

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

TUESDAY

9:00 A.M.

JUNE 17, 2014

PRESENT:

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

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

The Washoe County Board of Commissioners convened at 9:04 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:

Chairman Humke called for a moment of silence to remember former Parks and Recreation Director Gene Sullivan who recently passed away.

14-470 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."

J. Edward Parker distributed an announcement for the Sierra Nevada Amateur Radio Society Field Day that would be held on June 28, 2014. A copy of the announcement was placed on file with the Clerk.

14-471 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.) "

John Slaughter, County Manager, read a staff recognition that was received in the Manager's Office. He corrected the wording on Agenda Item 5 and declared that the vote canvass would be for the Primary Election.

Commissioner Weber said she attended the grand opening of "The Bungalows" in the Sky Vista Subdivision, and explained this was leased, affordable housing. She also announced that Gilley's Restaurant and Bar recently opened in the Nugget Hotel and Casino.

Commissioner Berkbigler indicated that she had received complaints from several neighbors that were having health issues as a direct result of the pollutants derived from the burnt debris of a homesite that had yet to be cleaned. She requested staff review the situation with the Health Department to see what could be done to clean the property. She indicated that the Nevada Department of Transportation (NDOT) had proposed closing the Mt. Rose Highway for 30 days beginning August 17th for maintenance. Commissioner Berkbigler suggested the Board's review of their Boards and Commission assignments be placed on an upcoming agenda for review.

Commissioner Hartung said he received a number of calls concerning the Lazy 5 Park in Spanish Springs in regard to citizens not being able to use the reservable pavilions when they were not being used. He suggested that Chapter 95 of the County Code be reviewed, specifically policies 3.70 and 300. He noted there had been another fatal vehicle accident on Geiger Grade. He formally initiated a request to NDOT and the Regional Transportation Commission (RTC) for a concentration of signage warning users of the limited sight distance and curvy, steep grades on Geiger Grade and the Mt. Rose Highway during motorcycle events. Commissioner Hartung also had the following requests:

- An agenda item to review if there was an ordinance that required fingerprinting and/or photographing of anyone that sold copper to a salvage yard and, if not, he requested that ordinance be instituted.
- An agenda item concerning the Senior Services Nutritional Program and discussion on why the County was not participating in the USDA Senior Farmers Market Nutrition Program. He explained that was a federal program established through the Nevada Department of Agriculture to distribute Farmers Market food vouchers for qualifying seniors. He noted that the Cities of Reno and Sparks participated, but the County did not.
- An agenda item to place Seneca Drive on the Capital Improvement Plan (CIP) list for speed bumps. He noted there had been several fatal car accidents on that road because of the proximity to dirt roads that led to Peavine Mountain.

Commissioner Hartung noted that he attended former Sheriff Dennis Balaam's memorial service and said it was very well attended. He also attended an event at the Wild West Motor Sports Park and commended the facility. He indicated that the Washoe County Sheriff's Office (WCSO) had responded to his request and clearly marked congested area boundaries in Spanish Springs with maps now available to the public.

Commissioner Jung said the Board had not yet received an update on the history and establishment of the State, and the myth that the State was taking the County's land. She said a presentation was held at a recent National Association of Counties (NACo) meeting, and felt that presentation would be a great history lesson for their constituents. She agreed it was time for the Board to review their board and commission assignments. Commissioner Jung asked staff to research if individuals stealing copper piping were selling it in California, or vice versa, since the criminals were usurping any type of enforcement by selling the copper in Sacramento.

Chairman Humke said he received a letter from a constituent over concerns about the proposed Truckee Meadows Water Authority (TMWA) merger with the Department of Water Resources, specifically the affect on domestic well owners. A copy of the letter was placed on file with the Clerk.

14-472 AGENDA ITEM 5 – REGISTRAR OF VOTERS

Agenda Subject: "Declaration of Canvass of Vote and Order (2014 Primary Election). (All Commission Districts.)"

Pursuant to NRS 293.387, Luanne Cutler, Registrar of Voters, presented the abstract of the votes cast for all candidates in all the precincts in Washoe County in the Primary Election conducted on Tuesday, June 10, 2014 and certified the same to be true and correct as certified by the Accuracy Certification Board pursuant to NRS 293B.390 for canvass. Duly executed Submission of Abstract and Certificate of Accuracy Certification Board were placed on file with the Clerk.

Ms. Cutler conducted a PowerPoint presentation, which reviewed the statistics and results of the 2014 Primary Election and answered questions of the Board. A copy of the Presentation was placed on file with the Clerk.

Greg Neuweiler, Election Certification Board Chairman, thanked the Board for selecting Ms. Cutler as the Registrar of Voters. He commented that she had the demeanor, the personality, sense of humor and the firmness to oversee the very difficult task of conducting an election. He explained the process the Election Certification Board conducted before, during and after the elections, which included a double-blinded study.

Chairman Humke commended the Registrar of Voters Department and the Certification Board.

Commissioner Jung thanked all the candidates for running for the respective offices and for placing their names on the ballot.

There was no response to the call for public comment.

After conducting the canvass, the Board declared the abstract, as presented, to be a true vote cast; and, on motion by Commissioner Hartung, seconded by Commissioner Berkgigler, which motion duly carried, it was ordered that the members present execute the Certification of the Official Canvass for the 2014 Primary Election as presented. It was further ordered that the Clerk be directed to enter upon the record of the Board an abstract of the results, which shall contain the number of votes cast for each candidate, and that the Registrar of Voters submit a certified copy of the abstract to the Secretary of State.

14-473 AGENDA ITEM 6

Agenda Subject: "Introduction of new Washoe County employees."

Chairman Humke invited the new Washoe County employees to come forward and introduce themselves to the Board. The Board members welcomed the new employees.

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

14-474 AGENDA ITEM 7 – HUMAN RESOURCES

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

Essentials of Personal Effectiveness

Natasha Cain, District Attorney's Office
Jeremiah McCauley, Sheriff's Office

Essentials of Promote Yourself!

Natasha Cain, District Attorney's Office

Essentials of High Performing Teams

Cecilia Gonzales, Child Protective Services
Jeremiah McCauley, Sheriff's Office

Essentials of Support Staff

Jeremiah McCauley, Sheriff's Office

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

14-475 AGENDA ITEM 8

Agenda Subject: "Proclamation--June 2014 Nevada Amateur Radio Month."

Commissioner Hartung read and presented the Proclamation to J. Edward Parker. Mr. Parker thanked the Board for their Proclamation and invited them to attend the upcoming Field Day sponsored by the Sierra Nevada Amateur Radio Society scheduled for June 28th and June 29th.

Aaron Kenneston, Emergency Manager, thanked the Board for their recognition and introduced several Amateur "Ham" Radio Operators.

There was no public comment on this item.

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

CONSENT AGENDA

In response to the call for public comment, Sam Dehne spoke on the number of items in the consent agenda.

14-476 AGENDA ITEM 10A

Agenda Subject: "Approve minutes for the Board of County Commissioners' meetings of April 22, April 24, May 13 and May 19, 2014."

There was no public comment on this item.

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

14-477 AGENDA ITEM 10B - LIBRARY

Agenda Subject: "Reappoint Derek Wilson to the Washoe County Library Board of Trustees, with a term effective July 1, 2014 to June 30, 2018. (All Commission Districts.)"

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried, it was ordered that Derek Wilson be reappointed to the Washoe County Library Board of Trustees, with a term effective July 1, 2014 to June 30, 2018.

14-478 AGENDA ITEM 10C - SHERIFF

Agenda Subject: "Approve acceptance of a Justice Assistance Grant (JAG) award from the Office of Criminal Justice Assistance [\$10,000, no match required] to conduct training in the investigation of major traffic accidents. The grant award period is 7/1/14-7/30/14; authorize Sheriff to execute acceptance of award and direct Finance to make the necessary budget adjustments. (All Commission Districts.)"

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 10C be approved, authorized, executed and directed.

**14-479 AGENDA ITEM 10D – TECHNOLOGY SERVICES/911
EMERGENCY RESPONSE COMMITTEE**

Agenda Subject: "Approve the travel/training request for two individuals from each of the three primary PSAP's (Public Safety Answering Points) to attend a total of four Public Safety Training Courses [not to exceed \$48,000] total for Fiscal Year 2014-2015. Total expenditures to be funded within the adopted operating budgets of the E911 Fund. (All Commission Districts.)"

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 10D be approved.

14-480 AGENDA ITEM 10E(1) - ASSESSOR

Agenda Subject: "Acknowledge receipt of annual report of projected expenditures for the Account for the Acquisition and Improvement of Technology in the Office of the County Assessor for FY 2014/2015. (All Commission Districts.)"

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 10E(1) be acknowledged.

14-481 AGENDA ITEM 10E(2) - ASSESSOR

Agenda Subject: "Approve roll change requests for errors discovered for the 2013/14, 2012/13, 2011/12 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 \$9,346.41]. (All Commission Districts.)"

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 10E(2) be approved, authorized, executed and directed.

14-482 AGENDA ITEM 10E(3) - ASSESSOR

Agenda Subject: "Approve roll change requests, pursuant to NRS 361.768 and NRS 361.765, for errors discovered for the 2013/2014 secured tax roll and authorize Chairman to execute the changes and direct the Washoe County Treasurer to correct the error(s) [cumulative amount of decrease \$3,526.27]. (Parcels are in various Commission Districts.)"

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 10E(3) be approved, authorized, executed and directed.

14-483 AGENDA ITEM 10F(1) – COMMUNITY SERVICES

Agenda Subject: "Approve appointment of Susan Lynn as one of Washoe County's appointees to the Truckee River Fund Advisory Committee. (All Commission Districts.)"

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried, it was ordered that Susan Lynn be appointed as one of Washoe County's appointees to the Truckee River Fund Advisory Committee.

14-484 AGENDA ITEM 10F(2) – COMMUNITY SERVICES

Agenda Subject: "Accept grant funding [\$31,968.49 with no County match] for the benefit of public roads within the County as authorized under the Federal Secure Rural Schools and Community Self-Determination Act, with all funds directed to Title I – Road and School Projects, and direct Finance to make the appropriate budget adjustments. (All Commission Districts.)"

Commissioner Berkbigler asked if there were specific roads that would be using funds from this grant. Dave Solaro, Community Services Director, explained that the funds were not earmarked for any specific road. He indicated that the funds would be placed in the Roads Special Revenue Fund.

There was no public comment on this item.

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

14-485 AGENDA ITEM 10F(3) – COMMUNITY SERVICES

Agenda Subject: "Acknowledge receipt of the Washoe County Water and Sanitary Sewer Financial Assistance Program Status Report as of March 31, 2014. (All Commission Districts.)"

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 10F(3) be acknowledged.

14-486 AGENDA ITEM 10F(4) – COMMUNITY SERVICES

Agenda Subject: "Authorize the Community Services Department to remove uncollectible accounts [\$28,574.58] from the records of the water and sewer utilities as approved by the Comptroller's Office pursuant to NRS 354.257. (All Commission Districts.)"

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 10F(4) be authorized.

14-487 AGENDA ITEM 10F(5) – COMMUNITY SERVICES

Agenda Subject: "Approve Change Order Number 4 for the Washoe County Sheriff's Office - Housing Unit 10 Remodel Project [\$2,841.30, Funding Source – Capital Improvement Fund 402]. (Commission District 3.)"

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 10F(5) be approved.

14-488 AGENDA ITEM 10F(6) – COMMUNITY SERVICES

Agenda Subject: "Approve Change Order Numbers 3, 4, 5 and 6 [\$72,629.45] for the McGee Center Remodel Project. (Commission District 3.)"

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 10F(6) be approved.

14-489 AGENDA ITEM 10F(7) – COMMUNITY SERVICES

Agenda Subject: "Approve First Amendment to Lease between MMK Properties and Washoe County for a 36 month term, commencing July 1, 2014 through June 30, 2017, for the renewal of occupancy at 405 Western Road #18 & #26 for the Search and Rescue Division of the Washoe County Sheriff's Office [\$21,820.56 annually]. (Commission District 5.)"

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 10F(7) be approved.

14-490 AGENDA ITEM 10F(8) – COMMUNITY SERVICES

Agenda Subject: "Approve Lease Agreement between Washoe County and Truckee Meadows Parks Foundation (TMPF), a Nevada 501(c)(3) nonprofit organization, for use of the former gift shop/concession building of the Great Basin Adventure at Rancho San Rafael Regional Park for a 36 month term, commencing on July 1, 2014, as authorized under NRS 244.284. (Commission District 3.)"

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 10F(8) be approved.

14-491 AGENDA ITEM 10F(9) – COMMUNITY SERVICES

Agenda Subject: "Approve the 2014 Sun Valley Regional Park Master Plan update to include the addition of a disc golf course and a bike park. (Commission District 5.)"

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 10F(9) be approved.

14-492 AGENDA ITEM 10F(10) – COMMUNITY SERVICES

Agenda Subject: "Authorize the purchase of 67.41 acres (currently APN 090-040-06 located at Silver Lake); approve Interlocal Joint Funding Agreement (Red Rock/Silver Lake Property) between Washoe County and Nevada Department of

Wildlife [not to exceed \$25,000 with \$20,000 match from Park District 2A7 easement proceeds]; approve a Real Property Sale Agreement between Washoe County (Buyer) and Diane L. Coon (Seller); authorize the Community Services Department Director to act on behalf of Washoe County to execute and deliver any and all instruments and funds, including without limitation, contracts, agreements, notices, escrow instructions, deeds and restrictions, as may be necessary or appropriate to accomplish the acquisition; and authorize Finance to make the appropriate budget adjustments. (Commission District 5.)"

In response to the call for public comment, Sarah Chvilicek urged the Board to authorize this purchase, which would improve upon the mission to continue to complete the park. She said this area was part of a migratory fly-way and was an excellent area to observe wildlife.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 10F(10) be authorized, approved and executed.

14-493 AGENDA ITEM 10G(1) - COMPTROLLER

Agenda Subject: "Authorize refund [\$78,449] to Charter Communications for overpayment of franchise fees, approve a contingency transfer to support the payment, and direct the Comptroller's Office to make the appropriate adjustments. (All Commission Districts.)"

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 10G(1) be authorized and directed.

14-494 AGENDA ITEM 10G(2) - COMPTROLLER

Agenda Subject: "Accept the resignation of Cynthia Washburn and appoint Paul McArthur for the Trustee position of "employee of the Employer who manages the fiscal affairs of the Employer" on the Washoe County, Nevada Other Post Employment Benefits (OPEB) Trust Fund Board of Trustees-Board of Trustees, Washoe County, Nevada OPEB Trust. (All Commission Districts.)"

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 10G(2) be accepted.

14-495 AGENDA ITEM 10H(1) – DISTRICT COURT

Agenda Subject: "Approve the reclassification of a full-time vacant Unit Manager, position #70000601, pay grade K444, to a full-time Court Technology Systems Developer position pay grade K444 for the Second Judicial District Court effective June 30, 2014, at no additional expense and direct Human Resources to make the necessary adjustments (All Commission Districts.)"

There was no public comment on this item.

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

14-496 AGENDA ITEM 10H(2) – DISTRICT COURT

Agenda Subject: "Approve Professional Services Agreements for Family Drug/Alcohol Rehabilitation Services for Family Drug Court between the Second Judicial District Court and Washoe County Department of Social Services and Bristlecone Family Resources [\$60,181]; and between the Second Judicial District Court and Washoe County Department of Social Services and Step 2 [\$60,181] for the period July 1, 2014 to June 30, 2015. (All Commission Districts.)"

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 10H(2) be approved.

14-497 AGENDA ITEM 10I(1) – HUMAN RESOURCES

Agenda Subject: "Approve reclassification requests submitted and evaluated during the annual budget process. Fiscal impact of the reclassification requests estimated at \$159,209. (All Commission Districts.)"

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 10I(1) be approved.

14-498 AGENDA ITEM 10I(2) – HUMAN RESOURCES

Agenda Subject: "Award Washoe County RFP No. 2890-14 Insurance Brokerage and Consulting Services for the Health Benefit Program for FY 2014/15 to Wells Fargo Insurance Services [estimated annual cost \$70,000]; and authorize the Purchasing and Contracts Administrator to execute the agreement for a three-year period with the option of 2 one-year renewals. (All Commission Districts.)"

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 10I(2) be awarded, authorized and executed.

14-499 AGENDA ITEM 10I(3) – HUMAN RESOURCES

Agenda Subject: "Approve the Collective Bargaining Agreements with the Washoe County WCEA Association for the Non-Supervisory and Supervisory bargaining units for the periods July 1, 2014 through June 30, 2015; ratify same: a 1.5% Cost of Living Adjustment in base wage effective July 1, 2014; a 1% Cost of Living Adjustment in base wage effective January 1, 2015; and effective in Pay Period #16/14 (07/14/14 – 07/27/14) pay a recognition one-time only lump sum payment of \$1,000 for eligible full-time employees and \$500 for eligible part-time employees. FY14/15 fiscal impact is estimated at \$3,289,000. (All Commission Districts.)"

Commissioner Berkbigler thanked the employees for working together to arrive at an agreement that everyone could support.

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 10I(3) be approved and ratified.

14-500 AGENDA ITEM 10I(4) – HUMAN RESOURCES

Agenda Subject: "Approve for Unclassified Management and Non-Represented Confidential employees a 1.5% Cost of Living Adjustment in base wage effective July 1, 2014; a 1% Cost of Living Adjustment in base wage effective January 1, 2015; and effective in Pay Period #16/14 (07/14/14 – 07/27/14) pay a recognition one-time only lump sum payment of \$1,000 for full-time employees and \$500 for part-time employees that received a wage concession reduction effective July 1, 2010 (Unclassified Management) or July 19, 2010 (Non-Represented Confidential). The Fiscal Year 2014/2015 impact is estimated at approximately \$255,000. (All Commission Districts.)"

Commissioner Berkbigler thanked the employees for working together to arrive at an agreement that everyone could support.

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 10I(4) be approved.

14-501 AGENDA ITEM 10I(5) – HUMAN RESOURCES

Agenda Subject: "Approve for Non-Represented Juvenile Services, Second Judicial District Court, and Justice Court employees (excluding Justice of the Peace) a 1.5% Cost of Living Adjustment in base wage effective July 1, 2014; a 1% Cost of Living Adjustment in base wage effective January 1, 2015; and effective in Pay Period #16/14 (07/14/14 – 07/27/14) pay a recognition one-time only lump sum payment of \$1,000 for full-time employees and \$500 for part-time employees that received a wage concession reduction in FY 2010/2011 and were on payroll as of July 19, 2010. The Fiscal Year 2014/2015 impact is estimated at approximately \$752,000. (All Commission Districts.)"

Commissioner Berkbigler thanked the employees for working together to arrive at an agreement that everyone could support.

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 10I(5) be approved.

14-502 AGENDA ITEM 10I(6) – HUMAN RESOURCES

Agenda Subject: "Approve the Collective Bargaining Agreements with the Washoe County District Attorney Investigator's Association (WCDAIA) for the Non-Supervisory and Supervisory bargaining units for the period July 1, 2014 through June 30, 2015; ratify same: a 2% Cost of Living Adjustment in base wage effective July 1, 2014; a 1% Cost of Living Adjustment in base wage effective January 1, 2015; and effective in pay period #16/14 (07/14/14 – 07/27/14) pay a recognition one-time lump sum payment of \$700 for eligible full-time employees; and approve same for the Chief Investigator (DA). FY 14/15 fiscal impact is estimated at \$42,000. (All Commission Districts.)"

Commissioner Berkbigler thanked the employees for working together to arrive at an agreement that everyone could support.

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 10I(6) be approved and ratified.

14-503 AGENDA ITEM 10J(1) -MANAGER

Agenda Subject: "Approve retroactive re-appointment of Ms. Elaine Alexander to the Washoe County Audit Committee for the term commencing January 1, 2014 and expiring on December 31, 2015. (All Commission Districts.)"

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 10J(1) be approved.

14-504 AGENDA ITEM 10J(2) - MANAGER

Agenda Subject: "Acknowledge notification of a budget adjustment made in order to accommodate travel expenditures in excess of the original budget, but within the District Attorney's Office approved budget for fiscal year 2013-2014 (no fiscal impact). (All Commission Districts.)"

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 10J(2) be acknowledged.

14-505 AGENDA ITEM 10J(3) - MANAGER

Agenda Subject: "Approve Cooperative Fire Protection Agreement and corresponding 2014 Annual Operating Plan for Cooperative Fire Protection Agreement between Bureau of Land Management, Carson City District Office, Winnemucca District Office, NorCal District, and Washoe County. (All Commission Districts.)"

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 10J(3) be approved.

14-506 AGENDA ITEM 10K(1) - TREASURER

Agenda Subject: "Approve Consent to Deemed Assignment of Investment Advisory Agreement(s) with PFM Asset Management LLC; upon the change in control of the holding company of PFM. (All Commission Districts.)"

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 10K(1) be approved.

14-507 AGENDA ITEM 10K(2) - TREASURER

Agenda Subject: "Approve and execute Resolution directing County Treasurer to give notice of the sale of properties subject to the lien of a delinquent special assessment in the following districts: WCAD 23 – Arrowcreek Water, WCAD 31 –

Spearhead Wy – Running Bear Dr, WCAD 32 – Spanish Springs Valley Ranch Rd, WCAD 37 – Spanish Springs Sewer Phase 1 (additional description of affected parcels contained in exhibit A of Resolution). (Commission Districts 2, 4 and 5.)"

There was no public comment on this item.

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

BLOCK VOTE

The following Agenda Items were consolidated and voted on in a block vote: 11, 12, 13, 15, 17, 18, 20, 22, 23, 29, 30 and 31.

10:29 a.m. Chairman Humke and Commissioner Jung temporarily left the meeting during the reading and vote of the block items.

14-508 AGENDA ITEM 11 - COMPTROLLER

Agenda Subject: "Recommendation to authorize the renewal of the Excess Workers' Compensation Insurance Policy with New York Marine and General Insurance Company for one year at a premium [\$161,025] and the Property Insurance Policy with the Public Entity Property Insurance Program for one year at a premium [\$571,541.62] effective July 1, 2014, funding from the Risk Management Fund source. (All Commission Districts.)"

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Berkbigler, which motion duly carried with Chairman Humke and Commissioner Jung absent, which motion duly carried, it was ordered that Agenda Item 11 be authorized.

14-509 AGENDA ITEM 12 – DISTRICT COURT

Agenda Subject: "Recommendation to approve Professional Services Agreement for Life Skills Services for Adult Drug Court and Diversion Court Services between District Court and Case Management Services, [\$118,973]; for the period July 1, 2014 to June 30, 2015. (All Commission Districts.)"

There was no public comment on this item.

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

14-510 AGENDA ITEM 13 – SOCIAL SERVICES

Agenda Subject: "Recommendation to approve the Interlocal Cooperative Agreement for Operation of the Community Assistance Center among the City of Reno, Washoe County, and the City of Sparks [\$1,234,426 in cash and approximately \$252,964 in-kind support] effective upon execution through June 30, 2015 for the County's portion for fiscal year 2014-2015. (All Commission Districts.)"

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Berkbigler, which motion duly carried with Chairman Humke and Commissioner Jung absent, which motion duly carried, it was ordered that Agenda Item 13 be approved. The Interlocal Cooperative Agreement for same is attached hereto and made a part of the minutes thereof.

14-511 AGENDA ITEM 15 – COMMUNITY SERVICES

Agenda Subject: "Recommendation to approve payment [\$205,162] as Washoe County's share in annual funding for the Truckee Meadows Regional Planning Agency to cover the fiscal year from July 1, 2014, through June 30, 2015. (All Commission Districts.)"

There was no public comment on this item.

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

14-512 AGENDA ITEM 17 – COMMUNITY SERVICES

Agenda Subject: "Recommendation to approve Amendment No. 3 to Agreement for Full Service Operation and Maintenance of Washoe County Sewer Facilities between Washoe County and SPB Utility Services, Inc. for a six-month period from July 1, 2014 to December 31, 2014 [estimated six-month cost \$406,730.82]. (All Commission Districts.)"

There was no public comment on this item.

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

14-513 AGENDA ITEM 18 – COMMUNITY SERVICES

Agenda Subject: "Recommendation to award a bid and approve the Agreement to the lowest responsive, responsible bidder to construct the Central Incline Village Phase I Water Quality Improvement Project recommended [Aspen Developers Corporation, Base Bid of \$1,140,596.50 - Funded by Nevada Tahoe Bond Act and U.S. Forest Service Southern Nevada Public Lands Management Act]. (Commission District 1.)"

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Berkgigler, which motion duly carried with Chairman Humke and Commissioner Jung absent, which motion duly carried, it was ordered that Agenda Item 18 be awarded.

14-514 AGENDA ITEM 20 - MANAGER

Agenda Subject: "Recommendation to award Washoe County RFP No. 2899-14 for Video Broadcasting and Production Services to, SoSu TV, 300 E. Second St. Suite 1405, Reno NV 89501 [estimated annual amount \$122,340] for the period July 1, 2014 through June 30, 2015 and, if awarded, authorize the Purchasing and Contracts Manager to execute an agreement for the initial term with two, single year renewal options. (All Commission Districts.)"

There was no public comment on this item.

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

14-515 AGENDA ITEM 22 - MANAGER

Agenda Subject: "Recommendation to approve a 2014 Emergency Management Performance Grant (EMPG) from the State of Nevada, Division of Emergency Management [\$170,877 retroactively for the period of October 1, 2013 through March 31, 2015; requires match of \$170,877] by applying the salary expense of Washoe County Sheriff Search and Rescue positions; 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 Weber, seconded by Commissioner Berkgigler, which motion duly carried with Chairman Humke and Commissioner Jung absent, which motion duly carried, it was ordered that Agenda Item 22 be approved and directed.

14-516 AGENDA ITEM 23 - MANAGER

Agenda Subject: "Recommendation to approve a 2014 Pre-Disaster Mitigation grant from the Nevada Division of Emergency Management [\$110,000; requires 25% match of \$27,500] to be provided from in-kind services by the Washoe County Geographic Information System (GIS) Department, Grant term: retroactive from April 21, 2014 – September 30, 2016; and direct Finance to make the necessary budget adjustments. (All Commission Districts.)"

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Berkbigler, which motion duly carried with Chairman Humke and Commissioner Jung absent, which motion duly carried, it was ordered that Agenda Item 23 be approved and directed.

