, for the purpose of providing insurance benefits pursuant to NRS 616A through NRS 616D and NRS 617 each party shall provide such benefits to its own employees at its own expense. The parties waive any indemnification provision with respect to such industrial injuries or occupational diseases.

11. GOVERNING LAW; JURISDICTION. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Second Judicial District Court of the State of Nevada for interpretation and enforcement of this Agreement.

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

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

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

**BOARD OF FIRE COMMISSIONERS
FOR THE SIERRA FIRE
PROTECTION DISTRICT**

BY: 
JOHN BRETERNITZ, CHAIR

DATE:

ATTEST:

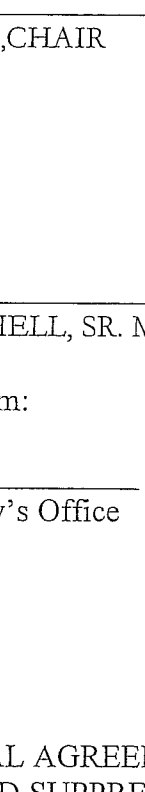

Chief Deputy Clerk

COUNTY OF WASHOE

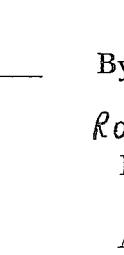
By: 
JOHN BRETERNITZ, CHAIR
Robert M. Larkin

DATE: 1/10/12

ATTEST:


County Clerk

**BOARD OF FIRE COMMISSIONERS
FOR THE TRUCKEE MEADOWS
FIRE PROTECTION DISTRICT**

BY: 
JOHN BRETERNITZ, CHAIR

DATE:

ATTEST:


Chief Deputy Clerk

CITY OF RENO

DATE:

ATTEST:

BY: _____
ROBERT A. CASHELL, SR. MAYOR

City Clerk

Approved as to form:

Reno City Attorney's Office

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

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

DATE:

ATTEST:

BY: _____

Dale Smith, CHAIR

Chief Deputy Clerk

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

INTERLOCAL AGREEMENT

This Interlocal Agreement contains the terms of agreement between the Washoe County Health District and Washoe County through its Parks Department, hereinafter referred to as the District and County respectively, and entered into pursuant to Chapter 277 of the Nevada Revised Statutes.

Whereas, the District has the equipment, staff, and program infrastructure for public health preparedness in order to provide timely, accurate, and credible public health information throughout Washoe County during declared emergencies or other events affecting public health and safety; and,

Whereas, the County's goal is to assist the District in providing such information during times of need; and,

Whereas, the District is authorized to provide for Reno, Sparks and Washoe County organization, mobilization, coordination and direction of medical and health services, both public and private, during a declared health emergency. Such authority is granted by the Nevada Revised Statutes: Chapter 439 - Public Health and Safety.

Now, therefore, in consideration of the mutual promises contained herein, the parties agree as follows:

The District agrees to:

1. Deliver to a specified location determined by the County one (1) VoiceStar CMS-T300 Series Portable Changeable Message Sign & Highway Advisory Radio; and,
2. Provide training to specified County personnel on the usage and maintenance of the aforementioned VoiceStar CMS-T300 Series Portable Changeable Message Sign & Highway Advisory Radio.

The County agrees to:

1. Ensure a secure and protected location for the VoiceStar CMS-T300 Series Portable Changeable Message Sign & Highway Advisory Radio; and,
2. Ensure/provide 24/7 right-of-way to District staff, including clearance for a tow vehicle to hitch and relocate the VoiceStar CMS-T300 Series Portable Changeable Message Sign & Highway Advisory Radio; and,
3. Provide rudimentary maintenance of the VoiceStar CMS-T300 Series Portable Changeable Message Sign & Highway Advisory Radio solar panels to include snow, ice, or debris removal that may inhibit the operability of the solar units to recharge the system's batteries; and,
4. Activate emergency operation of the VoiceStar CMS-T300 Series Portable Changeable Message Sign & Highway Advisory Radio when notified by the District during normal operation hours of 6 a.m. to 6 p.m. Sunday through Saturday.
5. Ensure that any operation of the Highway Advisory Radio is done in compliance with all applicable requirements of the Federal Communications Commission including but not limited to message content, transmission location, and station identification.

