

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

TUESDAY

10:00 A.M.

AUGUST 12, 2014

PRESENT:

David Humke, Chairman*
Bonnie Weber, Vice Chairperson*
Marsha Berkbigler, Commissioner
Kitty Jung, Commissioner
Vaughn Hartung, Commissioner

Nancy Parent, County Clerk
John Slaughter, County Manager
Paul Lipparelli, Legal Counsel

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

14-0697 AGENDA ITEM 3 – PUBLIC COMMENT

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

Garth Elliott said he called the County’s Technology Services Department about making the staff reports for the Commission meetings available for people with mobile devices, because the staff reports were the meat of the agenda. He complained he had six more agenda items he wanted to speak about at the last meeting, but the Board took a lunch break before they were heard, and he had to leave the meeting due to health reasons.

Levi Hooper said he came before the Board a few months ago and indicated he wanted to be an advocate for the homeless. He provided his phone number and said the Board should feel free to call him with any questions.

Sam Dehne said he attended a Washoe County School District Board of Trustees meeting that had 987 people in attendance. He believed the high number in attendance was due to the firing of the District’s Superintendent. He advised any actions taken in violation of the Open Meeting Law would be void.

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

14-0698 AGENDA ITEM 4 – ANNOUNCEMENTS

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

Commissioner Hartung said he and Commissioner Weber attended the opening of the Mogul Fire Station, which was a wonderful event. He reviewed the Station’s costs and its dimensions. He noted the Station housed a four-man crew, was centrally located, and would serve the community well. He said the Barrett-Jackson event held during Hot August Nights was amazing, and he thanked the City of Reno’s Mayor Cashell for getting them to come to the area for Hot August Nights. He read the card Bruce Osgood sent to the Board thanking them for the proclamation they did honoring him. Commissioner Hartung said Mr. Osgood was a one-man cleanup crew of the trash discarded on Pyramid Highway, and he thanked Mr. Osgood again for what he did every single day. Acting Chairperson Jung thanked Commissioner Hartung for honoring Mr. Osgood, because it was important to encourage that type of civic activity.

Commissioner Hartung requested an agenda item for a presentation by the American Radio Relay League to thank the Board for recognizing them in a proclamation. He also wanted an agenda item to provide the County Manager with a small stipend to pay for lunches he had with other public officials, which he currently paid for out of his own pocket. Commissioner Berkbigler agreed.

Commissioner Weber requested an agenda item to discuss the Sierra Sage Golf Course. She noted the Truckee Meadows Fire Protection District’s (TMFPDs) Station 13 was located next door to the golf course, but was not able to respond to any calls from there due to its being located within the City of Reno’s boundaries. She felt it was time to have a discussion about the possibility of de-annexing the golf course from the City of Reno.

Commissioner Weber stated many good presentations were made to the Board, such as the presentation by Waste Management regarding single-stream recycling. She said she wanted to explore the best way to get that information to the Citizen Advisory Boards (CABs).

Commissioner Hartung requested an agenda item to get an update on the Joint Use Agreement with the DUI Task Force for the use of this facility, because they did not have a place where they could meet comfortably. He said he and Chairman Humke gave direction to staff to look at what it would take for the Task Force to use this facility, which he noted would not cost the taxpayers anything. Commissioner Berkbigler felt that was an excellent idea. She said there had been a conversation with the Washoe

County School District (WCSD) regarding their using this facility when they needed more room to hold meetings. She requested a report on where that stood.

Acting Chairperson Jung said one of the speakers during public comment brought up the fact that mobile devices could not view the staff reports that were available on the County's web site, and she felt getting that fixed should be made a priority. She stated she would also like staff to look at some best practices regarding what made a good agenda. She said that should include doing a better job of figuring when an item might be heard, so the public did not have to sit around waiting so long for an item.

14-0699 AGENDA ITEM 5 – RESOLUTION

Agenda Subject: “Resolution--Robert Herbert, Brigadier General in the United States National Guard. Requested by Commissioner Weber.”

Commissioner Weber read and presented the Resolution of Congratulations to United States National Guard Brigadier General Robert Herbert. Brigadier General Herbert thanked the Board for the Resolution. He said he worked for two of the best people in the world, the Adjunct General Burkes, who he assisted in doing things for the National Guard in Nevada, and Senator Harry Reid, who had been a friend and mentor for around 18 years. He said he was working to make Nevada and the County a better place to live.

There was no public comment on this item.

Acting Chairperson Jung said Brigadier General Herbert's being present today was an honor. Commissioner Berkbigler congratulated Brigadier General Herbert and noted this was a well-deserved honor. Commissioner Hartung thanked Brigadier General Herbert for the leadership he provided, which was extremely important for the troops. He stated everything the troops did came back to having good leadership.

Acting Chairperson Jung said she hoped Brigadier General Herbert could create some more high schools to flight schools in the Washoe County School District (WCSD), because she felt there would be a lot of students who would like to participate.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 5 be approved. The Resolution for same is attached hereto and made a part of the minutes thereof.

10:34 a.m. Vice Chairperson Weber assumed the gavel.

CONSENT ITEMS – AGENDA ITEMS 6A THROUGH 6L

14-0700 AGENDA ITEM 6A

Agenda Subject: “Approve minutes for the Board of County Commissioners’ July 8, 2014 meeting.”

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 6A be approved.

14-0701 AGENDA ITEM 6B – ASSESSOR

Agenda Subject: “Roll change requests for errors discovered for the 2014/15, 2013/14, 2012/13, 2011/12, 2010/11 unsecured tax rolls and authorize Chairman to execute the 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 \$90,640.28]. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 6B be authorized, executed, and directed.

14-0702 AGENDA ITEM 6C – DISTRICT ATTORNEY

Agenda Subject: “Approve payments [\$4,153] to vendors for assistance of 28 victims of sexual assault and authorize Comptroller to process same. NRS 217.310 requires payment by the County of total initial medical care of victims, regardless of cost, and of follow-up treatment costs of up to \$1,000 for victims, victim’s spouses and other eligible persons. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 6C be approved and authorized.

14-0703 AGENDA ITEM 6D – HUMAN RESOURCES

Agenda Subject: “Approve Confidential Undersheriff and Chief Deputy Sheriffs 2% Cost of Living Adjustment in base wage and Salary Structure Adjustment effective July 1, 2014; a 1% Cost of Living Adjustment effective January 1, 2015; and effective July 1, 2014 increase the employee uniform allowance from \$200 to \$250 per quarter; increase the safety equipment allowance from \$100 to \$125 per quarter; and in lieu of the standard vest, the employee may receive the current cost of the standard issue vest (\$400) to be used toward the purchase of a Level II or Level III Ballistic Vest issued in accordance with the current distribution process

and not to exceed the increased amount of \$800 per vest. The projected fiscal year impact is estimated at \$89,598. (All Commission Districts.)”

Commissioner Hartung thanked the Sheriff’s Office (SO) for working with the Board on getting this money to be used for the ballistic vests. He felt it was unconscionable that such an integral piece of equipment was not being provided. He thanked those men and women who put themselves between us and harm’s way every day here and throughout the nation.

Commissioner Jung thanked Commissioner Hartung for bringing the need for the ballistic vests to this Board’s attention during the labor negotiations. She said the Board was never told about the need for the vests, and they were shocked when they heard about it. Commissioner Hartung advised that the thanks should go to Deputy Tim Ross, who made him aware the ballistic vests were not provided for the Deputies. He said the Commissioners agreed if the vests saved just one life, the cost would be worth it.

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 6D be approved.

14-0704 AGENDA ITEM 6E – JUVENILE SERVICES

Agenda Subject: “Approve Interlocal Agreement between the Board of Regents of the Nevada System of Higher Education (University of Nevada, Reno) and Washoe County, through its Department of Juvenile Services, which establishes a cooperative program for students from the Department of Criminal Justice to earn school credit and enhance their career development under the supervision of Department of Juvenile Services’ staff; effective upon Board approval through June 30, 2017. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 6E be approved. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

14-0705 AGENDA ITEM 6F – LIBRARY

Agenda Subject: “Approve conversion of a 21-hour, benefitted Library Aide position (Control # 70001962) to a 15-hour, non-benefitted Library Aide position; approve retention of the salary savings within the Library general fund budget for a potential future upgrade of a Librarian position and other operating expenditures;

and direct the Comptroller to make any necessary adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 6F be approved and directed.

14-0706 AGENDA ITEM 6G(1) – COMMUNITY SERVICES

Agenda Subject: “Request that the Chair appoint, and the Board of County Commissioners approve the appointment of Gregory Prough (District 4) to the Washoe County Planning Commission for a term beginning August 12, 2014, and ending June 30, 2017, or until such time as a successor is appointed. (All Commission Districts.)”

Commissioner Hartung congratulated Gregory Prough on his appointment to the Planning Commission.

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried with Chairman Humke absent, it was ordered that the appointment of Gregory Prough (District 4) to the Washoe County Planning Commission for a term beginning August 12, 2014, and ending June 30, 2017 be approved.

14-0707 AGENDA ITEM 6G(2) – COMMUNITY SERVICES

Agenda Subject: “Appoint Eric Young as Washoe County’s alternate member on the Tahoe Regional Planning Agency, Advisory Planning Commission. (Commission District 1.)”

Commissioner Berkbigler thanked Eric Young, Planner, for agreeing to serve as Washoe County’s alternate member on the Tahoe Regional Planning Agency, Advisory Planning Commission.

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 6G(2) be approved.

14-0708 AGENDA ITEM 6G(3) – COMMUNITY SERVICES

Agenda Subject: “Approve a new Building Inspector position, pay grade L, as evaluated by the Job Evaluation Committee - annual impact [estimated at \$93,576]; adopt Resolution to augment the budget of the Washoe County Building and Safety Enterprise Fund [\$93,576]; and direct the Comptroller’s Office to make the appropriate adjustments. (All Commission Districts.)”

Commissioner Hartung noted a new Building Inspector position was being created due to the area climbing out of the pit created by the economic downturn.

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 6G(3) be approved, adopted, and directed. The Resolution for same is attached hereto and made a part of the minutes thereof.

14-0709 AGENDA ITEM 6H(1) – MANAGER

Agenda Subject: “Accept a 2014 Nevada State Emergency Response Commission, Hazardous Materials Emergency Preparedness Training grant [\$19,763, no County match required], retroactive for the period of June 25, 2014 through September 30, 2014; authorize Chairman to execute Resolution to subgrant funds to other governments and nonprofits which make up the Local Emergency Planning Committee (LEPC) as follows: \$17,248 to Sparks Fire Department/TRIAD; \$2,515 to North Lake Tahoe Fire Protection District; authorize the County Manager, or his designee, to sign subgrant contracts with local LEPC members; and direct the Comptroller’s Office to make the appropriate budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 6H(1) be accepted, authorized, executed, and directed. The Resolution for same is attached hereto and made a part of the minutes thereof.