**14-517 AGENDA ITEM 29 – TECHNOLOGY SERVICES/911
EMERGENCY RESPONSE COMMITTEE**

Agenda Subject: "Recommendation to approve Fiscal Year 2014-2015 renewal of reimbursement to the City of Reno, for the salaries and benefits of 1.5 Geographic Information Systems (GIS) positions with Emergency 911 funds to support region-wide E911 GIS mapping services to the Public Safety Answering Points (PSAPS) [not to exceed \$147,163]. (All Commission Districts.)"

There was no public comment on this item.

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

14-518 AGENDA ITEM 30 – TECHNOLOGY SERVICES

Agenda Subject: "Recommendation to approve the Interlocal Cooperative Agreement Establishing the Regional Business License and Permits Program between the County of Washoe, the City of Reno, the City of Sparks, and the Washoe County Health District, concerning the governance and implementation of a Regional License and Permit Program, effective from execution signing date through June 30, 2020 and authorize automatic renewals beginning July 1, 2020 unless otherwise terminated as per the Agreement; approve the Washoe County Business License and Permits System Contract between Washoe County and Accela, Inc. [\$1,580,074.66] for a Regional License and Permit Program; authorize that the project budget be [\$1,667,444.32], which includes the Accela contract and 5.5% of additional funding for project changes; finally, direct staff to return prior to project implementation with a regional technology fee to recover portions of the project's

costs (fee to only be implemented after go live of the platform). (All Commission Districts.) Copy on file in the County Manager's Office. To be heard before Agenda Items #31 and #32."

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Berkbigler, which motion duly carried with Chairman Humke and Commissioner Jung absent, which motion duly carried, it was ordered that Agenda Item 30 be approved, authorized and directed. The Interlocal Agreement is attached hereto and made a part of the minutes thereof.

14-519 AGENDA ITEM 31 - COMPTROLLER

Agenda Subject: "Recommendation to approve Resolutions creating the Regional Permits System Fund as a Special Revenue Fund to account for the operations of the Regional License and Permit Program inter-local agreement and the Regional Permits Capital Fund as a Capital Projects Fund to account for the Regional License and Permit system customization and implementation; to adjust budget appropriations and transfers to establish both funds; and direct the Comptroller to make the appropriate adjustments as required. (All Commission Districts.) To be heard after Agenda Item #30 and before Agenda Item #32."

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Berkbigler, which motion duly carried with Chairman Humke and Commissioner Jung absent, which motion duly carried, it was ordered that Agenda Item 31 be approved and directed. The Resolutions for same are attached hereto and made a part of the minutes thereof.

14-520 AGENDA ITEM 9 - APPEARANCE

Agenda Subject: "Jeremy B. Harrell, Senator Dean Heller's Office, Sara Moffat, Senator Harry Reid's Office. Presentation on Sage Grouse."

Jeremy B. Harrell, Senator Dean Heller's Office, and Sara Moffat, Senator Harry Reid's Office attended the meeting via telephone.

Ms. Moffat and Mr. Harrell conducted a PowerPoint presentation, which was placed on file with the Clerk. The presentation included an overview of the Nevada Sagebrush Landscape Conservation and Economic Development Act and highlighted the Sage Grouse Overview, goals of Legislation, outline of the Legislation, land conveyances, and the proposed wilderness area.

10:28 a.m. Chairman Humke and Commissioner Jung returned to the meeting during the PowerPoint presentation.

Commissioner Hartung asked for clarification on selling land to the counties. Ms. Moffat replied that anytime a county or local government wanted land for use for a public purpose it could be conveyed at no cost. She believed at this point that all the conveyances to Washoe County were for public purposes and would be at no cost. However, since the federal government viewed land as an asset, if the land was being conveyed for anything other than public purposes, such as development, fair market value would have to be charged or it was viewed as an earmark and, under current earmark, it would not be allowed to move forward.

Commissioner Hartung thanked Senator Reid, Senator Heller and their staffs for all the hard work put into this process. He was looking forward to the completion of this issue.

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

BLOCK VOTE

The following Agenda Items were consolidated and voted on in a block vote: 14 and 24.

14-521 AGENDA ITEM 14 - TREASURER

Agenda Subject: "Recommendation to award Request for Proposal (RFP) No. 2888-14 for a Remittance Processing System for the Washoe County Treasurer to Creditron Corporation; authorize the Purchasing and Contracts Manager to execute an agreement [estimated amount \$220,959.50]; which includes the first year costs of software and hardware maintenance. Approve transfer [\$43,000] from project number PW920276-711504 Tax Collection System; approve inter-fund transfer [\$118,000] from Treasurer's Office budget account 103100-710110; and, approve the inter-fund contingency transfer [\$72,959.50] from the general fund contingency account 189000-82000 to the project PW920205 Treasurer's Remittance Processor project in the Capital Improvement Fund; and, direct the Comptroller's Office to make the appropriate adjustments. The total project implementation cost, year one of maintenance and server upgrades, [\$233,959.50] is requested for the project and subsequent years of maintenance costs will be included in the base budget of the Treasurer's Office effective fiscal year 2015-2016. (All Commission Districts.)"

Commissioner Hartung questioned why statements were sent to customers that paid a Stormwater Utility bill in full and showing a zero balance. He felt it was not cost effective and asked if this system would remove that from occurring.

Tammi Davis, Treasurer, explained that the Remittance Processing System was the system that would process the one annual payment, but it did not affect the bill going to the customers.

Commissioner Hartung asked if there was a different system that sent bills to customers. Ms. Davis stated that was correct.

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 14 be awarded, authorized, executed and directed.

14-522 AGENDA ITEM 24 – TECHNOLOGY SERVICES

Agenda Subject: "Recommendation to approve Fiscal Year 2014/2015 renewal of contracts and service agreements above \$100,000 to be approved as a group by the Board of County Commissioners and authorization for the Purchasing Contracts Manager to sign the contract renewals, as they come due, with approval from the District Attorney or Risk Management when necessary as follows: General Fund; EPI-USE America, Inc.: SAP support and implementation services for all platform aspects [not to exceed \$225,000]. Thomson Reuters [not to exceed \$300,000] Software Maintenance Agreement for the Treasurer's Tax System and the Assessor's Personal Property Data Basic Support. SAP Renewal of SAP Financial Software System Software Maintenance Agreement [not to exceed \$289,000]. (All Commission Districts.)"

Tammi Davis, Treasurer, said the Thomson Reuters Software Maintenance Agreement for the Treasurer's Tax System covered the annual maintenance for the tax system. She explained the system did not create the bill, but was the maintenance to correct the problem with the vendor.

Laura Schmidt, Chief Information Management Officer, explained that the quarterly bill came from the Utility Billing SAP program. A majority of customers received fresh water bills, some received stormwater bills and, of the 890 customers that received quarterly stormwater bills, most of those customers paid quarterly installments. She indicated that the custom was to send out quarterly bills or the invoices that showed either a payment owed to the County, a zero balance, or a credit. Ms. Schmidt stated there was no intention to ignore the opportunities for cost efficiencies. She said there had been many process improvements and, as additional improvements were identified, they were reviewed by staff; however, there was a level of prioritization to choose and weigh the limited resources.

There was no public comment on this item.

On motion by Commissioner Hartung seconded by Commissioner Weber, which motion duly carried, which motion duly carried, it was ordered that Agenda Item 24 be approved and authorized.

14-523 AGENDA ITEM 16 – COMMUNITY SERVICES

Agenda Subject: "Recommendation to adopt a Resolution declaring Washoe County's intent to sell 3,064.77 acre feet of surface water rights appurtenant to the Winnemucca Ranch to Buckhorn Land & Livestock, LLC, [for no less than \$2,000,000] as authorized under NRS 244.8215, and other matters properly related thereto; and if adopted, approve a Water Rights Purchase and Sale Agreement and related exhibits, to convey title of the water rights from Washoe County to Buckhorn Land & Livestock, LLC. (Commission District 5.)"

Dwayne Smith, Division Director, explained that the Board heard the proposal from Buckhorn Land & Livestock, LLC (Buckhorn) on March 11, 2014, which identified the request from Buckhorn, the land owners of Winnemucca Ranch (Ranch), to purchase County-owned surface water rights appurtenant to the Ranch. He said Buckhorn identified the acquisition of the water rights as critical for the approval and creation of three, permanent wildlife conservation easements to be located within the Ranch. The development of the three easements was in conjunction with the federal government through a public-private partnership with the Office of U.S. Natural Resources Conservation Service who would ultimately own and manage the permanent conservation easements. Mr. Smith stated that the Board had authorized staff to initiate an appraisal, develop a Resolution for Sale identifying a sales price of no less than \$2 million for the water rights holdings, and return for possible approval of a direct sale of the subject water rights to Buckhorn.

Mr. Smith acknowledged that the appraisal was completed that indicated a value of \$700 per acre-foot for actual wet water within the Ranch. He said County staff had acknowledged that the full, face value of the Ranch water rights was somewhat exaggerated and the surface water flow measurements conducted by the State supported that fact. He said it was estimated that actual, sustainable surface water flow ranged from 1,500 to 1,900 acre-feet for average years. Therefore, the offer of \$2 million exceeded the appraised value of the water rights. Mr. Smith explained that the Water Rights Deed would convey title of the water rights from the County to Buckhorn. He said that was predicated on the approval of Natural Resources Conservation Service (NRCS) to determine when the money would be deposited into the escrow account and be available to the County. The timing on that process was based on the Board's action, and then Buckhorn would submit the complete packet to the NRCS, including the Resolution for the intent to sell the water rights.

Arlo Stockham, Buckhorn representative, indicated that the recommendation was supported, and he expressed their appreciation for all the work that had been completed. He said Buckhorn was eager to have the conservation easements established.

In response to the call for public comment, Sarah Chvilicek suggested that the funds be used for an Open Space and Natural Resource Management Plan for northern Washoe County. She said that was important for current and future generations to enjoy open space and crucial habitat areas.

Erik Holland stated he was in cautious support of the sale and Resolution and stated his concerns about the water rights not being encumbered. He suggested language be included stating that subdivisions and building plans would never occur on Winnemucca Ranch.

Mr. Smith explained that staff had been in discussions with Buckhorn and recognized there was a minimum amount required for the perpetual conservation easements. He said the water would be used for those conservation easements and the excess water would be theirs to make a decision on.

Mr. Stockham said the details were concluded with the NRCS and, subject to their approval, the amount of the encumbered water was approximately 89 percent of the water rights, which would be encumbered in perpetuity. An additional 4 percent would be used for irrigated areas that NRCS did not have enough funding to cover this cycle, and a Phase II conservation easement, also permanent, would take another 4 percent of the water. He said the remaining water would support the pasture at the Ranch house.

Commissioner Jung said if the owners determined that the property could be developed to what the Ranch envisioned, would this water be allowed for that project. Mr. Stockham replied that the water going to the conservation easements would no longer be available for any development purposes and would be committed to environmental purposes. Commissioner Jung asked if the City of Reno was the annexer of this noncontiguous land, or did the land revert back to the unincorporated County in terms of who was in charge of development. Mr. Stockham stated it was unincorporated Washoe County, but was still in the Reno Sphere of Influence.

Commissioner Jung asked if it would be considered a taking if the County stated that Buckhorn could never develop the land. Paul Lipparelli, Legal Counsel, replied that local governments always needed to be careful when exercising their regulatory authority on the property rights of an individual. He said before the County, or any other local government could impose a condition on a regulatory decision, the analysis would have to be visited between that requirement and the approval being sought. Commissioner Jung felt this was a step in the right direction.

Commissioner Hartung said when this land was turned into a federal conservation easement, could the federal government state what could be done in that particular area. Mr. Stockham stated that was correct because it would be recorded as an Easement Deed with binding restrictions.

The Board members made disclosures on discussions, phone call and/or e-mails that had occurred in regard to this item.

On motion by Commissioner Weber, seconded by Commissioner Berkgigler, which motion duly carried, it was ordered that a Resolution declaring Washoe County's intent to sell 3,064.77 acre-feet of surface water rights appurtenant to the Winnemucca Ranch to Buckhorn Land & Livestock, LLC, as authorized under NRS 244.8215 and other matters related thereto be adopted. It was further ordered that a water Rights Purchaser and Sale Agreement and related exhibits to convey title of the water rights from Washoe County to Buckhorn Land & Livestock, LLC be approved. The Resolution for same is attached hereto and made a part of the minutes thereof.

14-524 AGENDA ITEM 19 – COMMUNITY SERVICES

Agenda Subject: "Discussion and possible direction to staff to initiate amendments to certain Washoe County Utility Ordinances (Ordinance 1344 – Sanitary Sewer Service, Ordinance 1299 – Reclaimed Water Service, and Ordinance 1305 – Stormwater Drainage and Flood Control Service), providing options for when an applicant for service may choose to pay certain utility connection privilege fees. (All Commission Districts.)"

According to the fiscal analysis, Commissioner Jung said there was the potential for a risk of adverse affects to the County's ratepayers and, if that risk came forward, she requested staff return to receive direction from the Board.

Commissioner Hartung asked how this would affect the County's cash flow. Dwayne Smith, Division Director, replied that part of the analysis was to review any possible risks that may have occurred through this process. He said staff had identified the risk as being time. It was recognized that most connection fees were paid currently at the final map phase, but under the ordinance were allowed to pay either at map time or at permit time.

Commissioner Hartung said the permit fees and inspection fees would not be deferred. Mr. Smith said any fee that was paid for services immediately done would not be deferred.

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkgigler, which motion duly carried, it was ordered that the initiation of the amendments to certain Washoe County Utility Ordinances (Ordinance 1344 – Sanitary Sewer Service, Ordinance 1299 – Reclaimed Water Service, and Ordinance 1305 – Stormwater Drainage and Flood Control Service), providing options for when an applicant for service may choose to pay certain utility connection privilege fees be approved.

14-525 **AGENDA ITEM 21 - MANAGER**

Agenda Subject: "Recommendation to appoint an individual to fill an unexpired term to expire July 1, 2016; and appointment of an individual to the Washoe County Advisory Board to Manage Wildlife, with term to expire June 30, 2016. (All Commission Districts.)"

Chairman Humke nominated Catherine Smith to fill an unexpired term to expire July 1, 2016 on the Washoe County Advisory Board to Manage Wildlife, and William Tamblyn to fill a term to expire June 30, 2016 on the Washoe County Advisory Board to Manage Wildlife.

Commissioner Hartung nominated Ben Miller to the time limited position. Commissioner Berkbigler supported Mr. Tamblyn because he was a person that was very interested in placing his perspective on this Board.

There was no public comment on this item.

On motion by Commissioner Humke, seconded by Commissioner Jung, which motion duly carried, it was ordered that Catherine Smith be appointed to the Washoe County Advisory Board to Manage Wildlife to fill an unexpired term to expire July 1, 2016; and William Tamblyn be appointed to the Washoe County Advisory Board to Manage Wildlife, with a term to expire June 30, 2016.

BLOCK VOTE

The following Agenda Items were consolidated and voted on in a block vote: 25, 26, 27 and 28.

Commissioner Hartung said with the upcoming resignation of the current Chief Information Management Officer (CIMO), he questioned if it was appropriate to make these expenditures when the new CIMO may not have chosen those contracts or services.

Commissioner Weber said the current CIMO was still the department head and had worked with staff through this process. She believed it would be a disservice by holding off on the services and waiting until there was a new CIMO.

Commissioner Hartung stated that he just wanted his concerns on the record. He moved to approve all four items. Commissioner Berkbigler seconded the motion.

14-526 AGENDA ITEM 25 – TECHNOLOGY SERVICES

Agenda Subject: "Recommendation to approve sole source purchases of Voice Over Internet Protocol (VOIP) hardware and software; and consulting, implementation, maintenance and support services from BCT Conferencing, Inc. and approve expenditures that will aggregate [to exceed \$100,000] but will remain within available adopted budget funding during Fiscal Year 2014-2015 for technology infrastructure, [not to exceed \$350,000]; and authorize the Purchasing Contracts Manager to sign the contract renewals as they come due, with approval from the District Attorney or Risk Management when necessary. (All Commission Districts.)"

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkbigler, which motion duly carried, it was ordered that Agenda Item 25 be approved, authorized and executed.

14-527 AGENDA ITEM 26 – TECHNOLOGY SERVICES

Agenda Subject: "Recommendation to approve joinder on the US Communities contract with Graybar, US Communities Master Agreement MA_IS_1040222_4 for County of Los Angeles, California until this agreement expires; and joinder on the GSA contracts with Accu-Tech, GSA Schedule 70: GS-35F-0499N and GSA Schedule 84: GS-07F-0309U until this agreement expires; for the purchase of Telecommunications Supplies and Accessories; and approve expenditures that will aggregate [to exceed \$100,000] up to a [not to exceed amount of \$500,000] within the available Fiscal Year 2014-2015 adopted budget for technology infrastructure. (All Commission Districts.)"

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkbigler, which motion duly carried, it was ordered that Agenda Item 26 be approved.

14-528 AGENDA ITEM 27 – TECHNOLOGY SERVICES

Agenda Subject: "Recommendation to approve sole source purchases of Microsoft and Adobe licensing through joinder with the Western States Contracting Alliance (WSCA) Master Price Agreement for Software Value Added Reseller (SVAR) SHI International. The WSCA extended contract period is effective from June 3, 2014 through June 2, 2015; and approve expenditures that will aggregate [to exceed \$100,000] up to a maximum [\$800,000] within the available Fiscal Year 2014-2015 adopted budget for technology infrastructure. (All Commission Districts.)"

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkbigler, which motion duly carried, it was ordered that Agenda Item 27 be approved.

14-529 AGENDA ITEM 28 – TECHNOLOGY SERVICES

Agenda Subject: "Recommendation to approve sole source purchases of computer network equipment, servers, data storage, PCs (personal computers), and printers through joinder with the Western States Contracting Alliance (WSCA) Master Price Agreements for State of Nevada with Dell Inc. and Enterasys Networks, Inc.; and approve expenditures that will aggregate [to exceed \$100,000] but will remain within available adopted budget funding during Fiscal Year 2014-2015 for technology infrastructure, [not to exceed \$2,000,000]. (All Commission Districts.)"

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkbigler, which motion duly carried, it was ordered that Agenda Item 28 be approved.

PUBLIC HEARINGS

14-530 AGENDA ITEM 32 - COMPTROLLER

Agenda Subject: "Recommendation to approve a resolution declaring Washoe County's intent and approval to offer a medium-term loan to the City of Reno, Nevada, for the purpose of implementation of the Regional Permits System [\$475,222 at an annual interest rate of 1.99% to finance the start-up of the Regional Permits System]. (All Commission Districts). To be heard after Agenda Items #30 and #31."

The Chairman opened the public hearing by calling on anyone wishing to speak for or against a Resolution declaring Washoe County's intent and approval to offer a medium-term loan to the City of Reno, Nevada, for the purpose of implementation of the Regional Permits System. There being no response, the hearing was closed.

Commissioner Hartung asked when the Reno City Council would hear this item. Laura Schmidt, Chief Information Management Officer, believed that the City would hear this item on June 25, 2014.

Paul Lipparelli, Legal Counsel, stated that this item followed other items the Board had approved for implementation of the Regional Permits System. He noted this was a loan from the County to the City for the City's share of the cost for the implementation.

Ms. Schmidt said the City's legal counsel had already approved the interlocal agreement to become a partner in the Regional Business Licensing platform.

She said part of the language in the interlocal agreement addressed this item and was accepted as part of the interlocal agreement.

Commissioner Jung acknowledged all the staff time and noted this process derived from the Shared Services Committee.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 32 be approved. The Resolution for same is attached hereto and made a part of the minutes thereof.

12:25 p.m. The Board recessed.

2:06 p.m. The Board reconvened with Commissioner Weber absent.

14-531 AGENDA ITEM 33 - COMPTROLLER

Agenda Subject: "Recommendation to approve a resolution of intent proposing the issuance of and authorizing the publication of notices relating to Washoe County, Nevada, General Obligation (limited tax) Sewer Bonds (additionally secured by pledged revenues) Series 2014 in the maximum principal amount of \$24,000,000 for the purpose of financing sewer projects by exchanging the bonds for previously issued bonds of the county; providing other matters properly related thereto; and providing the effective date hereof. (All Commission Districts.)"

The Chairman opened the public hearing by calling on anyone wishing to speak for or against a resolution of intent proposing the issuance of and authorizing the publication of notices relating to Washoe County, Nevada, General Obligation (limited tax) Sewer Bonds (additionally secured by pledged revenues) Series 2014 in the maximum principal amount of \$24,000,000 for the purpose of financing sewer projects by exchanging the bonds for previously issued bonds of the County. There being no response, the hearing was closed.

On motion by Commissioner Hartung, seconded by Chairman Humke, which motion duly carried with Commissioner Weber absent, it was ordered that Agenda Item 33 be approved. The Resolution for same is attached hereto and made a part of the minutes thereof.

14-532 AGENDA ITEM 34 – COMMUNITY SERVICES

Agenda Subject: "Presentation and update on medical marijuana establishments in the State of Nevada and Washoe County. Possible direction to staff on medical marijuana dispensary allocations, contracting with legal counsel, and other matters pertinent to medical marijuana establishments in Washoe County."

2:12 p.m. Commissioner Weber returned.

Kevin Schiller, Assistant County Manager, indicated that this item was last before the Board on May 13th, based on a request from the City of Reno to change their dispensary allocation. He said the key component was that the decision-making related to the dispensaries and was tied to a time frame in moving forward. As applications were received at the State level, and as the ranking occurred, the dispensary allocation would need to be changed prior to the ranking of the applicants. Mr. Schiller indicated that Shawn Oliphant, Fahrendorf, Vilorio, Oliphant and Oster, LLP, had been retained to assist the County with legal representation. He explained that the legal representation issue had gone before the Nevada Supreme Court where the Court gave direction to Clark County that was seeking outside counsel, but the Court would not support that in terms of practice within the State.

Bob Webb, Planning Manager, conducted a PowerPoint presentation, which was placed on file with the Clerk. The presentation included the Legislative history, the four types of medical marijuana establishments, the federal laws and enforcement and the point values for State applications.

2:16 p.m. The Board recessed due to technical issues with the microphones.

2:21 p.m. The Board reconvened with all members present.

In regard to the total number of dispensaries in the County, Mr. Webb said State law read that 25 percent of that total number of 10 dispensaries would be allocated to what was termed as the State's perspective as eligible jurisdictions, which pertained to the Cities of Reno and Sparks and the County. Currently, each of those jurisdictions would receive an allocation of two dispensaries, leaving four dispensaries currently unallocated. Mr. Webb said a key premise for the State law was that it was still a federal offense to use marijuana, making it difficult to craft Legislation at the State level or regulations at the local jurisdictions level for addressing medical marijuana usage. He said the U.S. Department of Justice had issued guidance to the U.S. Attorneys that covered eight critical points. He said two critical points that were impacting the local Legislation was ensuring certain federal priorities and having strict regulatory schemes in place. He said the State of Nevada was the principal regulatory agency, which was done through the Nevada Division of Public and Behavioral Health that adopted Nevada Administrative Codes (NAC), which provided regulations and oversights that drove a medical marijuana establishment within the State to include the business regulations and certifications.

Mr. Webb explained that there was a merit-based selection process to award provisional certificates. When an applicant provided the State their application, the State would use a point value to determine the ranking of those particular applicants within each type of establishment. He said a rank ordered list would then be released from the State for each type of establishment.

Commissioner Jung questioned the County only having two dispensaries allocated, and believed the unincorporated area was allocated six dispensaries by the

State. Mr. Webb replied that Washoe County was allocated a total of 10 dispensaries, with each local jurisdiction being allocated 25 percent of those 10. The unincorporated Washoe County had two dispensaries, the City of Reno had two dispensaries and the City of Sparks had two dispensaries. Commissioner Jung inquired on the remaining four dispensaries. Mr. Webb said the other four were currently not allocated. Commissioner Jung stated that was not how she understood the law.

Commissioner Jung commented that the Board had been working on the premise that the County had six dispensaries, but to say they only had two was patently false. Mr. Webb explained that State law defined a local jurisdiction as an incorporated city, the unincorporated portion of the County or townships. In the case of the County, there were townships; however, those were not regulatory agencies. Commissioner Jung asked who controlled the six dispensaries. Mr. Webb said the County had two dispensaries and the State controlled the remaining four. Commissioner Jung asked why the City of Reno approached the County to request more dispensaries and confirmed this was not how she understood the law. Mr. Webb indicated that State law described the 10 dispensaries and then limited each local jurisdiction to a percentage. He said the City of Reno had requested an increase in their 25 percent to 50 percent because the County Commission was allowed to increase the percentage in allocation. Commissioner Jung stated then the remaining six were the County's. Mr. Webb replied they were unallocated. Commissioner Jung said the presentation showed that the County only had two, when in fact the County controlled the other four dispensaries.

Commissioner Jung acknowledged that this had been her frustration with the Working Group. She said the County received a demand letter from the City of Reno, which was immediately placed on a Board agenda. She indicated that staff had communication with the City telling them how the Commission would vote. Commissioner Jung said a direct letter was also received impugning the Board about not raising the percentage for the City, when a representative from the City was not present to explain their view to the Board. This was not what she understood the Working Group to be and the presentation was not an accurate basis on what was happening with the County. She felt it was more staff driven than policy driven and was incorrect information being given to the public.

Chairman Humke commented if the County could reallocate up to 50 percent to a City, the County could certainly allocate some of the others to the themselves. Mr. Webb stated that was correct. Commissioner Jung said the County had more than two and were the jurisdiction the City petitioned to receive more, but to state that the County only had two dispensaries was patently false. She commented that she was not against increasing the percentage to the City; however, there needed to be negotiations on what the County would receive in return. For staff to put in the presentation that the County only had two dispensaries was incorrect.

Chairman Humke said if the Cities were each allowed two dispensaries and the County had two, there were still four dispensaries to be allocated. He asked if the County could allocate those four to themselves. Mr. Webb again stated that was correct.

He explained that State law allowed the County Commission to change one or more of any jurisdictions percentage of allocation. Chairman Humke stated it was an amazing law. Commissioner Jung said her criticism was with the slide in the presentation that indicated that the County only had two dispensaries which was misleading and patently false. She stated that she would forward e-mails to the other Board members on promises made to the City of Reno by County staff.

Commissioner Weber agreed with Commissioner Jung that incorrect information was being presented. She asked for a clarification from legal counsel.

