

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

TUESDAY

10:00 A.M.

July 23, 2013

PRESENT:

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

**Nancy Parent, Chief Deputy Clerk (10:05 a.m. – 1:40 p.m.)**

**Amy Harvey, County Clerk (6:00 p.m. – 11:17 p.m.)**

**John Berkich, Interim County Manager**

**Paul Lipparelli, Legal Counsel**

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

**13-631      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.”

Donald Minoli discussed his issues with the transfer of tax funds to the Truckee River Flood Project. A written copy of his comments was placed on file with the Clerk.

Lynn Chapman stated she spoke numerous times at the Legislature regarding AB 46, which the Board would be discussing later in the meeting. She said the Washoe County School District (WCSD) needed to put aside money to take care of what needed to be fixed, like she and her husband had to do to replace their roof. She stated the WCSD should already have set money aside, so why was a revenue stream suddenly needed from the taxpayers. She said raising taxes was a bad idea due to the area’s still high unemployment and its high foreclosure and bankruptcy rates. She stated the Legislature pushing the potential tax increase onto the Washoe County Commission to decide was the wrong thing to do.

Carole Fineberg said the WCSD had not been good stewards of the funds they were already given. She stated a few years ago, a bond measure was passed that gave the WCSD \$40 million for building maintenance, but now the District was screaming the buildings were old and needed maintenance; and she wondered what kind of business did not have a building maintenance line item in their budget. She said the taxpayers had given and given, but the students remained at the bottom of the educational ratings. She stated if the WCSD needed funds, it should try and float a school bond; because raising taxes was not the Commissioners' job. She stated the sales tax increase would affect everyone who bought anything in the County and the property tax would affect everyone who lived in the County. She asked the Commissioners to put the bill down.

A. Jane Lyon said shame on the Legislators who sidestepped their job of raising taxes by passing that job on to the County Commissioners. She felt the WCSD Board of Trustees should deal with the problem, because they had a duty to keep up with the required school maintenance. She said since they had not done that, they should put a measure on the ballot for everyone to vote on. She felt they had not been good caretakers of the money they were already given. She said the connection between the students and teachers would instill in their students a desire to learn, not a pretty building. She asked the Board to not increase the sales and property taxes.

Charlene Bybee said she opposed the passage of AB 46 even though she was a strong supporter of education. She stated she volunteered thousands of hours with the WCSD and worked to get the last school bond passed. She said she was sorry the State Legislators did not do their job and dropped this in the Commissioners' laps. She stated her primary objection was if the Commission took action to pass the tax increase, it would open a Pandora's Box statewide. She said everyone would go to their Commissions to pass tax increases, thereby bypassing what the Legislature set up as a procedural way to increase funding. She stated the WCSD needed to be more accountable regarding its funding, and she believed that other sources of funding should be looked for. She advised she was volunteering to work with a coalition of community members, business leaders, and parents to find new and innovative ways of funding capital projects.

Tonja Brown reviewed the documents she submitted to the Clerk for the record regarding the death of Nolan Klein. She discussed her filing of a police report on Friday, July 19th, regarding the murder of Mr. Klein, which would be turned over to the District Attorney's Office. She asked the Board to keep abreast of what was happening with the case.

Sam Dehne spoke about Ms. Brown's crusade. He said AB 46 was an instance of taxation without representation, and any tax increase should go to the citizens to decide. He also spoke about his issues with the elections in Washoe County.

**13-632            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.)”

There were no Commissioners’ or Manager’s announcements.

**13-633            AGENDA ITEM**

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

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

**Essentials of Management Development**

Lawrence Moorehead, Juvenile Services  
Walter West, CSD – Engineering & Capital Projects

**Essentials of Support Staff**

Rocky Badolato, Library  
Lorna Grasso, Library

Chairman Humke thanked the recipients for going above and beyond their job assignments to achieve this training.

**CONSENT AGENDA – AGENDA ITEMS 6A THROUGH 6K(4)**

**13-634            AGENDA ITEM 6A**

**Agenda Subject:** “Approve minutes for the Board of County Commissioners' regular meeting of May 28, 2013 and the concurrent meeting of June 10, 2013.”

There was no public comment on this item.

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

**13-635            AGENDA ITEM 6B**

**Agenda Subject: “Cancel August 20, 2013 County Commission meeting.”**

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried with Commissioners Hartung and Weber absent, it was ordered that Agenda Item 6B be canceled.

**13-636            AGENDA ITEM 6C – ASSESSOR**

**Agenda Subject: “Approve roll change requests, pursuant to NRS 361.768 and NRS 361.765, for errors discovered for the 2012/2013 secured tax roll as outlined in Exhibit A; and if approved, authorize Chairman to execute order and direct the Washoe County Treasurer to correct the error(s) [cumulative amount of decrease \$81.34]--Assessor. (Parcels are in various Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried with Commissioners Hartung and Weber absent, it was ordered that Agenda Item 6C be approved, authorized, executed, and directed.

**13-637            AGENDA ITEM 6D – DISTRICT ATTORNEY**

**Agenda Subject: “Approve payments totaling [\$6,412.50] to vendors for assistance of 45 victims of sexual assault and authorize Comptroller to process same. NRS 217.310 requires payment by the County of total initial medical care of victims, regardless of cost, and of follow-up treatment costs of up to \$1,000 for victims, victim’s spouses and other eligible persons--District Attorney. (All Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried with Commissioners Hartung and Weber absent, it was ordered that Agenda Item 6D be approved and authorized.

**13-638            AGENDA ITEM 6E – HUMAN RESOURCES**

**Agenda Subject: “Approve a new Senior Accountant at pay grade P in the Comptroller’s Office and a reclassification of an Office Assistant III at pay grade G to an Administrative Secretary at pay grade J in the Sheriff’s Office as evaluated by the Job Evaluation Committee; [total annual fiscal impact \$22,426]--Human Resources. (All Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried with Commissioners Hartung and Weber absent, it was ordered that Agenda Item 6E be approved.

**13-639            AGENDA ITEM 6F – SENIOR SERVICES**

**Agenda Subject: “Accept cash donations [\$1,565] for the period of April 1, 2013 through June 30, 2013 for the fourth quarter of FY 12/13; and direct Finance to make the appropriate budget adjustments--Senior Services. (All Commission Districts.)”**

Commissioner Jung thanked the donors for their cash donations on behalf of the Board.