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

The parties mutually agree to:

Indemnify, hold harmless, and defend each other, their officers, agents and employees, from and against any demands, claims, liabilities, and damages of any kind or nature arising out of the negligent acts, errors and omissions of the parties in the performance of these services.

This Interlocal Agreement may be modified at any time by written agreement signed by both parties.

This Interlocal Agreement will take effect upon ratification by the governing parties and shall remain in effect until June 30, 2012, unless extended by the mutual agreement of the parties. The Interlocal Agreement will automatically be renewed for two successive one-year periods for the total of three years on the same terms unless either party gives the other written notice of nonrenewal at least 60 days prior to June 30 of each year. The automatic renewal provision of this section shall not affect the right of the Health District to terminate the Interlocal Agreement as provided below.

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

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

COUNTY: Director of Parks
Washoe County Parks Department
P.O. Box 11130
Reno, Nevada 89520

DISTRICT: Joseph Iser, MD, DrPH, MSc
District Health Officer
Washoe County Health District
P.O. Box 11130
Reno, Nevada 89520

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

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


This Interlocal Agreement constitutes the entire agreement between the parties with regards to the subject matter herein and supersedes all prior agreements, both written and oral.

DISTRICT BOARD OF HEALTH

By: 
Matthew Smith, Chairman

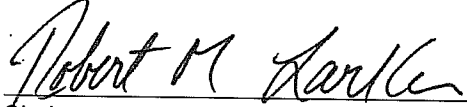
Date: 12-15-11

WASHOE COUNTY PARKS DEPARTMENT

By: 
Director of Parks

Date: 12/21/11

WASHOE COUNTY BOARD OF COUNTY COMMISSIONERS

By: 
Chairman

Date: 1.10.12

INTERLOCAL AGREEMENT

This Interlocal Agreement contains the terms of agreement between the Washoe County Health District and the North Lake Tahoe Fire Protection District, hereinafter referred to as the District and North Lake Tahoe respectively, and entered into pursuant to Chapter 277 of the Nevada Revised Statutes.

Whereas, the District has the equipment, staff, and program infrastructure for public health preparedness in order to provide timely, accurate, and credible public health information throughout Washoe County during declared emergencies or other events affecting public health and safety; and,

Whereas, North Lake Tahoe's goal is to assist the District in providing such information during times of need; and,

Whereas, the District is authorized to provide for Reno, Sparks and Washoe County organization, mobilization, coordination and direction of medical and health services, both public and private, during a declared health emergency. Such authority is granted by the Nevada Revised Statutes: Chapter 439 - Public Health and Safety.

Now, therefore, in consideration of the mutual promises contained herein, the parties agree as follows:

The District agrees to:

1. Deliver to a specified location determined by North Lake Tahoe one (1) VoiceStar CMS-T300 Series Portable Changeable Message Sign & Highway Advisory Radio; and,
2. Provide training to specified North Lake Tahoe personnel on the usage and maintenance of the aforementioned VoiceStar CMS-T300 Series Portable Changeable Message Sign & Highway Advisory Radio.

North Lake Tahoe agrees to:

1. Ensure a secure and protected location for the VoiceStar CMS-T300 Series Portable Changeable Message Sign & Highway Advisory Radio; and,
2. Provide access to a 120v power source when necessary should the internal solar panel/battery source of the VoiceStar CMS-T300 Series Portable Changeable Message Sign & Highway Advisory Radio be dysfunctional; and,
3. Ensure/provide 24/7 right-of-way to District staff, including clearance for a tow vehicle to hitch and relocate the VoiceStar CMS-T300 Series Portable Changeable Message Sign & Highway Advisory Radio; and,
4. Provide rudimentary maintenance of the VoiceStar CMS-T300 Series Portable Changeable Message Sign & Highway Advisory Radio solar panels to include snow, ice, or debris removal that may inhibit the operability of the solar units to recharge the system's batteries; and,
5. Activate emergency operation of the VoiceStar CMS-T300 Series Portable Changeable Message Sign & Highway Advisory Radio when notified by the District.
6. Ensure that any operation of the Highway Advisory Radio is done in compliance with all applicable requirements of the Federal Communications Commission including but not limited to message content, transmission location, and station identification.

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

The parties mutually agree to:

Indemnify, hold harmless, and defend each other, their officers, agents and employees, from and against any demands, claims, liabilities, and damages of any kind or nature arising out of the negligent acts, errors and omissions of the parties in the performance of these services.