Mr. Oliphant said the statute read, "that accept as otherwise provided in the subsection, in a county whose population was 100,000 or more, the division shall ensure that no more than 25 percent of the total number of medical marijuana dispensaries that may be certified in the county are located in any one local government jurisdiction within the county, and the board of county commissioners of the county may increase the percentage described in the subsection if it determines that to do so was to ensure that the more populous areas of the county had access to sufficient distribution of marijuana for medical use." He understood that 25 percent of the 10 dispensaries could be in any one local government jurisdiction, but the County had the authority to distribute any excess percentage as deemed necessary. The goal was to distribute dispensaries where it would be convenient for medical marijuana users to access them. He said there were also the other three types of establishments and the number of those would be determined by the Nevada Division of Public and Behavioral Health. The conflict was how to define local governmental jurisdiction and whether that included the County or referred to Cities within the County, but unfortunately that was not defined in statute.

Commissioner Weber said she still had concerns that the Board was not receiving correct information.

John Slaughter, County Manager, understood there were two dispensaries allocated specifically to the City of Reno, two dispensaries specifically allocated to the City of Sparks and two dispensaries specifically allocated to the unincorporated area of the County, and what was being discussed were the additional four dispensaries. He said the allocation of those was a decision to be made by the Board and was the basis for the letter from the City of Reno asking for an additional amount of dispensaries to be located in the City.

Commissioner Weber indicated that was not how it was just explained. She said the Board was also just told that the State was in control of the four remaining dispensaries. Mr. Slaughter said the four remaining dispensary allocations could be made by the Board. Commissioner Weber stated that staff said they were under the purview of the State.

Commissioner Weber requested a recess to discuss a personnel issue.

Paul Lipparelli, Legal Counsel, said the District Attorney's Office had been unable to participate in providing legal advice concerning the medical marijuana bill and the implementation of the regulatory processes, but could provide Open Meeting Law advice. He said there was not an item on the agenda for consideration of any administrative action; however, the Board could take a recess to receive information.

Chairman Humke asked if it were possible to declare an emergency for the purpose of a personnel session. Mr. Lipparelli stated that could not occur.

Mr. Oliphant commented that statute noted where the county commission had the authority to determine the allocation and excess of 25 percent. He said the local jurisdiction was defined as a city, town, township or unincorporated area within the County, and he believed Mr. Webb had determined that would include the unincorporated area in the County. He said the question on whether it was just local jurisdictions meaning cities within the county or whether the county was included as part of the unincorporated area was an issue up for interpretation. He reiterated that the Board had the ability to determine where the excess dispensaries would be located.

2:40 p.m. The Board recessed.

2:52 p.m. The Board reconvened with all members present.

Mr. Slaughter recommended this item be continued until the Board's June 24th meeting in order to give staff the ability to return with clear information.

Commissioner Hartung moved to continue this item to a later date. Commissioner Weber seconded the motion.

Commissioner Berkbigler said it appeared that staff was bringing forward a presentation that the Board needed to decide where to allocate the remaining four dispensaries. However, she was not prepared to make that decision until she knew the number of applicants.

Chairman Humke agreed. He believed the County needed to design their whole process before discussion occurred about the allocation.

Commissioner Hartung added that the City of Sparks only wanted two dispensaries.

Commissioner Weber stated that the Board needed factual information, and felt they were unable to move forward without all the facts.

Mr. Oliphant explained that the State would begin accepting applications August 5, 2014 through August 18, 2014. Prior to submitting an application to the State, he said the applicant would need a letter from a local jurisdiction stating conformance with the zoning and building requirements.

Commissioner Weber requested the Board members receive maps showing areas in their districts available for dispensaries.

Commissioner Berkbigler asked how that State would react if the County took no action on the remaining dispensaries. Mr. Oliphant assumed that the State would allocate the County the 10 dispensaries set forth in statute because of the population. If the Board allocated above the 25 percent, he opined they would need to conclude that it was necessary to ensure the more populous areas were being served. He did not believe the State would allocate them to a city when the county had not acted. He said a factor for the criteria was whether the dispensaries were spaced sufficiently to serve the population. Commissioner Berkbigler said it appeared that the County could turn this over to the State for them to determine where the dispensaries would be located, or the County could take an initial step and conduct something up front. She felt the County should take a proactive approach, but there were many more details the Board needed to make any decision. She believed it would be inappropriate for the Board to turn this over to the State and let them make the decision.

Commissioner Hartung said the Board also needed to review land use designation and felt that was the first step to be taken. He was also concerned over cost recovery for the County including the cost of outside legal counsel.

In response to the call for public comment, Rebecca Gasca said the County had the ability to inform the State where the number of dispensaries could operate in order to better serve the patient-base. She explained that prospective applicants had until June 20th to have any questions clarified from the State regarding the process and the application.

Jennifer Snyder, Join Together Northern Nevada (JTNN), said given their member's experience in the substance abuse field, the JTNN's recommendations were as follows: that the marijuana dispensaries be revenue-neutral or positive so that the cost of regulating them did not exceed the fees they were charged by the Cities or the County; funding should be identified for all regulations of the dispensaries including law enforcement, code enforcement and attorneys in order to identify hidden costs; that measures be taken to ensure that underage youth were unable to purchase marijuana from dispensaries; that the experience of other States with dispensaries was researched so that lessons learned could be applied to the County; that dispensaries be held accountable to the highest standards of quality, particularly in the area of legitimate medical issues; and, that dispensaries were regulated in such a way that would diminish the possibility of black-market activity.

Chairman Humke commented that there was a State statute that was a hodge-podge of unfunded mandates to the local governments that did not care about land-use planning decisions.

On call for the question to continue this item to another meeting, the motion passed on a 5 to 0 vote.

Agenda Subject: "Request for ballot advisory question concerning funding school capital projects. Requested by Chairman Humke."

Chairman Humke said a major flaw in AB 46 was the December 31, 2013 deadline when the Board could act, if at all, but closed the County from going to the polls. Another flaw was that the Washoe County School District (WCSD) sat on a \$90 million fund balance for a Capital Improvement Plan (CIP) process at the time AB 46 was under discussion. He said another area of concern was the property tax provisions including the tax cap, which he felt was a poorly conceived scheme by the requestors of the Legislation. Chairman Humke said the performance of the property tax, since the recession, was a difficult way to provide sustainable needed items to a school district. He indicated that July 1st was the deadline for ballot questions for the 2014 November General Election.

Hypothetically, Chairman Humke could consider one revenue source for the sales tax component of AB 46, which was 2.5 percent, and would limit that to a 10-year limitation. He questioned if the property tax provision were abandoned, could it then be considered to use the legislatively authorized vehicle tax that was established for the County to use during the economic downturn. He said the County never used that tax and made other provisions. Chairman Humke said those two provisions could be close to what AB 46 would have raised as originally drafted.

Commissioner Berkbigler pointed out that the Parent Leaders of Education had conducted a survey of the local businesses that had been in favor of AB 46, but the general consensus was that they would prefer not to see anything on the upcoming ballot. She hoped the County could continue to work with the business community and the School District for the next Legislative session.

Commissioner Hartung understood the need for a dedicated revenue source since good schools were the basis for a strong community. He agreed that the voters should feel as though their money was being spent wisely. He stated that he would want feedback from the WCSD on any ballot measure.

Commissioner Weber believed that the conversations had already been held. She did not want to move forward on a ballot initiative since the Margins Tax initiative was a larger issue of concern and needed to be defeated.

Commissioner Jung stated that she was not in support of a ballot initiative at this time. She agreed that a revenue source was needed, but it needed to be dealt with as a team and felt that financial sustainability could be achieved.

In response to the call for public comment, Tray Abney, The Chamber, said for all of the reasons stated by the Board, the business community's resources were focused on the effort to defeat the Margins Tax Initiative. He said a ballot question may be pursued in the future for the WCSD, but said The Chamber was not supportive of a 2014 ballot question.

J. Edward Parker said before another tax was added it needed to be reviewed how effectively the money was being spent by the WCSD.

Lindsay Anderson, WCSD representative, commented after much consideration, the Board of Trustees had taken formal action to not move forward with a ballot question in 2014. She said the WCSD was being creative to find solutions in their existing resources and partnering with other local governments. She thanked the Board for their continued interest.

Katherine Snedigar stated her concerns about the education process.

Chairman Humke remarked that the AB 46 process provided for an excellent collaboration with the WCSD and the County. He said it was an enriching experience to hear about the reform efforts taking place at several of the school sites.

No action was taken on this item.

14-534 AGENDA ITEM 36 – DISTRICT ATTORNEY

Agenda Subject: "Request by Commissioner Bonnie Weber through the Washoe County Clerk pursuant to Washoe County Code 2.030 for Board of County Commissioners to initiate the amendment of Chapter 50 of the Washoe County Code (Public Peace, Safety and Morals) to revise the provisions relating to the discharge of firearms to allow the discharge of firearms in portions of Warm Springs; and direct the Clerk to submit the request to the District Attorney for preparation of a proposed ordinance pursuant to Washoe County Code 2.040. (All Commission Districts.) Requested by Commissioner Weber."

Commissioner Weber explained that the Warm Springs/Palomino Valley community had been using their firearms for recreational shooting; however, according to County Code they were not allowed to use their firearms. By deleting certain words in the Code, she said citizens in that area could continue to use their firearms.

John Glatthar, Warm Springs resident, explained Palomino Valley contained mostly 40-acre parcels with some being much larger. It was discovered that a target could not be set up in a backyard with a mountain as a backstop if there was a house within 5,000 feet. The original Code, adopted in 1965, had a 500 foot rule; however, for reasons unknown in 1972, the distance was increased to 5,000 feet. In addition, if a person was within your own home, another person could not target practice because the Code stated that a person could not fire a firearm within 5,000 feet of an

occupied dwelling. He said the citizens were requesting the Code be returned back to the 500 foot rule. He stated that the Washoe County Sheriff's Office (WCSO) had stated they would not oppose the Code change.

Paul Lipparelli, Legal Counsel, commented on the architecture of the existing County law on shooting. In the somewhat densely populated areas of the County designated as "Congested Area" shooting was not allowed. He noted that the Palomino Valley/Warm Springs area were not congested areas as defined in the Code, but the distance restrictions that applied elsewhere in the County did affectively prohibit shooting in Palomino Valley. He said citizens in that area approached Commissioner Weber with the idea to define the Warm Springs area by reference to existing maps and apply a different standard in that area. If the Board was inclined to this idea, he said the District Attorney's Office would draft an ordinance for their reconsideration to accomplish the citizen's request.

In response to the call for public comment, Cathy Glatthar said they selected their 88 acre parcel in Palomino Valley specifically to shoot on their property. She indicated that she located the original ordinance from 1965 that had the 500 foot rule. She said the WCSO wanted a standard of enforcement and they agreed with the original 500 foot rule.

Katherine Snedigar submitted a document, which was placed on file with the Clerk. She said it was fundamental that authority to regulate did not include the authority to legislate, but was strictly limited by the law under which it was pursued. She agreed that the distance should be repealed for the unincorporated areas.

Mitch Gerlinger stated that he was the owner of a target shooting facility and said he had been unaware of the Ordinance. He said they were a law abiding group and would rather be in compliance, and hoped the regulations could reflect the reality.

Commissioner Hartung inquired on any liability this could pose for the County. Mr. Lipparelli replied that the County was authorized under State law to regulate places in which shooting could occur. He said there would be two more hearings when citizens could speak for or against the changes in the Code. However, if a person shooting in Warm Springs under this arrangement harmed a person that shooter may face individual liability for their actions.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 36 be approved.

4:09 p.m. Commissioner Weber temporarily left the meeting.

14-535 AGENDA ITEM 37 - MANAGER

Agenda Subject: "Request by the County Manager's Office through the County Clerk, pursuant to Washoe County Code 2.030, to initiate proceedings to amend

Washoe County Code (Chapters 5 and 55) related to the creation of the Department of Regional Animal Services and establishing the position of Director of Regional Animal Services; and direct the Clerk to submit the request to the District Attorney for preparation of a proposed ordinance pursuant to Washoe County Code 2.040. (All Commission Districts.)"

In response to the call for public comment, Katherine Snedigar discussed an issue she was having with a wild Stallion approaching and damaging her property. She said she had called the Bureau of Land Management (BLM), the State Department of Agriculture, Indian Affairs and Animal Control. However, nobody had showed up, and she indicated that the horse was breaking down her fences, breaking the barns, and bent several gates, but she could not shoot the horse because he was federally protected. Since the area in which she lived had no animal control protection, she stated she would shoot the horse if he charged her or her animals.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried with Commissioner Weber absent, it was ordered that Agenda Item 37 be approved.

4:13 p.m. The Board recessed.

5:00 p.m. The Board returned with all members present.

5:01 p.m. The Board convened as the Truckee Meadows Fire Protection District (TMFPD) and the Sierra Fire Protection District (SFPD) Board of Fire Commissioners.

The following items only (Agenda Item No. 39 and No. 40) will be heard by the Washoe County Board of Commissioners who will convene as the Washoe County Board of Commissioners and the Board of Fire Commissioners for the Truckee Meadows Fire Protection District. (Agenda Item No. 8 and No. 9 on the Fire agenda).

14-536 AGENDA ITEM 39 – TRUCKEE MEADOWS FIRE PROTECTION DISTRICT/SHERIFF

Agenda Subject: "Recommendation for approval of the Interlocal Agreement – RAVEN Fire Training, Monitoring and Suppression Personnel and Equipment between the County of Washoe on behalf of the Washoe County Sheriff's Office, Truckee Meadows Fire Protection District and North Lake Tahoe Fire Protection District [\$65,000 and \$10,000 respectively] for the provision, when requested of a helicopter or other aircraft and personnel and approve reimbursement for services rendered throughout the year by the Washoe County Sheriff's Office to be paid in accordance with the Interlocal Agreement to the Washoe County Sheriff's Office Regional Aviation Unit (RAVEN); and authorize Finance to make the necessary budget adjustments. (All Commission Districts.)"

This agenda item was heard by the Board of Fire Commissioners and the Board of County Commissioners during the Truckee Meadows Fire Protection District/Sierra Fire Protection District (TMFPD/SFPD) meeting of June 17, 2014, Agenda Item 8. Any discussion could be found on the June 17, 2014 TMFPD/SFPD minutes.

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

14-537 AGENDA ITEM 40 - TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

Agenda Subject: "Discussion and possible action on Amendment to Cooperative Agreement between Truckee Meadows Fire Protection District and Storey County to provide for cooperative use of fire protection capital assets and automatic aid service; and possible adoption of a resolution to change the boundary line between Washoe and Storey Counties in the area of the Truckee River and the Tahoe Reno Industrial Park authorized by SB 272 of the 2013 Nevada Legislature and as described in Section 1.5 of the bill."

This agenda item was heard by the Board of Fire Commissioners and the Board of County Commissioners during the Truckee Meadows Fire Protection District/Sierra Fire Protection District (TMFPD/SFPD) meeting of June 17, 2014, Agenda Item 9. All discussion could be found on the June 17, 2014 TMFPD/SFPD minutes.

6:53 p.m. The Board adjourned as the TMFPD/SFPD Board of Fire Commissioners and reconvened as the Board of County Commissioners.

14-538 AGENDA ITEM 41 – DISTRICT HEALTH

Agenda Subject: "Status Report and Update on REMSA Franchise Agreement and Interlocal Agreement for Regional Emergency Medical Services (EMS) System Oversight with possible direction to staff. (All Commission Districts.)"

Kevin Dick, Health Officer, said the Amended and Restated Franchise Agreement had been approved by the Regional Emergency Medical Services Authority (REMSA) Board on May 16, 2014, and by the Washoe County District Board of Health on May 22, 2014. He indicated that the Interlocal Agreement between the City of Reno, the City of Sparks, Washoe County, the Truckee Meadows Fire Protection District (TMFPD) and the Health District for the provision of Regional Emergency Medical System (EMS) Oversight was being prepared for approval by the governing bodies. He said the Franchise Agreement was designed to provide more transparency and work in conjunction with the regional EMS oversight structure to provide for changes and

transitions with the EMS system into the future. He said the Response Zone Map provided a starting point for what the response zones would reflect after July 1, 2014 when the new agreement became effective. He said the response data would be compiled and analyzed, and recommendations would be made for adjusting the response zones, mutual aid, other aspects of responses or EMS protocols. He noted that the Response Zone Map would be reviewed annually and adjusted based upon data analysis and recommendations to provide quality patient care.

Mr. Dick said the EMS Interlocal Agreement had been drafted and was based on the resolution and direction provided during the February 10, 2014 concurrent meeting. He summarized that the agreement represented a compromise from many parties. He said the original REMSA Franchise Agreement contained an Evergreen contract; therefore, a compromise needed to be accomplished with all the participants. The Franchise Agreement was designed to work in conjunction with the Regional EMS Oversight where all the data could be pulled together to determine if any changes would need to be made based on the data. He understood there were concerns about REMSA's response in the Wadsworth area and the Mt. Rose corridor, and felt that was not based on a comprehensive review of the data, but based on antidotal information. He was committed to working with the different EMS agency partners and REMSA to review the data and to work with a new EMS oversight structure through an advisory board including County and City managers to make recommendations on providing the best patient care.

Commissioner Hartung asked about the agreement crafted in 1993 where REMSA was supposed to staff the East Truckee Canyon station in the Wadsworth area. Mr. Dick replied that REMSA was able to increase in order to staff an ambulance in Wadsworth 24 hours seven days a week (24/7), and said there had not been any change to that agreement. He indicated that REMSA was positioned out there 24/7; however, an ambulance may not always be present in Wadsworth if that ambulance could be responding and providing EMS care and/or transporting a patient into the Reno/Sparks area. Commissioner Hartung asked if there was a way to verify that the ambulance was there. Mr. Dick indicated that an Automatic Vehicle Location system would be utilized in conjunction with a Cad-to-Cad interface to know where ambulances were located.

Commissioner Berkbigler said she reviewed the amended Franchise Agreement and said it was an improvement over the previous agreement. She thanked everyone that worked tirelessly to bring this to fruition.

Chairman Humke asked how the County could ensure that the problems in the Mt. Rose corridor and the Wadsworth area would be remedied. He said there was a Mutual Aid Agreement with Carson fire and asked if that agreement had been exercised to date. Mr. Dick believed that it had been exercised. Chairman Humke asked if there was the ability to invoke REMSA to use mutual aid from another provider. Mr. Dick said it was REMSA's decision when to request mutual aid, but it would be essential for the review of the response that was occurring in those perimeter areas. Chairman Humke felt there was disparate treatment in some parts of the County. Mr. Dick explained when

moving further away from the urban center, the same response times would not be achieved. He said it needed to be determined what was a reasonable response or an adequate response to provide the care in conjunction with the rest of the EMS system and provide recommendations if improvement was needed.

Jim Gubbels, REMSA President, said he reviewed the data for 2013 and for calls south of the Belleview Bridge, 24 life-threatening calls were received and, of those calls, REMSA was cancelled seven times in route, arrived on-scene 10 times and asked Carson Fire to handle two of the calls. He said he would not ask another service to take care of a sprained ankle, which would be unfair. The average response time to two calls in Washoe Valley south of the Belleview Bridge between May 2013 and May 2014 for life-threatening calls was 14 minutes and 48 seconds. He reported that calls north of the Belleview Bridge had an average response time of 15 minutes and 58 seconds, the average response time to Cold Springs was 12 minutes and 59 seconds, and the average response time to the North Valleys was six minutes and 58 seconds.

Commissioner Hartung asked if the current agreement was for 16 years. Mr. Dick stated that was correct. He said under mutual agreement it could be changed at any point and concurrent review of the Agreement was called for after 10 years.

Commissioner Hartung was concerned since the City of Reno had stated they would no longer respond to Priority 2 or Priority 3 calls beginning July 1, 2014. Mr. Dick replied that Mr. Gubbels had been meeting with Reno Fire Chief Michael Hernandez and discussing the REMSA response and the changes in the Reno Fire responses.

Commissioner Weber supported this agreement because it was better than what there had been and it was a step in the right direction. She hoped that the data collection would resolve some of the concerns. She was concerned about the footprint overlap between a government agency, which was the North Lake Tahoe Fire Department and REMSA when the map by REMSA was not drawn by a government agency, but by the Washoe County Health Department.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Berkgigler, which motion duly carried, it was ordered that Agenda Item 41 be accepted.

PUBLIC HEARINGS

14-539 AGENDA ITEM 42 – COMMUNITY SERVICES

Agenda Subject: "Second reading and adoption of an Ordinance amending Washoe County Code, Chapter 110, Development Code, at Article 306 (Accessory Uses and Structures), Section 110.306.10(g), to modify certain standards for placement and mitigation of visual impacts of cargo containers as permanent detached accessory

structures on residential properties; and providing for other matters properly relating thereto. (Bill No. 1713). (All Commission Districts.)"

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

Nancy Parent, County Clerk, read the title for Ordinance No. 1531, Bill No. 1713.

On motion by Commissioner Hartung, seconded by Commissioner Berkbigler, which motion duly carried, it was ordered that Ordinance No. 1531, Bill No. 1713, entitled, **"AN ORDINANCE TO AMEND WASHOE COUNTY CODE, CHAPTER 110, DEVELOPMENT CODE, AT ARTICLE 306 (ACCESSORY USES AND STRUCTURES), SECTION 110.306.10(G), TO MODIFY CERTAIN STANDARDS FOR PLACEMENT AND MITIGATION OF VISUAL IMPACTS OF CARGO CONTAINERS AS PERMANENT DETACHED ACCESSORY STRUCTURES ON RESIDENTIAL PROPERTIES; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO,"** be approved, adopted and published in accordance with NRS 244.100.

7:24 p.m. Chairman Humke temporarily left the meeting and Vice Chairperson Weber assumed the gavel.

14-540 AGENDA ITEM 43 – COMMUNITY SERVICES

Agenda Subject: "Second reading and adoption of an Ordinance amending Washoe County Code Chapter 110, Development Code, at Article 302 (Allowed Uses) and Article 304 (Use Classification System) to regulate the location for liquor manufacturing as a commercial use type in appropriate regulatory zones; to create a definition for liquor manufacturing as a commercial use type; and, to add clarity to the definitions of the eating and drinking establishments and liquor sales commercial use types; and providing for other matters properly relating thereto. (Bill Number 1712). (All Commission Districts.)"

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

Nancy Parent, County Clerk, read the title for Ordinance No. 1532, Bill No. 1712.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried with Chairman Humke absent, it was ordered that Ordinance No. 1532, Bill No. 1712, entitled, **"AN ORDINANCE AMENDING WASHOE COUNTY CODE CHAPTER 110, DEVELOPMENT CODE, AT**

ARTICLE 302 (ALLOWED USES) AND ARTICLE 304 (USE CLASSIFICATION SYSTEM) TO REGULATE THE LOCATION FOR LIQUOR MANUFACTURING AS A COMMERCIAL USE TYPE IN APPROPRIATE REGULATORY ZONES; TO CREATE A DEFINITION FOR LIQUOR MANUFACTURING AS A COMMERCIAL USE TYPE; AND, TO ADD CLARITY TO THE DEFINITIONS OF THE EATING AND DRINKING ESTABLISHMENTS AND LIQUOR SALES COMMERCIAL USE TYPES; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO," be approved, adopted and published in accordance with NRS 244.100.

14-541 AGENDA ITEM 44 – COMMUNITY SERVICES

Agenda Subject: "Second reading and adoption of an Ordinance amending Ordinance No. 1000 in order to change the boundaries of District No. 24 (Groundwater Remediation); and providing other matters relating thereto. (Bill No. 1714)"

7:30 p.m. Chairman Humke returned and assumed the gavel.

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

Nancy Parent, County Clerk, read the title for Ordinance No. 1533, Bill No. 1714.

On motion by Commissioner Hartung, seconded by Commissioner Berkbigler, which motion duly carried, it was ordered that Ordinance No. 1533, Bill No. 1714, entitled, **"AN ORDINANCE AMENDING ORDINANCE NO. 1000 IN ORDER TO CHANGE THE BOUNDARIES OF DISTRICT NO. 24 (GROUNDWATER REMEDIATION); AND PROVIDING OTHER MATTERS RELATING THERETO,"** be approved, adopted and published in accordance with NRS 244.100.

14-542 AGENDA ITEM 44 – COMMUNITY SERVICES

Agenda Subject: "Second reading and adoption of an Ordinance imposing a fee on the parcels of land in Washoe County, Nevada District No. 24 to pay the costs of developing and carrying out a plan for remediation; and prescribing other matters relating thereto. (Bill No. 1715). (All Commission Districts.)"

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

Nancy Parent, County Clerk, read the title for Ordinance No. 1534, Bill No. 1715.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried, it was ordered that Ordinance No. 1534, Bill No. 1715, entitled, "**AN ORDINANCE IMPOSING A FEE ON THE PARCELS OF LAND IN WASHOE COUNTY, NEVADA DISTRICT NO. 24 (GROUNDWATER REMEDIATION) TO PAY THE COSTS OF DEVELOPING AND CARRYING OUT A PLAN FOR REMEDIATION; AND PRESCRIBING OTHER MATTERS RELATING THERETO,**" be approved, adopted and published in accordance with NRS 244.100.

14-543 AGENDA ITEM 45 – COMMUNITY SERVICES

Agenda Subject: "Public hearing and possible adoption of Regulatory Zone Amendment Case Number RZA14-002 (Truckee Meadows Water Authority) – To amend the Regulatory Zone designation on two parcels (APNs: 038-060-30 and 038-394-06) from General Commercial (GC) to Public and Semi-Public Facilities (PSP), to affirm the findings of fact of the Washoe County Planning Commission, to adopt the Verdi Regulatory Zone map as included at Exhibit A to the staff report, and to direct the Director of the Planning and Development Division to sign and certify the amended Verdi Regulatory Zone map. (Commission District 5.)"

The Chairman opened the public hearing by calling on anyone wishing to speak for or against Regulatory Zone Amendment Case Number RZA14-002 (Truckee Meadows Water Authority).

Angela Fuss said a neighborhood meeting was held with the Verdi community were no negative comments were received. She said the project was adjacent to the canal and was owned by the Truckee Meadows Water Authority (TMWA).

There being no one further to speak, the Chairman closed the public hearing.

On motion by Commissioner Hartung, seconded by Commissioner Berkbigler, which motion duly carried, it was ordered that Agenda Item 45 be approved, directed, executed and certified.