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried with Commissioners Hartung and Weber absent, it was ordered that Agenda Item 6F be accepted and directed.

**13-640            AGENDA ITEM 6G – SOCIAL SERVICES**

**Agenda Subject: “Accept cash donations [\$400] for the period of June 1, 2013 through June 30, 2013; and direct Finance to make the appropriate budget adjustments--Social Services. (All Commission Districts.)”**

Commissioner Jung thanked the donors for their cash donations on behalf of the Board.

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried with Commissioners Hartung and Weber absent, it was ordered that Agenda Item 6G be accepted and directed.

**13-641            AGENDA ITEM 6H – TREASURER**

**Agenda Subject: “Approve Interlocal Agreement between the County of Washoe and the South Truckee Meadows General Improvement District (STMGID) for the investment of funds in the Washoe County Investment Pool [no fiscal impact]--Treasurer. (All Commission Districts.)”**

There was no public comment on this item.

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

**13-642            AGENDA ITEM 6I(1) – COMMUNITY SERVICES**

**Agenda Subject: “Approve a policy that authorizes the Planning and Development Division Director, at his discretion, to approve the transfer of Tahoe Regional Planning Agency (TRPA) below the Individual Parcel Evaluation System (IPES) line residential allocations to other jurisdictions in the Tahoe Basin as long as Washoe County has residential allocations available from a previous year. (Commission District 1.)”**

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried with Commissioners Hartung and Weber absent, it was ordered that Agenda Item 6I(1) be approved.

**13-643            AGENDA ITEM 6I(2) – COMMUNITY SERVICES**

**Agenda Subject: “Appoint Janet Davis to the Open Space and Regional Parks Commission District 1, for a term commencing July 1, 2013 to June 30, 2017. (Commission District 1.)”**

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried with Commissioners Hartung and Weber absent, it was ordered that Janet Davis be appointed to the Open Space and Regional Parks Commission District 1 for a term commencing July 1, 2013 to June 30, 2017.

**13-644            AGENDA ITEM 6J(1) – MANAGER**

**Agenda Subject: “Acknowledge Receipt of the Washoe County 2013 Case Evidence Audit Report from the Internal Audit Division. (All Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried with Commissioners Hartung and Weber absent, it was ordered that Agenda Item 6J(1) be acknowledged.

**13-645            AGENDA ITEM 6J(2) – MANAGER**

**Agenda Subject: “Approve (retroactive to July 1, 2013) Washoe County, Nevada Grant Program Contracts FY 2013-2014 for Washoe County Special Purpose grants in the following amounts: Incline Village General Improvement District [\$65,700]; Economic Development Authority of Western Nevada [\$41,300]; Access to Healthcare Network [\$31,500]; Incline Village Community Hospital Foundation [\$27,000]; and approve grants to Silver State Fair Housing Council [\$7,750], Tahoe Prosperity Center [\$6,500]; and Western Nevada Development District [\$5,500]; approve Resolutions necessary for same; and direct Finance to make the appropriate budget adjustments. (All Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried with Commissioners Hartung and Weber absent, it was ordered that Agenda Item 6J(2) be approved and directed. The Resolutions and Contracts for same are attached hereto and made a part of the minutes thereof.

**13-646            AGENDA ITEM 6K(1) – SHERIFF**

**Agenda Subject: “Accept donation [\$250] from Helen Mooney to the Washoe County Sheriff’s Office for the Citizen Corps Program (CCP); and if approved, authorize Finance to make appropriate budget adjustments. (All Commission Districts.)”**

Commissioner Jung thanked Helen Mooney for her donation to the Washoe County Sheriff’s Office’s Citizen Corps Program (CCP) on behalf of the Board.

Janet Hand said the members of the Community Emergency Response Team (CERT) thanked Ms. Mooney for her continuing support of the CERT Red Rock Team, which allowed them to purchase equipment that would let them respond better if the North Red Rock area had an emergency.

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried with Commissioners Hartung and Weber absent, it was ordered that Agenda Item 6K(1) be accepted and approved.

**13-647            AGENDA ITEM 6K(2) – SHERIFF**

**Agenda Subject: “Approve funding [\$3,320, no match required], provided by the U.S. Department of Justice, United States Marshals Service (USMS) to reimburse the Washoe County Sheriff’s Office for overtime costs associated with the United States Marshals Service Task Force and the Regional Sex Offender Notification Unit**

**for the fifth Sex Offender Compliance Sweep (Operation SOS) for the grant period which is retroactive from 5/1/13 to 8/30/13; and authorize Finance to make the necessary budget adjustments. (All Commission Districts.)**

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried with Commissioners Hartung and Weber absent, it was ordered that Agenda Item 6K(2) be approved and authorized.

**13-648            AGENDA ITEM 6K(3) – SHERIFF**

**Agenda Subject: “Approve Interlocal Contract [income of \$1,500] between Public Agencies; a Contract between the State of Nevada Acting By and Through Its State Gaming Control Board and County of Washoe on behalf of the Washoe County Sheriff’s Office, Forensic Science Division for the term of July 1, 2013 to June 30, 2014 for provision of forensic service. (All Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried with Commissioners Hartung and Weber absent, it was ordered that Agenda Item 6K(3) be approved. The Interlocal Contract for same is attached hereto and made a part of the minutes thereof.

**13-649            AGENDA ITEM 6K(4) – SHERIFF**

**Agenda Subject: “Approve Intrastate Interlocal Contract Between Public Agencies a Contract Between the State of Nevada, Acting By and Through Its Department of Public Safety, Records and Technology Division, Records Bureau and Washoe County Sheriff’s Office for access to computerized information systems that provide for the exchange of criminal history. (All Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried with Commissioners Hartung and Weber absent, it was ordered that Agenda Item 6K(4) be approved. The Interstate Interlocal Contract for same is attached hereto and made a part of the minutes thereof.

**13-650            AGENDA ITEM 9 – FINANCE**

**Agenda Subject: “Recommendation to authorize the Acting Finance Director to renew the Excess Workers’ Compensation Insurance Policy with New York Marine and General Insurance Company for one year at a premium of [\$146,495] and renew the Property Insurance Policy with the Public Entity Property Insurance**

**Program for one year at a premium of [\$527,481.63], retroactively effective July 1, 2013, funding from the Risk Management Fund source--Finance. (All Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried with Commissioners Hartung and Weber absent, it was ordered that Agenda Item 9 be authorized.