14-0710 AGENDA ITEM 6H(2) – MANAGER

Agenda Subject: “Accept a 2015 State Emergency Response Commission, United We Stand grant [\$30,000, no match required] from Nevada State Emergency Response Commission. Grant term: July 15, 2014 through June 30, 2015; authorize the Chairman to execute a Resolution to subgrant funds to other governments and non-profits which make up the Local Emergency Planning Committee as follows: \$9,029 to Regional Emergency Medical Service Authority; \$7,581 to Washoe County

School District; \$13,390 to Reno Tahoe Airport Authority; authorize the County Manager, or his designee, to sign subgrant contracts with the Local Emergency Planning Committee members; and direct the Comptroller's Office to make the appropriate budget adjustments. (All Commission Districts.)"

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 6H(2) be accepted, authorized, executed and directed. The Resolution for same is attached hereto and made a part of the minutes thereof.

14-0711 AGENDA ITEM 6I(1) – SHERIFF

Agenda Subject: "Acknowledge receipt of Status Report of Commissary Fund submitted by the Washoe County Sheriff's Office Commissary Board of Directors for fiscal year 13/14. (All Commission Districts.)"

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 6I(1) be acknowledged.

14-0712 AGENDA ITEM 6I(2) – SHERIFF

Agenda Subject: "Approve Law Enforcement Funding Agreement between Black Rock City LLC and Washoe County, on relation of the Washoe County Sheriff's Office to provide reimbursement for extra staffing needed in the Gerlach/Empire area during the annual Burning Man Festival for 2014. Estimated total reimbursement for staffing is \$85,000 for law enforcement activities related to the 2014 Burning Man Event. (Commission Districts 5.)"

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 6I(2) be approved.

14-0713 AGENDA ITEM 6I(3) – SHERIFF

Agenda Subject: "Approve Sheriff's Security Agreement between Red, White, and Tahoe Blue (RWTB) and the Washoe County Sheriff's Office to provide uniformed Deputy Sheriffs for security (costs to be reimbursed by Red, White, and Tahoe Blue) during 2014 through 2018 Red, White, and Tahoe Blue 4th of July Celebrations to be held in Incline Village, Washoe County. Start date is retroactive to July 4, 2014;

and if approved, direct Comptroller's Office to make necessary budget adjustments. (Commission District 1.)"

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 6I(3) be approved and directed.

14-0714 AGENDA ITEM 6J – COMMUNITY SERVICES

Agenda Subject: "Accept cash donations [\$300,000] from the Wilbur May Foundation; \$200,000 restricted for Fiscal Year 2014-15 general operating support of the Wilbur D. May Center, excluding all County overhead expense items, and \$100,000 restricted to support Fiscal Year 2014-15 temporary exhibits at the Wilbur D. May Museum (Commission District 3.)"

On behalf of the Board, Commissioner Jung thanked the Wilbur May Foundation for its cash donation in support of the Wilbur D. May Center's operations and for temporary exhibits.

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 6J be accepted.

14-0715 AGENDA ITEM 6K – MANAGER

Agenda Subject: "Accept monetary donations to Washoe County Regional Animal Services [\$6,997.50] for the period of April 1, 2014 – June 30, 2014 to be used for the humane care and treatment of sick and/or injured, stray or abandoned animals received; express appreciation for these thoughtful contributions; and direct the Comptroller's Office to make the appropriate budget adjustments. (All Commission Districts.)"

On behalf of the Board, Commissioner Jung thanked the donors for their generous monetary donations to Washoe County Regional Animals Services for the humane care and treatment of sick and/or injured, stray, or abandoned animals.

In response to the call for public comment, Garth Elliott thanked individuals who donated almost \$7,000 to the animal shelter. He implored people to foster or adopt the animals at the shelter.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 6K be accepted and directed.

14-0716 AGENDA ITEM 6L – SENIOR SERVICES

Agenda Subject: “Accept cash donations [\$6,271.03] for the period of April 1, 2014 through June 30, 2014 for the fourth quarter of FY 13/14; and direct the Comptroller to make the appropriate budget adjustments. (All Commission Districts.)”

On behalf of the Board, Commissioner Jung thanked the donors for their cash donations to the Senior Services Department.

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 6L be accepted and directed.

BLOCK VOTE – AGENDA ITEMS 7, 8, 9, 10, 11, 12, 15, 16, 17, 18, 19, 20, 21, AND 22

***11:00 a.m.** Chairman Humke arrived during the reading of the block vote items, prior to the vote.

14-0717 AGENDA ITEM 7 -- PURCHASING

Agenda Subject: “Recommendation to approve balance of award of Washoe County Bid No. 2843-13 for Security Guard Services to Alert Security Asset Protection, 625 Margrave Drive, Suite 100, Reno, NV 89502 at the contracted rate of \$15.48 per hour (\$23.22 per hour for work performed on County-observed holidays) and \$8.00 per site visit for patrol services, on behalf of the Operations and Maintenance Division of the Washoe County Community Services Department; and authorize the Purchasing and Contracts Manager to execute a one year agreement retroactive to July 1, 2014, with the County retaining an option to renew the agreement for one additional year. The estimated budget for security guard services in FY 15 [approximately \$100,000] funded from Community Services with the potential for another [\$20,000] from other departments including Senior Services, Health, and Registrar of Voters on an as-needed basis. The annual amount indicated may vary depending on the number of actual hours of service requested over the course of each fiscal year. (All Commission Districts.)”

There was no public comment on this item.

On motion by Vice Chairperson Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 7 be approved, authorized, and executed.

14-0718 AGENDA ITEM 8 – DISTRICT ATTORNEY

Agenda Subject: “Recommendation to approve Professional Services Agreement between Washoe County and Martin--Ross and Associates LLC for service of legal process papers involving the business of the Washoe County District Attorney's Office [annual total approximately \$130,000]. (All Commission Districts.)”

There was no public comment on this item.

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

14-0719 AGENDA ITEM 9 – JUVENILE SERVICES

Agenda Subject: “Recommendation to approve acceptance of a Specialized Foster Care Room and Board Funding from the Department of Health and Human Services – Juvenile Justice Programs Office [\$349,176.32, no match required] to provide treatment and programming to youth referred to the Washoe County Department of Juvenile Services. The grant award period is retroactive 7/1/14-6/30/15; and direct the Comptroller's Office to make the necessary budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Vice Chairperson Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 9 be approved and directed.

14-0720 AGENDA ITEM 10 – MANAGER

Agenda Subject: “Recommendation to approve Community Development Block Grants from the Nevada Governor's Office of Economic Development [\$60,000] for Access to Healthcare Network, grant period retroactive from July 1, 2014 through December 31, 2015; and [\$180,900] for Food Bank of Northern Nevada, grant period retroactive from July 1, 2014 through June 30, 2015; and if accepted, authorize Chairman to execute grant documents and approve the Sub-Grant Agreement between Washoe County and Access to Healthcare Network [\$60,000], and the Sub-Grant Agreement between Washoe County and Northern Nevada Food Bank [\$180,900]; approve Resolutions necessary for same; and direct the Comptroller's Office to make the appropriate budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Vice Chairperson Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 10 be approved, authorized, executed, and directed. The Resolutions for same are attached hereto and made a part of the minutes thereof.

14-0721 AGENDA ITEM 11 – SOCIAL SERVICES

Agenda Subject: “Recommendation to authorize the creation of a 1.0 FTE, fully benefitted, full-time Mental Health Counselor II position [estimated cost \$122,000] to be supported by existing Federal Adoption Incentive Funds and if approved, direct the Human Resources Department to make necessary staffing adjustments and initiate the recruitment process. (All Commission Districts.)”

There was no public comment on this item.

On motion by Vice Chairperson Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 11 be authorized, approved, and directed.

14-0722 AGENDA ITEM 12 – SOCIAL SERVICES

Agenda Subject: “Recommendation to accept a Subgrant Award from the State of Nevada Department of Health and Human Services Division of Public & Behavioral Health retroactive to July 1, 2014 through June 30, 2015 [\$150,000, no County match required] and authorize the creation of a 1.0 FTE, fully benefitted, full-time Behavioral Health Program Coordinator, to be evaluated by the Job Evaluation Committee; direct the Comptroller’s Office to make the necessary budget adjustments and the Human Resources Department to make necessary staffing adjustments and initiate the recruitment process. (All Commission Districts.)”

Commissioner Hartung asked what would happen to the employee after the grant expired. Kevin Schiller, Assistant County Manager, said the employee would be notified the position’s funding was specific to the grant before being hired. Commissioner Hartung stated there had been other instances where the grant funding had been used to fund a position, which became an issue when the funding went away. He said he liked to build a position if it was truly needed, and he had several conversations with Mr. Schiller regarding the needs in Social Services and Senior Services, which was sadly growing. He stated he wanted to make sure the County was not bound in some way, and he asked if the language in the grant forced the County to keep the employee after the grant expired. Mr. Schiller replied there was no obligation on the backside of that funding.

There was no public comment on this item.

On motion by Vice Chairperson Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 12 be accepted, authorized, and directed.

14-0723 AGENDA ITEM 15 – COMMUNITY SERVICES

Agenda Subject: “Recommendation to accept a Nevada Community Development Block Grant from the Governor’s Office of Economic Development retroactively for the period of July 1, 2014 through December 31, 2015 [\$205,304 with County match of \$27,503 for in-kind services of staff time and indirect costs] for the Sun Valley Second Avenue Sidewalk project; and if approved, execute a Notice of Grant Award and direct the Comptroller’s Office to make the appropriate budget adjustments. (Commission District 3.)”

There was no public comment on this item.

On motion by Vice Chairperson Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 15 be accepted, approved, executed, and directed.

14-0724 AGENDA ITEM 16 – COMMUNITY SERVICES

Agenda Subject: “Recommendation to approve Memorandum of Understanding, A Contract between the State of Nevada Acting by and through its Department of Conservation and Natural Resources and Washoe County, a Political Subdivision of the State of Nevada Acting by and through its Community Services Department-Regional Parks and Open Space to extend the funding arrangement on State Question 1 projects retroactive to July 1, 2014 through June 30, 2019. (All Commission Districts.) To be heard before Agenda Items #17, #18 and #19.