14-544 AGENDA ITEM 46 – COMMUNITY SERVICES

Agenda Subject: "Public hearing and possible approval of Outdoor Festival Business License Application for the Reno-Tahoe Open 2014 Golf Tournament, scheduled from July 28 through August 3, 2014. The event is proposed to be held at the Montreux Golf and Country Club, with tournament parking at the clubhouse and on Lausanne Drive. Off-site public parking will be at Galena High School, with over-flow parking at the South Reno United Methodist Church, and off-site

volunteer parking will be at the UNR Redfield Campus. Event organizers estimate that between 50,000 and 55,000 participants and spectators will take part in the event for the tournament. The approximate maximum attendance on any one day of the tournament is 10,000 people. Based on the testimony and evidence presented at the hearing, to include the report of reviewing agencies, the County Commissioners may approve the issuance of the business license with conditions, or deny the business license. If approved, the County Commission will direct the Director of the Planning and Development Division, Community Services Department, to issue the license when all pre-event conditions have been met. (Commission District 2.)"

The Chairman opened the public hearing by calling on anyone wishing to speak for or against the Outdoor Festival Business License Application for the Reno-Tahoe Open 2014 Golf Tournament, scheduled from July 28 through August 3, 2014. There being no response, the hearing was closed.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 46 be approved and directed.

14-545 AGENDA ITEM 47 – COMMUNITY SERVICES

Agenda Subject: "Public hearing and possible approval of an Outdoor Festival Business License for the Red, White and Tahoe Blue 2014 Community Festival. The Red, White and Tahoe Blue festival is to be held from July 3 through July 5, 2014. The event is proposed to be held at the Village Green, Incline Village (Assessor's Parcel Numbers 127-010-07), Incline Beach (Assessor's Parcel Numbers 127-280-01), and Incline Recreation Center (Assessor's Parcel Numbers 127-040-07). In addition to parking available at each of the event sites, off-site public parking will be located at Incline Middle School, 931 Southwood Boulevard (Assessor's Parcel Number 127-030-13) and 958 Lakeshore Boulevard (Assessor's Parcel Numbers 127-010-04). Red, White and Tahoe Blue is a community celebration of our country's independence, and promotes community spirit, charitable causes and local business. Event organizers estimate that each event will have between 100 and 2,000 participants and spectators in attendance. The estimated average attendance for most events is 300 people. The approximate maximum attendance on any one day is 2,000 people at the Community Fair and BBQ at the Village Green on Saturday July 5, 2014. Based on the testimony and evidence presented at the hearing, to include the report of reviewing agencies, the County Commissioners may approve the issuance of the business license with conditions, or deny the business license. If approved, the County Commission will direct the Director of the Planning and Development Division, Community Services Department to issue the license when all conditions have been met. (Commission District 1.)"

The Chairman opened the public hearing by calling on anyone wishing to speak for or against the Outdoor Festival Business License for the Red, White and Tahoe Blue 2014 Community Festival. There being no response, the hearing was closed.

On motion by Commissioner Berkbigler, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 47 be approved and directed.

14-546 AGENDA ITEM 48

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

Commissioner Weber commented that the Reno Rodeo was in town and hoped that everyone would attend. She said there was a Nevada Association of Counties (NACO) Board meeting scheduled for June 27th.

Commissioner Jung said she needed an alternate for the Truckee Meadows Water Authority (TMWA) meeting and the Library Board of Trustees meeting both on June 18th.

Commissioner Hartung said the Nevada Lands Task Force was scheduled to meet. He said he would attend the TMWA meeting and had attended the Flood Management meeting where the base approvals were received from the Army Corps of Engineers for the 50-year plan.

Commissioner Berkbigler reported that she would attend the Economic Development Authority of Western Nevada (EDAWN) meeting on June 19th and several meetings related to medical marijuana scheduled for later in the week. She announced that she was elected as their Vice Chairperson for the Tahoe Transportation District (TTD). She reminded the Board that the Mt. Rose Highway would be closed and corrected that date as beginning August 11, 2014.

Chairman Humke announced a Reno-Sparks Convention and Visitors Authority (RSCVA) meeting on June 26th and said all committees were active.

14-547 AGENDA ITEM 49

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

There was no closed session scheduled.

14-548 AGENDA ITEM 51 – 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.

COMMUNICATIONS

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

- 14-549** Affidavit of Mailing – Notices to all property owners of Delinquent Taxes from the Treasurer's Office, for the Tax Year 2013/14 – there were 9,778 notices mailed, dated May 1, 2014.
- 14-550** Notice of Completion - Contract No. 3568, Project No. SPI-080-1(073), I 80 at 4th, Rock, and Pyramid Interchanges, Sparks, Washoe County, from Titan Electrical Contracting, Inc.
- 14-551** Notice of Completion – South Truckee Meadows Water Reclamation Facility (STMWRF) – 2012 Rehabilitation and Enhancement Project – PWP-WA-2013-3. (BCC Meeting December 11, 2012).
- 14-552** Notice of Award for Contract No. 3558, Project No. STP-0431(007), I.D. No. 60552, SR 431 Mt. Rose Hwy from 0.11 Miles east of the Mt. Rose Summit to US 395, Washoe County.

QUARTERLY REPORTS

- 14-553** Clerk of the Court – Quarterly Financial Statement – Quarter ending March 2014.
- 14-554** Washoe County School District – 3rd Quarter of FY 2013/14, ending March 31, 2014.

TENTATIVE BUDGETS

- 14-555** Carson-Truckee Water Conservancy District – Tentative Budget for Fiscal Year 2014/15.

FINAL BUDGETS

- 14-556** City of Sparks – Final Budget for Fiscal Year 2014/15.
- 14-557** City of Sparks Redevelopment Agency Area 1 – Final Budget for Fiscal Year 2014/15.

- 14-558** City of Sparks, Redevelopment Agency Area 2 – Final Budget for 2014/15.
- 14-559** Gerlach General Improvement District– Final Budget for Fiscal Year 2014/15.
- 14-560** Regional Transportation Commission (RTC) – Final Budget for Fiscal Year 2014/15.
- 14-561** Reno-Sparks Convention and Visitors Authority - Final Budget for Fiscal Year 2014/15.
- 14-562** South Truckee Meadows General Improvement District (STMGID) – Final Budget for Fiscal Year 2014/15.
- 14-563** Sun Valley General Improvement District (STMGID) – Final Budget for Fiscal Year 2014/15.
- 14-564** Western Regional Water Commission – Final Budget for Fiscal Year 2014/15.

* * * * *

7:43 p.m. There being no further business to discuss, on motion by Commissioner Jung, seconded by Commissioner Weber, which motion duly carried, the meeting was adjourned.

DAVID E. HUMKE, Chairman
Washoe County Commission

ATTEST:

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

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

RESOLUTION NO. ____

A RESOLUTION DIRECTING THE COUNTY TREASURER TO GIVE NOTICE OF THE SALE OF PROPERTIES SUBJECT TO THE LIEN OF A DELINQUENT ASSESSMENT; RATIFYING ALL ACTIONS PREVIOUSLY TAKEN; AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO.

WHEREAS, the Board of Commissioners (the "Board") of the County of Washoe (the "County"), State of Nevada, pursuant to different ordinances heretofore duly passed and adopted, created County improvement districts as more particularly described at Exhibit A attached hereto and incorporated herein (the "Districts"), and ordered the acquisition of improvements within said Districts, and determined to defray a portion of the entire cost and expense of such improvements by special assessments, according to benefits, against the benefited lots, tracts and parcels of land ("properties") in the respective Districts; and

WHEREAS, the Board has by their respective ordinances levied assessments against the properties; and

WHEREAS, the Board has directed and hereby reaffirm their direction to the County Treasurer to collect and enforce the assessments in the Districts in the manner provided by Nevada's Consolidated Local Improvements Law, NRS Chapter 271; and

WHEREAS, the assessment installments on certain properties in the Districts are delinquent, as identified in Exhibit A attached hereto ("delinquent properties"), and remain delinquent after delivery by certified mail, return receipt requested, of a ten day delinquency notice to each delinquent property owner; and

WHEREAS, the Board desires that the County Treasurer proceed with a notice of the sale of the delinquent properties as provided in NRS 271.545 and sell the delinquent properties pursuant to NRS 271.540 to NRS 271.630.

14-507

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF WASHOE, STATE OF NEVADA AS FOLLOWS:

1. The Board hereby exercises its option to cause the either the delinquent installment or the whole amount of the unpaid principal of the assessments on the delinquent properties to become due and payable as provided in NRS 271.410.

2. The Board hereby ratifies all action previously taken by the County Treasurer and directs the County Treasurer to give notice of the sale of the delinquent properties and to sell the delinquent properties pursuant to NRS 271.540 to NRS 271.630. **The sale shall take place at 10:00 a.m. on July 22, 2014, in the Washoe County Central Conference Room, 1001 E 9th St Building C, Reno Nevada,** which the Board hereby finds a convenient location within the County.

3. If some irregularity or circumstance arises before the sale of any delinquent property such that in the opinion of the Washoe County Treasurer the public interest would best be served by withdrawing such a delinquent property from sale, the Washoe County Treasurer is hereby expressly authorized to make such a withdrawal. The Treasurer shall report to the Board in writing concerning his decision to make such a withdrawal and shall state the reasons for the decision.

4. The County Treasurer shall give the notice as provided in NRS 271.545, by publication in the Reno Gazette Journal, a newspaper of general circulation in the County, and such notice to be published at least once a week, for three consecutive publications, by three weekly insertions, the first such publication to be at least 15 days prior to the day of sale. It shall not be necessary that the notice be published on the same day of the week, but not less that 14 days shall intervene between the first publication and the last publication. Such service by publication shall be verified by the affidavit of the publisher and filed with the County Treasurer. The County Treasurer or his designee shall also give written notice of sale by mailing a copy of such notice, by first-class mail, postage prepaid, at least 20 days prior to the day of sale, to the

last known owner or owners of all properties subject to sale or other designated person at his or her last-known address or addresses; and to any person or governmental entity that appeared in the records of the County to have a lien or other interest in the delinquent property. Proof of such mailing shall be made by the affidavit of the County Treasurer or his designee and such proof shall be filed with the County Treasurer. Proof of the publication and proof of the mailing shall be maintained in the permanent records of the office of the County Treasurer until all special assessments and special assessment bonds issued (if such special assessment bonds have been or are hereafter issued) shall have been paid in full, both principal and interest, until any period of redemption has expired or property sold for an assessment, or until any claim is barred by an appropriate statute of limitations, whichever occurs last.

5. The officers of the County are hereby authorized to take all action necessary to effectuate the provisions of this Resolution.

6. The resolution is effective on passage and approval.

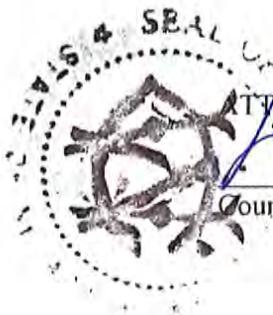
ADOPTED this 17th Day of June 2014, by the following vote:

AYES: Humke, Weber, Jung, Benkighen, Hartung

NAYS: NONE

ABSENT: NONE

ABSTAIN: NONE



ATTEST:

County Clerk

Nancy L. Parent

Paul Weber
Chairman
Washoe County Commission

EXHIBIT A

Delinquent Parcels – by Assessment District - as of 05/28/2014

WCAD #23 Arrowcreek Water — **District 2**
2 parcels

152-493-05
152-591-01

WCAD #31 Spearhead Wy – Running Bear Dr – **District 5**
1 parcel

552-040-63

WCAD #32 Spanish Springs Valley Ranch Rd Imp — **District 4**
1 parcel

076-391-23

WCAD #37 Spanish Springs Sewer Phase 1A
4 parcels

089-274-01
089-274-10
089-274-12
089-361-11

Total Parcels 8

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

THIS AGREEMENT is made and entered into this ____ day of _____, 2014, by and among the City of Reno (hereafter "Reno"), the City of Sparks (hereafter "Sparks"), and the County of Washoe, a political subdivision of the State of Nevada, (hereafter "Washoe County" or "County"). Reno, Sparks and Washoe County or County are sometimes referred to herein each as a "party" or collectively, the "parties."

WITNESSETH:

WHEREAS, Nevada Revised Statute (NRS) 277.180 authorizes any two or more public agencies to contract with one another to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, a contract entered into pursuant to NRS 277.180 in excess of \$25,000 must be in writing, and ratified by appropriate official action of the governing body of each party to the contract; and

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

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

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

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

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

14-510

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

1. Each party shall designate a staff member to be the point of contact on matters of homelessness and the CAC. Designated staff members will meet as needed to confer on non-routine matters and designated staff shall work with the CAC manager to coordinate and accomplish the activities, efforts and services associated with providing shelter and rehabilitation to the homeless at the CAC (hereafter the "Program").
2. Reno shall be designated lead entity and as such identify a staff person as the CAC Manager. The CAC manager shall have authority to make any necessary decisions regarding the daily operations at the CAC. The CAC manager shall assure that the expenditures to support the activities described herein and for the CAC are within the funding provisions provided within this Agreement, as set forth in ATTACHMENT B.
3. Community Assistance Center Administration - Roles and Responsibilities of each jurisdiction shall be set forth in ATTACHMENT A, which is incorporated herein by reference.
4. To the extent permitted by NRS Chapter 41, any governmental party responsible for a negligent act committed by any of its officers, employees or agents under this Agreement agrees to indemnify and hold harmless all other parties from and against any and all claims, demands, or actions by any person which may arise or result from the negligent act.
5. The parties each agree to purchase and maintain general, professional and automobile liability insurance for activities related to this Agreement or, as to the governmental parties, provide for their respective financial obligations through a program of self-insurance in compliance with NRS Chapter 41.
6. Each party shall be responsible for providing complete workers' compensation coverage in accordance with the laws of the State of Nevada for each of its own employees. To the extent allowed by law, for the limited purpose of this Agreement, the parties shall be deemed joint employers for immunity from liability under Nevada workers' compensation law.
7. Employees assigned to the CAC shall remain employees of their respective entities, each of which will be responsible for all salary and benefits, training, equipment, and supplies used by the employees in carrying out their respective duties, obligations and functions in support of the Program. Parties' existing policies and procedures shall apply to employees assigned to the Program. The parties agree to provide supervision and oversight for their respective personnel assigned to the Program, make reasonable efforts to provide vacation coverage, and ensure that their respective personnel satisfactorily perform all duties, obligations and functions arising under this Agreement in support of the Program. CAC Manager shall not provide, and

shall not allow CAC providers to provide, professional direction to the other parties' employees regarding individual case management.

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

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

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

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

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

13. Subject to the following limitations, each party to this Agreement will contribute funds per the established formula (property tax equivalent of \$.01 for Washoe County and \$.005 for each Reno and Sparks), personnel, services, and/or supplies as set forth in ATTACHMENT B (COOPERATIVE CAC FUNDING AND IN-KIND CONTRIBUTION), which is incorporated herein by reference.

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

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

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

13.4. Each party has the right to review and approve any expenditures, contracts or proposals that would affect its duties, obligations or functions under state or federal laws and regulations involving expenditure, administration or appropriation

of funds. Any necessary expenditures, contracts or proposals arising under this Agreement in support of the Program that deviate from the CAC Manager's budget or authorized utilization under ATTACHMENT B will be subject to review and approval by the affected party.

14. This Agreement is effective upon approval of all parties and its Term shall be through June 30, 2015. Upon agreement of all the parties, this Agreement may be continued and renewed from year to year until terminated or not renewed in accordance with Paragraph 15 and 16 below. Renewals must be approved by each of the respective governing bodies of the parties.

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

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

17. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books and documents as are necessary to fully disclose to one another, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with this agreement and all state federal regulations and statutes.

18. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, during regular business hours, to inspection, examination, review, audit and copying at any office or location where such records may be found, with five (5) days notice by any of the parties to this agreement or their authorized agents. If any state or federal funds are utilized the rights to inspect and audit shall be extended to the State Auditor and the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

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

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

City of Reno:

Title: CAC Manager

Address: PO Box 1900, Reno, Nv 89505

Phone: 775-334-2305

Fax: 775-334-3124

Washoe County:

Title: Washoe County Social Services Director

Address: PO Box 11130 Reno, Nv 89520-0027

Phone: 775-785-5641

Fax: 775-785-5640

City of Sparks:

Title: Housing Specialist

Address: PO Box 857 Sparks, Nv 89432

Phone: 775-353-7895

Fax: 775-353-1635

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

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

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

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

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

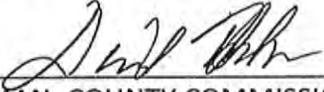
26. A waiver of any breach of any provision of this Agreement by any party shall not be construed to be a waiver of any preceding or succeeding breach.

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

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

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

WASHOE COUNTY



CHAIRMAN, COUNTY COMMISSION


ATTEST:


COUNTY CLERK

APPROVED AS TO FORM:



DEPUTY DISTRICT ATTORNEY

CITY OF RENO



MAYOR
ROBERT A. CASHELL, SR.

ATTEST:



CITY CLERK
LYNNETTE R. JONES



APPROVED AS TO FORM:



DEPUTY CITY ATTORNEY
JONATHAN SHIPMAN

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

CITY OF RENO

CITY OF SPARKS

MAYOR

Alno R. Mint
MAYOR

ATTEST:

CITY CLERK

ATTEST:
Yvonne Gardner
CITY CLERK



see page 7

APPROVED AS TO FORM:

DEPUTY CITY ATTORNEY

APPROVED AS TO FORM:
[Signature]
DEPUTY CITY ATTORNEY

WASHOE COUNTY

CHAIRMAN, COUNTY COMMISSION

ATTEST:

COUNTY CLERK

see page 6

APPROVED AS TO FORM:

DEPUTY DISTRICT ATTORNEY

ATTACHMENT A
ROLES AND RESPONSIBILITIES

The City of Sparks, Washoe County, and the City of Reno created a Transitional Governing Board (TGB) for the purpose of oversight, planning, coordinating, and managing resources for the provision of shelter operations and services at the Community Assistance Center (CAC), and to establish policies and priorities as they relate to these operations. Specifically, the TGB will:

- Approve the document and selection processes that are used to select the shelter operator.
- Approve specific performance measures and outcomes that will be used to 1) frame the selection process, and 2) become the basis for a performance-based contract with the operator.
- Evaluate bids and/or proposals, recommending which vendor should receive the contract for shelter operations.
- Receive and review regular reports on compliance and implementation of the specific performance measures and outcomes.
- Approve long-term plans and policies to further the goals of the 10 Year Plan to End Homelessness and the Homeless Emergency Assistance and Rapid Transition to Housing Act ("HEARTH Act").
- Set and approve policies that affect the CAC.

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

CITY OF RENO ROLES AND RESPONSIBILITIES

The City of Reno will serve as the lead entity for operations and oversight for FY 14-15, including:

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

- i. Men's Shelter
- ii. Women's Shelter
- iii. Family Shelter
- iv. Resource Center
- v. Security Services

4. Facilities Maintenance and Management.

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

The Lead Entity will manage and maintain:

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

5. Facilitate the transition of the CAC to a qualified non-profit to be responsible for the CAC long-term.

6. Coordination and Development of On-Site Services.

The collocation of key service agencies at the Community Assistance Center is intended to enhance clients' access to essential services and permit cross-agency communication and coordination in case management and service delivery. Space will be provided in the Community Resource Center for service agencies to address the many factors that contribute to homelessness, including poverty, domestic violence, substance abuse, lack of education, and job skills. The collocation of permanent and rotating service agencies ensures residents have reasonable access to assistance. The types of services that may be provided on-site include:

- a. Housing Referrals & Assistance
- b. Food
- c. Transportation,
- d. Educational Assistance, e.g. GED or Computer Classes
- e. Parenting, Budgeting, Nutrition, and Child Development Classes
- f. Employment Assistance
- g. Job Training
- h. Clothing
- i. Childcare Subsidies
- j. Street Outreach
- k. Case Management
- l. Health Care
- m. Mental Health Treatment
- n. Substance Abuse Treatment
- o. Assistance in Acquiring Mainstream Resources
- p. Legal Services

WASHOE COUNTY ROLE AND RESPONSIBILITIES

1. Coordinate with and support the lead entity, when appropriate, in negotiating and executing contracts (budgets, programs, reporting requirements, etc) with operators (with each party participating as appropriate for fiscal oversight) for one or all of the following services:
 - a. Family Shelter
 - b. Men's Shelter
 - c. Women's Shelter

2. Coordination and Communication with CAC Community, in collaboration with the Lead Entity:
 - a. Coordinate with provider agencies
 - b. Carry out Public Relations activities when needed
 - c. Communicate and coordinate with the other Jurisdictions

3. Washoe County shall be Responsible for Fiscal Oversight for Programs funded through Washoe County's contributions, including timely payment of invoices for operations of the:
 - a. Family Shelter
 - b. Men's Shelter
 - c. Women's Shelter
 - d. Security

4. Assist Lead Entity with Program Oversight:
 - a. Men's Shelter Operation
 - b. Women's Shelter Operation
 - c. Family Shelter Operation
 - d. Security Services

CITY OF SPARKS ROLE AND RESPONSIBILITIES

1. Coordination and Communication with CAC Community, in collaboration with the Lead Entity:
 - a. Where appropriate, coordinate with provider agencies
 - b. Carry out Public Relations activities when needed
 - c. Communicate and coordinate with other Jurisdictions

2. Fiscal Responsibility, in collaboration with the Lead Entity, with each party participating as appropriate for fiscal oversight for one or all of the following services:
 - a. Family Shelter
 - b. Men's Shelter
 - c. Women's Shelter
 - d. Resource Center
 - e. Security Services

ATTACHMENT B
COOPERATIVE CAC FUNDING AND IN-KIND CONTRIBUTION

IN-KIND CONTRIBUTION:

NAME	TITLE/JURISDICTION	RESPONSIBILITY	PHONE/EMAIL	FTE
Elaine Wiseman	CAC Manager/Reno Management Analyst	CAC management	334-3853 wisemane@reno.gov	.3
SUPERVISOR	TITLE/JURISDICTION	RESPONSIBILITY	PHONE/EMAIL	N/A
Fred Turnier	Community Development Director, City of Reno	Supervision	334-7750	*****
NAME	TITLE/JURISDICTION	RESPONSIBILITY	PHONE/EMAIL	FTE
2 FTE Senior Human Services Support Specialists	Washoe County Senior Human Services Support Specialist (CPS)	Family support case management services for family shelter residents	785-5600	2
SUPERVISOR	TITLE/JURISDICTION	RESPONSIBILITY	PHONE/EMAIL	N/A
Kim Schweickert	Washoe County Human Services Supervisor	Supervise family shelter case managers	337-4535 ksschweickert@washoecounty.us	*****
NAME	TITLE/JURISDICTION	RESPONSIBILITY	PHONE/EMAIL	FTE
1 FTE Eligibility Worker	Washoe County Eligibility Worker (Indigent Health)	Information and referral services	Sandy Matoza	1
SUPERVISOR	TITLE/JURISDICTION	RESPONSIBILITY	PHONE/EMAIL	N/A
Karen Reidenbaugh	Washoe County Eligibility Supervisor	Supervision	328-2700 kreidenbaugh@washoecounty.us	*****
NAME	TITLE/JURISDICTION	RESPONSIBILITY	PHONE/EMAIL	FTE
Stephani Kane	Reno Management Analyst	Administration	334-2218 kanes@reno.gov	.2
SUPERVISOR	TITLE/JURISDICTION	RESPONSIBILITY	PHONE/EMAIL	N/A
Fred Turnier	Community Development Director, City of Reno	Supervision	334-7750	*****
NAME	TITLE/JURISDICTION	RESPONSIBILITY	PHONE/EMAIL	FTE
Facility Maintenance Technicians	Maintenance Technicians	CAC facility maintenance	334-2243	.8
SUPERVISOR	TITLE/JURISDICTION	RESPONSIBILITY	PHONE/EMAIL	N/A
Scott Jones	Reno Public Works Supervisor	Supervision of facility maintenance staff	334-2243 jonessc@reno.gov	*****

FY 2014 - 2015 FUNDING BY SOURCE***	
City of Reno –	
Emergency Shelter Grants	\$ 151,000
Other Funds	\$ 477,811
Washoe County:	\$1,234,426
City of Sparks	\$ 100,168
TOTAL FY 14-15 FUNDING	\$ 1,963,405

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

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

**Interlocal Cooperative Agreement
Establishing the Regional
Business License and Permits Program**



14-518

#30

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**Interlocal Cooperative Agreement
Establishing the Regional Business License and Permits Program**

THIS INTERLOCAL COOPERATIVE AGREEMENT (the "AGREEMENT"), is dated the ____ day of _____, 2014 (the "EFFECTIVE DATE"), and is by and between the County of Washoe, a political subdivision of the State of Nevada (hereinafter called "COUNTY"), the City of Reno, a municipal corporation in the State of Nevada (hereinafter called "RENO"), the City of Sparks, a municipal corporation in the State of Nevada (hereinafter called "SPARKS"), and the Washoe County Health District, a special local district government in the State of Nevada (hereinafter called "HEALTH"). These four "PARTICIPATING ENTITIES" shall also be referred to singularly as an "ENTITY", or collectively as the "ENTITIES".

Recitals

- A. NRS 277.180 provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and
- B. The ENTITIES share a common goal of a regional, electronic business license and permits platform ("PLATFORM") among themselves and other interested agencies; and
- C. The ENTITIES have a history of cooperatively working on programs and projects of common benefit and interest.

NOW, THEREFORE, the PARTICIPATING ENTITIES agree as follows:

Article 1. Program Created; Fiscal Manager

- Section 1.1 The Business License and Permits Program" (the "PROGRAM") is established and shall initially include COUNTY, HEALTH, RENO and SPARKS.
- Section 1.2 As platform capacity permits, the OVERSIGHT GROUP may approve other agencies joining the PROGRAM as participating entities on a case-by-case basis subsequent to the EFFECTIVE DATE of this AGREEMENT.
- Section 1.3 The one-time costs for implementation and initial licensing for the initial ENTITIES are identified in Article 9 of this AGREEMENT.
- Section 1.4 The on-going contribution structure for the PLATFORM for annual maintenance and operations is identified in Article 10 of this AGREEMENT.
- Section 1.5 The financing arrangements for ENTITIES opting into the COUNTY's financing feature are identified in Article 12 of this AGREEMENT.
- Section 1.6 Additional new agency procedures and cost principles are identified in Article 13.
- Section 1.7 The COUNTY, hereby agrees to serve as FISCAL MANAGER for the PROGRAM, and agrees to assume contractual and financial responsibility for purposes of the requirements of the PROGRAM, subject to direction of the PROGRAM's Management Oversight Group (the "OVERSIGHT GROUP"), as the case may be and as authorized

herein.