**13-651            AGENDA ITEM 8 – COMMUNITY SERVICES**

**Agenda Subject: “Presentation regarding the Lake Tahoe Total Maximum Daily Load Program and recommendation to approve Interlocal Agreement to Implement the Lake Tahoe Total Maximum Daily Load between Washoe County and the Nevada Division of Environmental Protection--Community Services. (All Commission Districts.)”**

Dwayne Smith, Engineering and Capital Projects Division Director, conducted a PowerPoint presentation, which was placed on file with the Clerk. He noted the United States Environmental Protection Agency (EPA) determined Lake Tahoe was a Water of Aesthetic or Ecologic Value, which brought a lot of value to Nevada. He reviewed slide 2, which identified the clarity problem and the focus for resolving the problem being on the Fine Sediment Particles (FSP).

Mr. Smith stated the EPA used the Total Maximum Daily Load (TMDL) reduction program to refine and restrict the amount of pollutant loads that ended up in Lake Tahoe, with the goal of restoring Lake Tahoe to the 100 foot clarity level. He advised all of the jurisdictions surrounding Lake Tahoe were included in the TMDL reduction program (slide 3). He said the Nevada Division of the Environmental Protection (NDEP) was responsible for the oversight of Nevada’s TMDL reduction program.

Mr. Smith reviewed slide 4, which highlighted the main elements of the Interlocal Agreement with the NDEP. He said the approach negotiated with the NDEP allowed the County to avoid obtaining a federal permit and gave the County the ability to manage its program.

Mr. Smith discussed the results to date and the FSP Load Reduction Schedule shown on slide 5. He said the County was the leader in reducing the FSP’s going into Lake Tahoe. He stated part of the process at Lake Tahoe was that homes be constructed using Best Management Practices (BMP’s) to limit the amount of sediment particles that could reach Lake Tahoe. He advised the BMP’s included installing perimeter drains around houses and at driveways. He said because of those and other efforts, the County was able to reduce the amount of FSP’s going into Lake Tahoe by 63,859 pounds per year, which represented approximately a 31 percent decrease. He said

the clarity challenge was a 15-year program to restore the 80-foot clarity levels within Lake Tahoe, and it would take time for the efforts to show results or to show the efforts were not working. He stated at the 15-year point, the scientists wanted to see how affective the County's programs, those of the other Nevada jurisdictions, and the California agencies had been. He said it was believed if everyone met their targets, the clarity goal would be met.

Mr. Smith discussed slides 6 and 7, which showed Washoe County's commitments and actions. He said the road operations and engineering staffs worked together to understand what would be the best approach to benefit Washoe County in terms of reducing costs and removing the most FSP's. He said collaborating internally and with the County's outside partners garnered a huge benefit. He stated over time, the \$350,000 operation and maintenance costs at Lake Tahoe would increase. He said \$50,000 was budgeted to hire a consultant to help look for additional ways to handle operations and maintenance and to find additional funding options. He advised the Agreement required the County to manage the project and, after the initial period, those costs would go down. He said after the planned new projects were operational, the operation and maintenance costs were expected to double from what they were currently. He stated that meant it was important to find the most cost effective way to reduce the FSP's from entering Lake Tahoe and to look for more funding opportunities.

Commissioner Berkbigler said it was important to point out that the portion of Lake Tahoe with the best depth perception was the area adjacent to Incline Village. She stated what staff was doing was clearing up Lake Tahoe, and she appreciated everything they did.

Commissioner Jung asked if the lack of curbs and gutters at Lake Tahoe contributed to its degrading clarity. Mr. Smith said the curbs and gutters helped direct the flow of storm water to the collection areas, but the lack of curbs and gutters was not the primary cause of the FSP runoff. He advised it was a contributing factor and was being dealt with in the engineering designs. He said he did not believe having curbs and gutters at Lake Tahoe would make a big difference.

Commissioner Jung asked if the approvals for the people wanting to build at Lake Tahoe would include curbs and gutters. Mr. Smith replied they were being included. He said Engineering, Operations, and Planning were working hand-in-hand; and the residents at Lake Tahoe were committed to having the BMP's installed at their residences. He stated those were recognized as critical elements to the crediting program, but there was also an educational opportunity to work with the residents on how to maintain their onsite BMP's.

Commissioner Jung wanted to make sure Washoe County's citizens were aware the County had the best BMP's at Lake Tahoe. She said that information should be sent to Senate Majority Leader Harry Reid, because the Tahoe Summit would be held in September 2013, and that was something staff should be lauded for. She stated she

appreciated Mr. Smith's presenting this very difficult information in a way she could understand.

Chairman Humke noted there was a sliver of land where Carson City went all the way to Lake Tahoe, but they were not a participant. Jason Kuchnicki, Nevada Environmental Protection, said Carson City was not included because they had no developed urban area at Lake Tahoe. He believed Carson City's lake frontage covered less than five miles of shoreline. He said the land comprising that frontage was forest and was owned by the Forest Service. Chairman Humke said the more developed land was the offending party. Mr. Kuchnicki replied that was true and, for the TMDL, a very detailed source analysis was done, which concluded the urban areas were contributing storm-water runoff with FSP levels that were much greater than the forested areas. He said this effort was to get those particles off the roads and to ensure the storm-water treatment infrastructure cleaned up the runoff before it made it to Lake Tahoe. Chairman Humke thanked Mr. Kuchnicki's agency and the Nevada Department of Transportation (NDOT) for working with the County.

There was no public comment on this item.

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

**11:03 a.m.** The Board convened as the Truckee Meadows Fire Protection District (TMFPD) and the Sierra Fire Protection District (SFPD) Board of Fire Commissioners.

**11:28 a.m.** The Board adjourned as the Truckee Meadows Fire Protection District (TMFPD) and the Sierra Fire Protection District (SFPD) Board of Fire Commissioners and reconvened at the Board of County Commissioners (BCC).

**11:28 a.m.** The Board recessed.

**11:34 a.m.** The Board reconvened with Commissioner Weber present.

**BLOCK VOTE 11, 12, 14, 15, 16, 17, 18, 19, 20, AND 21**

**13-652 AGENDA ITEM 11 – DISTRICT COURT**

**Agenda Subject: "Recommendation to approve the Professional Services Agreement for Drug/Alcohol Rehabilitation Services for Adult Drug Court Between Washoe County, the 2nd Judicial District Court, and the Washoe County Dept. of Social Services, and Bristlecone Family Resources in the amount of [\$466,560], retroactive**

to July 1, 2013, for the period July 1, 2013 to June 30, 2014--District Court. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Hartung absent, it was ordered that Agenda Item 11 be approved.