Vice Chairperson Weber said regarding Agenda Items 16 through 19, she asked for an accounting of what was left of the State Question 1 funding. Dave Solaro, Community Services Director, said the staff report for this item provided a full accounting of the projects and their status. He stated items 17, 18, and 19 still had to be completed; and the negotiations were in progress for the Truckee River Acquisitions. He said around \$496,000 was left in the State Question 1 funding, which would be used to purchase a parcel along the Truckee River. He noted the majority of the bond money had been spent or was in the process of being spent.

There was no public comment on this item.

On motion by Vice Chairperson Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 16 be approved.

14-0725 AGENDA ITEM 17 – COMMUNITY SERVICES

Agenda Subject: “Recommendation to approve Amendment #1 to “Agreement Regarding November 2002 State Questions 1: Parks and Open Space Bond Issue-Truckee River West Truckee River Pathway Restoration Project Funding” [increase by \$75,744 for a total of \$308,444 State Question 1 Truckee River Bond Funds] between Washoe County and City of Reno; and authorize the Comptroller’s Office to make the appropriate budget adjustments (Commission District 1.) To be heard after Agenda Item #16 and before Agenda Items #18 and #19.”

Commissioner Hartung asked where the increase of \$75,744 would come from. He said he noticed there were matching project funds being provided by the City of Reno, and were those dedicated funds. Dave Solaro, Community Services Director, replied the funds were there for the City of Reno, and the \$75,744 came from the contingency with State Question 1 monies.

See Agenda Item 16 for further discussion regarding this item.

There was no public comment on this item.

On motion by Vice Chairperson Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 17 be approved and authorized.

14-0726 AGENDA ITEM 18 – COMMUNITY SERVICES

Agenda Subject: “Recommendation to approve Funding Agreement State Question-1 Truckee River Land Acquisition-Hoss Parcel Project (APN 084-212-05) [\$29,500-State Question 1 Truckee River Bond Funds] between Washoe County and The Nature Conservancy. (Commission District 4.) To be heard after Agenda Items #16 and #17and before #19.”

See Agenda Item 16 for the discussion regarding this item.

There was no public comment on this item.

On motion by Vice Chairperson Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 18 be approved.

14-0727 AGENDA ITEM 19 -- COMMUNITY SERVICES

Agenda Subject: “Recommendation to approve Agreement Regarding November 2002 State Question 1: Parks and Open Space Bond Issue – Truckee River Rock Park Restroom-Project Funding [\$530,438-State Question 1 Truckee River Bond Funds] between Washoe County and City of Sparks; and authorize the

Comptroller's Office to make the appropriate budget adjustments. (Commission District 3.) To be heard after Agenda Items #16, #17 and #18."

See Agenda Item 16 for the discussion regarding this item.

There was no public comment on this item.

On motion by Vice Chairperson Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 19 be approved and authorized.

14-0728 AGENDA ITEM 20 – COMMUNITY SERVICES

Agenda Subject: "Recommendation to approve an Intergovernmental Funding Agreement Regarding Residential Construction Tax For Neighborhood Park Development within Sun Valley Park District 2D between Washoe County and Sun Valley General Improvement District [approximately \$127,018.76 Sun Valley Park District 2D Residential Construction Tax]; and authorize Comptroller to make the appropriate budget adjustments--Community Services. (Commission Districts 3 and 5.)"

In response to the call for public comment, Garth Elliott said the people of Sun Valley rescued the pool and the parks several years ago, which was done by a group of people who least could afford it. He stated they did it nonetheless, because they knew it was important for the kids to have something to do. He said the sign in front of the pool was 16-years old and was badly rusted, and the Sun Valley General Improvement District (SVGID) desperately needed the money set aside to do the work on the parks and the pool.

On motion by Vice Chairperson Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 20 be approved and authorized. The Intergovernmental Funding Agreement for same is attached hereto and made a part of the minutes thereof.

14-0729 AGENDA ITEM 21 – COMMUNITY SERVICES

Agenda Subject: "Recommendation to acknowledge receipt of a status report subsequent to the first three horse racing events located at 6205 Grass Valley Road, Palomino Valley, as directed by the Board of County Commissioners when granting approval of Special Use Permit Case Number SB13-008 (De La Luz) on July 23, 2013, for 20 one-day horse racing events during the months of May, June, July, August and September of each year; and consideration and possible action to add a new condition of approval as follows: "All conditions of approval shall be met to the satisfaction of each reviewing agency a minimum of three days prior to each horse racing event. If all conditions are not met to the satisfaction of each reviewing

agency a minimum of three days prior to each horse racing event, then the horse racing event shall not take place. (Commission District 5.)”

Vice Chairperson Weber said a status report was received for this item and directed that the Board wanted staff to follow through with what was recommended in the report.

There was no public comment on this item.

On motion by Vice Chairperson Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 21 be acknowledged and added.

14-0730 AGENDA ITEM 22 – COMMUNITY SERVICES

Agenda Subject: “Recommendation to adopt a Resolution pursuant to NRS 533.550 making findings that the sale of 3,064.77 acre feet of water rights located in Dry Valley and Warm Springs is consistent with the prudent, long-term management of the water resources within the county; will not deprive residents and businesses of reasonable access to water resources for growth and development; is a reasonable means of promoting development and use of the water right; and ensures that through the sale the county receives the actual value of the water right or comparable economic benefit; and other matters properly relating thereto. (Commission District 5.)”

There was no public comment on this item.

On motion by Vice Chairperson Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 22 be approved. The Resolution for same is attached hereto and made a part of the minutes thereof.

11:00 a.m. Chairman Humke assumed the gavel.

14-0731 AGENDA ITEM 13 – COMMUNITY SERVICES

Agenda Subject: “Introduction and first reading of an Ordinance amending Washoe County Code Chapter 110, Development Code, at Article 302 (Allowed Uses) and Article 304 (Use Classification System) to reduce regulatory barriers to the production and sale of food in certain regulatory zones, and to amend use definitions to authorize community gardens and increase opportunities for local, small scale food production; and providing for other matters properly relating thereto; and, if supported, set the public hearing for second reading and possible adoption of the Ordinance for August 26, 2014 at 6:00 p.m. (All Commission Districts.)”

Nancy Parent, County Clerk, read the title for Bill No. 1721.

Commissioner Jung said this Ordinance had been a long time coming, and she and Commissioner Weber worked hard to bring the concept of artisanal food and community gardens to fruition.

In response to the call for public comment, Garth Elliott said Sun Valley had a community garden, which was being used by the Boys and Girls Club. He stated pushing this forward was a great thing, because community gardens needed to be everywhere. He said there was no charge for the produce that came out of the Sun Valley community garden. He thanked the Commissioners who got behind this Ordinance, which would allow people to take advantage of locally grown produce during northern Nevada's short growing season.

Bill No. 1721, entitled, "**AN ORDINANCE AMENDING WASHOE COUNTY CODE CHAPTER 110, DEVELOPMENT CODE, AT ARTICLE 302 (ALLOWED USES) AND ARTICLE 304 (USE CLASSIFICATION SYSTEM) TO REDUCE REGULATORY BARRIERS TO THE PRODUCTION AND SALE OF FOOD IN CERTAIN REGULATORY ZONES, AND TO AMEND USE DEFINITIONS TO AUTHOIRZE COMMUNITY GARDENS AND INCREASE OPPORTUNITIES FOR LOCAL, SMALL SCALE FOOD PRODUCTION; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO,**" was introduced by Commissioner Jung, and legal notice for final action of adoption was directed.

14-0732 AGENDA ITEM 14 – COMMUNITY SERVICES

Agenda Subject: "Introduction and first reading of an Ordinance approving the "First Amendment to Development Agreement (Broken Hills Subdivision)" amending a Development Agreement originally approved in 2009 (DA09-003) regarding the Broken Hills Subdivision (approved in 2005 as Tentative Map TM05-012). This amendment (Case No. AC14-003) extends the deadline for filing the next in a series of final subdivision maps to August 25, 2019, with a possible extension by the Community Services Department, Planning and Development Division Director to August 25, 2021. The subdivision is located west of Kinglet Drive and Calle De La Plata and directly west of the Spanish Springs Airport and is currently undeveloped within Section 21, T21N, R20E (APN: 089-621-01, 089-632-01, 02, 03, 04 & 05); and, if approved and found to be consistent with the Master Plan, schedule a public hearing, second reading and possible adoption of the Ordinance for August 26, 2014. (Commission District 4.)"

Nancy Parent, County Clerk, read the title for Bill No. 1722.

There was no public comment on this item.

Bill No. 1722, entitled, "**AN ORDINANCE APPROVING THE "FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (BROKEN HILLS SUBDIVISION)" AMENDING A DEVELOPMENT AGREEMENT**

ORIGINALLY APPROVED IN 2009 (DA09-003) REGARDING THE BROKEN HILLS SUBDIVISION (APPROVED IN 2005 AS TENTATIVE MAP TM05-012). THIS AMENDMENT (CASE NO. AC14-003) EXTENDS THE DEADLINE FOR FILING THE NEXT IN A SERIES OF FINAL SUBDIVISION MAPS TO AUGUST 25, 2019, WITH A POSSIBLE EXTENSION BY THE COMMUNITY SERVICES DEPARTMENT, PLANNING AND DEVELOPMENT DIVISION DIRECTOR TO AUGUST 25, 2021. THE SUBDIVISION IS LOCATED WEST OF KINGLET DRIVE AND CALLE DE LA PLATA AND DIRECTLY WEST OF SPANISH SPRINGS AIRPORT AND IS CURRENTLY UNDEVELOPED WITHIN SECTION 21, T21N, R20E (APN: 089-621-01, 089-632-01, 02, 03, 04 & 05)," was introduced by Commissioner Hartung, and legal notice for final action of adoption was directed.

14-0733 AGENDA ITEM 24 – MANAGER

Agenda Subject: “Update on medical marijuana establishments in the State of Nevada and Washoe County. Possible direction to staff on medical marijuana dispensary allocations and other matters pertinent to medical marijuana establishments in Washoe County.”

Kevin Schiller, Assistant County Manager, said the staff report provided an update on the applications received and their locations. He introduced Chris MacKenzie, an attorney with Allison - MacKenzie, LTD, who was retained as the Board’s legal counsel to handle any medical marijuana issues.

Mr. MacKenzie noted there had been some confusion in the legal community regarding to what extent advice could be provided regarding medical marijuana. He stated currently, it was left to what the attorney reasonably believed was in the Constitution and how they regarded the dispute between federal law and state law. He said he hoped to provide some guidance to the Board with the understanding that the federal law was still what it was. He noted depending on the administration, the priorities of enforcement might change, and the applicants were all quite aware of that risk. He said he was here to protect the County in developing and reviewing the County’s ordinances by providing whatever input he could until further guidance was received from the Supreme Court, which hopefully would happen soon.