- Section 1.8 The FISCAL MANAGER shall provide all relevant books, records (written, electronic, computer related or otherwise), including, without limitation, financial statements and supporting documentation, and shall prepare all reports (including quarterly interim and final reports) regarding the PROGRAM for inspection, examination, review, audit and copying at any office or location of the FISCAL MANAGER when reasonably requested by the OVERSIGHT GROUP or by any ENTITY.
- Section 1.9 The FISCAL MANAGER shall establish and operate for the use of the PROGRAM a designated internal account or fund ("ACCOUNT") segregated on the FISCAL MANAGER's books. The FISCAL MANAGER shall establish and maintain the ACCOUNT until termination of this AGREEMENT, and the ACCOUNT shall constitute a dedicated fund held by the FISCAL MANAGER as agent for, and for the benefit of, the PROGRAM. All funds received by the FISCAL MANAGER from the ENTITIES providing funding for the PROGRAM shall be deposited into this ACCOUNT. All amounts deposited into this ACCOUNT shall be used solely to support the PROGRAM in a manner that is consistent with this AGREEMENT and the OVERSIGHT GROUP requirements as set herein.
- Section 1.10 The FISCAL MANAGER shall encumber and disburse funds from the ACCOUNT pursuant to the approved Annual Maintenance and Operations Budget and approved contracts' requirements as directed by the OVERSIGHT GROUP (see Articles 4 and 8). The proposed disbursement shall be used exclusively for PROGRAM purposes.
- Section 1.11 The FISCAL MANAGER shall maintain all financial records relating to the PROGRAM according to Generally Accepted Accounting Principles, retain records as long as required by law, and make records available to auditors as required by law.
- Section 1.12 To the extent permitted by law, each ENTITY hereby agrees to indemnify and hold harmless the FISCAL MANAGER, its directors, officers, employees, attorneys, and agents harmless from any and all costs, claims, losses, expenses (including attorneys' fees and expenses), and liabilities incurred by reason of any action taken by the FISCAL MANAGER at the direction of the OVERSIGHT GROUP or authorized agent pursuant to this AGREEMENT or arising out of or in connection with the FISCAL MANAGER's performance of its duties and obligations hereunder for any reason, excepting such losses, liabilities, demands, claims, expenses, and attorneys' fees which result solely from the willful misconduct of the FISCAL MANAGER. Each ENTITY's indemnification obligations under this Section shall be limited and satisfied by the ENTITIES in the proportions established during the initial PROGRAM set-up or through the Annual Maintenance and Operations Budget, whichever is later. Each ENTITY shall be permitted to participate with its legal counsel, if it chooses, in the defense of any action so long as the ENTITY remains subject to the court's jurisdiction in that case.
- Section 1.13 In the event this AGREEMENT is terminated, the FISCAL MANAGER will comply with any termination conditions imposed by this Agreement or the OVERSIGHT GROUP so long as the conditions are consistent with this AGREEMENT.

Article 2. Term

- Section 2.1 This AGREEMENT commences on the EFFECTIVE DATE for a term that expires on June 30, 2020, and shall automatically renew on July 1, 2020, and every six years

thereafter unless terminated earlier as provided herein.

Article 3. Functions of the Program

- Section 3.1 To undertake implementation, management and maintenance of all aspects of a regional business license and permits platform for the ENTITIES, the following functions are conferred to the PROGRAM:
- (a). The planning, designing, setting of standards, financing, implementation, operation, upgrading, and maintenance of the project to join the ENTITIES in the regional business license and permits platform (“PLATFORM”).
 - (b). Directing the FISCAL MANAGER regarding vendor selection, contract requirements, costs, product delivery schedule, contract amendments, change orders, peripheral equipment purchase, system configuration, training, and related items.
 - (c) Directing the FISCAL MANAGER to enter into contracts for the planning, designing, financing, implementation, operation and maintenance of the PLATFORM, so long as each contract is for an amount less than \$50,000, save and except the vendor contract with Accela.

Article 4. Administration

- Section 4.1 The administration of the business and affairs of the PROGRAM shall be conducted and managed by the OVERSIGHT GROUP. As needed, this OVERSIGHT GROUP shall be supported by designated staff from each ENTITY for administrative and technical purposes. ENTITIES agree to respond and assist as requested by the OVERSIGHT GROUP.
- Section 4.2 The OVERSIGHT GROUP shall include the Reno City Manager, Sparks City Manager, Washoe County Manager and the District Health Officer. A new ENTITY shall be entitled to one representative on the OVERSIGHT GROUP. Each ENTITY’s representative or his/hers designee shall have the authority to exercise all authority granted herein.
- Section 4.3 The OVERSIGHT GROUP’s meetings must be open and public and conducted in compliance with the Nevada Open Meeting Law (NRS Chapter 241).
- Section 4.4 A majority of the OVERSIGHT GROUP must be present in order to conduct business at a meeting. A proposed action is approved by an affirmative vote of all of the ENTITIES of the OVERSIGHT GROUP who are present at the meeting where the action is considered. However, all ENTITIES must be present when action is to be considered on the Annual Maintenance and Operations Budget, additional ENTITIES, any termination matter under Article 15, and any amendment of this AGREEMENT.

Article 5. Responsibilities

- Section 5.1 In furtherance of the functions in Article 3, and subject to the limitations thereof, the

OVERSIGHT GROUP can undertake any of the following:

- (a). Prepare, review, approve, and implement PLATFORM standards, specifications, plans, and annual operating plans and procedures for all PROGRAM activities.
- (b). To request the FISCAL MANAGER to contract for the services of business and information technology consultants, so long as each contract is for an amount less than \$50,000, save and except the vendor contract with Accela, pursuant to all applicable state law requirements.
- (c). To request the FISCAL MANAGER to contract with any entity or other public agency for the provision of services to or by the PROGRAM, so long as each contract is for an amount less than \$50,000, save and except the vendor contract with Accela, pursuant to all applicable state law requirements.
- (d). To request the FISCAL MANAGER to enter into such contracts for the planning, designing, financing, implementation, operation, and maintenance of the PLATFORM and other work as necessary to carry out functions, so long as each contract is for an amount less than \$50,000, save and except the vendor contract with Accela, subject to limits in section 8.3.
- (e). To assess ENTITIES for their agreed on share of administrative, operation, maintenance, and capital costs of the PROGRAM.

Article 6. Fiscal Year

Section 6.1 The fiscal year of the PROGRAM shall be July 1 through June 30.

Article 7. Services and Facilities available to Program

Section 7.1 The PROGRAM shall have access to the services and facilities of the ENTITIES as required.

Article 8. Fiscal Matters

Section 8.1 Unless otherwise provided by law, a tentative Annual Maintenance and Operations Budget shall be prepared by the FISCAL MANAGER and be ultimately recommended by the OVERSIGHT GROUP for each ensuing fiscal year on or before February 28 or the preliminary budget submission deadline of the FISCAL MANAGER, whichever is earlier, with the final annual budget being adopted on or before June 1 or the budget adoption deadline of the FISCAL MANAGER, whichever is earlier. The Budget shall then be presented for adoption to each entity. The base Annual Maintenance and Operations Budget for any fiscal year shall consist of:

- (a). applicable system software subscription costs and fees (e.g., system licensing, maintenance, and support);
- (b). system hardware and associated peripheral equipment costs (e.g., database and web servers necessary to maintain or enhance the PLATFORM), and;
- (c). any other agreed upon operating support costs necessary to maintain the PLATFORM.

Each ENTITY, however, shall be solely responsible for its own desktop, tablet, or

personal device hardware, software, and related peripheral equipment costs (e.g., desktop and laptop computers; mobile devices; printers).

- Section 8.2 The OVERSIGHT GROUP may include any other shared costs in the Annual Maintenance and Operations Budget that it deems reasonable and appropriate.
- Section 8.3 The OVERSIGHT GROUP shall not, during any fiscal year, expend or contract to expend any money, or incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts appropriated in the annual budget for any category of expenditure, unless such expenditure is specifically approved by the ENTITIES.
- Section 8.4 Complete books and accounts shall be maintained for the PROGRAM by the FISCAL MANAGER in accordance with Generally Accepted Accounting Principles and standards, including compliance with all applicable statutes and regulations.
- Section 8.5 The FISCAL MANAGER shall provide for an annual audit of all funds and accounts pursuant to NRS 354.624, and distribute it to the OVERSIGHT GROUP.

Article 9. Contributions for Implementation and Initial Subscription Services

- Section 9.1 The initial contributions from the ENTITIES for the PLATFORM include payment for the PLATFORM's implementation and the first-year subscription service costs. Licensing of the software for the PLATFORM is based upon purchasing, or subscribing to, specific components of the software. These components and associated costs are outlined in Addendum "A", which is attached hereto and incorporated herein by this reference.
- Section 9.2 As its initial contribution to the PROGRAM for implementation and first-year subscription service costs, COUNTY agrees to pay, or cause to be paid, \$743,680.17 to the FISCAL MANAGER for this AGREEMENT. This amount includes the cost contribution of HEALTH, pursuant to the budget practices of HEALTH and the COUNTY as prescribed in their interlocal agreement and as authorized by NRS Chapters 277 and 354.
- Section 9.3 As their initial contributions to the PROGRAM for implementation and first-year subscription service costs, RENO agrees to pay, or cause to be paid, \$475,221.63, and SPARKS agrees to pay, or cause to be paid, \$448,542.52, to the FISCAL MANAGER for this AGREEMENT.
- Section 9.4 Each ENTITY's initial contribution to the PROGRAM is due and payable in accordance to the repayment schedule contained in Addendum "D" or within twenty (20) business days of the EFFECTIVE DATE of this AGREEMENT or acceptance as a new ENTITY, whichever is most applicable.

Article 10. Administration of Annual Maintenance and Operations Budget

- Section 10.1 Each ENTITY is responsible for a portion of and shall pay a portion of the financial obligations of the PROGRAM with respect to the Annual Maintenance and Operations Budget. These portions are determined according to and are set forth in Addendum "B," which is attached hereto and incorporated herein by this reference.

Initially, RENO's annual subscription service portion is estimated at \$115,441.15, SPARKS at \$37,030.87, WASHOE at \$71,411.37, and HEALTH at \$58,081.34.

- Section 10.2 These portions will change over time and the calculations to arrive at said changes are outlined in Addendum "B". Portions for each ENTITY shall be articulated during the Annual Maintenance and Operations Budget process coordinated by the FISCAL MANAGER and approved by the OVERSIGHT GROUP.
- Section 10.3 Each ENTITY shall pay in full, when due, its obligations herein agreed to be paid. Each ENTITY shall be liable to the PROGRAM and every other ENTITY to pay its respective share of the Annual Maintenance and Operations Budget and any other obligations assessed against the ENTITIES in accordance with this AGREEMENT.
- Section 10.4 The calculation of the user counts of the PLATFORM as used in Addendum "B" shall be performed annually by the FISCAL MANAGER and shall be approved by the OVERSIGHT GROUP, with the timing such that user counts will be used as part of the Annual Maintenance and Operations Budget planning and payments cycle. Each ENTITY's share of the Annual Maintenance and Operations Budget shall be set for the fiscal year.
- Section 10.5 The OVERSIGHT GROUP, in development of the Annual Maintenance and Operations Budget, may establish and maintain an appropriate level of PROGRAM reserves to assess each ENTITY for future system support and/or equipment requirements according to their respective prorated shares or an amount deemed appropriate by the OVERSIGHT GROUP consistent with law and generally accepted standards. The OVERSIGHT GROUP shall determine how to best apply such excess in support of the purposes of this AGREEMENT, consistent with both law and generally accepted standards.
- Section 10.6 As FISCAL MANAGER and contract administrator for the PROGRAM, COUNTY will perform some PLATFORM administrative support(e.g., budget preparation, technical work on behalf of the PROGRAM, billing and receivables, and financial accounting). COUNTY personnel and COUNTY contractors necessary to do so shall be under the direction of the COUNTY information technology central function (TECHNOLOGY SERVICES or TS) and shall be responsible on a day-to-day basis to the COUNTY's County Manager or his/her designee.
- Section 10.7 For this PLATFORM administrative support, the FISCAL MANAGER will request on a yearly basis reimbursement or cost recovery, and will submit, as part of the Annual Operating Budget to the OVERSIGHT GROUP, a request for reasonable direct cost recovery for staff time used. Such request shall be voted upon by the OVERSIGHT GROUP and if approved will become a part of the Annual Operating Budget. The FISCAL MANAGER shall document an itemized list of requested recovery to be apportioned to the ENTITIES. The request shall show tasks with staff titles, estimated hours per task and hourly rate per staff, where the hourly rate is the actual salary plus benefits rate of the specified staff resource.
- Section 10.8 Contributions or advances of public funds and of personnel, supplies, equipment, or property may be made to the PROGRAM by any ENTITY for any of the purposes of this AGREEMENT, with the consent of the OVERSIGHT GROUP and within the budget amount. Any such advance may be made subject to repayment as agreed to by the OVERSIGHT GROUP and ENTITIES as applicable.
- Section 10.9 No person, including the ENTITIES, may receive reimbursement from the PROGRAM for expenditures on behalf of the PROGRAM in excess of \$1,000, unless

the OVERSIGHT GROUP approves such reimbursement.

Article 11. Personnel for Platform Implementation and Maintenance

- Section 11.1 All ENTITIES shall commit the ENTITY's personnel to assist with the initial implementation and then on-going maintenance, operation, and repair of the PLATFORM. ENTITY personnel shall be under the direction of their respective management but shall also cooperate with assignments made by the OVERSIGHT GROUP as needed for PLATFORM stability, maintenance, and operation. The OVERSIGHT GROUP may adopt a personnel cost reimbursement policy for authorized ENTITY personnel work that benefits the overall PLATFORM within the budget amount.
- Section 11.2 Work performed by private contractors, each contract of which shall be in an amount less than \$50,000, save and except the vendor contract with Accela, unless otherwise approved by the ENTITIES, that is not established in the Annual Maintenance and Operations Budget and is authorized by the OVERSIGHT GROUP shall be paid out of reserves or otherwise assessed to the ENTITIES according to their proportions established for the Annual Maintenance and Operations Budget.

Article 12. Entity Payments and Financing Options

- Section 12.1 Each ENTITY's payment obligations hereunder shall be tendered as set forth herein. The COUNTY as FISCAL MANAGER shall provide an invoice to each ENTITY, at least twenty-eight (28) days prior to a due date of any ENTITY payment obligation, including a PLATFORM vendor payment, of the amount owed to the COUNTY to cover the ENTITY's payment obligations. Payment from an ENTITY will be due to the COUNTY within twenty-one (21) business days of billing.
- Section 12.2 A "regional technology fee" may be imposed by the initial ENTITIES upon their customers utilizing the PLATFORM for a minimum of one year, commencing upon go live of the PLATFORM. The "regional technology fee" shall be consistent among the ENTITIES and shall include the following: business permits - 4%; annual business license - \$4; quarterly business license - \$2.
- Section 12.3 The COUNTY offers a financing option for the initial ENTITIES of RENO and SPARKS for the amount of the initial implementation costs to set-up the PLATFORM plus the first year of subscription costs. Should RENO or SPARKS opt into this financing, COUNTY shall advance payment of these costs on behalf of the ENTITY, and said advance payments shall constitute a loan to the applicable initial ENTITIES to be repaid to the COUNTY on a five-year quarterly payment amortization schedule at an annual rate of 1.99% on the declining balance, according to the schedule attached hereto as Addendum "D", which is incorporated herein by this reference.
- Section 12.4 If any ENTITY fails to timely remit any payment obligations by the due date, the amount due shall accumulate late fees at the COUNTY'S standard published rate (based upon prime plus 2%) on the entire balance due. If the ENTITY's full payment is not received by the date the COUNTY's payment is due to the PLATFORM vendor, that ENTITY's amount will be deducted from that ENTITY's share of the Capital Facilities Property Tax collected pursuant to NRS 354.59815. ENTITIES hereby grant to COUNTY as FISCAL MANAGER hereunder full authority and right to

deduct and apply the ENTITY's portion of said Capital Facilities Property Tax to the extent of that referenced amount.

Article 13. Additional Participating Agencies

- Section 13.1 As PLATFORM capacity permits, the OVERSIGHT GROUP may approve other public agencies joining the PROGRAM on a case by case basis. An approved additional agency shall have all rights, privileges, obligations, and liabilities as current ENTITIES pursuant to this AGREEMENT.
- Section 13.2 An additional agency's immediate contribution for operating costs shall consist of its required number of automation and mobile seats together with its population related to the citizen access portal feature, as further described in Addendum "B". These seats shall be assessed to the agency according to the calculations in Addendum "C". Agencies joining within the first three (3) years of the vendor contract may receive a subscription cost benefit if their seat numbers fall within the cap identified in the vendor contract. This cap is set by the seat range to which the PROGRAM has contracted. The discount per seat shall be 50% of the per seat cost if within the three years and under the cap. All other seats shall cost 100% of the then current per seat cost according to the vendor contract.
- Section 13.3 The initial costs shall also include implementation fees, for which the additional agency is solely responsible. Should the additional agency seek consulting, technical and/or project management assistance from other, existing ENTITIES, such assistance shall be under the guidance, oversight, and financial reimbursement according to the powers and approval of the OVERSIGHT GROUP and the FISCAL MANAGER.
- Section 13.4 On-going new agency costs shall include apportionment of the Annual Maintenance and Operations Budget according to the calculations in Addendum "C".
- Section 13.5 The addition to the PROGRAM of a new agency shall not cause adjustments to the ENTITY contributions and apportionments for the then current Annual Maintenance and Operations Budget. Any such adjustments shall take effect in the next fiscal year.

Article 14. Rights and Obligations of Participating Entities

- Section 14.1 All ENTITIES shall have all rights as are set forth in this AGREEMENT. Specifically and subject to the terms of this AGREEMENT, all ENTITIES shall have the right to access and use the PLATFORM, and the information contained therein, to the extent permitted by law.
- Section 14.2 All ENTITIES are obligated to comply with the terms of this AGREEMENT and are bound by the provisions hereof. Each ENTITY has received a copy of the COUNTY'S contract with the vendor, Accela. The ENTITIES agree to cooperate in supporting the COUNTY'S duties and obligations under the Accela Contract.
- Section 14.3 Subject to the limitations of applicable laws, and without waiving any statutory protections, including the NRS Chapter 41 liability limits, each ENTITY shall indemnify, protect, defend, and hold harmless the other ENTITIES, their respective governing boards, officers, directors, employees, authorized agents, and their respective successors and assigns from and against any and all claims, expenses,

losses, or liability of any kind arising out of such ENTITY's respective performance pursuant to this AGREEMENT up to the amounts paid annually by each ENTITY. Each ENTITY shall rely on its own self-insurance or insurance for coverage and relief of any and all kinds regarding the purposes and operations under this AGREEMENT.

Article 15. Termination of Agreement

- Section 15.1 The PROGRAM shall continue in existence pursuant to the terms set forth in Section 2 of this AGREEMENT until dissolved in accordance with the terms of this Article.
- Section 15.2 This AGREEMENT may be rescinded and the PROGRAM terminated at any time by a written agreement of termination executed by all ENTITIES, provided that any obligations owed to the vendor, Accela, or to the COUNTY arising hereunder are paid in full prior to termination. On termination of the PROGRAM under this Article, all of the assets of the PROGRAM, if any, shall be distributed according to the ENTITIES' prorated share of the Annual Maintenance and Operations Budget.
- Section 15.3 An ENTITY may unilaterally terminate its membership under this AGREEMENT without cause, subject to certain conditions set forth in Section 15.4 below. However, COUNTY, RENO, SPARKS and HEALTH, as the initial ENTITIES, and in consideration of their respective contributions and service-level commitments, agree not to exercise this right, if at all, nor serve termination notice, until after expiration of the original term set forth in Section 2.1.
- Section 15.4 A ENTITY electing to terminate its membership must first:
- (a). Provide the PROGRAM a formal, written one (1) full fiscal year notice of intent to terminate;
 - (b). Be current on all payment obligations at the time of both service of termination notice and effective date of termination;
 - (c). Provide a payment to the FISCAL MANAGER on or before the effective date of termination in the amount of any outstanding prorated share of implementation costs and annual contribution costs for the terminating ENTITY, as well as full payment of any outstanding obligations owed to the COUNTY arising hereunder; and,
 - (d). Agree to reasonable amendments, modifications and/or assignments of existing PROGRAM contracts relating to the PLATFORM, sign all documents, make all approvals, and take all actions necessary and appropriate that: (i) minimize the operational and financial impact on the other ENTITIES of the PROGRAM; and, (ii) do not materially or substantially increase the terminating ENTITY's financial obligations set forth in subsection (b), above.
- Section 15.5 An ENTITY may be terminated and removed from the PROGRAM in the event of its default on any obligation hereunder that remains uncured for thirty (30) calendar days following delivery of notice of default approved by the OVERSIGHT GROUP (the "Defaulting ENTITY"). If such an event of default occurs, the Defaulting ENTITY shall:
- (a) Provide a payment to the PROGRAM within thirty (30) days following the effective date of termination of a sum equal to the Defaulting ENTITY's outstanding prorated share of implementation costs and annual contribution costs, as well as full payment of any outstanding obligations owed to the COUNTY arising hereunder; and,

(b) Agree to reasonable amendments, modifications and/or assignments of existing PROGRAM contracts relating to the PLATFORM; sign all documents; make all approvals; and take all actions necessary and appropriate that: (i) minimize the operational and financial impact on the other ENTITIES of the PROGRAM; and, (ii) do not materially or substantially increase the Defaulting ENTITY'S financial obligations set forth in subsection (a), above.

All remedies stated in this Agreement are cumulative with each other and with any remedy afforded in law or equity. The election of any remedy does not constitute a waiver of any other remedy.

Article 16. Notices

Section 16.1 All notices under this AGREEMENT shall be in writing and shall be deemed to be delivered on the earlier to occur of (i) the date of actual receipt of the notice (regardless of how it is delivered), and (ii) whether or not actually received, two (2) days after the notice has been deposited in the United States mail, postage paid, registered or certified mail, return receipt requested, addressed to the ENTITIES or PROGRAM, as the case may be, at the addresses set forth in Addendum "E".

Article 17. Miscellaneous Provisions

Section 17.1 Amendment. There are no oral agreements, understandings, warranties, or representations between the parties hereto with respect to the subject matter covered by this AGREEMENT. This AGREEMENT is not intended to have any legal effect, or to be a legally binding agreement, or any evidence thereof, until it has been signed by each of the initial four (4) parties hereto. Except as otherwise provided in Section 1.2 and Article 13 above, this AGREEMENT shall not be amended or modified in any way except by an instrument in writing executed by each of the ENTITIES in the PROGRAM.

Section 17.2 Successors and Assigns. This AGREEMENT is entered into for the exclusive benefit of the parties hereto and no other party shall derive any rights or benefits herefrom.

Section 17.3 Governing Law and Venue. This AGREEMENT shall be construed and enforced in accordance with the laws of the State of Nevada in the state court sitting in Washoe County.

Section 17.4 Counterparts. This AGREEMENT may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this AGREEMENT by signing any such counterpart.

Section 17.5 Captions and Interpretation. The captions and section headings appearing in this AGREEMENT are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this AGREEMENT.

Section 17.6 Severability. If any provision of this AGREEMENT is invalid and unenforceable in any jurisdiction, then, to the fullest extent permitted by law, provided that the essential terms of this AGREEMENT remain valid, binding and enforceable; (i) the other provisions hereof shall remain in full force and effect in such jurisdiction; and (ii) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not

affect the validity or enforceability of such provision in any other jurisdiction.

Section 17.7 Advice from Independent Counsel. Each party hereto understands that this is a legally binding agreement that may affect such party's rights. Each party hereto represents to each other party hereto that it has obtained independent counsel and received legal advice about the meaning and legal significance of this AGREEMENT.

Section 17.8 Judicial Interpretation. Should any provision of this AGREEMENT require judicial interpretation, it is agreed that a court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against any party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that all parties hereto have participated in the preparation hereof.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the date first above written.

COUNTY OF WASHOE, NEVADA

By *April Pelt*
Chair, Board of County Commissioners

Date *June 17, 2014*

Attest:
By *Dorey L. Parent*

Date *June 17, 2014*

APPROVED AS TO FORM:

By *Paulley*
Deputy District Attorney

Date *6/4/14*

CITY OF RENO, NEVADA

By _____
Robert A. Cashell, Sr., Mayor

Date _____

Attest:

By _____
Lynnette R. Jones, City Clerk

Date _____

APPROVED AS TO FORM:

By _____
Deputy City Attorney

Date _____

affect the validity or enforceability of such provision in any other jurisdiction.

Section 17.7 Advice from Independent Counsel. Each party hereto understands that this is a legally binding agreement that may affect such party's rights. Each party hereto represents to each other party hereto that it has obtained independent counsel and received legal advice about the meaning and legal significance of this AGREEMENT.

Section 17.8 Judicial Interpretation. Should any provision of this AGREEMENT require judicial interpretation, it is agreed that a court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against any party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that all parties hereto have participated in the preparation hereof.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the date first above written.