**13-653            AGENDA ITEM 12 – PURCHASING**

**Agenda Subject: “Recommendation to award Washoe County Bid No. 2843-13 for Security Guard Services to the lowest responsive, responsible bidder, Securitas Security Services Inc, 5190 Neil Road, Reno NV 89502 at the contracted rate of \$14.98 per hour (\$20.98 per hour for work performed on County-observed holidays) and \$6.00 per site visit for patrol services, on behalf of the Operations and Maintenance Division of the Washoe County Community Services Department; and authorize the Purchasing and Contracts Manager to execute a two year agreement with an option to renew the agreement for one additional year. The estimated budget for security guard services in FY 14 is approximately [\$94,686] funded from Community Services with the potential for another [\$20,000] from other departments including Senior Services, Health, and Registrar of Voters on an as-needed basis. The annual amount indicated may vary depending on the number of actual hours of service requested over the course of each fiscal year--Purchasing. (All Commission Districts.)”**

Commissioner Berkbigler asked if this company had ever been used by the County before and, if so, was the County satisfied with the company’s service. She believed the County had been satisfied with the previous provider, and she noted the change in providers was due to Securitas Security Services Inc’s bid being slightly lower. John Berkich, Interim County Manager, said the County had used Securitas before and they were quite capable.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Hartung absent, it was ordered that Agenda Item 12 be awarded and authorized.

**13-654            AGENDA ITEM 14 – SENIOR SERVICES**

**Agenda Subject: “Recommendation to accept grant awards from the Nevada Aging and Disability Services Division for the following Older Americans Act Title III Programs: Adult Day Care [\$42,010 match of \$7,414 from ad valorem tax]; Aging and Disability Resource Center [\$86,000 no match required]; Representative Payee [\$31,218 match of \$5,510 from ad valorem tax]; and Homemaker Services [\$46,500**

match of \$8,207 from ad valorem tax]; and the following State of Nevada Independent Living Programs: Case Management [\$156,249 match of \$23,437 from ad valorem tax]; Homemaker Services [\$19,995 match of \$2,999 from ad valorem tax]; retroactive from July 1, 2013 through June 30, 2014; and direct Finance to make the appropriate budget adjustments--Senior Services. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Hartung absent, it was ordered that Agenda Item 14 be accepted and directed.

**13-655            AGENDA ITEM 15 – SHERIFF**

**Agenda Subject: “Recommendation to approve Intrastate Interlocal Contract between Public Agencies a Contract between the State of Nevada Acting By and Through Its Department of Public Safety, Office of the Director and Washoe County Sheriff’s Office - Forensic Science Division [income of \$258,040 FY14] and [\$270,942 FY15] to provide a Breath Alcohol Program for a 2 year term of July 1, 2013 through June 30, 2015--Sheriff. (All Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Hartung absent, it was ordered that Agenda Item 15 be approved. The Interstate Interlocal Contract for same is attached hereto and made a part of the minutes thereof.

**13-656            AGENDA ITEM 16 – MANAGER**

**Agenda Subject: “Approve a request to initiate proceedings to amend the Washoe County Code (Chapter 60 – Fire Code) to adopt the 2012 Edition of the International Fire Code, 2012 Edition of the International Wildland Urban Interface Code, and the 2012 Northern Nevada Fire Amendments and other matters relating to the provisions of Chapter 60, effective September 13, 2013; and direct the County Clerk to submit the request to the District Attorney for preparation of a proposed ordinance, pursuant to Washoe County Code Section 2.030 and 2.040--Manager. (All Commission Districts.)”**

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Hartung absent, it was ordered that Agenda Item 16 be approved and directed.

**13-657            AGENDA ITEM 17 – COMMUNITY SERVICES**

**Agenda Subject: “Recommendation to approve a refund to TDC/Pacific Properties, Inc. for sanitary sewer connection privilege fees and other associated fees as a result of the reversion to acreage maps for the Falcon Ridge Townhomes Subdivision project in the Sun Valley area [\$736,109.35]--Community Services. (Commission Districts 3 and 5.)”**

There was no public comment on this item.

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

**13-658            AGENDA ITEM 18 – COMMUNITY SERVICES**

**Agenda Subject: “Recommendation to award the contract and approve an Agreement for the 75 Court Street Roof Restoration Project to Garland/DBS, the responsive and responsible bidder selected through the U.S. Communities national bid search [not to exceed \$497,000.00]--Community Services. (Commission District 3.)”**

There was no public comment on this item.

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

**13-659            AGENDA ITEM 19 – COMMUNITY SERVICES**

**Agenda Subject: “Recommendation to award a bid and approve the Agreement for the Incline Village Library Boiler Replacement Project to D&D Plumbing, Inc., the lowest responsive, responsible bidder [not to exceed\$114,798.]--Community Services. (Commission District 1.)”**

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Hartung absent, it was ordered that Agenda Item 19 be awarded.

**13-660            AGENDA ITEM 20 – COMMUNITY SERVICES**

**Agenda Subject: “Recommendation to award a bid and approve the Agreement for the One South Sierra Street Elevator Controls Replacement Project to Shasta**

**Elevator Company, the lowest responsive, responsible bidder [not to exceed \$297,000]--Community Services. (Commission District 3.)”**

There was no public comment on this item.

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

**13-661            AGENDA ITEM 21 – COMMUNITY SERVICES**

**Agenda Subject: “Recommendation to award bid and approve a construction contract for the Truckee Canyon Residuals Management Facilities Improvements project to A&K Earth Movers, Inc., the lowest responsive, responsible bidder [\$393,800]--Community Services. (Commission District 4.)”**

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Hartung absent, it was ordered that Agenda Item 21 be awarded and approved.