Mr. Schiller said the City of Reno requested an increase in its dispensary allocations from two to five. He noted there were 10 dispensaries total, with four remaining unallocated and awaiting possible action today. He advised only the number of dispensaries was capped. He stated the current application process with the State was open, but the County had to notify the State regarding the dispensary allocations prior to August 18, 2014. He said if the Board took action on the location of the four dispensaries, he would notify the State to ensure they were certified before the request for applications was reviewed.

Mr. Schiller reviewed the table on page 2 of the staff report, which gave a sense of what the numbers looked like when the staff report was written. He advised medical marijuana was a hot topic, and the web site had almost 700 visitors to date.

Commissioner Jung said the City of Sparks had only two dispensaries, but nine applications had been received for the zoning letter. Mr. Schiller said there had not been a formal request from the City of Sparks for an increase in their allocation.

Chairman Humke said the recommendation was to take action today regarding the allocation of the four dispensaries, but he felt the County needed to look at the process the State went through to make sure the applications the County received matched up fairly well to the State's ranking system before considering the four allocations. Mr. Schiller said based on how the regulations were written, the allocation and certification of the remaining four dispensaries required the Board to take action prior to the closure of the application phase. Chairman Humke stated that did not make any sense, because the State had not completed their process. Mr. Schiller said basically what was happening was at the county level, and once the allocations were identified, they became certified through the State. He stated as the State scored those applicants, they would be ranked by jurisdiction and sent down to each specific jurisdiction. He said hypothetically speaking if Washoe County had four, the top ranked one through four applicants would be provided at the completion of the State's evaluation phase of those applicants. He stated the State had been very clear that its scoring process was separate from the County's allocation process. He said the State disallowed allocation of the dispensaries after the applications were received and scored. Chairman Humke said if the four allocations were not allocated to the County or anyone else, no one knew where they went. Mr. Schiller said the answer he received was if they were not allocated through Board action, they would be returned to State for some level of review; but they would not be certified for future allocation.

Commissioner Berkbigler said the City of Reno asked for three of the unallocated dispensaries, which would leave one for the County due to the City of Sparks not wanting any additional allocations. She stated it seemed appropriate, when looking at the distance between Incline Village, the South Valleys, and the North Valleys, to give two of the allocations to the City of Reno and retain two for the County, so the County would have a total of four dispensaries.

Chairman Humke suggested allocating one more dispensary to the City of Reno, based on the County's widespread population and on the numbers shown in the table on the bottom of page 2 of the staff report, which indicated the County had almost 50 percent of all of the applications.

Commissioner Jung said even though she did not know how long the attorney had been on board, she believed it was the intent of the law to allow some revenue sharing or trading with any other municipality who would like the County to allocate a dispensary to them. She asked if Mr. MacKenzie had a conversation with the City of Reno on what they would be willing to do if the County gave them one or two

dispensaries. Mr. MacKenzie said he had been on board for four days and had not had a conversation with the City of Reno, but he would be happy to do so. He stated the statute contained a provision allowing someone to grow their own medical marijuana if they were not within 25 miles of the dispensary. He said all of those considerations had to be taken into account. Mr. Schiller stated that issue was taken to the City of Reno, and they indicated they were not interested in revenue sharing. Commissioner Jung said if the City of Reno was given one or two allocations, would that be reviewed periodically or would they keep them in perpetuity. Mr. Schiller believed there would be an annual review once the allocations were dispersed, but he believed that review had more to do with increased allocations. He said he anticipated seeing a BDR that would address that specific issue. Commissioner Jung asked if the four allocations reverted to the County due to the population issue. Mr. Schiller felt it was tied to the population and to the County being the regional entity.

Commissioner Hartung reminded the Board that this was not styled as an action item, but as direction to staff. John Slaughter, County Manager, said the Board could take action to direct staff to formally make the request to the State regarding the allocations.

Commissioner Weber said because of the County's land-mass, it needed every one of the unallocated dispensaries. She felt allocating one additional dispensary to the City of Reno would be fair and equitable. Commissioner Berkbigler said she was fine with doing that, because she was also concerned with the widespread need the County had.

Chairman Humke said there had been some talk about reallocating the dispensaries, because some of the counties said they did not want any of them. He stated there had also been a call to update the 2013 legislation. He believed the City of Reno would have additional chances for additional allocations. He did not feel the City of Reno was being shutout, but that the County was availing itself of the law.

Commissioner Weber noted Washoe County had issued 33 zoning letters, the City of Reno had issued 17, and the City of Sparks had issued 20. She said the County had issued almost double the number of letters the City of Reno had issued, so it made sense to give one allocation to the City of Reno. She felt that seemed fair based on the numbers.

Commissioner Hartung felt it would be disingenuous on the part of the City of Reno to say their citizens would only use dispensaries located within the City of Reno's boundaries. He said because of the way the County was looking to spread its allocations all over the County, there would be opportunities for the citizens to use those dispensaries.

Chairman Humke discussed the service area of the Regional Transportation Commission (RTC) and how they did not go to dispensaries located at Incline Village, Washoe Valley, and so on due to how the bus routes were dispersed. He

stated the RTC also had a special service serving people needing to get to medical appointments and to their place of employment.

Commissioner Berkbigler asked if the State was taking into consideration where the dispensaries would be located when looking at the applications. Mr. Schiller stated one of the scoring categories was related to community access.

Commissioner Weber said the RTC was talking about increasing the amount of transit in the area, which had been needed for a long time. She stated it would be interesting to have a discussion regarding having some type of service by the RTC to the dispensary locations. Commissioner Hartung stated there was a great deal of consternation at the RTC every time rethinking the routes was brought up. He noted there were a number of places that needed to be served, such as the dialysis center on Vista Boulevard.

In response to the call for public comment, Garth Elliott felt only having two dispensaries in Sun Valley would be unrealistic due to the huge population of older people and people with fibromyalgia, which could benefit immensely from medical marijuana. He noted other areas had higher concentrations of applicants.

Commissioner Hartung said there were requests for two dispensary locations in Sun Valley, and the Board had no control over the requests. He suggested lobbying the applicants.

Commissioner Berkbigler made a motion that staff be directed to allocate one additional dispensary to the City of Reno, with the County retaining the other three, for a total of five allocations for the County. Chairman Humke seconded the motion. Mr. MacKenzie said there was a statutory requirement that if any municipality in the County exceeded 25 percent of the allocations, there needed to be a finding of anticipated demand. Commissioner Berkbigler amended the motion to say, "Based on the numbers of requests for dispensaries and the spacing we were seeing, I would recommend that the County retain three of the four that were remaining to be assigned and to assign one to the City of Reno." Chairman Humke believed Mr. MacKenzie was including making the finding that if there was a City with 25 percent or more of the allocations, the mover would make the finding that an additional allocation was indicated. He asked if that would be acceptable. Mr. MacKenzie said that would be acceptable, because it would indicate the anticipated demand or service requirements would justify providing the City of Reno allocations in excess of the 25 percent. Commissioner Berkbigler asked if that would also be true for the City of Sparks. She said they had only requested what they were originally allocated but, if it was being based on the grouped population rather than the spread out population, she said she was confused about what the finding needed to be. Mr. MacKenzie said if any one municipality in the County was granted more than 25 percent of the total ten dispensaries, there needed to be a finding that there was a basis for exceeding that 25 percent. He stated that finding needed to be made due to three of the 10 being 30 percent.

Chairman Humke stated the language for the motion regarding the findings would be that the City of Sparks did not request additional allocations, while the City of Reno did. He said due to the previous discussion regarding the relatively dispersed population, that indicated Washoe County would retain five of the license allocations. Mr. MacKenzie said staff should be directed to notify the State of the ultimate allocations. Commissioner Hartung asked if it would be wise to reference the table on page 2 of the staff report showing the specific types of medical-marijuana facilities by jurisdiction. Chairman Humke said staff could be encouraged to send a copy of it to the State along with the allocation information.

Commissioner Berkbigler said she wanted to discard her original motion and accept Chairman Humke's motion as the original motion. Chairman Humke said the seconder agreed to the withdrawal of the Commissioner Berkbigler's original motion. He said since Commissioner Berkbigler made the original motion, he suggested the language be included as a new motion by Commissioner Berkbigler. Commissioner Berkbigler said that was acceptable. Chairman Humke seconded the motion. Paul Lipparelli, Legal Counsel, said the District Attorney's Office was not providing counsel regarding the issues relating to medical marijuana issues, but was still here to make sure the Open Meeting Law was observed. He advised the motion should be to direct staff to take action. He stated if the Board wanted to be more precise about its position on these issues, a future board item could be scheduled to adopt more specific statements.

Commissioner Berkbigler said the Board would be giving direction to staff to retain 50 percent of the dispensaries. She stated based on advice from legal counsel, it needed to be made as direction to staff, so should the motion start by stating, "In direction to staff..." Mr. Lipparelli said the reason he jumped in was there was an informal motion a long time ago by Commissioner Hartung, then Commissioner Berkbigler made a motion, which adopted some of what he suggested earlier as an amendment to the motion. He stated he wanted to make sure when the Board voted, the motion was properly couched as direction to staff, which was all the Board was authorized to do today under this agenda item. Chairman Humke said there had been a great deal of scrutiny under the Open Meeting Law recently, and he felt it would be a safe amendment if Commissioner Berkbigler would indicate the motion was intended as direction to staff.

Commissioner Berkbigler stated the motion was intended as direction to staff. Chairman Humke said he agreed to that amendment as the seconder. Mr. Slaughter said he understood the agenda item was for possible direction to staff regarding possible medical marijuana-dispensary allocations. He stated the motion on the table was to notify the State regarding the Board's desires and the details could be found in the previous discussion. Commissioner Berkbigler agreed that was what her motion was about. Chairman Humke said the mover moved to amend and the seconder agreed. He stated a great deal of care was being taken, because someone might challenge the Board's action. He said if the action was challenged and the Board's motion was not a good motion, then the State's timeline would be missed.

Nancy Parent, County Clerk, said it started out as Commissioner Berkbigler's motion with Chairman Humke's amendment, which was pulled. She requested the motion be restated due to the many amendments and motions. Chairman Humke suggested Mr. MacKenzie draft a motion based on the discussion and include his, Mr. Lipparelli's, and the County Manager's input and advice. He stated this motion had to be very specific. Commissioner Hartung asked if the Board was asking Mr. MacKenzie to craft a motion while this item was tabled. Chairman Humke asked if that would be acceptable to Mr. Mackenzie. Mr. MacKenzie replied it was.

Commissioner Weber said it would be important to take care of this today, and she suggested Chairman Humke's motion be restated. Chairman Humke advised the motion was already being drafted, so he was not suggesting an excessive delay.