COUNTY OF WASHOE, NEVADA

By _____ Date _____
Chair, Board of County Commissioners

Attest:

By _____ Date _____

APPROVED AS TO FORM:

By _____ Date _____
Deputy District Attorney

CITY OF RENO, NEVADA

By [Signature] Date 6-27-14
Robert A. Cashell, Sr., Mayor

Attest:

By [Signature] Date 6-27-14
Lynnette R. Jones, City Clerk DEPUTY



APPROVED AS TO FORM:

By [Signature] Date 6/27/14
Deputy City Attorney JULIE TOWLER

CITY OF SPARKS, NEVADA

By _____ Date _____
Geno Martini, Mayor

Attest:

By _____ Date _____
*****, City Clerk

APPROVED AS TO FORM:

By _____ Date _____
Deputy City Attorney

WASHOE COUNTY HEALTH DISTRICT

By  Date 6-26-14
Matt Smith, Chair

Attest:

By  Date 6/26/14
Board Secretary

APPROVED AS TO FORM:

By  Date 6/26-14
Deputy District Attorney

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CITY OF SPARKS, NEVADA

By Geno R. Martini Date 06/26/14
Geno R. Martini, Mayor

Attest:

By Teresa M. Gardner Date 6/26/14
Teresa M. Gardner, City Clerk

APPROVED AS TO FORM:

By Chester H. Adams Date 6/16/14
Chester H. Adams, City Attorney 

WASHOE COUNTY HEALTH DISTRICT

By _____ Date _____
*****, Chair

Attest:

By _____ Date _____
Board Secretary

APPROVED AS TO FORM:

By _____ Date _____
Deputy District Attorney

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Addendum A – Initial Financial Responsibility for Participating Entities

**INITIAL ENTITIES BASE CONTRIBUTION,
IMPLEMENTATION COST AND YEAR 1 SUBSCRIPTION COST**

Entity	Contribution %	Estimated contribution amount with project contingency of 5% ¹
RENO	28.5%	\$ 475,221.63
COUNTY (includes HEALTH)	44.6%	\$ 743,680.17
SPARKS	26.9%	\$ 448,542.52
TOTAL PROJECT COST ==>		\$1,667,444.32

Details about Contribution % and Contribution Amount:

- Each ENTITY has three licensing subscriptions: Accela Automation (also called “Core”), Mobility, and Citizen Access.
- The above per ENTITY allocations were calculated based upon the number of seats per each subscription type, directly allocable implementation costs, and a percentage allocation for the regional implementation costs.
- The following spreadsheet details the summary percentages and amounts:

	All \$ 1,298,109.94	Reno	Sparks	Washoe	Shared Base \$\$\$
Implementation - Direct		\$ 59,200.00	\$ 59,200.00	\$ 59,200.00	
Shared Implementation Allocation % (1)			24.5%	29.8%	45.7%
Shared Cost = All Costs - Direct					\$ 1,120,509.94
Shared Costs x Allocation %		\$ 274,524.94	\$ 333,911.96	\$ 512,073.04	
Total Implementation (Direct + Shared)		\$ 333,724.94	\$ 393,111.96	\$ 571,273.04	
Licensing % - Core (2)			43.7%	12.5%	43.7%
Agency Cost - Core		\$ 94,451.20	\$ 27,076.01	\$ 94,451.20	\$ 215,978.40
Licensing % - Mobile (2)			26.5%	13.6%	59.8%
Agency Cost - Mobile		\$ 14,094.18	\$ 7,248.44	\$ 31,812.58	\$ 53,155.20
Licensing % - Citizen Access (2)			53.7%	21.1%	25.2%
Agency Cost - Citizen Access		\$ 6,895.77	\$ 2,706.42	\$ 3,228.93	\$ 12,831.12
Total Licensing		\$ 115,441.15	\$ 37,030.87	\$ 129,492.71	
Grand Total		\$ 449,166.08	\$ 430,142.83	\$ 700,765.75	\$ 1,580,074.66
Percentage Allocation by Agency		28.5%	26.9%	44.6%	
Grand Total with 5% Contingency		\$ 475,221.63	\$ 448,542.52	\$ 743,680.17	\$ 1,667,444.32

(1) To get to Percentage by Agency - Used stand-alone implementation quotes for all agencies, added them up and then calculated percentage splits.

(2) Details of break down of license type (Core, Mobility and Citizen Access) by agency:

	Core Functions	%	Mobility	%	Internet/Citizen Access (based on population)	%
Reno	150	43.7%	35	26.5%	229,859	53.7%
Sparks	43	12.5%	18	13.6%	90,214	21.1%
Washoe	150	43.7%	79	59.8%	107,631	25.2%
TOTALS	343	100.0%	132	100.0%	427,704	100.0%

¹ This amount may change depending on final contract negotiations with the vendor (Accela) of the PLATFORM. Should the final contract price change, each ENTITY shall pay in accordance to the percentage obligation as listed above.

Addendum B – Annual Financial Responsibility for Participating Entities

ANNUAL CONTRIBUTION – OPERATION OF PLATFORM – YEARS 2-5

Entity	Contribution %²	Estimated Contribution Amount
RENO	40.9%	\$115,441.15
COUNTY	25.3%	\$ 71,411.37
HEALTH	20.6%	\$ 58,081.34
SPARKS	13.1%	\$ 37,030.87
	TOTAL ==>	\$281,964.73

Operational costs shall be re-evaluated annually and shared according to the following calculations:

$$\begin{aligned}
 &\text{Number of Accela Automation Seats} \times \text{Accela Automation Total Subscription Costs} + \\
 &\quad \text{Number of Accela Mobile Seats} \times \text{Accela Mobile Total Costs} + \\
 &\quad \text{Percent of Entities Population} \times \text{Accela Citizen Access Cost} = \\
 &\quad \underline{\text{Total ENTITY Operations Contribution}}
 \end{aligned}$$

Example: RENO Contribution

1. Accela Automation Seats = 150 (Total Automation Seats = 343)
2. Accela Mobile Seats = 35 (Total Mobile Seats = 132)
3. Population = 229,859 (Total Population = 427,704)
4. Total Contribution

	% Calculation	% Share	Accela Cost	RENO Cost
Automation	150/343	43.7%	\$215,978.41	\$94,451.20
Mobile	35/132	26.5%	\$53,155.20	\$14,094.18
Citizen Access	229,859/ 427,704	53.7%	\$12,831.12	\$6,895.77
				\$115,441.15

² The percentage contribution is the percentage of users that an ENTITY has, multiplied by the overall cost of that PLATFORM component. As an example: For Automation, 150/300 seats translates to 50%. That 50% is then multiplied by \$213,840 (the total cost for Automation seats). This yields an ENTITY cost of .50 x 213,840 = 106,920 for the Automation component.

	Reno	Sparks	Washoe	Health
On-going Maintenance	\$ 115,441.15	\$ 37,030.87	\$ 71,411.37	\$ 58,081.34
On-going Maintenance %	40.9%	13.1%	25.3%	20.6%
Core Users	150	43	81	69
Annual Core Costs	\$ 94,451.20	\$ 27,076.01	\$ 51,003.65	\$ 43,447.55
Mobile Users	35	18	37	42
Annual Mobile Costs	\$ 14,094.18	\$ 7,248.44	\$ 17,178.79	\$ 14,633.79
Population	229,859	90,214	107,631	
Annual Population %	53.7%	21.1%	25.2%	
Annual Population Costs *	\$ 6,895.77	\$ 2,706.42	\$ 3,228.93	
Grand Total Per Agency	\$ 115,441.15	\$ 37,030.87	\$ 71,411.37	\$ 58,081.34
			\$	129,492.71
Grand Total All Agencies	\$			281,964.73

Addendum C - New Participating Agency Contribution

After this AGREEMENT is effective, subsequent entities may be added in accordance with Article 13 of this AGREEMENT. Such subsequent entities shall incur several fees, including:
 (a). prorated initial seat costs for Accela Automation, Accela Mobile, and Accela Citizen Access;
 (b). apportioned fees for the Annual Maintenance and Operations Budget.

The initial seat costs shall be incurred by the new agency according to the following calculation:

$$\begin{aligned}
 &(\text{entity \# of Accela Automation Seats} \quad \times \quad 50\% \text{ or } 100\% \text{ of Per Seat Cost}^3) \times \text{Pro-ration}^4 + \\
 &(\text{entity \# of Accela Mobile Seats} \quad \times \quad 50\% \text{ or } 100\% \text{ of Per Seat Cost}) \times \text{Pro-ration} + \\
 &(\text{Increase in Accela Citizen Access Due to New entity Population}^5) \times \text{Pro-ration} = \\
 &\qquad\qquad\qquad \underline{\text{Total Agency Buy-in Contribution}}
 \end{aligned}$$

Example: New entity Contribution

1. Accela Automation Seats = 20
2. Accela Mobile Seats = 8
3. Population = 100,520
4. Total New Agency Buy-in Contribution =

	Seats	Regular Per Seat Cost	At or Below Cap Per Seat Cost	New entity Buy-in (At or Below Cap)	New entity Buy-in (Above Cap)
Automation	20	\$59.40	\$29.70	\$7,128.00	\$14,256.00
Mobile	8	\$39.20	\$19.60	\$1,881.60	\$3,763.20
Citizen Access		N/A	N/A	\$3,000.00	\$3,000.00
				\$12,009.60	\$21,019.20
			Pro-rated for 8 months ==>	\$8,006.40	\$14,012.80

Thus, total initial new entity costs would be in the range of \$8,006.40 to 14,012.80 + Implementation costs. Any implementation costs shall be managed and incurred solely by the new entity.

Apportioned fees for the Annual Maintenance and Operations Budget shall be calculated in the new budget year as per the standard process.

³ Accela offers a varying cap based upon the number of subscription seats under contract. The PLATFORM will pass on a 50% discount to additional new entity if their seat count means that the overall PLATFORM is at or below the Accela cap for Automation or Mobile seats within the first three years of the Accela contract. After three years, all new seats will be at the 100% per seat cost at the time of joining. For the PLATFORMS's current range of 300-399 Automation seats, the cap is 549 users. For the PLATFORM's current range of 100-199 Mobile seats, the cap is 299.

⁴ Pro-ration will be done to the nearest month for the remainder of the Fiscal Year.

⁵ Accela Citizen Access is based upon population. The new entity's population will be added to the existing population of other entity and the additional Citizen Access costs shall be allocated to the new member.

Addendum D – Initial Funding and Financing Schedule

The COUNTY financing option to the initial ENTITIES based on a Five (5) Year repayment schedule accruing interest at a rate of 1.99% annually, compounded monthly on the declining basis.

Loan Criteria: COUNTY will loan RENO up to \$475,221.63 (including a contingency allowance) for purposes of initial subscription service and implementation costs of the PLATFORM. This loan amount will occur on a drawdown (as spent) basis, concurrent with the COUNTY's payment obligations to the vendor, Accela, to include the first year subscription service costs. Interest on drawdowns and on loan repayment will be calculated at an annual rate of 1.99% and loan repayments will be quarterly.

Loan ProForma: RENO's portion of the payment schedule to the vendor, Accela, is set forth below. This schedule is provided on a proforma (as if) basis and actual drawdown amounts will be tracked as RENO requests loan amounts to meet payments. The actual resulting loan balance and payments due to COUNTY will be prepared for RENO by COUNTY when the drawdown period ends, and may include additional contingency amounts as requested by RENO.

Drawdown Period: Initial subscription service costs and implementation:

	Subscription	Consulting	Contingency	Total	Interest	Loan Balance
Jul-23-2014	\$115,441.15	\$ 33,372.49	\$ -	\$148,813.64	\$ -	\$ 148,813.64
Aug-23-2014	-	17,798.66	1,628.47	19,427.13	246.78	168,487.55
Sep-23-2014	-	17,798.66	1,628.47	19,427.13	279.41	188,194.09
Oct-23-2014	-	17,798.66	1,628.47	19,427.13	312.09	207,933.31
Nov-23-2014	-	17,798.66	1,628.47	19,427.13	344.82	227,705.26
Dec-23-2014	-	17,798.66	1,628.47	19,427.13	377.61	247,510.00
Jan-23-2015	-	17,798.66	1,628.47	19,427.13	410.45	267,347.58
Feb-21-2015	-	17,798.66	1,628.47	19,427.13	443.35	287,218.06
Mar-23-2015	-	17,798.66	1,628.47	19,427.13	476.30	307,121.49
Apr-23-2015	-	17,798.66	1,628.47	19,427.13	509.31	327,057.93
May-23-2015	-	17,798.66	1,628.47	19,427.13	542.37	347,027.43
Jun-23-2015	-	17,798.66	1,628.47	19,427.13	575.49	367,030.05
Jul-23-2015	-	17,798.66	1,628.47	19,427.13	608.66	387,065.84
Aug-23-2015	-	17,798.66	1,628.47	19,427.13	641.88	407,134.85
Sep-23-2015	-	17,798.66	1,628.47	19,427.13	675.17	427,237.15
Oct-23-2015	-	17,798.66	1,628.47	19,427.13	708.50	447,372.78
Nov-23-2015	-	33,372.55	1,628.49	35,001.04	741.89	483,115.71
Total	\$115,441.15	\$333,724.94	\$ 26,055.54	\$475,221.63	\$7,894.08	\$ 483,115.71

Loan Repayment:

The loan repayment schedule is set forth below. Changes for drawdown timing and/or additional contingency spending will be adjusted during the drawdown period with a final loan balance and debt service schedule issued by November-2015 which is the planned go-live month.

	Principal	Interest	Total Payment	Outstanding Balance
Beginning Balance				\$ 483,115.71
Jan-30-2016	\$ 24,155.79	\$ 2,403.50	\$ 26,559.29	\$ 458,959.92
Apr-30-2016	24,155.79	2,283.33	26,439.12	434,804.13
Jul-30-2016	24,155.79	2,163.15	26,318.94	410,648.34
Oct-30-2016	24,155.79	2,042.98	26,198.77	386,492.55
Jan-30-2017	24,155.79	1,922.80	26,078.59	362,336.76
Apr-30-2017	24,155.79	1,802.63	25,958.42	338,180.97
Jul-30-2017	24,155.79	1,682.45	25,838.24	314,025.18
Oct-30-2017	24,155.79	1,562.28	25,718.07	289,869.39
Jan-30-2018	24,155.79	1,442.10	25,597.89	265,713.60
Apr-30-2018	24,155.79	1,321.93	25,477.72	241,557.81
Jul-30-2018	24,155.79	1,201.75	25,357.54	217,402.02
Oct-30-2018	24,155.79	1,081.58	25,237.37	193,246.23
Jan-30-2019	24,155.79	961.40	25,117.19	169,090.44
Apr-30-2019	24,155.79	841.22	24,997.01	144,934.65
Jul-30-2019	24,155.79	721.05	24,876.84	120,778.86
Oct-30-2019	24,155.79	600.87	24,756.66	96,623.07
Jan-30-2020	24,155.79	480.70	24,636.49	72,467.28
Apr-30-2020	24,155.79	360.52	24,516.31	48,311.49
Jul-30-2020	24,155.79	240.35	24,396.14	24,155.70
Oct-30-2020	24,155.70	120.17	24,275.87	\$ -
Total	\$483,115.71	\$ 25,236.76	\$508,352.47	

Addendum E – Addresses for Participating Entities

To ENTITIES:

City of Reno
PO Box 1900
Reno, NV 89505
Attention: Community Development Director
Facsimile: (775) 334-1212
Telephone: (775) 334-2090

City of Sparks
[]
[]
Attention: []
Facsimile: (775) []-[]
Telephone: (775) []-[]

Washoe County
[]
[]
Attention: []
Facsimile: (775) []-[]
Telephone: (775) []-[]

Washoe County Health District
[]
[]
Attention: []
Facsimile: (775) []-[]
Telephone: (775) []-[]

To PROGRAM:

[]
[]
Attention: []
Facsimile: (775) []-[]
Telephone: (775) []-[]

RESOLUTION

Resolution to create the Regional Permits System Fund as a Special Revenue Fund

WHEREAS, the County has approved an inter-local agreement to be the Fiscal Agent for the Regional License and Permit Program; and

WHEREAS, the County has agreed to provide separate and auditable accounts for the operations and partners contributions to the Regional License and Permit Program; and

WHEREAS, the County departments, Health District and other partners in the Regional License and Permit Program have committed to provide resources to fund the operations of the shared system ; and

WHEREAS, the County will annually budget resources and disbursements related to these restricted resources; and

WHEREAS, NRS 354 allows for the creation of a special revenue fund; and

WHEREAS, special revenue funds are used to account for services provided as a result of specific identifiable revenues; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF WASHOE IN THE STATE OF NEVADA:

Section 1. That the Regional Permits System Fund is hereby created as a special revenue fund subject to the Local Government Budget Act contained in NRS 354.

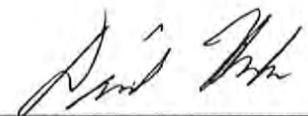
Section 2. That the County Comptroller is hereby directed to establish said fund on the official books and record of Washoe County for the purpose of accounting for the operations of the Regional License and Permit Program, for interest earnings on the assets of the fund, and for expenditures and disbursements from the fund.

Section 3. This Resolution shall be effective upon passage and approval.

IT IS FURTHER RESOLVED, That the County Clerk is hereby directed to distribute executed copies of the Resolution to the Department of Taxation, the Comptroller, and the Budget Division within thirty days

ADOPTED this 17th day of June, 2014

 APPEARED:
Janey L. Parent
Washoe County Clerk



Chairman, Washoe County Commission

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RESOLUTION

Resolution to create the Regional Permits Capital Fund as a Capital Projects Fund

WHEREAS, the County has approved an inter-local agreement to be the Fiscal Agent for the Regional License and Permit Program; and

WHEREAS, the County has agreed to provide separate and auditable accounts for development costs and partners contributions for the Regional License and Permit Program; and

WHEREAS, the County departments, Health District and other partners in the Regional License and Permit Program have committed to provide resources to fund the development costs of the shared system ; and

WHEREAS, the County will annually budget resources and disbursements related to these restricted resources; and

WHEREAS, NRS 354 allows for the creation of a capital projects fund; and

WHEREAS, capital projects funds are used to account for sources used for the acquisition or construction of designated capital assets; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF WASHOE IN THE STATE OF NEVADA:

Section 1. That the Regional Permits Capital Fund is hereby created as a capital projects fund subject to the Local Government Budget Act contained in NRS 354.

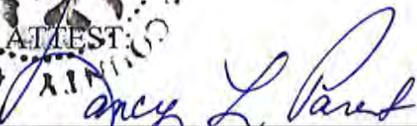
Section 2. That the County Comptroller is hereby directed to establish said fund on the official books and record of Washoe County for the purpose of accounting for the development costs of the Regional License and Permit Program, for interest earnings on the assets of the fund and for expenditures and disbursements from the fund.

Section 3. This Resolution shall be effective upon passage and approval.

IT IS FURTHER RESOLVED, That the County Clerk is hereby directed to distribute executed copies of the Resolution to the Department of Taxation, the Comptroller, and the Budget Division within thirty days

ADOPTED this 17th day of June, 2014

ATTEST:


Nancy L. Pared
Washoe County Clerk



Chairman, Washoe County Commission

RESOLUTION

A RESOLUTION DECLARING WASHOE COUNTY'S INTENT TO SELL WATER RIGHTS TO BUCKHORN LAND & LIVESTOCK, LLC PURSUANT TO NRS 244.8215 THEREBY PROVIDING A PUBLIC, ENVIRONMENTAL AND ECONOMIC BENEFIT TO THE CITIZENS OF WASHOE COUNTY; AND OTHER MATTERS PROPERLY RELATED 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, the NRCS, a federal agency of the Department of Agriculture, has set aside and made available a substantial amount of federal funding for the purchase of perpetual conservation easements in environmentally sensitive areas of Nevada for the protection of the environment and the benefit of wetlands wildlife; and

WHEREAS, Washoe County desires 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 244.8215 provides that the Board of County Commissioners may sell, lease or otherwise dispose of real property, including water rights, for the purpose of economic development without first offering the real property to the public.

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

1. The sale of the subject Water Rights will help to support the NRCS conservation easement program and to protect the sage grouse, groundwater recharge, wetlands and

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other wildlife in Winnemucca Ranch, Washoe County, Nevada, which, in turn, will create a significant public benefit for the residents of Washoe County; and

2. The sale of the subject Water Rights will help establish and expand the NRCS's public facilities and operations of its conservation easement program, which program will be used for open space, aesthetic values and environmental education to support the sage grouse populations, recharge groundwater tables, restore wetlands, and provide habitat for other wildlife species in Washoe County; and

3. The sale of subject Water Rights is a private and public partnership among Buckhorn Land & Livestock, LLC, the NRCS, Washoe County and businesses that will financially invest in and promote the economic sustainability of ranching and other related businesses to improve Washoe County's environment and economy.

4. The subject Water Rights shall hereby be sold to Buckhorn Land & Livestock, LLC without going through public auction and shall be sold for \$2,000,000.00.

ADOPTED this 17 day of June, 2014 by the following vote:

AYES: Humke, Weber, Jung, Benkbigler, Hartung

NAYS: none

ABSENT: none

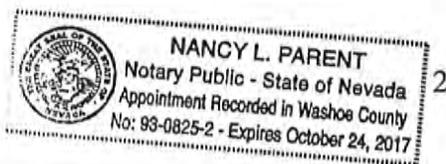
ABSTAIN: none

David Humke
David Humke, Chairman
Washoe County Commission

STATE OF Nevada)
COUNTY OF Washoe) ss:

On this 17th day of June 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



RESOLUTION

A RESOLUTION DECLARING WASHOE COUNTY'S INTENT AND APPROVAL TO OFFER A MEDIUM-TERM LOAN TO THE CITY OF RENO, NEVADA, FOR THE PURPOSE OF IMPLEMENTATION OF THE REGIONAL PERMITS SYSTEM.

WHEREAS, Washoe County has contemporaneously herewith approved the Interlocal Cooperative Agreement Establishing the Regional Business License and Permits Program ("Interlocal") between the cities of Reno and Sparks, the Washoe County Health District and Washoe County, providing for a shared regional software and constituent portal for permits and business license filing in the County; and

WHEREAS, the City of Reno has expressed a need for financing to support their implementation costs of this system; and

WHEREAS, the County is authorized by NRS 354.6118 to make a loan to another local government through a resolution approved at a public hearing; and

WHEREAS, the County has ascertained that sufficient funds are available in the Capital Facilities Fund to provide the resources for this loan; and

WHEREAS, the terms and conditions of the loan have been approved by both parties as set forth in the Interlocal; and

WHEREAS, the City of Reno has pledged the full faith and credit of the City for repayment of this loan and has provided the County a contingent payment reserve through Capital Facilities Tax distributions to the City; and

WHEREAS, the Board of County Commissioners desires to approve the Loan.

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

Section 1: That it is in the public interest for the County to provide a loan facility to the City of Reno as described above based on the terms set forth below and in the Interlocal, which is incorporated herein by this reference, the funds for which are determined to be sufficient in the Capital Facilities Fund and this loan facility will not compromise the economic viability of the Capital Facilities Fund. The following terms shall apply:

- Maximum loan amount of \$475,222
- Loan disbursements over the startup and implementation period not to exceed 17 months
- Interest accruing monthly on the accumulated loan disbursements at an annual rate of 1.99%
- Loan repayment to commence 3 months after the system implementation or the 17 month period, whichever is shorter, and to be paid quarterly.
- Principal repayments to be on an even quarterly basis and interest rates calculated quarterly at an annual rate of 1.99%
- No penalties for early prepayment

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- In the event of default, the City of Reno's defaulted sum will be deducted from its share of the Capital Facilities Property Tax collected and distributed by the County pursuant to NRS 354.59815. The City of Reno grants in the Interlocal full authority and right to the County to accomplish this.

Section 2: That the County Comptroller be authorized to manage the loan disbursements, provide the City of Reno with loan statements, process the loan and interest payments and utilize the contingent payment reserve as needed.

Section 3: This Resolution shall be effective on passage and approval.

Upon motion by Commissioner, Hartung, seconded by
 Commissioner Jung, the foregoing Resolution was passed and
 adopted this 17th day of June, 2014 by the following vote:

AYES: Humke, Weber, Jung, Berkbigler & Hartung NAYS: none

ABSENT: none ABSTAIN: none

David Humke

David Humke, Chair
 Washoe County Board of Commissioners



ATTEST:
Nancy L. Parent
 Nancy Parent, County Clerk

RESOLUTION NO. _____

A RESOLUTION OF INTENT PROPOSING THE ISSUANCE OF AND AUTHORIZING THE PUBLICATION OF NOTICES RELATING TO WASHOE COUNTY, NEVADA, GENERAL OBLIGATION (LIMITED TAX) SEWER BONDS (ADDITIONALLY SECURED BY PLEDGED REVENUES) SERIES 2014 IN THE MAXIMUM PRINCIPAL AMOUNT OF \$24,000,000 FOR THE PURPOSE OF FINANCING SEWER PROJECTS BY EXCHANGING THE BONDS FOR PREVIOUSLY ISSUED BONDS OF THE COUNTY; PROVIDING OTHER MATTERS PROPERLY RELATED THERETO; AND PROVIDING THE EFFECTIVE DATE HEREOF.

WHEREAS, Washoe County in the State of Nevada (the "County" and the "State", respectively) is a county duly organized and created under the provisions of Nevada Revised Statutes ("NRS") Section 243.340; and

WHEREAS, the County now owns and operates a municipal sewer system, including sanitary sewer and storm sewer (the "Sewer System"); and

WHEREAS, the Board of County Commissioners of the County (the "Board") is authorized to acquire, improve, equip, operate and maintain sewer projects within the County, including facilities pertaining to the county sewerage system as provided in NRS 244A.0505 (the "Project"); and

WHEREAS, pursuant to NRS 244A.011 through 244A.065, inclusive, and pursuant to chapter 350 of NRS and all laws amendatory thereof which includes the Local Government Securities Laws, being NRS 350.500 through 350.720, and all laws amendatory thereof, the County is authorized to borrow money and to issue general obligation bonds of the County for the purpose of defraying wholly or in part the cost of the Project; and

WHEREAS, the Board proposes to issue up to \$24,000,000 of the County's general obligation (limited tax) sewer bonds additionally secured by pledged revenues (the "Bonds") in exchange for certain bonds previously issued by the County; and

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WHEREAS, such Bonds will be additionally secured by a pledge of net revenues of the County's Sewer System (the "Pledged Revenues"); and

WHEREAS, based on a revenue study previously provided to the Board, the Board made a finding (the "Finding") that the Pledged Revenues will at least equal the amount required in each year for the payment of interest on and principal of the Bonds; and

WHEREAS, the Board proposes to incur this general obligation without an election unless a petition signed by the requisite number of registered voters of the County who together with any corporate petitioners represent the requisite assessed value of the taxable property of the County is presented to the Board requiring the Board to submit to the qualified electors of the County for their approval or disapproval the following proposal:

GENERAL OBLIGATION SEWER BOND ADDITIONALLY SECURED BY PLEDGED REVENUES PROPOSAL:

Shall the Board of County Commissioners of Washoe County in the State of Nevada, be authorized to incur a general obligation indebtedness on behalf of the County by the issuance at one time, or from time to time, of the County's general obligation (limited tax) sewer bonds, in one series or more, in the aggregate principal amount of not exceeding \$24,000,000 for the purpose of financing and refinancing, wholly or in part, the acquisition, construction, improvement and equipment of sewer projects, including, but not limited to, facilities pertaining to a County sewerage system as provided in NRS 244A.0505, the bonds to mature commencing not later than five (5) years from the date or respective dates of the bonds and ending not later than thirty (30) years therefrom, to bear interest at a rate or rates not in excess of the statutory maximum rate in effect at the time bonds are sold, to be payable from general (ad valorem) taxes (except to the extent pledged revenues and other moneys are available therefor), and to be issued and sold at par, or below or above par, and otherwise in such manner, upon such terms and conditions, and with such other detail as the Board may determine, including at its option but not necessarily limited to provisions for the redemption of bonds prior to maturity without or with the payment of a premium?