**13-662            AGENDA ITEM 10 – TECHNOLOGY SERVICES**

**Agenda Subject: “Recommendation to retroactively approve emergency related purchases in accordance with NRS 332.112 for the expenditure of [\$281,947.50] for radio communication replacement parts to support the Washoe County Regional Communication System. Washoe County insurance Claim # 2014001 Tower Damage--Technology Services. (All Commission Districts.)”**

Laura Schmidt, Technology Services Chief Information Management Officer, said the Network Operations Center for the Regional Communications System was struck five times by lightning on June 28, 2013. She advised the damage was repaired, but the emergency purchase had to retroactively come before the Board for approval due to the dollar amount of the purchase. She said an insurance claim was pending, so the repair costs should be recovered.

Commissioner Berkbigler asked if the equipment had surge protectors. Ms. Schmidt said various methods of remediation were in place to protect against damage during electrical storms, but five direct hits were just too much for the infrastructure to sustain.

Gary Beekman, Information Technology (IT) Manager, said the tower had been operating for more than 10 years, and it handled the first four strikes. He stated staff was looking to bring someone in to do an evaluation to see if the grounding could be improved. Commissioner Berkbigler asked if the tower had been struck by lightning

before. Mr. Beekman said he heard it had been struck multiple times, but there was no documentation available to confirm that.

John Berkich, Interim County Manager, said he wanted to bring back some form of recognition to recognize Mr. Beekman and the entire team for their efforts in restoring the functionality of the tower.

Commissioner Berkbigler said she was thankful no one was hurt during the lightning strikes.

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Weber, which motion duly carried with Commissioner Hartung absent, it was ordered that Agenda Item 10 be approved.

**13-663      AGENDA ITEM 13 – COMMUNITY SERVICES**

**Agenda Subject: “Recommendation to reject all bids for the “Ballardini Ranch Trailhead” and authorize staff to re-bid the project--Community Services. (Commission Districts 1 and 2.)”**

Dwayne Smith, Engineering and Capital Projects Division Director, said the recommendation by staff was to reject all of the bids for the “Ballardini Ranch Trailhead” and for staff to rebid the project. He said when the bids for the Trailhead were received, the apparent responsible and low bidder was identified. He stated based on a standard practice, staff then looked more closely at the bids to ensure there were no mistakes or problems. He said during that time, another bidder informed staff that there appeared to be an ambiguity within the bid documents. He stated staff then further examined the bid documents and found there was an ambiguity between the contract documents and the specifications. He said based on the contract, the bid would be awarded solely on the base bid but, based on the specifications, the bid would be awarded based on the base bid plus the alternatives.

Mr. Smith said when looking at what the bidders’ documents included, there were questions about two things. He stated one was regarding the inclusion of the word “partial.” He stated because of the ambiguity between the contract’s requirement to make the award based on the base bid and the specification’s requirement to make the award based on the base bid with the alternatives, it was impossible for staff to understand how the bid should be awarded; should the award be to the bid that included the base bid or the base bid and alternatives. He said this happened from time-to-time, and he apologized for the problem the Department created with this ambiguity. He stated staff always respected their contractor-partners and the time and effort it took to put together bids. He said the ambiguity created a situation that would be unfair for the bidders, so staff’s recommendation was to reject all of the bids, allow staff to make the changes to the bid documents, and to put the bid back out on the street.

Commissioner Weber asked how the other entities handled this situation. Mr. Smith stated Nevada Revised Statutes (NRS) 338.1385, Section D, allowed for the rejection of bids. He said the County rejected bids for a variety of reasons, and the other agencies did the same thing when ambiguities were found. Commissioner Weber asked if that one portion could be added to the bids, so the bidders' time and effort would not be wasted. Mr. Smith said because of the discrepancies in the County's bid documents, it would be best to fix the documents. He said those fixes might make material changes to what the bidders would do, which could change the overall scope of the bid. He believed it would be better to reject the bids and rebid the project.

Chairman Humke said staff discovered the ambiguity through another bidder. Mr. Smith replied that was correct. He stated that started the process of staff digging into the bid documents and finding the problem. Chairman Humke asked if the staff report indicated which bidder found the problem. Mr. Smith said it was not captured specifically in the staff report, but he did have all of the backup documents. He stated he had some of the backup documents with him, but they were not included in the Board's packet. Chairman Humke stated the successful bidder wanted to be heard and had a lot of documentation. He believed the Board should also hear from the District Attorney who advised taking this action. He said it would be his intent to give the successful bidder more time than the standard three minutes through a question and answer period. He asked if anyone objected to spending considerable time on this item. Commissioner Berkbigler said she was willing to hear this item for as long as it took.

Commissioner Berkbigler said now that the bids were public, would there be a problem with everyone knowing what everyone else bid. Mr. Smith stated that was an issue anytime bids were rejected, and was why rejecting bids was done cautiously and thoughtfully. He said to help with that problem, staff would be making changes to the bid documents and there might be the opportunity to change the overall scope to make a substantive enough change to help eliminate that challenge.

Commissioner Berkbigler asked if the County would face any legal exposure if the bid was cancelled and someone came in with a lower bid. Paul Lipparelli, Legal Counsel, stated Nevada's statutory law did not provide any recourse against a local government cancelling a bid and going out for a rebid. He said the statute said when it was in the public interests to do so, all bids could be rejected. He stated there were a number of Nevada Supreme Court cases regarding public bidding and, generally, the courts would look at what was in the public's best interests in determining whether the bidding for the public works project was done properly. He said the courts wanted a fair process, but the outcome was based on what was best for the public. He stated if the Board was convinced the staff recommendation was in the best interests of the public, the Board would stand a good chance of having that decision sustained by the courts. He said to determine whether that was true or not, the Board could ask questions of staff and could give the apparent low bidder the opportunity to state their case.

Mr. Lipparelli said when the project was rebid, there was no way of knowing what the bids would be the second time around. He stated some bidders might drop out, some might submit the same bid, and some might try to beat the other bidders' prices because that information was available. He said there was also another train of thought that better bids were never received the second time around, because it really depended on the market and on what the bidders were willing to offer. He said when problems were found with bid documents, it was difficult to know whether the entire process remained fair. He said it would be fairer to the public to fix the problem and start over. He stated the bidders were disappointed, but the time they invested was not wasted if they wanted to bid again. He said that might sound like an argument to reject the bids, but it was not. He stated he was trying to point out to the Board what was the best thing to do, and he hoped he answered that question.