Commissioner Hartung stated an ounce of prevention could save the Board from being called out at some future point. He said he agreed with Chairman Humke that this item should be tabled, other items on the agenda discussed, and then this item would be reopened.

11:50 a.m. Agenda Item 24 was tabled until after Agenda Item 23 was heard.

11:55 a.m. The Board reopened Agenda Item 24 for further discussion.

Mr. MacKenzie read the motion, which was as follows, "To direct staff to notify the State of Nevada that the allocation of marijuana dispensaries to the City of Reno be increased to three, based on the determination that to do so would be necessary to ensure that the more populous areas of the County have access to sufficient distribution of marijuana for medical use. Further, to direct staff to notify the State of Nevada that the allocation of marijuana dispensaries to the County of Washoe be increased to five." Commissioner Berkbigler accepted the motion as read. Chairman Humke seconded accepting the motion. On the call for the vote, the vote was 5-0 in favor of the motion. A copy of the motion written by Mr. MacKenzie was placed on file with the Clerk.

14-0734 AGENDA ITEM 23 – DISTRICT ATTORNEY

Agenda Subject: "Introduction and first reading of an Ordinance amending Chapter 50 of the Washoe County Code (Public Peace, Safety And Morals), amending Sections 50.090 and 50.092 to remove certain restrictions on the discharge of firearms in portions of Warm Springs; and providing for other matters properly relating thereto. (Commission District 5.)"

Nancy Parent, County Clerk, read the title for Bill No. 1723.

In response to the call for public comment, John Glatthar said the amendments to the Ordinance would be an appropriate change for the area.

Cathy Glatthar thanked the Board and especially Commissioner Weber for bringing this change to fruition. She said Paul Lipparelli, District Attorney's Office, did a great job with the staff report because it covered everything, and she thanked the Sheriff's Office for their input and cooperation on this effort.

Commissioner Weber said this was an opportunity for the community to move into a direction they really wanted. She stated the Glatthars worked with staff to work out the changes, which showed things could be changed if people were willing to sit down and work with staff. She thanked the staff who had been involved with this ordinance change and the Glatthars for coming forward with some rational points that staff could work with. She also thanked Mr. Lipparelli for his work on writing some of the changes.

Bill No. 1723, entitled, "**AN ORDINANCE AMENDING CHAPTER 50 OF THE WASHOE COUNTY CODE (PUBLIC PEACE, SAFETY AND MORALS), AMENDING SECTIONS 50.090 AND 50.092 TO REMOVE CERTAIN RESTRICTIONS ON THE DISCHARGE OF FIREARMS IN PORTIONS OF WARM SPRINGS; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO,**" was introduced by Commissioner Weber, and legal notice for final action of adoption was directed.

14-0735 AGENDA ITEM 25 – 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 Berkbigler said the Tahoe Summit would be held on August 19, 2014 and would be sponsored by California Senator Dianne Feinstein. She noted the Lake's clarity was improving, but it was not yet where it needed to be. She said she would be attending the Debt Management Commission (DMC) meeting on Friday, and there would be a couple of issues that would later come back to the Commission. She stated the Tahoe Transportation District (TTD) meeting was held on August 8th, where work continued on the stateline-to-stateline bike route. She said they were trying to figure out how to get some funding, and she had been working with the County Manager to determine if funds from the Parks and Recreation area could be used. She stated the project being worked on between Bull Wheel Summit and the Somers Loop Lake Access now had attorneys representing both sides, but did not have an Assessor to assess all of the properties. She said that project would likely be on hold for several months.

Commissioner Weber said there would be a Nevada Works Board meeting on October 10, 2014, which she would be working with Commissioner Jung on since she expressed an interest in taking that Board over. She stated there would be a Regional Transportations Commission (RTC) meeting on Friday, where the discussion would center on having more transit in the community and the different mechanisms for providing that transit. She said the Reno Sparks Convention and Visitors Authority (RSCVA) meeting would be held on the fourth Thursday of the month.

Commissioner Jung said she attended an anniversary of Medicare and Social Security, which was well attended by people from throughout the State. She said yesterday she was on the Flume trail and hiked up to the Bull Wheel to see what we had been talking about, which was never the same as looking at a map. She said she would be attending the Sierra Nevada Job Core Center's 35th anniversary of being in our community and its 50th national anniversary on August 22nd.

Commissioner Jung stated the Regional Parks and Open Space Commission met last week and was working on the entire section of Code regarding the park facilities. She said they were also looking at changing their meeting structure, because they had to meet nine times a year per Ordinance. She stated they might change the meetings to quarterly and would declare an emergency meeting if needed.

Commissioner Hartung stated the Nevada Land Transfer Taskforce made its recommendations. He said that item would be on the next agenda, so the Board could see what had been talked about. He said because he realized it was not already in the recommendations, he requested an addendum to the language being sent out that any potential revenues coming from the use or sale of the lands could be used for schools, senior services, social services, veterans, or anything that would benefit the community. He stated that would be important for Washoe County due to the growing social needs.

Commissioner Weber said during the opening celebration of the Mogul Fire Station, a gentleman approached her about putting in a trail to the abandoned flume, and she asked staff to look into it. She said the Nevada Association of Counties (NACo) meeting in August would be held in Gerlach. She stated the Commissioners would be able to take a tour of Burning Man, so they could see how the city was set up. She thanked all of the people who worked so hard on the Burning Man event, and noted it provided a great deal of economic impact to our community.

14-0736 AGENDA ITEM 26 – CLOSED SESSION

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

There was no closed session.

14-0737 AGENDA ITEM 28 – PUBLIC COMMENT

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

There was no response to the call for public comment.

* * * * *

12:13 p.m. There being no further business to discuss, on motion by Commissioner Berkgigler, seconded by Commissioner Jung, which motion duly carried, the meeting was adjourned.

DAVID HUMKE, Chairman
Washoe County Commission

ATTEST:

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

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

Resolution of Congratulations

WHEREAS, Robert (Bob) T. Herbert grew up the son of a military man, retired MSG Robert W. Herbert, and before he graduated high school in Slinger Wisconsin, Bob joined the army to fly in a unique program known as "High School to Flight School"; and

WHEREAS, After a successful three year tour flying the East-West German border with the 11th Armored Cavalry Regiment during the Cold War, completing an undergraduate degree at Embry-Riddle Aeronautical University and six years of active duty as a test pilot with the Army, Bob moved to Reno where he transitioned to the Nevada National Guard; and

WHEREAS, At the request of Senator Harry Reid, Bob worked as a fellow with the Brookings Institute in Washington D.C., working closely with Senator Reid's staff on Nevada military, national defense and appropriation issues and when his fellowship concluded, Bob joined Senator Reid's staff while continuing to serve his National Guard unit in Nevada; and

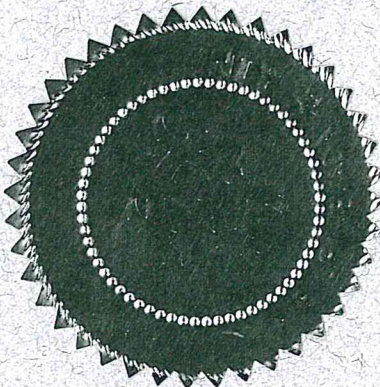
WHEREAS, Over the past several years, Bob has worked in Senator Reid's offices in Reno, Las Vegas, and Washington D.C. where he earned a Master's degree in public administration from George Washington University and a Master's of Science in National Security Strategy from the National Defense University; and

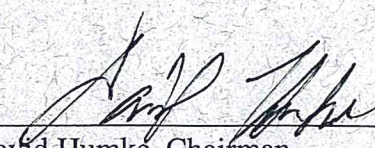
WHEREAS, On October 3, 2013, Bob was made Brigadier General in the United States National Guard at a promotion ceremony presided over by Senator Harry Reid in the Mansfield Room of the United States Capitol; and

WHEREAS, For 38 years, Brigadier General Herbert has honorably served our nation in the enlisted, warrant officer and officer ranks. As Brigadier General, Bob is currently assigned as the Assistant to the Adjutant General for the Nevada Army National Guard; now, therefore, be it

RESOLVED, That the Washoe County Board of Commissioners commend Bob Herbert's devotion and dedication to Nevada and our nation and congratulates Bob on his promotion to Brigadier General in the United States National Guard.

ADOPTED this 12th day of August, 2014.





David Humke, Chairman
Washoe County Commission

14-0699

A Contract Between
Washoe County
A Political Subdivision of the State of Nevada
Through Its
Washoe County Department of Juvenile Services
(hereinafter referred to as the WCDJS)
P.O. BOX 11130
Reno, Nevada 89520

And

THE BOARD OF REGENTS
OF THE NEVADA SYSTEM OF HIGHER EDUCATION
(hereinafter referred to as University)
University of Nevada, Reno
Reno, Nevada 89557

WHEREAS, the Department of Criminal Justice encourages qualified undergraduate and graduate students to complete internships which will enhance their knowledge of the criminal and juvenile justice systems, as well as their interpersonal and problem-solving skills; and

WHEREAS, the Department recognizes the importance of the contribution of the agencies where students are placed; and

WHEREAS, the WCDJS conducts several programs related to juveniles which would be enhanced by the services of criminal justice students; and

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the parties;

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

CONTRACT TERM. This Contract shall be effective upon approval of the Board of Regents and Board of Washoe County Commissioners, through June 30, 2017, subject to continued funding or terminated pursuant to the terms of this Agreement, whichever date shall first occur.

TERMINATION. This Contract may be terminated by either party prior to the date set forth in the next above paragraph, provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason County, State and/or Federal funding ability to satisfy this Contract is withdrawn, limited, or impaired. This Contract may also be renegotiated in the event of a reduction in the anticipated County, State, or Federal funding revenue required to satisfy this Contract.

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

14-0704

INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments:

ATTACHMENT A: SCOPE OF EDUCATIONAL EXPERIENCE (See Attachment A)

BREACH; REMEDIES. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs.

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

INDEMNIFICATION.

- a. Consistent with the Limited Liability provision stated above and to the extent limited in accordance with NRS 41.0305 to NRS 41.039, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise exist as to any party or person, described in this paragraph.
- b. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim or cause of action.

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

HIPAA. As covered entities, the parties acknowledge the applicability of the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191 ("HIPAA") to any covered functions, which may be performed pursuant to this Agreement.

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

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

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

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

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

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

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

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

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

APPROVED BY WASHOE COUNTY

_____ →

On

[Signature]

Chairman

Date

8-12-14

Title

ATTEST:

[Signature]
County Clerk

On

August 12, 2014

Date

For the Board of Regents of the Nevada System of Higher Education on behalf of the University of the Nevada, Reno, Department of Criminal Justice.