(the "Proposal"); and

WHEREAS, pursuant to NRS 350.011 to 350.0165, inclusive, the Board has submitted the Proposal to the Debt Management Commission of Washoe County (the "Commission"); and

WHEREAS, the Commission has approved the Proposal and the Finding; and

WHEREAS, subsection 3 of NRS 350.020 in effect provides that if the payment of a general obligation of the County is additionally secured by a pledge of the net revenues, and the governing body (i.e., the Board) determines that the pledged revenues will at least equal the amount required in each year for the payment of interest and principal, the County may incur the general obligation without an election, unless a petition requesting an election signed by not less than 5% of the registered voters in the County is presented to the Board within 90 days after the publication of a notice of the adoption of this resolution of intent; and

WHEREAS, Subsection 3 of NRS 350.020 also requires that a public hearing be held before the Bonds are issued.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF WASHOE, NEVADA:

Section 1. This resolution shall be known as and may be cited by the short title "Resolution of Intent to Issue 2014 Sewer Bonds" (this "Resolution").

Section 2. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Board and the officers of the Board directed:

- (a) Toward the Project to be financed by the Bonds; and
- (b) Toward the issuance of the Bonds to defray, in part, the cost thereof, be, and the same hereby is, ratified, approved and confirmed.

Section 3. The County and the officers of the County be, and they hereby are, authorized and directed to publish a notice of the adoption of the resolution of intent relating to the Board's proposal to issue the Bonds in a newspaper of general circulation in the County, at least once, such notice to be published in substantially the following form:

(Form of Notice of Resolution of Intent)

NOTICE OF THE INTENT OF THE BOARD OF COUNTY COMMISSIONERS OF WASHOE COUNTY, NEVADA, TO ISSUE GENERAL OBLIGATION (LIMITED TAX) SEWER BONDS OF THE COUNTY ADDITIONALLY SECURED BY PLEDGED REVENUES

NOTICE IS HEREBY GIVEN that the Board of the County Commissioners of Washoe County (the "Board" and the "County"), Nevada, by a resolution, passed, adopted and approved on June 17, 2014, and designated in Section 1 thereof by the short title "Resolution of Intent to Issue 2014 Sewer Bonds" has proposed the issuance of the County's General Obligation (Limited Tax) Sewer Bonds (Additionally Secured by Pledged Revenues) (the "Bonds") designated below, as follows:

GENERAL OBLIGATION SEWER BOND ADDITIONALLY SECURED BY PLEDGED REVENUES PROPOSAL:

Shall the Board of County Commissioners of Washoe County in the State of Nevada, be authorized to incur a general obligation indebtedness on behalf of the County by the issuance at one time, or from time to time, of the County's general obligation (limited tax) sewer bonds, in one series or more, in the aggregate principal amount of not exceeding \$24,000,000 for the purpose of financing and refinancing, wholly or in part, the acquisition, construction, improvement and equipment of sewer projects, including, but not limited to, facilities pertaining to a County sewerage system as provided in NRS 244A.0505, the bonds to mature commencing not later than five (5) years from the date or respective dates of the bonds and ending not later than thirty (30) years therefrom, to bear interest at a rate or rates not in excess of the statutory maximum rate in effect at the time bonds are sold, to be payable from general (ad valorem) taxes (except to the extent pledged revenues and other moneys are available therefor), and to be issued and sold at par, or below or above par, and otherwise in such manner, upon such terms and conditions, and with such other detail as the Board may determine, including at its option but not necessarily limited to provisions for the redemption of bonds prior to maturity without or with the payment of a premium?

(the "Proposal"); and

The above Proposal was approved by the Debt Management Commission of Washoe County, Nevada.

The Board has determined that the Bonds to be issued for the purpose of financing and refinancing the acquisition, improvement, equipment, operation and maintenance of a sewer project within the County, including, but not limited to facilities pertaining to the county sewerage system for the collection, interception, transportation, treatment, purification and disposal of sewage, liquid wastes, solid wastes, night soil and industrial wastes, including a drainage and flood control project as provided in NRS 244.0505 (as further described in the above Proposal) will be additionally secured by a pledge of the "pledged revenues," which include the net revenues of the County's sewer system, including sanitary sewer and storm sewer. The Board has, in addition, determined, based upon a revenue study, that the net pledged revenues will at least equal the amount required in each year for the payment of the interest on and the principal of the Bonds.

Based upon this determination, the Board intends to incur this general obligation as set forth above without an election as provided in subsection 3 of Section 350.020, Nevada Revised Statutes, unless within ninety (90) days after the publication of this notice a petition requesting an election is presented to the Board signed by not less than five percent (5%) of the registered voters of the County. The number of registered voters is to be determined as of the close of registration for the last preceding general election.

At a meeting or meetings of the Board, the Board shall proceed to adopt an ordinance or ordinances authorizing the issuance of the Bonds which shall be effective not earlier than ninety (90) days after the publication of this notice. Such ordinance or ordinances authorizing the issuance of the Bonds will be effective unless prior to 5:00 p.m. on September 18, 2014, a petition is presented to the Board asking for an election upon the question of whether the proposed general obligations shall be incurred. The petition for an election herein referred to may be presented to the Board at any time prior to the expiration of ninety (90) days after the publication of this notice. In the event such petition is presented, no such ordinance or ordinances shall be effective except pursuant to an election called and held for such purpose and carried by a majority of the votes cast. In the event no such petition is presented, the Bonds will be authorized as described above. The ordinance or ordinances authorizing the Bonds will, in addition, contain provisions for additionally securing the payment of the general obligations by pledging the net pledged revenues designated above and in the Proposal to the payment of the Bonds.

The authority to issue the Bonds if conferred at an election or if conferred by the fact no petition is presented to the Board requesting such an election within ninety (90) days of the date of publication hereof shall be deemed to be a continuing authority and the Board shall be authorized to sell the Bonds at such time or times and upon such terms and conditions as it deems proper in accordance with the provisions of the Proposal and the laws of the State of Nevada.

All persons interested are hereby advised that further information regarding the project to be financed by the Bonds, the Bonds and the revenues to be pledged to the Bonds, and all proceedings in the premises, are on file in the office of the County Clerk, 1001 east Ninth Street, Building A, Reno, Nevada, and can be seen and examined by the interested persons during the regular office hours of the Clerk.

The determination by the Board that the net pledged revenues will at least equal the amount required in each year for the payment of interest and principal on the Bonds becomes conclusive on the last day for filing the petition, i.e., on September 18, 2014 at 5:00 p.m.

BY ORDER of the Board of County Commissioners of Washoe County, Nevada.

DATED this June 17, 2014.

PUBLICATION DATE: June 20, 2014

/s/ Nancy Parent
County Clerk

(End of Form of Notice)

Section 4 The County Clerk is authorized and directed to publish once, at least 10 days before the date of the public hearing described in the following notice, in a newspaper of general circulation in the County a notice of public hearing, at least as large as 5 inches high by 4 inches wide, in substantially the following form:

(Form of Notice of Public Hearing)

NOTICE OF PUBLIC HEARING ON THE INTENT OF THE BOARD OF COUNTY COMMISSIONERS OF WASHOE COUNTY, NEVADA, TO ISSUE GENERAL OBLIGATION (LIMITED TAX) SEWER BONDS (ADDITIONALLY SECURED BY PLEDGED REVENUES).

NOTICE IS HEREBY GIVEN that the Board of County Commissioners (the "Board") of Washoe County (the "County"), Nevada, by a resolution, passed, adopted, signed and approved on June 17, 2014, has proposed the issuance of the County's General Obligation (Limited Tax) Sewer Bonds (Additionally Secured by Pledged Revenues) (the "Bonds") designated below, as follows:

GENERAL OBLIGATION SEWER BOND ADDITIONALLY SECURED BY PLEDGED REVENUES PROPOSAL:

Shall the Board of County Commissioners of Washoe County in the State of Nevada, be authorized to incur a general obligation indebtedness on behalf of the County by the issuance at one time, or from time to time, of the County's general obligation (limited tax) sewer bonds, in one series or more, in the aggregate principal amount of not exceeding \$24,000,000 for the purpose of financing and refinancing, wholly or in part, the acquisition, construction, improvement and equipment of sewer projects, including, but not limited to, facilities pertaining to a County sewerage system as provided in NRS 244A.0505, the bonds to mature commencing not later than five (5) years from the date or respective dates of the bonds and ending not later than thirty (30) years therefrom, to bear interest at a rate or rates not in excess of the statutory maximum rate in effect at the time bonds are sold, to be payable from general (ad valorem) taxes (except to the extent pledged revenues and other moneys are available therefor), and to be issued and sold at par, or below or above par, and otherwise in such manner, upon such terms and conditions, and with such other detail as the Board may determine, including at its option but not necessarily limited to provisions for the redemption of bonds prior to maturity without or with the payment of a premium?

(the "Proposal"); and

The above Proposal was previously approved by the Debt Management Commission of Washoe County, Nevada.

The County has determined that the Bonds to be issued for the purpose of financing and refinancing the acquisition, improvement, equipment, operation and maintenance of a sewer project within the County, including, but not limited to facilities pertaining to the county sewerage system for the collection, interception, transportation, treatment, purification and disposal of sewage, liquid wastes, solid wastes, night soil and industrial wastes, including a drainage and flood control project as provided in NRS 244.0505 and as further described in the above Proposal, will be additionally secured by a pledge of net revenues which include the net revenues of the County's sanitary sewer and storm sewer system (the "Pledged Revenues"). The County has, in addition, determined that the Pledged Revenues will at least equal the amount required in each year for the payment of the interest on and the principal of the Bonds.

All persons interested are hereby advised that the Board will hold a public hearing on the Proposal on July 8, 2014, at 6:00 p.m., at the Washoe County Administration Complex, 1001 East Ninth Street, Reno, Nevada. All persons are invited to attend and to be heard regarding the Proposal. Further information regarding the Proposal, the Project to be financed by the Bonds, the Bonds and the revenues to be pledged to the Bonds, and all proceedings, are on file in the Office of the County Clerk, 1001 East Ninth Street, Building A, Reno, Nevada, and can be seen and examined by the interested persons during the regular office hours of the County.

BY ORDER of the Board of County Commissioners, Washoe County, Nevada.

DATED this June 17, 2014.

PUBLICATION DATE: June 20, 2014.

/s/ _____ Nancy Parent
County Clerk, Washoe County, Nevada

(End of Form of Notice of Public Hearing)

Section 5. A public hearing on the Bonds is hereby ordered to be held before the Board at the time, date and place specified in the notice set forth in Section 4 hereof, or as otherwise specified by the Comptroller of the County.

Section 6. The Bonds, in the event no petition is filed during the period allowed by NRS 350.020(3), shall be authorized by an ordinance or ordinances to be effective after the expiration of the above specified period of publication.

Section 7. The authority to issue the Bonds designated in the Proposal set forth in the notice shall be deemed and considered a continuing authority to issue and deliver the Bonds designated in such Proposal at one time or from time to time, in one series or in more than one series, all as ordered by the Board. Neither the partial exercise of the authority so conferred nor the lapse of time shall be considered as exhausting or limiting the full authority so conferred.

Section 8. The officers of the Board be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this resolution.

Section 9. All resolutions, or parts thereof, in conflict with the provisions of this resolution, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution, or part thereof, heretofore repealed.

Section 10. If any section, paragraph, clause or other provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this resolution.

Section 11. This resolution shall become effective and be in force immediately upon its adoption.

PASSED AND APPROVED this June 17, 2014.



County Clerk

Dancy L. Parent

County Clerk

Paul [Signature]

Chairman
Board of County Commissioners

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

I am the duly chosen, qualified and acting Clerk of Washoe County (the "County"), Nevada (the "County"), do hereby certify:

1. The foregoing pages constitute a true, correct and compared copy of a resolution of the Board of County Commissioners (the "Board") adopted at a regular meeting of the Board held on June 17, 2014, and the original of such resolution has been approved and authenticated by the signature of the Chairman of the Board and myself as Clerk, and has been recorded in the minute book of the Board kept for that purpose in my office, which record has been duly signed by such officers and properly sealed.

2. The members of the Board were present at the meeting and voted on the resolution as follows:

Those Voting Aye:	Marsha Berkbigler David Humke Kitty Jung Vaughn Hartung Bonnie Weber
-------------------	---

Those Voting Nay:	<u>none</u>
-------------------	-------------

Those Absent:	<u>Weber, Bonnie</u>
---------------	----------------------

3. All members of the Board were given due and proper notice of such meeting.

4. Public notice of such meeting was given and such meeting was held and conducted in full compliance with the provisions of NRS 241.020. A copy of the notice of meeting and excerpt from the agenda for the meeting relating to the resolution, as posted no later than 9:00 a.m. on the third working day prior to the meeting, on the County's website, and at the following locations:

- (i) Washoe County Administration Complex
1001 East Ninth Street, Building A
Reno, Nevada
- ii) Washoe County Courthouse
Second Judicial District Court
75 Court Street
Reno, Nevada
- (iii) Washoe County Central Library
301 South Center Street
Reno, Nevada
- (iv) Sparks Justice Court
1675 East Prater Way
Sparks, Nevada

is attached as Exhibit A.

5. Prior to 9:00 a.m. at least 3 working days before such meeting, such notice was mailed to each person, if any, who has requested notices of meetings of the Board in compliance with NRS 241.020(3)(b) by United States Mail, or if feasible and agreed to by the requestor, by electronic mail.

6. A copy of the Affidavit of Publication of the Notice of Intent is attached as Exhibit B. A copy of the Affidavit of Publication of the Notice of Public Hearing is attached as Exhibit C.

IN WITNESS WHEREOF, I have hereunto set my hand this June 17, 2014.

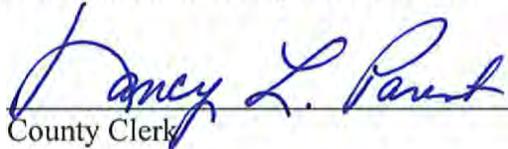

County Clerk

EXHIBIT A

(Attach Copy of Notice of Meeting)

EXHIBIT B

(Attach Affidavit of Publication of Notice of Resolution of Intent)

WASHOE COUNTY
COMPTROLLER

RENO NEWSPAPERS INC

Publishers of

Reno Gazette-Journal

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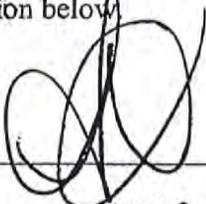
WASHOE CO
PO BOX 11130
RENO NV 89520-0027

Customer Acct# 349008
PO# Notice of Intent
Ad# 2000035359
Legal Ad Cost \$370.00

STATE OF NEVADA
COUNTY OF WASHOE

Being first duly sworn, deposes and says: That as the legal clerk of the Reno Gazette-Journal, a daily newspaper of general circulation published in Reno, Washoe County, State of Nevada, that the notice referenced below has published in each regular and entire issue of said newspaper between the dates: **6/20/2014 - 6/20/2014**, for exact publication dates please see last line of Proof of Publication below

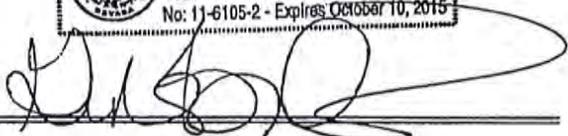
Signed: _____



JUN 20 2014

Subscribed and sworn to before me

GINA BRILES
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 11-6105-2 - Expires October 10, 2015



Proof of Publication

NOTICE OF THE INTENT OF THE BOARD OF COUNTY COMMISSIONERS OF WASHOE COUNTY, NEVADA, TO ISSUE GENERAL OBLIGATION (LIMITED TAX) SEWER BONDS OF THE COUNTY ADDITIONALLY SECURED BY PLEDGED REVENUES NOTICE IS HEREBY GIVEN that the Board of the County Commissioners of Washoe County (the "Board" and the "County"), Nevada, by a resolution, passed, adopted and approved on June 17, 2014, and designated in Section 1 thereof by the short title "Resolution of Intent to Issue 2014 Sewer Bonds" has proposed the issuance of the County's General Obligation (Limited Tax) Sewer Bonds (Additionally Secured by Pledged Revenues) (the "Bonds") designated below, as follows: GENERAL OBLIGATION SEWER BOND ADDITIONALLY SECURED BY PLEDGED REVENUES PROPOSAL: Shall the Board of County Commissioners of Washoe County in the State of Nevada, be authorized to incur a general obligation indebtedness on behalf of the County by the issuance at one time, or from time to time, of the County's general obligation (limited tax) sewer bonds, in one series or more, in the aggregate principal amount of not exceeding \$24,000,000 for the purpose of financing and refinancing, wholly or in part, the acquisition, construction, improvement and equipment of sewer projects, including, but not limited to, facilities pertaining to a County sewerage system as



NOTICE OF THE INTENT OF THE BOARD OF COUNTY COMMISSIONERS OF WASHOE COUNTY, NEVADA, TO ISSUE GENERAL OBLIGATION (LIMITED TAX) SEWER BONDS OF THE COUNTY ADDITIONALLY SECURED BY PLEDGED REVENUES

NOTICE IS HEREBY GIVEN that the Board of the County Commissioners of Washoe County (the "Board" and the "County"), Nevada, by a resolution, passed, adopted and approved on June 17, 2014, and designated in Section 1 hereof by the short title "Resolution of Intent to Issue 2014 Sewer Bonds" has proposed the issuance of the County's General Obligation (Limited Tax) Sewer Bonds (Additionally Secured by Pledged Revenues) (the "Bonds") designated below, as follows:

GENERAL OBLIGATION SEWER BOND ADDITIONALLY SECURED BY PLEDGED REVENUES PROPOSAL:

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The above Proposal was approved by the Debt Management Commission of Washoe County, Nevada.

The Board has determined that the Bonds to be issued for the purpose of financing and refinancing the acquisition, improvement, equipment, operation and maintenance of a sewer project within the County, including, but not limited to facilities pertaining to the county sewerage system for the collection, interception, transportation, treatment, purification and disposal of sewage, liquid wastes, solid wastes, night soil and industrial wastes, including a drainage and flood control project as provided in NRS 244.0505 (as further described in the above Proposal) will be additionally secured by a pledge of the "pledged revenues," which include the net revenues of the County's sewer system, including sanitary sewer and storm sewer. The Board has, in addition, determined, based upon a revenue study, that the net pledged revenues will at least equal the amount required in each year for the payment of the interest on and the principal of the Bonds.

Based upon this determination, the Board intends to incur this general obligation as set forth above without an election as provided in subsection 3 of Section 350.020, Nevada Revised Statutes, unless within ninety (90) days after the publication of this notice a petition requesting an election is presented to the Board signed by not less than five percent (5%) of the registered voters of the County. The number of registered voters is to be determined as of the close of registration for the last preceding general election.

At a meeting or meetings of the Board, the Board shall proceed to adopt an ordinance or ordinances authorizing the issuance of the Bonds which shall be effective not earlier than ninety (90) days after the publication of this notice. Such ordinance or ordinances authorizing the issuance of the Bonds will be effective unless prior to 5:00 p.m. on September 18, 2014, a petition is presented to the Board asking for an election upon the question of whether the proposed general obligations shall be incurred. The petition for an election herein referred to may be presented to the Board at any time prior to the expiration of ninety (90) days after the publication of this notice. In the event such petition is presented, no such ordinance or ordinances shall be effective except pursuant to an election called and held for such purpose and carried by a majority of the votes cast. In the event no such petition is presented, the Bonds will be authorized as described above. The ordinance or ordinances authorizing the Bonds will, in addition, contain provisions for additionally securing the payment of the general obligations by pledging the net pledged revenues designated above and in the Proposal to the payment of the Bonds.

The authority to issue the Bonds if conferred at an election or if conferred by the fact no petition is presented to the Board requesting such an election within ninety (90) days of the date of publication hereof shall be deemed to be a continuing authority and the Board shall be authorized to sell the Bonds at such time or times and upon such terms and conditions as it deems proper in accordance with the provisions of the Proposal and the laws of the State of Nevada.

All persons interested are hereby advised that further information regarding the project to be financed by the Bonds; the Bonds and the revenues to be pledged to the Bonds, and all proceedings in the premises, are on file in the office of the County Clerk, 1001 East Ninth Street, Building A, Reno, Nevada, and can be seen and examined by the interested persons during the regular office hours of the Clerk.

The determination by the Board that the net pledged revenues will at least equal the amount required in each year for the payment of interest and principal on the Bonds becomes conclusive on the last day for filing the petition, i.e., on September 18, 2014 at 5:00 p.m.

DATED this June 18, 2014.

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

No. 35359 June 20, 2014

3570

provided in NRS 244A.0505, the bonds to mature commencing not later than five (5) years from the date or respective dates of the bonds and ending not later than thirty (30) years therefrom, to bear interest at a rate or rates not in excess of the statutory maximum rate in effect at the time bonds are sold, to be payable from general (ad valorem) taxes (except to the extent pledged revenues and other moneys are available therefor), and to be issued and sold at par, or below or above par, and otherwise in such manner, upon such terms and conditions, and with such other detail as the Board may determine, including at its option but not necessarily limited to provisions for the redemption of bonds prior to maturity without or with the payment of a premium? (the "Proposal"); and The above Proposal was approved by the Debt Management Commission of Washoe County, Nevada. The Board has determined that the Bonds to be issued for the purpose of financing and refinancing the acquisition, improvement, equipment, operation and maintenance of a sewer project within the County, including, but not limited to facilities pertaining to the county sewerage system for the collection, interception, transportation, treatment, purification and disposal of sewage, liquid wastes, solid wastes, night soil and industrial wastes, including a drainage and flood control project as provided in NRS 244.0505 (as further described in the above Proposal) will be additionally secured by a pledge of the "pledged revenues," which include the net revenues of the County's sewer system, including sanitary sewer and storm sewer. The Board has, in addition, determined, based upon a revenue study, that the net pledged revenues will at least equal the amount required in each year for the payment of the interest on and the principal of the Bonds. Based upon this determination, the Board intends to incur this general obligation as set forth above without an election as provided in subsection 3 of Section 350.020, Nevada Revised Statutes, unless within ninety (90) days after the publication of this notice a petition requesting an election is presented to the Board signed by not less than five percent (5%) of the registered voters of the County. The number of registered voters is to be determined as of the close of registration for the last preceding general election. At a meeting or meetings of the Board, the Board shall proceed to adopt an ordinance or ordinances authorizing the issuance of the Bonds which shall be effective not earlier than ninety (90) days after the publication of this notice. Such ordinance or ordinances authorizing the issuance of the Bonds will be effective unless prior to 5:00 p.m. on September 18, 2014, a petition is presented to the Board asking for an election upon the question of whether the proposed general obligations shall be incurred. The petition for an election herein referred to may be presented to the Board at any time prior to the expiration of ninety (90) days after the publication of this notice. In the event such petition is presented, no such ordinance or ordinances shall be effective except pursuant to an election called and held for such purpose and carried by a majority of the votes cast. In the event no such petition is presented, the Bonds will be authorized as described above. The ordinance or ordinances authorizing the Bonds will, in addition, contain provisions for additionally securing the payment of the general obligations by pledging the net pledged revenues designated above and in the Proposal to the payment of the Bonds. The authority to issue the Bonds if conferred at an election or if conferred by the fact no petition is presented to the Board requesting such an election within ninety (90) days of the date of publication hereof shall be deemed to be a continuing authority and the Board shall be authorized to sell the Bonds at such time or times and upon such terms and conditions as it deems proper in accordance with the provisions of the Proposal and the laws of the State of Nevada. All persons interested are hereby advised that further information regarding the project to be financed by the Bonds, the Bonds and the revenues to be pledged to the Bonds, and all proceedings in the premises, are on file in the office of the County Clerk, 1001 east Ninth Street, Building A, Reno, Nevada, and can be seen and examined by the interested persons during the regular office hours of the Clerk. The determination by the Board that the net pledged revenues will at least equal the amount required in each year for the payment of interest and principal on

the Bonds becomes conclusive on the last day for filing the petition, i.e., on September 18, 2014 at 5:00 p.m. DATED this June 18, 2014. NANCY PARENT, Washoe County Clerk and Clerk of the Board of County Commissioners No. 35359 June 20, 2014

EXHIBIT C

(Attach Affidavit of Publication of Notice of Public Hearing)

RENO NEWSPAPERS INC
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STATE OF NEVADA
COUNTY OF WASHOE

Signed by: AMERICA ACEVEDO

Being first duly sworn, deposes and says:
That as the legal clerk of the RENO
GAZETTE-JOURNAL, a daily newspaper
published in Reno, Washoe County,
State of Nevada, that the notice:

SEWER BONDS

has published in each regular and entire
issue of said newspaper on the following
dates to wit:
June 20, 2014

Signed: _____

Date: _____

Notary Public _____

PROOF OF PUBLICATION

SEE ATTACHED



NOTICE OF PUBLIC HEARING ON THE INTENT OF THE BOARD OF COUNTY COMMISSIONERS OF WASHOE COUNTY, NEVADA, TO ISSUE GENERAL OBLIGATION (LIMITED TAX) SEWER BONDS (ADDITIONALLY SECURED BY PLEDGED REVENUES).