In response to the call for public comment, Leslie Skinner, Spanish Springs Construction, Inc. (SSC), said the discrepancy being referred to by staff had no impact on the bid results. She said SSC was the low bidder with the base bid and with the base bid and any of the alternates combined. She stated staff's reasoning seemed a little weak. She stated the Notice of Rejected Bid stated it was being rejected due to discrepancies in the bid documents, but today's staff report said the rejection was due to questions, comments, and concerns from other participating bidders and the discrepancies within their submittal. She asked why today's reason was different than the one given when they were notified the bid was rejected.

Ms. Skinner advised shortly after the bids were opened, SSC was given a Notice of Intent to Award, so they were surprised when they were informed all of the bids would be rejected. She stated SSC received a phone call from staff about the discrepancy found regarding whether the job would be awarded on the base bid or the base bid with alternates. She said SSC stated that did not matter, because SSC was the lowest bid no matter which way someone looked at the bids. She stated they were also told that staff received an informal protest from Sierra Nevada Construction (SNC). She said they asked what the County's informal protest procedures were, because the bid documents were clear that any protest must be accompanied by a bond or some other type of security. She stated they were informed the protestor's bid was not accompanied by any type of security, which made them wonder why the protest was even considered. She stated the copy they received of SNC's protest indicated it was a formal protest and was based on a lot of inaccurate assumptions about SSC's bid. A copy of the letter to the Board from Ms. Skinner was placed on file with the Clerk.

There was no response to Chairman Humke inquiring if anyone representing SNC was present.

Chairman Humke said he was trying to understand the affect of the five alternates, and he asked if SNC disagreed with each of the five alternate bids. Ms. Skinner said she understood SNC made a lot of assumptions regarding the guardrail and how SSC planned to build it versus how SNC was planning to build it. Chairman Humke asked if Ms. Skinner recalled what alternate number the guardrail was. Mr. Smith said

item 7 in the base bid was the guardrail and Alternate A1 was an item to make improvements to a timber guardrail. Chairman Humke asked if that was the only area of controversy. Ms. Skinner felt this whole thing was controversial.

Mr. Smith said if just the numbers were looked at for the base bid, SSC was the apparent low, responsible and responsive bidder as they would be if looking at the base bid with alternatives. He stated there were two lists the bidding contractors were required to identify who would be performing specific items under the project. He said because of the ambiguity in the bid documents with the difference between the base bid and the base bid with alternates, SSC did not include on the 5 percent list who the subcontractor would be for the guardrail. He stated that was not required if the base bid only was looked at, which meant SSC did everything right. Chairman Humke asked if the first list was for 1 percent of the content being performed by a subcontractor and the second list was for 5 percent of the content being performed by a subcontractor. Mr. Smith replied that was correct. Chairman Humke said those lists were due to a recent State law where the name, address, and Social Security Numbers of the subcontractors had to be disclosed up front during the bid process. Mr. Smith advised they had to be disclosed within two hours. He said the problem was that the guardrail, item number 7, was identified at \$51,520, which was over the \$50,000 NRS threshold. He stated if it was a base bid only, there would not have been an issue. He said because of the ambiguity in the documents, it created a fairness issue for the next apparent low bidder, because they filled out all of the paperwork using the base bid and the alternatives identified in the technical specifications. Chairman Humke asked if part of the problem was that SNC filled out the forms better than required. Mr. Smith said SNC filled out the documents differently than SSC filled out the documents due to the ambiguity; otherwise, the bidders would have filled out all of the documents the same.

Chairman Humke said Ms. Skinner alleged, as shown by the blue shared row at the bottom of the staff report's Exhibit A, SNC's base bid and the aggregates of Alternates 1 through 5 were lower than any other bidder, and he asked why that would not win the day. Mr. Smith stated because of the ambiguity between the base bid and the technical specifications giving different directions to the contractors, the 1 percent list would come into play. He advised because the ambiguity led another contractor to submit their paperwork differently, staff did not know which contractor should be awarded the bid. He said even though SSC was the lowest under the base bid and alternatives, the problem was if you were of the opinion that the base bid and alternatives governed, then SNC, as they pointed out, filled out their paperwork accurately and included the 1 percent list. Ms. Skinner said SNC was making the assumption that SSC would use Nevada Barricade as their subcontractor, which they were not, and they were assuming they were the only game in town, which they were not. She stated that was the basis for SNC's protest being filed, which was done without a bond.

Chairman Humke said it appeared that SNC saw this issue when the bids were being made, so why not file their protest before the opening of the bids. He stated logically, they rolled the dice that their bid would be successful and, if it was, they might have remained silent. He asked if this was the normal process and was it what the bid

protest under NRS envisioned. Mr. Smith stated this was what staff had experienced. He believed what Chairman Humke was asking was, if this issue had not come up, would staff have identified those ambiguities in the documents at this time. He said unfortunately, he felt they probably would not have been identified.

Chairman Humke asked if Mr. Smith was saying that the affect of Alternate 1 triggered the new NRS statute requiring the identification of any subcontractors performing at least 1 percent of the work. Mr. Smith stated if only the base-bid approach was being used, SSC would be in conformance with the statute; and the NRS was still being followed under the base bid and alternatives. He stated what was happening was an unknown was being set up regarding what basis existed for awarding the bid. He said staff did not know whether they should follow the contract documents or the technical specifications, because staff did not want to create an element of unfairness.

Mr. Lipparelli said State law regarding the 1 percent and the 5 percent lists existed to protect subcontractors from "bid shopping," which was where the prime contractor got the job and then called the subcontractors indicating they had to lower their price to work on the job. He stated by requiring the prime contractor to list the subcontractors and the amount of work to be done, it protected the subcontractors from being subjected to that type of unfairness. He said the question was whether SSC's bid was a responsive, responsible bid given the question about whether they properly listed a subcontractor for the guardrail work. He said that question did not exist if the award was made only on the base bid, because the base bid did not include the guardrail work. He stated if this agenda item was to just award the base bid contract, there was no controversy because SSC was the low bidder.