This Interlocal Agreement may be modified at any time by written agreement signed by both parties.

This Interlocal Agreement will take effect upon ratification by the governing parties and shall remain in effect until June 30, 2012, unless extended by the mutual agreement of the parties. The Interlocal Agreement will automatically be renewed for two successive one-year periods for the total of three years on the same terms unless either party gives the other written notice of nonrenewal at least 60 days prior to June 30 of each year. The automatic renewal provision of this section shall not affect the right of the Health District to terminate the Interlocal Agreement as provided below.

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

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

COUNTY: Chief Michael Brown
North Lake Tahoe Fire Protection District
866 Oriole Way
Incline Village, NV 89541

DISTRICT: Joseph Iser, MD, DrPH, MSc
District Health Officer
Washoe County Health District
P.O. Box 11130
Reno, Nevada 89520

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

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


This Interlocal Agreement constitutes the entire agreement between the parties with regards to the subject matter herein and supersedes all prior agreements, both written and oral.

DISTRICT BOARD OF HEALTH

By: 
Matthew Smith, Chairman

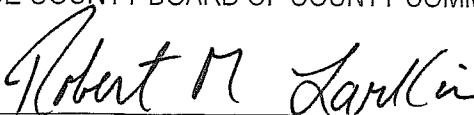
Date: 10-27-11

NORTH LAKE TAHOE FIRE PROTECTION DISTRICT

By: 
Chief Michael Brown

Date: 11-18-11

WASHOE COUNTY BOARD OF COUNTY COMMISSIONERS

By: 
Chairman

Date: 1.10.12

APN: 123-133-22

*When recorded return to:
Washoe County Engineering Division
PO Box 11130
Reno, NV 89520*

**RESOLUTION ACCEPTING REAL PROPERTY
FOR USE AS A PUBLIC STREET
(GONOWABIE ROAD AT THE INTERSECTION
OF STATE HIGHWAY 28)**

Irrevocable Offer of Dedication, Gonowabie Road, Section 19, Township 16 North, Range 18 East as described and shown in Exhibit "A" (a copy is attached and is incorporated by reference), DOCUMENT #3951465 RECORDED December 9, 2010.

WHEREAS, it is a function of the County of Washoe to operate and maintain public streets; and

WHEREAS, certain real property as described in Exhibit "A" (a copy is attached and is incorporated by reference) to be used as a public street was offered for dedication by Irrevocable Offer of Dedication, Document No. 3951465 recorded on December 9, 2010; and

WHEREAS, said offer of dedication was rejected by the Director of Community Development because said street improvements on real property to be used as a public street were not constructed to Washoe County standards; and

WHEREAS, NRS 278.390 specifically provides that if the real property as described in Irrevocable Offer of Dedication Document No. 3951465 is rejected, the offer of dedication shall be deemed to remain open and the governing body may by resolution

10k(2)

at any later date, and without further action by the property owner, rescind its action and accept the real property for public use; and

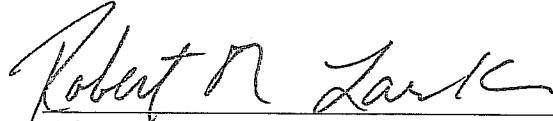
WHEREAS, street improvements on portions of said real property being used as a public street right-of-way have been recently constructed and now meet current County standards; and

WHEREAS, said real property is necessary for public access; and

WHEREAS, the Washoe County Board of Commissioners finds that it is in the best interest of the public to accept said real property.

NOW, THEREFORE, BE IT RESOLVED, by the Washoe County Board of Commissioners, pursuant to NRS 244.270, that the real property offered by Irrevocable Offer of Dedication Document No. 3951465 Recorded December 9, 2010, is hereby accepted.

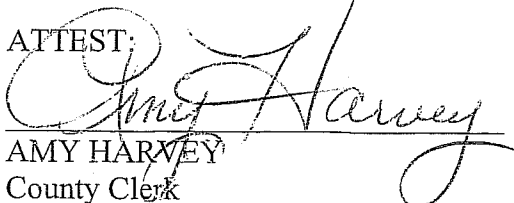
WASHOE COUNTY BOARD OF COMMISSIONERS



JOHN BRETERNITZ, CHAIRMAN

Jan. 10, 2012

ATTEST:



AMY HARVEY
County Clerk