NOTICE IS HEREBY GIVEN that the Board of County Commissioners (the "Board") of Washoe County (the "County"), Nevada, by a resolution, passed, adopted, signed and approved on June 17, 2014, has proposed the issuance of the County's General Obligation (Limited Tax) Sewer Bonds (Additionally Secured by Pledged Revenues) (the "Bonds") designated below, as follows:

GENERAL OBLIGATION SEWER BOND ADDITIONALLY SECURED BY PLEDGED REVENUES PROPOSAL:

Shall the Board of County Commissioners of Washoe County in the State of Nevada, be authorized to incur a general obligation indebtedness on behalf of the County by the issuance at one time, or from time to time, of the County's general obligation (limited tax) sewer bonds, in one series or more, in the aggregate principal amount of not exceeding \$24,000,000 for the purpose of financing and refinancing, wholly or in part, the acquisition, construction, improvement and equipment of sewer projects, including, but not limited to, facilities pertaining to a County sewerage system as provided in NRS 244A.0505, the bonds to mature commencing not later than five (5) years from the date or respective dates of the bonds and ending not later than thirty (30) years therefrom, to bear interest at a rate or rates not in excess of the statutory maximum rate in effect at the time bonds are sold, to be payable from general (ad valorem) taxes (except to the extent pledged revenues and other moneys are available therefor), and to be issued and sold at par, or below or above par, and otherwise in such manner, upon such terms and conditions, and with such other detail as the Board may determine, including at its option but not necessarily limited to provisions for the redemption of bonds prior to maturity without or with the payment of a premium? (the "Proposal"); and

The above Proposal was previously approved by the Debt Management Commission of Washoe County, Nevada.

The County has determined that the Bonds to be issued for the purpose of financing and refinancing the acquisition, improvement, equipment, operation and maintenance of a sewer project within the County, including, but not limited to facilities pertaining to the county sewerage system for the collection, interception, transportation, treatment, purification and disposal of sewage, liquid wastes, solid wastes, night soil and industrial wastes, including a drainage and flood control project as provided in NRS 244.0505 and as further described in the above Proposal, will be additionally secured by a pledge of net revenues which include the net revenues of the County's sanitary sewer and storm sewer system (the "Pledged Revenues"). The County has, in addition, determined that the Pledged Revenues will at least equal the amount required in each year for the payment of the interest on and the principal of the Bonds.

All persons interested are hereby advised that the Board will hold a public hearing on the Proposal on **July 8, 2014, at 6:00 p.m.**, at the Washoe County Administration Complex, 1001

East Ninth Street, Reno, Nevada. All persons are invited to attend and to be heard regarding the Proposal. Further information regarding the Proposal, the Project to be financed by the Bonds, the Bonds and the revenues to be pledged to the Bonds, and all proceedings, are on file in the Office of the County Clerk, 1001 East Ninth Street, Building A, Reno, Nevada, and can be seen and examined by the interested persons during the regular office hours of the County.

DATED this June 18, 2014.

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

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

THIS INTERLOCAL AGREEMENT, hereinafter referred to as "Agreement", is made and entered by and between the County of Washoe, a political subdivision of the State of Nevada, on behalf of the Washoe County Sheriff's Office, 911 Parr Boulevard, Reno, NV 89512, hereinafter the "WCSO", the Truckee Meadows Fire Protection District, 1001 E. 9th St., Reno, NV 89520, hereinafter "TMFPD", and the North Lake Tahoe Fire Protection District, 866 Oriole Way, Incline Village, NV 89451, hereinafter the "NLTFPD". TMFPD, and NLTFPD, may be collectively referred to as the "Fire Districts." The parties to this agreement also may be referred to as "participating agency" or "participating agencies."

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

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

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

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

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

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

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

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

1. **TERM:** This Agreement shall commence upon acceptance by all parties and shall terminate on June 30, 2015.
2. **TERMINATION:** Any party may terminate this Agreement without cause, solely as to its duty and obligation hereunder, upon 90 days written notice to all other parties. Any party may

INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING
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terminate this Agreement for cause, solely as to its duty and obligation hereunder, after 30 days written notice to the defaulting party (ies) only if the defaulting party (ies) fails to cure the default within those 30 days. The notice shall specify the cause alleged as the basis for said termination. In the event any party terminates this Agreement for cause, the Agreement shall remain in force and effect with other parties who have not taken action to terminate.

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

A. Aircraft and Equipment:

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

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

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

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

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

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

10. The FIRE DISTRICT that requests use of Helicopter shall provide a helicopter manager, either a FIRE DISTRICTS employee or through a cooperative agreement with another agency, anytime a helicopter is requested from the WCSO under the terms of this Agreement. If the requesting FIRE DISTRICT is unable to provide a helicopter manager, the WCSO shall provide one. The cost for the helicopter Manager, if provided by WCSO, shall be borne by FIRE DISTRICT.

B. Operations

1. The FIRE DISTRICTS shall appoint a designated helicopter manager for all operations for which a helicopter is requested pursuant to this Agreement. If no FIRE DISTRICT helicopter manager is available for response, the WCSO shall provide the helicopter manager. The helicopter manager shall be responsible for the administrative and tactical functions of the aircraft. Although the FIRE DISTRICTS may select a helicopter manager based on its own selection criteria, the FIRE DISTRICTS will consult with the WCSO regarding the Selection.

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

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

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

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

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

C. Availability As follows:

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

- a. Immediate Response: The helicopter shall be available for immediate response during designated "Red Flag" days. "Red Flag" days shall be defined as those days that the National Weather Service has issued a "Red Flag" warning for any area under the FIRE DISTRICTS' responsibility. For the purposes of this Agreement, the phrase "immediate response" shall mean the helicopter is in flight within fifteen (15) minutes of receipt of the contact by the WCSO from the FIRE DISTRICTS requesting such equipment's dispatch.
- b. Standby Time: The helicopter will be available four (4) days per week, ten (10) hours per day. The duty hours will be coordinated with the FIRE DISTRICTS to maximize coverage for the critical burn hours. Sunset will be taken into consideration for operational hours as the WCSO will not be qualified to fight fires at night during the period of this Agreement. The "designated days" of the week will be at the discretion of the WCSO. The response time shall be no more than thirty (30) minutes from notification of the WCSO by the FIRE DISTRICTS requesting such dispatch. For "Red Flag" days that fall outside of a designated four (4) day work week, the

INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING
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WCSO shall staff the helicopter for immediate response if requested and for an additional cost as hereinafter set forth.

- c. The helicopter may be made available each day for recall for hours that fall outside of the WCSO's designated work week hours. This recall status will be available for an additional cost. For the purposes of this Agreement, "recall" shall mean the pilot is being recalled from an off-duty status and will respond to the hanger. The helicopter will be staffed and in flight within one (1) hour of notification of the designated recall pilot.
- d. Time Schedules: The FIRE DISTRICTS and the WCSO, in cooperation with the other involved fire departments and districts will meet and mutually agree on duty hours prior to the start of the fire season.

2. The WCSO shall provide immediate notification to the FIRE DISTRICTS' Chief of Operations of any inability of the WCSO to provide the designated personnel and equipment pursuant to the terms and conditions of this Agreement.

3. The WCSO shall provide all necessary support for continuous, uninterrupted operation of the helicopter whenever required pursuant to the terms of this Agreement. This support shall include, but not be limited to, a staffed fuel truck and other services as required.

4. The WCSO may, at its sole discretion, when so requested by the FIRE DISTRICTS, make an additional helicopter (OH-58) available to the FIRE DISTRICTS for aerial observation. Such additional aircraft is subject to the immediate direction of the WCSO. The FIRE DISTRICTS may, at their discretion, request such additional aircraft on a call-when-needed basis when the FIRE DISTRICTS' incident commanders request additional firefighting resources. The FIRE DISTRICTS shall reimburse the WCSO for such call-when-needed aircraft in accordance with the terms of this Agreement. A qualified helicopter manager will be assigned to call-when-needed aircraft when available, but shall not delay a response.

5. When the FIRE DISTRICTS request the availability of an observation helicopter and it is made available by the WCSO, the FIRE DISTRICTS acknowledges that such OH-58 helicopters operated by the WCSO are not and will not be "carded" by the USFS or the BLM and therefore its costs do not qualify for reimbursement by FEMA.

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

D. Training

- 1. All pilots assigned to aircraft under this Agreement shall be trained in the policies, frequency plans and special safety issues of the FIRE DISTRICTS and Federal

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

firefighting aviation assets. This knowledge may, in the alternative, be gained by attending NDF/USFS/BLM Aviation safety meetings, pre-season inter-agency operations meetings and other such opportunities. The FIRE DISTRICTS shall make such opportunities available to the WCSO's pilots at no charge, cost or fees for such attendance and participation.

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

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

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

E. Communications:

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

2. This report shall include:

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

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

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

4. At the FIRE DISTRICTS' request, the WCSO personnel who participate in a response will attend any FIRE DISTRICTS' meetings to discuss the response to the

INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING
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incident subject to said attendance occurring during such personnel's regular duties days and hours.

F. Funding and Reimbursement:

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

- a. The TMFPD shall provide to the WCSO \$65,000 within 30 days of acceptance by all parties to this Agreement.
- b. The NLTFPD shall provide to the WCSO \$10,000 within 30 days of acceptance by all parties to this Agreement.

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

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

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

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

- a. A request to be available for immediate response shall generate a surcharge of \$100 per hour (\$152 per hour on a holiday) to be paid to the WCSO by the FIRE DISTRICTS. The requesting FIRE DISTRICT shall pay \$100 per hour of this surcharge. The remaining quarter shall be paid by the Washoe

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County Fire Suppression Budget. Holidays will be defined in accordance with the Washoe County Deputies Association contract with the County.

- b. When WCSO personnel operate aircraft at the request of a FIRE DISTRICT, then that FIRE DISTRICT is solely responsible for the surcharge of \$100 per hour (\$152 per hour on a holiday). Holidays will be defined in accordance with the Washoe County Deputies Association contract with the County.
- c. When any one or more of the FIRE DISTRICTS request the WCSO to guarantee availability of a pilot at times outside of the WCSO's designated work week hours (i.e, "immediate availability" not desired but rather on "standby" with a pager, e.g.), the FIRE DISTRICTS shall pay to the WCSO a surcharge of \$9.25 per hour per person (\$14.00 on a holiday). This surcharge is mandated in accordance with Washoe County Deputies Association contract with the WCSO, specifically ¼ hour pay per hour of "stand-by time." The FIRE DISTRICTS must notify the WCSO Aviation Unit manager 8 hours prior to the desired recall period to determine pilot availability and provide proper prior notice and crew rest to the designated pilot. The FIRE DISTRICTS shall each pay ½ of this surcharge. The remaining quarter is to be paid by the Washoe County Fire Suppression Budget. When said pilot is then requested for immediate availability, or requested to operate aircraft, then this standby status is terminated along with this surcharge and the surcharge rate in paragraph 3.F.3.b immediately above applies.
- d. The FIRE DISTRICTS may request a pilot to respond outside of the WCSO's designated work week hours but without designating a pilot for standby; however the WCSO will not guarantee a response in such event.
- e. If a fuel truck is requested by a FIRE DISTRICT to respond to a fire, the requesting FIRE DISTRICT is solely responsible for and shall pay \$37 per hour (\$55 per hour on a holiday) for the driver. The requesting FIRE DISTRICT shall pay – in addition - \$1.00 per mile from the Reno-Stead Airport to and from any staging area. For any training activities provided to the FIRE DISTRICTS in which the fuel truck is requested, the rates in this paragraph apply and shall be equally shared by the FIRE DISTRICTS participating in the training. These rates include fuel.
- f. If the requesting FIRE DISTRICT is unable to provide a helicopter manager and WCSO provides one, the requesting FIRE DISTRICT shall pay \$37 per hour (\$55 on a holiday) for the helicopter manager.
- g. The WCSO Aviation Unit Manager or his designee shall prepare, during each month during the term of this Agreement when a reimbursement is due, a month-end invoice detailing services rendered and the associated costs in

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accordance with this Agreement. A copy of any backup documentation will be provided to the FIRE DISTRICTS when requested of the WCSO Finance Liaison Officer.

- h. The FIRE DISTRICTS shall remit to the WCSO full payment within 30 days of receipt of the invoice, which payment shall be by a check made out to the Washoe County Sheriff's Office, RAVEN program.

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

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

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

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

8. **INSPECTION & AUDIT.**

A. Books and Records.

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

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B. Inspection & Audit.

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

C. Period of Retention.

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

9. **LIABILITY OF PARTICIPATING AGENCIES**

- A. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, each participating agency agrees to indemnify, hold harmless and defend the other participating agencies, their officers, employees and agents from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful act or omissions of the participating agency, its officers, employees and agents arising out of the performance of this Agreement. Each agency may assert all available defenses, including but not limited to the defense of sovereign immunity as appropriate in all cases. Each agency's obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035.
- B. Each participating agency shall be responsible for, and the other agencies shall have no obligations with respect to the following:
1. Withholding income taxes, FICA or any other taxes or fees
 2. Industrial insurance
 3. Participation in any group insurance plans available to employees
 4. Participation or contribution by either the employing agency or the participating agencies to the Public Employees Retirement System
 5. Accumulation of vacation leave or sick leave
 6. Unemployment compensation coverage provided by the participating agencies

INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING
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- C. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, participating agencies shall indemnify and hold other participating agencies harmless from liability for damages, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. The employing agency's employees, agents, or representatives shall not be considered employees, agents or representatives of other participating agencies. Each agency will assert the defense of sovereign immunity as appropriate in all cases. Each agency's obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035.
- D. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, participating agencies shall indemnify and hold other participating agencies harmless for damage, or from liability for damages, resulting from the use of another agencies' equipment or vehicle while acting in official capacity in furtherance of this agreement. This excludes liability for damages arising from mechanical or other defects with the equipment or vehicles, for which the owning agency shall be responsible. Each agency will assert the defense of sovereign immunity as appropriate in all cases. Each agency's obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035.

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

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

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

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

WASHOE COUNTY
BOARD OF FIRE COMMISSIONERS

By: *David Humke*
David Humke, Chairman

Date: June 17, 2014

SEAL OF WASHOE COUNTY
ATTEST:
Dorothy L. Parent
County Clerk

BOARD OF FIRE COMMISSIONERS
TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

By: *David Humke*
David Humke, Chairman

Date: June 17, 2014

SEAL OF WASHOE COUNTY
ATTEST:
Dorothy L. Parent
County Clerk

FIRE CHIEF
NORTH LAKE TAHOE FIRE PROTECTION DISTRICT

By: _____
Michael Brown

Date: _____

ATTEST:

Administrative Clerk

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

RESOLUTION

A RESOLUTION DECLARING THE INTENT OF THE BOARD OF COUNTY COMMISSIONERS TO CHANGE THE BOUNDARY LINE BETWEEN WASHOE AND STOREY COUNTIES IN THE AREA OF THE TRUCKEE RIVER AND THE TAHOE RENO INDUSTRIAL PARK AS AUTHORIZED BY SB 272 OF THE 2013 NEVADA LEGISLATURE AND AS DESCRIBED IN SECTION 1.5 OF THE BILL AND OTHER MATTERS PROPERLY RELATED THERETO

WHEREAS, the Constitution of the State of Nevada provides the Nevada Legislature shall establish a system of county and township government (Art. 4, Sec. 25) and through Chapter 243 of the Nevada Revised Statutes, the Legislature established Washoe and Storey Counties and set their boundaries;

WHEREAS, the 2013 Nevada Legislature passed SB 272 which allows the changing of the boundary between Washoe and Storey Counties in two specific locations as described in the bill, and also authorizes Washoe and Storey Counties to effectuate the changes in the boundaries upon the adoption of resolutions by the respective boards of county commissioners before June 30, 2015;

WHEREAS, the sponsor of the SB 272 introduced an exhibit depicting the potential boundary line changes the bill authorizes and a copy is attached as Exhibit A;

WHEREAS, the exhibit shows that one of the boundary changes authorized would move into Storey County an area made up of 18 parcels north of the Truckee River and generally south of Interstate 80 corridor and near Storey County's Tahoe-Reno Industrial Center (TRI);

WHEREAS, Section 1.5 of SB 272 contains a precise legal description of the portion of the Washoe County Boundary that is authorized to be changed;

WHEREAS, the 9 parcels are owned by the owners of the Tahoe-Reno Industrial Center, 7 parcels are owned by the Union Pacific Railway Company, and 2 parcels are owned by the Nature Conservancy;

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WHEREAS, the above-referenced 18 parcels are presently within the jurisdiction of the Truckee Meadows Fire Protection District;

WHEREAS, in testimony given to the Nevada Senate Committee on Government Affairs on April 3, 2013, an agent of the Tahoe-Reno Industrial Center (TRI) established that TRI is a 167-square mile industrial center with \$50 million in infrastructure improvements including: paved roads and related structures, a \$4M sewer plant with a 1.2M gallon daily capacity, 4 water tanks with 5M gallon capacity, and a municipal services center including facilities for police and fire services;

WHEREAS, no similar such infrastructure improvements are presently and proximately available from Washoe County and its related government services districts for those parcels;

WHEREAS, cooperative and interlocal agreements between Storey County and Washoe County (and its related government services districts) whereby Storey County provides certain primary public safety services would be of benefit to the citizens and taxpayers of the Washoe County and its districts; and

WHEREAS, Paragraph 2 of Section 2 of SB 272 provides all taxes and pledged revenue in existence before July 1, 2013, must not be directly or indirectly modified in such a manner as to impair adversely any outstanding obligations of Washoe County, until all those obligations have been discharged in full or provision for their payment and redemption has been fully made and no such obligations exist;

NOW THEREFORE, be it resolved by the Board of Commissioners of Washoe County as follows:

1. Section 1.5 of SB 272 of the 2013 Nevada Legislature changing the legal description of the boundary of Washoe County is made effective by the adoption of this

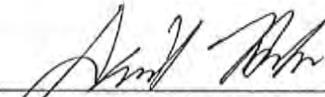
Resolution.

2. Section 1 of SB 272 of the 2013 Nevada Legislature changing the legal description of the boundary of Washoe County is not made effective by the adoption of this Resolution.

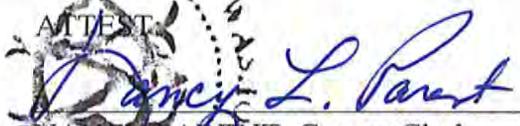
[Business Impact Note: The Board of County Commissioners hereby finds that this resolution does not impose a direct and significant economic burden upon a business, nor does it directly restrict the formation, operation or expansion of a business.]

ADOPTED this 17th day of June, 2014, by the following vote:

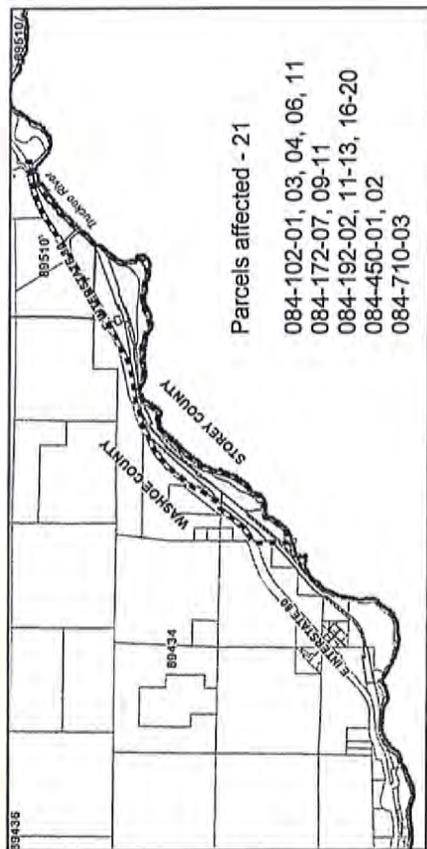
AYES: Humke, Jung & Berkbigler
NAYS: Weber & Hartung
ABSENT: none
ABSTAIN: none



David Humke, Chairman


ATTEST:


NANCY PARENT, County Clerk



Parcels affected - 21

- 084-102-01, 03, 04, 06, 11
- 084-172-07, 09-11
- 084-192-02, 11-13, 16-20
- 084-450-01, 02
- 084-710-03

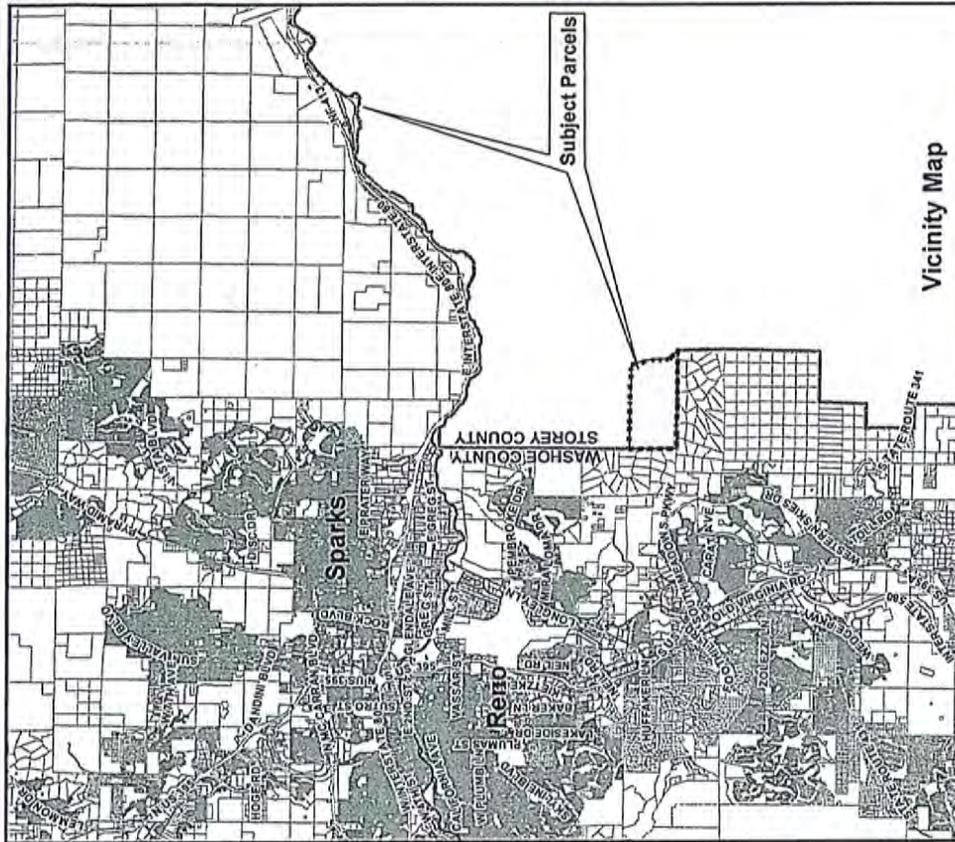
Proposed Storey County Land Acquisition



Proposed Washoe County Land Acquisition

Zip Code Boundary

SOURCE: WASHOE COUNTY TECHNOLOGY SERVICES-REGIONAL SERVICES DIVISIONS



**TECHNOLOGY SERVICES
DEPARTMENT**

1001 E. Mack St.
Reno, NV 89202



NOTE: THE SCALE AND CONFIGURATION OF ALL INFORMATION SHOWN HEREON ARE APPROXIMATE AND ARE NOT INTENDED AS A BASIS FOR DESIGN OR SURVEY. FOR MORE INFORMATION, CONTACT THE WASHOE COUNTY TECHNOLOGY SERVICES DEPARTMENT.

SB 272

AMENDMENT TO COOPERATIVE AGREEMENT

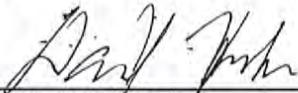
THIS AMENDMENT ("Amendment") amends that certain Cooperative Agreement between **TRUCKEE MEADOWS FIRE PROTECTION DISTRICT (TMFPD)** and **STOREY COUNTY FIRE PROTECTION DISTRICT (SCFPD)** dated July 1, 2012 ("Agreement"). The defined terms in the Agreement shall have the same meanings when used herein. Except as amended hereby all provisions of the Agreement remain in full force and effect. The parties agree to amend, modify and supplement the Agreement as follows.

1. Special Service Territory. SCFPD agrees to provide assistance, including Advanced Life Support, on an automatic aid basis, to TMFPD in an area of Washoe County within the East Truckee Canyon from the Vista Exit of I-80 on the west to the Lyon County boundary line on the east, including all areas of Wadsworth within TMFPD territory. No assistance provided by SCFPD to TMFPD in this area shall be considered Assistance by Hire, regardless of the extent or duration of the assistance provided.
2. Station #75. SCFPD Station #75, 1705 Peru Drive, McCarran, Nevada 89434 has capacity to be jointly staffed in the future by personnel of SCFPD and TMFPD. Joint staff will delay or eliminate the need for TMFPD to build a fire station in the area specified in Section 1 above, and reduce operating costs for TMFPD to provide service to said area. TMFPD, at its election in its sole discretion, shall have the right to provide personnel to occupy with SCFPD personnel Station #75. SCFPD shall not charge rent for TMFPD's use of Station #75 and SCFPD shall pay all other costs of station operation (e.g., utilities, maintenance, repair, etc.). SCFPD shall supply all work vehicles, equipment and materials required for personnel from both SCFPD and TMFPD at Station #75. SCFPD shall have supervision and control of its personnel, and TMFPD shall have supervision and control of its personnel. TMFPD and SCFPD shall have equal input on Station #75 operation issues.
3. No Termination. The provisions of this Amendment cannot be modified or terminated without the agreement of TMFPD, in its sole discretion, the provisions of Section 24 of the Agreement notwithstanding.
4. Communications. The Storey County Communications Department will provide the necessary equipment and facilities to improve communications between SCFPD and TMFPD which may include 800 MHz or VHF repeaters or other such equipment deemed necessary on Pond Peak. Such equipment is intended to facilitate communications within and along the Interstate 80 corridor. The additional equipment will be provided by Storey County Communications Department at no cost to TMFPD, including all ongoing operational costs. The Parties will meet to determine the most cost efficient means and methods in which to facilitate joint emergency communications.

IN WITNESS WHEREOF, the agencies hereto have caused this Amendment To Cooperative Agreement to be executed as of the day and year herein below written.

Dated this 17th day of June, 2014.

**TRUCKEE MEADOWS FIRE
PROTECTION DISTRICT**



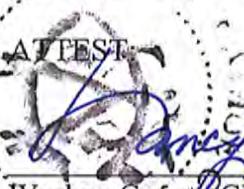
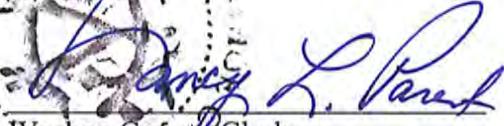
DAVID HUMKE, Chair
Truckee Meadows Fire Protection District
Board of Fire Commissioners

**STOREY COUNTY FIRE
PROTECTION DISTRICT**



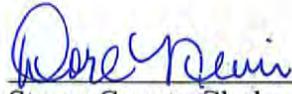
MARSHALL MCBRIDE, Chair
Storey County Fire Protection District
Board of County Commissioners

ATTEST:

Washoe County Clerk

ATTEST:



Storey County Clerk - Deputy