On

Thomas L. Judy
Associate Vice President
Business and Finance

Date

Title

On

ATTACHMENT A
SCOPE OF EDUCATIONAL EXPERIENCE
SCHOOL OF CRIMINAL JUSTICE

A. Responsibilities of the Parties:

1. The WCDJS will allow the UNIVERSITY to use its facilities for the teaching of undergraduate and graduate students, enrolling for internship credit, through the department of Criminal Justice within the School of Social Research and Justice Studies, College of Liberal Arts at the UNIVERSITY.
2. The WCDJS and UNIVERSITY cooperate in the placement of students, each sharing responsibility for the final selection of students. The WCDJS has no obligation to work with students who, after consultation with the UNIVERSITY, are initially considered to be, or are later found to be, unsuitable to the WCDJS program.
3. The UNIVERSITY shall maintain Allied Health Malpractice (professional liability) insurance in the amount of \$1,000,000 per claim and \$3,000,000 annual aggregate covering all students and their supervisors. The purchase of any insurance shall not waive any of the privileges or immunities afforded the UNIVERSITY, or its present or former officers and employees under NRS 41. The UNIVERSITY shall maintain workers compensation insurance as required by Nevada Statute.
4. No part of this agreement shall, in connection with any aspect of its performance, discriminate against any person by reason of race, color, marital status, national, ethnic or religious origin, or on the basis of political or sexual orientation.

B. Responsibilities of University:

1. To provide both a Faculty Internship Supervisor and Department to the WCDJS.
2. To provide the WCDJS with the appropriate documents, including any internship syllabus or agreement between the student and their faculty supervisor, addressing the internship duties and responsibilities, as needed, prior to a student's participation in the Department's internship program in order to establish or to review the purpose, provisions, and responsibilities involved in the internship experience.
3. The UNIVERSITY, WCDJS, and STUDENT will participate jointly in the selection of the student's internship assignment(s) and duties.
4. That, except as otherwise provided herein, when circumstances beyond the control of the UNIVERSITY or WCDJS indicate the student must be replaced, or if the WCDJS is unable to meet the conditions of the agreement, the UNIVERSITY has the responsibility to withdraw the STUDENT from the WCDJS. This action would be taken only in consultation between the Faculty Internship Supervisor and appropriate WCDJS personnel involved in the supervision of the intern.
5. The University and each student shall comply with all applicable state, federal, and local laws regarding the confidentiality of patient information and medical records.

C. Responsibilities of WCDJS:

1. To designate an agency internship supervisor for each internship student.
2. To work with the internship student in establishing a schedule which will ensure that the student fulfills the requisite 40 hours for each internship credit
3. To provide office supplies, telephone facilities, and office space, which enable the student to function effectively. The WCDJS provides for safeguarding confidential material such as case material and student records.
4. To provide learning experiences, including orientation to the WCDJS, and assignments.
5. To communicate immediately with Faculty Supervisor any concern regarding the student's performance and learning.
6. That it will consult with the UNIVERSITY immediately if specific circumstances arise which require the WCDJS to ask that the student be withdrawn from placement during the school semester
7. That, notwithstanding any other provision of this Agreement, WCDJS shall have the sole and exclusive discretion to determine which students may or may not participate, which students' participation may be terminated or the number of students assigned for placement in the Program.

D. THE PARTIES AGREE THAT EACH STUDENT SHALL:

1. Follow WCDJS and UNIVERSITY policies, procedures, program, and operating rules and standards, and in the event of any conflict arising between the policies, procedures, program and operating standards and rules, WCDJS's shall control.
2. Complete all documentation and reports required and approved by the Department of Criminal Justice and the WCDJS field instructor.
3. Prepare for and participate in regular evaluation conferences.
4. Communicate promptly and appropriately to the WCDJS field instructor and/or faculty liaison any concerns regarding the student's performance.
5. Act in accordance with all professional and ethical standards and laws applicable to UNIVERSITY and personnel of the WCDJS while performing those functions and responsibilities under the Program.
6. Obtain his/her own health and accident insurance policy in force and effect prior to and throughout his/her participation in the Program since these will not be provided by the WCDJS. If the WCDJS requires health examinations or other clearances, the student is expected to meet the requirements of the WCDJS.
7. Acknowledge, agree and accept that he/she is not an employee and is not entitled to financial or other remuneration, benefits, rights or privileges accorded or given to Washoe County, Second Judicial District Court or UNIVERSITY employees during placement, unless otherwise arranged with and designated by the WCDJS, the Second Judicial District Court, Washoe County and UNIVERSITY.

- E. Prior to the beginning of each field placement, students are required to read the Internship Agreement between the UNIVERSITY and the WCDJS, and sign a statement attesting to their understanding of the document.

The Department and the WCDJS have appointed the following principal contacts for all communications in connection with this Exhibit:

Contact for Juvenile Services

Elizabeth B. Florez, M.S.
Division Director
Washoe County Department of Juvenile
Services
P.O. Box 11130
Reno, NV 89520-0027

Contact for Department of Criminal Justice

Susan Lentz, J.D., Ph.D.
Chair of the Department of Criminal Justice
601D Ansari Business Building
University of Nevada Reno/214
Reno, Nevada 89557
Direct: 775-784-4701
Fax: 775-784-6201
lentz@unr.edu

RESOLUTION

TO AUGMENT THE BUDGET OF THE WASHOE COUNTY BUILDING AND SAFETY ENTERPRISE FUND

WHEREAS, in July 2014, a new position request was evaluated and Building Inspector pay grade L was approved as the appropriate job classification by the Washoe County Job Evaluation Committee; and

WHEREAS, the increased workload requires the recruitment and selection of a new Building Inspector in fiscal year 2015; and

WHEREAS, the new position was not budgeted for in fiscal year 2015; and

WHEREAS, the Building and Safety Enterprise Fund has the cash to pay the costs for the new position, but not the budget authority; and

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners of the County of Washoe, State of Nevada:

Section 1. That the budget of the Washoe County Building and Safety Enterprise Fund be adjusted as follows:


<u>Building and Safety Enterprise Fund</u>		
<u>Source of Funds</u>		
Current Cash Balance		\$1,593,517
<u>Increase Expenses</u>		
600031-701110	Base Salaries	\$67,253
600031-705210	Retirement	\$17,318
600031-705230	Medicare	\$ 975
600031-705110	Group Insurance	<u>\$ 8,030</u>
		\$93,576

14-0705


Section 2. This Resolution shall be effective on passage and approval.

Section 3. The County Clerk is hereby directed to distribute copies of the Resolution to the Comptroller's Office.

Adopted this 12th day of August, 2014.



Chairman, Washoe County
Board of County Commissioners

ATTEST:


County Clerk

**RESOLUTION ON SUBGRANTS OF
STATE EMERGENCY RESPONSE COMMISSION GRANT**

WHEREAS, Washoe County is a member of the Local Emergency Planning Committee (LEPC) and has been awarded a grant from the State Emergency Response Commission (SERC) in the amount of \$19,763.00 in support of local hazardous materials emergency response plans; and

WHEREAS, under this grant Washoe County is both a recipient and a fiscal agent for other local government entities and nonprofit organizations, which are subgrantees as members of LEPC; and

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

WHEREAS, Washoe County as fiscal agent for the other government entities or nonprofit organizations that are members of LEPC, desires to pass through some of these grant funds and grant assurances as listed below for the amounts and uses stated below.

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

14-0709

Sparks Fire Dept./TRIAD	\$17,248.00	Attendance Continuing Challenge Hazmat Conference
North Lake Tahoe Fire Protection District	\$2,515.00	Attendance Continuing Challenge Hazmat Conference

ADOPTED this 12th day of August, 2014.



ATTEST:
Nancy L. Parent
Washoe County Clerk

David Humke

David Humke, Chairman
Washoe County Commission

**RESOLUTION ON SUBGRANTS OF
STATE EMERGENCY RESPONSE COMMISSION GRANT**

WHEREAS, Washoe County is a member of the Local Emergency Planning Committee (LEPC) and has been awarded a grant from the State Emergency Response Commission (SERC) in the amount of \$30,000.00 in support of local hazardous materials emergency response plans; and

WHEREAS, under this grant Washoe County is both a recipient and a fiscal agent for other local government entities and nonprofit organizations, which are subgrantees as members of LEPC; and

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

WHEREAS, Washoe County as fiscal agent for the other government entities or nonprofit organizations that are members of LEPC, desires to pass through some of these grant funds and grant assurances as listed below for the amounts and uses stated below.

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

14-0710

Regional Emergency Medical Services Authority	\$ 9,029.00	Ballistic Vests w/Accessories
Washoe County School District	\$ 7,581.00	Police Patrol Breaching Kits
Reno Tahoe Airport Authority	\$13,390.00	Self Contained Breathing Apparatus w/ Air Cylinder's

ADOPTED this 12th day of August, 2014.

ATTEST:

Nancy L. Parent
Washoe County Clerk



David Humke, Chairman
Washoe County Commission

RESOLUTION: Authorizing grant of funds to the Food Bank of Northern Nevada

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

WHEREAS, the Board of Commissioners of Washoe County has determined that a certain amount of money is available from the U.S. Department of Housing and Urban Development, Community Development Block Grant (CDBG) States Program, CFDA #14.228, passed through the Nevada Governor's Office on Economic Development, State award number 14/PS/15, will provide a substantial benefit to the inhabitants of Washoe County;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WASHOE COUNTY, that the Board hereby enters into the attached Sub-Grant Agreement to provide funds to Food Bank of Northern Nevada for the purposes set forth in the attached Sub-Grant Agreement.

1. The Board hereby grants to the Food Bank of Northern Nevada, a grant in the amount of \$180,900.
2. The purpose of the CDBG Program is to provide decent housing, suitable living conditions, and expand economic development opportunities.
3. The maximum amount to be expended from the grant and the conditions and limitations upon the grant are set forth in the Sub-grant Agreement.