Mr. Lipparelli said the problem Mr. Smith was trying to explain was, because bid documents did not make it clear whether the County would be awarding the base bid or the base bid plus the alternates, it placed all of the parties in an unfair position. He stated if the bid was awarded based on the base bid plus alternates, than the question became was SSC's bid responsive, because of what one of the other bidders pointed out. He said given all of that confusion and given how each of the affected parties was impacted by whichever route was taken, he felt staff was saying it would be unfair to somebody no matter what was done. He stated what he was picking up from staff was the fairest thing to do was to start over and give everybody a level ground to work from. He said whether it violated the statute or not depended on what facts were found with regard to SSC's proposal on the guardrail alternate. He said if it was found SSC's proposal complied with the bid requirements and they properly listed everyone necessary to do the work, then the Board could probably find there were no irregularities and could make the award to them. He stated it was not clear to him if SNC filed a formal bid protest or not. He said if they did, then they were entitled to certain processes under the statute. He stated if their protest was informal, they could participate in the public meeting and could say what they wished for the record. He stated it had to be clarified what had been submitted and whether it complied with the protest requirement. Mr. Smith said an informal notice was received from SNC and it was not a formal bid protest due to its not being accompanied by a bond.

Ms. Skinner said page 3 of SNC's letter said SNC wanted the letter to serve as SNC's formal protest of the bid by SNC and that Washoe County award the contract to SNC as the lowest, responsive and responsible bidder. She requested that SSC be given the opportunity to explain the 1 percent listing and why the subcontractor was not identified. Don Tranberg, SSC Senior Estimator, said assumptions were being made regarding the 1 and the 5 percent listings. He said the 5 percent listing was 5 percent of the bid total and any subcontractor whose price was more than 5 percent of the total bid had to submit that information with the bid. He stated the 1 percent listing had to be turned in within two hours of the bid and was 1 percent of the bid or \$50,000, whichever was greater.

Mr. Tranberg said all of the bidders on the project would approach building the bid differently, and the subcontractors on the 1 percent and the 5 percent listings might not be the same. He stated because SSC's bid was not the same as SNC's bid, the documents showing who was listed would not have to be the same. He stated that did not mean one bid was right or one was wrong, or that SNC supplied any more information than SSC did. He said at the start of construction, all of the subcontractors had to be listed for the certified payrolls and other documentation, so people could see what SSC's scenario did. He stated at that point, if SSC was not in compliance with the listing, SSC would be in big trouble. He said on this particular job, a different way of building the job was come up with, which meant SSC's listing would be different. He stated because SSC did work all over the country, SSC had to be creative to get some of the projects. He said what the County was doing was penalizing SSC for coming up with a different way of doing things than the second bidder on the project. He stated whether the base bid or the base bid with alternates was used and no matter what the listings indicated, SSC was still the project's low bidder. He said the second bidder on this project was saying SSC's documents were incorrect because of the tiny technicality of who SSC listed, when in fact they had no idea who SSC listed and whose approach was correct. He stated SSC would build the job per the NRS standards and per all of the documents SSC correctly turned in.

Chairman Humke said Mr. Tranberg felt the Board was treating SSC unfairly, but on meeting days the Commission separated from its staff and sat in a quasi-judicial role to judge some of the issues. He stated his mind was not made up, and he did not believe the minds of the other Commissioners were made up. Mr. Tranberg said he and Ms. Skinner were here to present SSC's side of the story, which was the first time they had been able to do so.

Commissioner Berkbigler asked if the other bidder listed a subcontractor for the guardrail. Mr. Smith replied they did on the 1 percent list, while the winner of the bid listed "partial" on the *Two Hour One Percent List of Responsible Trades* document, which was a term staff was unfamiliar with and did not know how to evaluate what the intent was, so they could not assume what the intent was. Commissioner Berkbigler said she interpreted "partial" to mean SSC would do part of it themselves and the other part, presumably less than 1 percent, would be done by someone else. She stated since they listed themselves as doing "partial," they were not in violation of the NRS. Mr. Lipparelli

said he was happy he was not the arbitrator of what was and was not in violation of the NRS, but he could offer some advice about what the law tried to accomplish. He stated the problem with using the word “partial” in the 1 percent listing was it did not make it clear what the bidder was doing to anyone reading the document. He said additionally, the problem with the word “partial” was, if SSC subcontracted the guardrail work and paid them more than \$50,000 but never listed them, the other bidders could state that was unfair because they, according to how they read the documents, were required to list their subcontractor. He stated using the qualifying word “partial” meant staff did not understand whether or not the requirement to list all of their 1 percent subcontractors was met by just reading the *Two Hour One Percent List of Responsible Trades* document.

Mr. Lipparelli said there was some testimony on the record by SSC indicating they had a different way of doing business and they would comply with all State laws while doing the work. He stated that could be taken to mean SSC would not pay the guardrail contractor more than \$50,000 to do the work, but someone should be able to know that by looking at the list and not from a later explanation given during a public meeting. He said the purpose of the list was to draw out from a contractor those people who would do more than 1 percent of the work. He stated the question was did SSC’s submittal accomplish that or not. He said SSC explained why they thought it did, staff explained what the risks were if it did not, and it was the Board’s decision on whether or not it did.

Commissioner Weber said it seemed obvious that the County thought the word “partial” worked when SSC was told they were getting the bid. Mr. Smith advised the process was to open the bids and identify within the first five minutes, who the apparent responsive, responsible low bidder was based on the numbers. He said staff then went back and reviewed the bids to verify who the low bidder was. He stated when staff did that review, they did not catch the ensuing issue. He said it was not found until the other contractor’s letter was received, which was when staff started digging deeper into the bid documents and asked Legal Counsel to look them over. He apologized if staff mislead anyone in their zeal to get the notification out, but upon further review and consulting Legal Counsel, staff realized their mistake.

Commissioner Weber asked if a timeline was involved once the bids were opened. Mr. Smith said there was a two-hour requirement for the 1 percent list, but there was nothing in NRS regarding how much time could be between opening the bids and the award of the bid. Commissioner Weber said the word “partial” worked up until the letter was received from the other contractor, which was not an official document. She asked if there was a time period in which it needed to become an official document. Mr. Lipparelli advised under State law, a participating bidder had five days to file a protest. He said it was permissible that the bid advertisement give notice to bidders that, if they were to file a protest, it would have to be accompanied by security. He said requiring security was optional. He stated if it was required and some form of security was not provided with the protest letter, than it was not a formal protest letter. He stated that meant they would not be entitled to the hearing they would otherwise have been entitled to. He said Commissioner Weber was talking about a different issue, which was if staff

discovered an irregularity by any means at all, must staff consider it. He believed staff felt they were duty bound to alert the Board about the problems discovered with this project, no matter how the problems were discovered, and to put it out for the Board's consideration.