14-0720

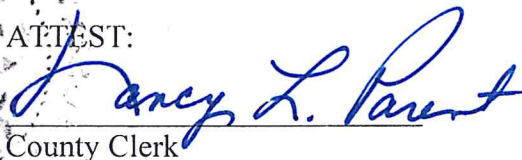
Adopted this 12th Day of August 2014



David Humke, Chairman
Washoe County Commission



ATTEST:



Nancy L. Parent
County Clerk

RESOLUTION: Authorizing grant of funds to the Access to Healthcare Network

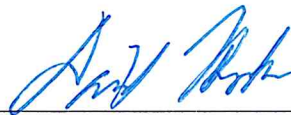
WHEREAS, NRS 244.1505 provides that a board of county commissioners may expend money for any purpose which will provide a substantial benefit to the inhabitants of the county and that a board may make a grant of money to a nonprofit organization created for religious, charitable or educational purposes,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

WHEREAS, the Board of Commissioners of Washoe County has determined that a certain amount of money is available from the U.S. Department of Housing and Urban Development, Community Development Block Grant (CDBG) States Program, CFDA #14.228, passed through the Nevada Governor's Office on Economic Development, State award number 14/PS/24, will provide a substantial benefit to the inhabitants of Washoe County;

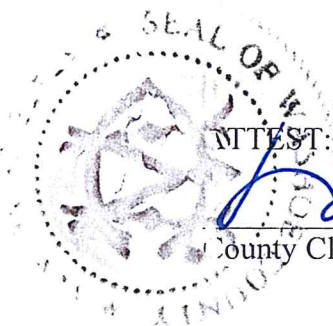
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WASHOE COUNTY, that the Board hereby enters into the attached Sub-Grant Agreement to provide funds to Access to Healthcare Network for the purposes set forth in the attached Sub-Grant Agreement.

1. The Board hereby grants to the Access to Healthcare Network, a grant in the amount of \$60,000.
2. The purpose of the CDBG Program is to provide decent housing, suitable living conditions, and expand economic development opportunities.
3. The maximum amount to be expended from the grant and the conditions and limitations upon the grant are set forth in the Sub-grant Agreement.

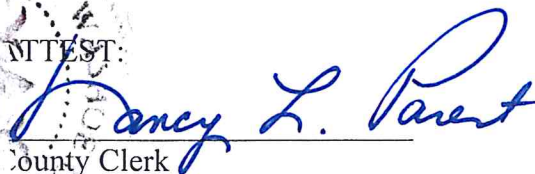
Adopted this 12th Day of August 2014



David Humke, Chairman
Washoe County Commission



TEST:



Nancy L. Parent
County Clerk

14-0720

**INTERGOVERNMENTAL FUNDING AGREEMENT REGARDING
RESIDENTIAL CONSTRUCTION TAX FOR NEIGHBORHOOD PARK
DEVELOPMENT WITHIN SUN VALLEY PARK DISTRICT 2D**

This Interlocal Agreement (the "Agreement") is entered into this ____ day of August 2014, by and between Washoe County, a political subdivision of the State of Nevada (hereinafter, "County") and Sun Valley General Improvement District, a political subdivision of the State of Nevada, organized pursuant to the provisions of Chapter 318 of Nevada Revised Statutes, (hereinafter "SVGID"), collectively referred to as the "Parties.)

WHEREAS, the Parties are public agencies as defined in Nevada Revised Statutes (hereinafter "NRS") 277.100(1)(a), more commonly known as the Interlocal Cooperation Act.

WHEREAS, pursuant to NRS 277.110(2) of the Interlocal Cooperation Act, any two or more public agencies may enter into agreements with one another for joint or cooperative action pursuant to the provisions of NRS 277.080 to 277.170, inclusive; and

WHEREAS, the County is the fiscal agent for Residential Construction Tax (hereinafter "RCT") collected within unincorporated areas of Washoe County for neighborhood park development as authorized in NRS 278.4983 and further described in Washoe County Code Chapter 20; and

WHEREAS, RCT is to be used for neighborhood park development for public park and recreation facilities within the area that it was collected as compliant with locally adopted recreation plans; and

WHEREAS, On September 8, 2009, the County, adopted an Ordinance adding the basic power to furnish recreational facilities to the basic powers granted to SVGID; and

WHEREAS, On March 23, 2010, the County, authorized the transfer of ownership of certain neighborhood parks to SVGID within the Sun Valley Park District 2D geographic boundary as shown in Exhibit A, attached hereto and incorporated by reference; and

WHEREAS, On August 13, 2013, the County authorized an Interlocal Agreement authorizing the sub granting of \$211,515 of Community Development Block Grant funds for a community building at Gepford Park (hereinafter, the "Project") also outlined in Exhibit B attached hereto and incorporated by reference; and

WHEREAS, SVGID requests to utilize a portion of the RCT from Sun Valley Park District 2D to provide additional funding estimated at \$127,018.76 to contribute to the Project; and

WHEREAS, SVGID further requests to utilize the remaining balance of the RCT from Sun Valley Park District 2D of approximately \$127,018.76 for future neighborhood park improvements (hereinafter "Future Improvements") compliant with NRS 278.4983 in cooperation with the County; and

14-0728

WHEREAS, the County wishes provide the RCT in Sun Valley Park District 2D to SVGID on a reimbursable basis to assist with the Project and Future Improvements in order to maximize the efficient use of funding and other resources, and to best serve the park and recreational needs of the citizens in Sun Valley, Nevada; and

NOW, THEREFORE, and in consideration of the respective promises and duties herein contained, the parties agree as follows:

RESPONSIBILITIES OF THE COUNTY

1. The County shall review plans, specifications and provide written approvals and site inspections for the Project and Future Improvements in a timely manner.
2. The County shall pay SVGID for a portion of the Project estimated at \$127,018.76 and Future Improvements of approximately \$127,018.76, but not to exceed the Residential Construction Tax Balance in Sun Valley Park District 2D, which includes interest earnings. Payment will be made only on a reimbursable basis, due within thirty (30) days of receipt of invoice on pre-approved projects determined compliant with all provisions in NRS 278.4983.

RESPONSIBILITIES OF SVGID

3. SVGID shall manage design, bidding and construction services related to the Project and Future Improvements.
4. SVGID shall provide the County with an electronic copy of drawings, details and specifications for the Project and Future Improvements. Drawings, details and specifications for shall conform to the latest "Standard specifications for public works construction, Washoe County, Nevada" (Orange Book). Park development shall meet current adopted Consumer Product Safety Guidelines, nationally accepted standards as recommended by the National Recreation and Park Association and all playground construction will be inspected and approved by a Certified Playground Safety Inspector.
5. SVGID shall provide to the County a construction timeline outlining details and milestones for completion of the Project and Future Improvements.
6. SVGID shall include in all contracts with any contractors hired for the purposes of constructing any portions of the Project or Future Improvements mentioned herein the standard County indemnification and insurance requirements for contractors, including receipt of a certificate of insurance naming Washoe County as an "additional insured" under such contractor's liability policy. Contractors shall provide proof of said coverage prior to the beginning of any construction. Such policy or policies shall be issued by a company licensed to do business in the State of Nevada, which has a Best rating of "A" or better. Such policy or policies shall further be in a form acceptable to the County.

7. SVGID shall not make any changes in the scope or amount of the insurance coverage provided under subsection (6) above unless made with the prior written approval of the County.
8. SVGID shall permit County staff to inspect the construction progress at all reasonable times.
9. SVGID shall provide one electronic copy of reproducible as-built drawings, with associated product specifications, at the completion of construction of the Project or Future Improvements.
10. SVGID agrees to perform or have others perform all work in compliance with all applicable laws and permit requirements.
11. By execution of this Agreement, SVGID certifies, acknowledges and agrees that any subcontractors performing work relating to or arising from either the use of the RCT or the Project and Future Improvements themselves shall be governed by all other applicable federal, state and local laws. SVGID further acknowledges that this certification is a material representation of fact, which the County has relied upon when entering into this Agreement. This certification and acknowledgement must be included, without modification, in all contracts with subcontractors and in all solicitations for contracts with subcontractors to perform work related to the use of these funds and the Project and Future Improvements. The County reserves the right to withhold RCT funds in the event SVGID, its employees, agents, representatives or subcontractors fail to perform work hereunder in accordance with the terms and conditions as set forth herein, and all applicable federal, state and local laws.
12. In accordance with NRS Chapter 239, SVGID agrees to maintain all records relevant to use of RCT for which funds were allocated from the County. Additionally, SVGID must keep records at least six (6) years from the end of the County fiscal year (July-June) in which the Project and Future Improvements were completed. If any litigation concerning the Project or Future Improvements have begun before the expiration of this six (6) year period, the individual file must be retained for six (6) calendar years from the date of resolution of the litigation; and before any files are destroyed recipient must contact the County to obtain and verify final disposition instructions. This requirement also applies to SVGID's contractors and any subcontractors.

JOINT RESPONSIBILITIES

13. **TERMINATION.** Either party may, with thirty (30) days advance written notice to the other, terminate this Agreement at any time before the date of expiration.
14. Neither party shall incur any new obligations for the terminated portion of the instrument after the effective date and shall cancel as many obligations as possible. If applicable, full credit shall be allowed for each Party's expenses and

all non-cancelable obligations properly incurred up to the effective date of termination.

15. Both Parties agree to coordinate and use their best efforts to complete the Project and Future Improvements and to collaborate in a timely manner in order to maximize the efficient use of funding and other resources.
16. INDEMNIFICATION. The County and SVGID agree that each will be responsible for any liability or loss that may be incurred as a result of any claim, demand, cost, or judgment made against that party arising from any negligent act or negligent failure to act by any of that party's employees, agents or servants in connection with the performance of obligations assumed pursuant to this Agreement.

The parties further agree, to the extent allowed by law pursuant to Chapter 41 of NRS, to hold harmless, indemnify and defend each other from all losses, liabilities or expenses of any nature to the person or property of another, to which each may be subjected as a result of any claim, demand, action or cause of action arising out of the negligent acts, errors or omissions on the part of employees, agents or servants of the other.

17. Both Parties agree to coordinate on the design and construction of the Projects and in a collaborative and timely manner in order to maximize the efficient use of funding and other resources.
18. Both Parties further agree to comply with applicable requirements of any federal, state, or local grant programs associated with the funding of design, construction, operation, and maintenance of improvements and programs within Sun Valley Park District 2D.

GENERAL PROVISIONS

19. Entire Agreement:
This Agreement represents the full and complete understanding by all of the parties and changes may be made only with the approval of the parties.
20. Assignment:
This Agreement shall be binding upon the Parties, their representatives, successors and assigns. No assignment or transfer of this agreement or any part thereof shall occur unless mutually agreed upon in writing by both parties.
21. Modification:
This Agreement may be modified in writing and signed by both parties.

22. Severability:

Each paragraph and provision of this Agreement is severable, and if one or more paragraphs or provisions of this Agreement are declared invalid, the remaining paragraphs and provisions of this Agreement will, if possible, remain in full force and effect.

23. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada regardless of the fact that any of the parties hereto may be or may become a resident of a different country, state, or jurisdiction. Any suit or action arising out of this Agreement shall be filed in a court of competent jurisdiction within the County of Washoe, State of Nevada. The parties hereby consent to the personal jurisdiction of such courts within Washoe County, State of Nevada. The parties hereby waive any objections to venue in such courts within Washoe County, State of Nevada.

24. Notices:

All notices required by this Agreement shall be in writing, must be sent to the addresses provided below and are deemed effective upon placement in the United States Mail, postage prepaid addressed to:

Director
Washoe County Community Services Department
P.O. Box 11130
Reno, NV 89520-0027

General Manager
Sun Valley General Improvement District
5000 Sun Valley Blvd.
Sun Valley, NV 89433

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement this _____ day of _____, 2014.

SUN VALLEY GENERAL IMPROVEMENT DISTRICT, a political subdivision of the State of Nevada, by and through its Board of Trustees:

Sandra Ainsworth, Chair

STATE OF NEVADA
COUNTY OF WASHOE

On the _____ day of _____, 2014, _____, personally appeared before me, a Notary Public, and acknowledged to me that he executed the above instrument for the purpose therein contained.

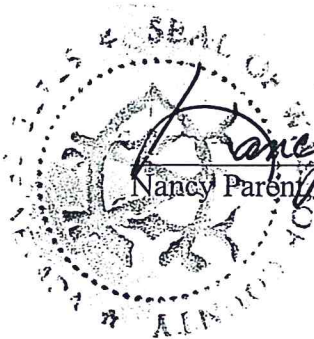
Notary Public

COUNTY OF WASHOE, a political subdivision of the State of Nevada, by and through its Board of County Commissioners



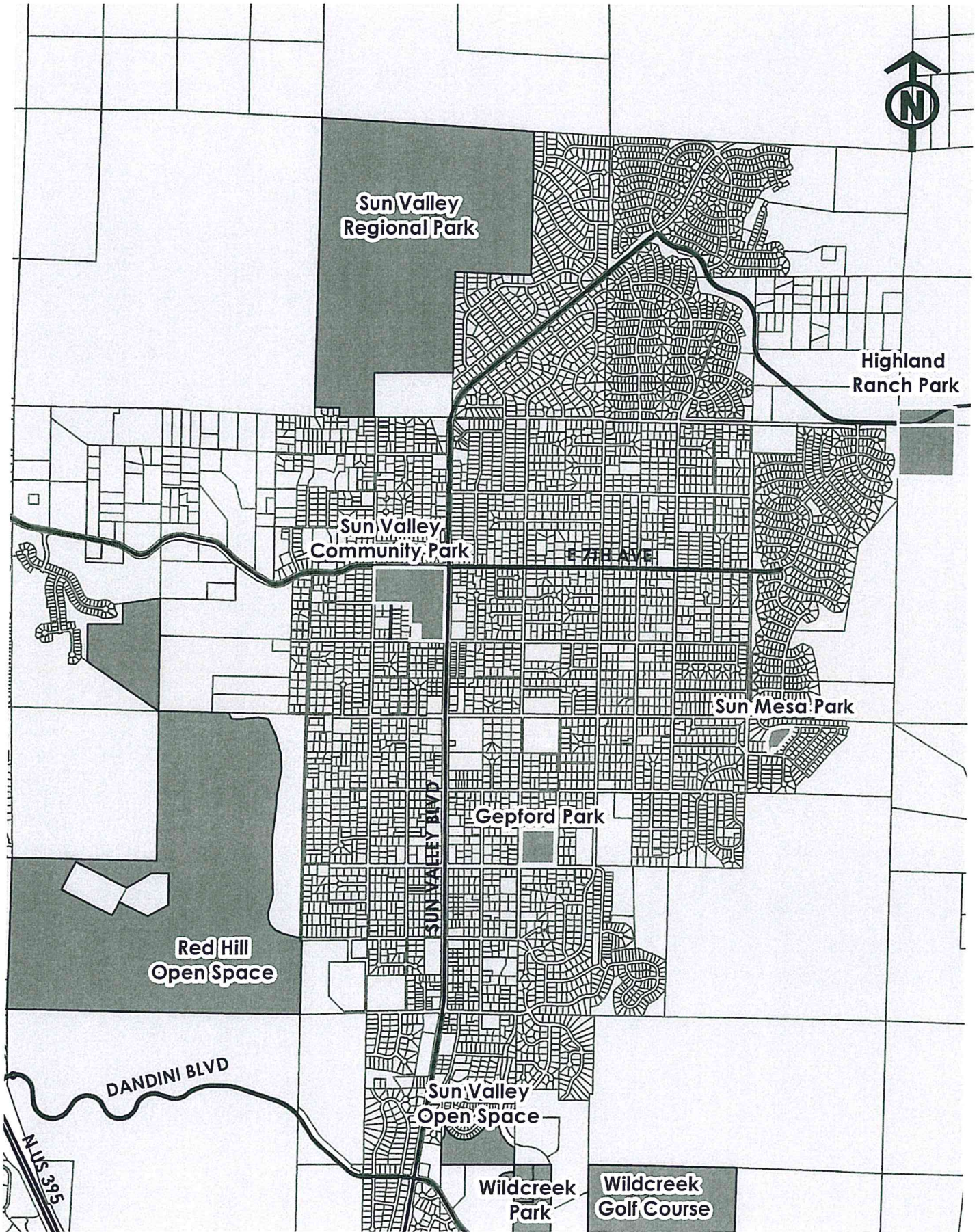
David Humke, Chairman

Attest:





Nancy Parent, County Clerk



**PARK DISTRICT 2D - SUN VALLEY
Residential Construction Tax - Exhibit A**



EXHIBIT B "The Project"
SCOPE OF WORK

Tasks to be completed by SVGID during the course of this Agreement include:

- a. Demolish the existing appurtenances at Gepford Park.
- b. Complete site preparation for the new Gepford Park Community Building.
- c. Complete procurement process for the new Gepford Park Community Building.
 - The building will be placed on a foundation that meets County building code, and is in compliance with the elevation requirements for the location. An elevation certificate will be completed prior to placement of the building.
- d. Complete construction and installation of the proposed Gepford Park Community Building.
- e. Ensure the County reviews all project plans and conducts a site inspection prior to invoicing for reimbursement. Reimbursement request should include invoices, supporting proof of payment to selected contractor and additional documentation as required by the County.

RESOLUTION

A RESOLUTION PURSUANT TO NRS 533.550 MAKING FINDINGS THAT THE SALE OF 3,064.77 ACRE FEET OF WATER RIGHTS LOCATED IN DRY VALLEY AND WARM SPRINGS IS CONSISTENT WITH THE PRUDENT, LONG-TERM MANAGEMENT OF THE WATER RESOURCES WITHIN THE COUNTY; WILL NOT DEPRIVE RESIDENTS AND BUSINESSES OF REASONABLE ACCESS TO WATER RESOURCES FOR GROWTH AND DEVELOPMENT; IS A REASONABLE MEANS OF PROMOTING DEVELOPMENT AND USE OF THE WATER RIGHT; AND ENSURES THAT THROUGH THE SALE THE COUNTY RECEIVES THE ACTUAL VALUE OF THE WATER RIGHT OR COMPARABLE ECONOMIC BENEFIT; AND OTHER MATTERS PROPERLY RELATING THERETO.

WHEREAS, Washoe County owns those certain surface water rights under Permit Nos. 11827, 17830, 24002, 24213, 13677, 36647 and 46213 and Decreed vested water right Proof 02844 for a total of 3,064.77 acre-feet together with the right to store 3,371.6 acre feet of Water (“Water Rights”) located in Dry Valley and Warm Springs, Nevada, which Water Rights are appurtenant to land known as Winnemucca Ranch, Nevada; and

WHEREAS, Buckhorn Land & Livestock, LLC owns the land known as Winnemucca Ranch, Nevada and desires to purchase from Washoe County the Water Rights for a perpetual conservation easement program administered by the Natural Resources Conservation Service (“NRCS”) to restore and protect the natural habitat and wetlands wildlife in Washoe County; and

WHEREAS, on June 17, 2014 at a duly-noticed public meeting the Washoe County Board of County Commissioners (“Board”) adopted a resolution declaring its intent to sell the Water Rights to Buckhorn Land & Livestock, LLC to support the NRCS conservation easement program and to protect the natural habitat and wetlands wildlife in Winnemucca Ranch, Washoe County, Nevada; and

WHEREAS, NRS 533.550 requires that a public body may sell or lease a water right if a public hearing is held and the governing board makes certain written findings concerning the water right and it is the intent of the Board that this resolution satisfy the requirements of NRS 533.550; and

WHEREAS, the findings contained in this resolution are based on the information provided on the record of all the meetings of the Board concerning the Water Rights, including the testimony of witnesses, the reports and comments of the county staff and input from citizens;

14-0730

NOW, THEREFORE, BE IT RESOLVED, by the Washoe County Board of County Commissioners as follows:

1. The sale of the subject Water Rights is consistent with the long-term management of water resources in Washoe County because the NRCS conservation easement program devotes the use of the resource to helping the protection of sage grouse, aids groundwater recharge, and preserves wetlands thereby supporting wildlife in the area of Winnemucca Ranch, Washoe County, Nevada.
2. The sale of the subject Water Rights will not deprive residents and businesses in Washoe County of reasonable access to water resources for growth and development because the Water Rights are located in a remote and undeveloped area of the county have not historically been used for municipal water supply. Applying the Water Rights to the NRCS conservation easement program in the manner contemplated means other water rights are free to be used for proper growth and development.
3. The sale of subject Water Rights is a reasonable means of promoting development and use of the water right because by preserving sensitive habitat more severe regional or statewide restrictions on economic growth may be averted. The proposed conservation easements will develop and preserve habitat and sanctuary for wildlife, groundwater recharge, and wetlands which benefits the public and also other private property owners in the region.

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4. The several public hearings held on the sale of the Water Rights and the county's professional and independent appraisal of the value of the Water Rights has reasonably ensured that the county is receiving the actual value of the water right.

ADOPTED this 12 day of August, 2014 by the following vote:

AYES: Humke, Weber, Jung, Benkebigler & Hartung

NAYS: NONE

ABSENT: NONE

ABSTAIN: NONE

David Humke
David Humke, Chairman
Washoe County Commission

STATE OF Nevada)
) ss:
COUNTY OF Washoe)

On this 12th day of August, 2014 before me a Notary Public in and for the County of Washoe, State of Nevada, personally appeared David Humke known to me to be the person(s) described herein and who executed the foregoing instrument and who acknowledged to me that they executed the same freely and voluntarily on behalf of Washoe County, for the uses and purposes therein mentioned.

Nancy L. Parent
Notary Public