Commissioner Weber said staff notified the Board there was a problem, but what could the Board do. Mr. Lipparelli stated it was within the Board's discretion to find that the irregularity was not material and therefore would not affect the outcome, which meant the bid could be awarded as originally contemplated. He said the Board could also find just the opposite. He advised Agenda Item 13 only contemplated rejecting all of the bids, so the Board could not award the contract today; but the Board could give direction for the item to be brought back to consider making an award.

Chairman Humke said he believed Ms. Skinner was informed a formal bid protest was filed, but it was not a formal bid protest. Ms. Skinner said SSC was told there was an informal protest, but they did not get a clear answer regarding what that meant. She stated to their knowledge, the bid documents were very specific about the protest procedures and what was required when a protest was submitted. Mr. Lipparelli said because the letter was not accompanied by security, it was not considered a formal protest.

Chairman Humke said this protest appeared to be a poor man's protest because SNC did not purchase the bond, but their letter was so persuasive it caused County staff to agree their procedure was faulty in that the bid particulars were not described so that the average bidder could know what was in the bid; therefore, staff recommended all bids be rejected. Mr. Lipparelli confirmed it was not a formal protest under the statutory requirement. He said when a protest was done properly it operated as a stay against the award of the contract until an opportunity was provided to explain what the protest was. He stated it also provided the ability to go to District Court and sue for the improper award of a contract. Chairman Humke noted at this point, SSC was not up against another bidder; but was up against the County because the County said it put out a faulty document. He said in the meantime, while all of this was happening, an important project in his District would probably not be built this season.

Commissioner Berkbigler said she seconded Chairman Humke's concerns. She stated she was concerned when items came before the Board with a single option available on which the Board could take action. She said this was putting the project and the contractor in limbo until it could get back on the Board's agenda if the Board did not support the idea of going through a new bidding cycle. She agreed with Chairman Humke that there was no way this project could be completed this year if new bids were sought, which had been the goal of Chairman Humke and herself because a portion of it was in her District. She believed in the future, the Board needed all available options to be in the staff report. She felt it was inappropriate for staff to simply provide an option based on staff's position and not provide any other option(s). Mr. Smith said the intent of the recommendation was to reject all bids and reissue the bid. He stated the planned schedule would allow construction to happen this year. He said staff saw the project as a benefit to

Washoe County's residents and they had an obligation to get the project done. Commissioner Berkbigler stated she appreciated staff indicating there was a problem with the documents, but if she had a question about the word "partial," she would have gone to the contractor to verify they would be within the strict limits of the law. She was aware staff was working on this, and they were doing a great job.

Commissioner Weber asked if there was a way to send this back to have staff clarify what "partial" meant, and not have the Board reject it today. Mr. Lipparelli said the Board could decline to reject the bids and direct staff to bring it back at a future meeting where the award to the apparent low bidder could be considered. Chairman Humke said assuming the majority of the Commissioners did not want to reject all of the bids, the Board's action would be no action on the major motion and to express by consensus what the Board desired the Community Services Department to do. Mr. Lipparelli said the Board could do that or it could take affirmative action by declining to reject all of the bids and directing staff to bring the item back.

Chairman Humke said it seemed this was not worth having a lawsuit going to District Court. He stated Mr. Smith presented the two-hour document that SSC provided containing the word "partial," and he felt that should be part of today's record. A copy of the *Two Hour One Percent List of Responsible Trades* document was placed on file with the Clerk.

Commissioner Weber made a motion to decline the staff recommendation and for staff to put the Ballardini Ranch Trailhead bid on a future Commission agenda as soon as possible. She said staff should also work with the contractor to determine if "partial" was the right word and, if not, to let the Commission know that. Commissioner Berkbigler seconded the motion. She said in looking at the documents, the Board did not think the irregularity staff was concerned about was a significant irregularity for this particular project. She directed staff to bring approval of the bid and the award to the successful bidder at the next Commission meeting if possible. Commissioner Weber agreed with the seconder's comments.

Mr. Lipparelli said the motion was a proper motion; however, he was concerned about NRS 338.142, notice of protest of award, because he did not know whether staff would reissue its recommendation to award, thus triggering SNC's five-day period to file a protest. He said if that five-day period was triggered, he worried about prejudging the issue of materiality, because it would affectively foreclose someone arguing against that. He stated if the motion was taken back to Commissioner Weber's original motion to decline to reject all bids and direct staff to bring it back for consideration by the Board, then the Board would not be prejudging and, if some had a right to protest, they could do so. Commissioner Berkbigler said as the seconder, she would accept that as the motion and would withdraw her addition to it. She stated she would like it to go on the record as part of the discussion. Commissioner Weber said as the maker of the motion, she agreed with Mr. Lipparelli's suggestion.

Nancy Parent, Chief Deputy Clerk, clarified the motion was to decline to reject the bids and to request staff bring this issue back to the Board to focus on the question. She stated she did not know what the question was. Mr. Lipparelli said he thought the motion was to direct staff to bring the item back for the potential award of the contract to the apparent low bidder and to focus on the use of the word “partial.” Chairman Humke asked if that was the motion Commissioner Weber wanted to make. Commissioner Weber replied it was. Commissioner Berkbigler said she agreed as the seconder.

Commissioner Berkbigler asked staff to bring back a balanced look at the issues in the future, so this type of project was not delayed.

On a call for the question, the vote was 4-0 with Commissioner Hartung absent.

**13-664            AGENDA ITEM 22 – SENIOR SERVICES**

**Agenda Subject: “Update on the status of pro-bono and low cost legal services for the elderly and provide possible direction to staff--Senior Services. (All Commission Districts.)”**

Grady Tarbutton, Senior Services Director, said during 2007/08, the Senior Law Project (SLP) served 1,200 people a year but, when the County made its decision about the direction the SLP should head, the numbers dropped by half. He stated it was determined the best recommendation to the Board would be to have a third-party provider provide the SLP’s services. He said the State, in a partnership with the County, bid it out and selected two agencies to do the work.

Mr. Tarbutton said the SLP was down to five employees during the last Fiscal Year. He advised Nevada Legal Services (NLS) would be hiring six employees and Washoe Legal Services (WLS) would provide two employees, which would bring the staffing level back up to the eight employees the SLP had prior to the economic downturn. He stated the client numbers for the first month would be presented to the Board at the August 27, 2013 meeting but, in the meantime, WLS had 15 cases transferred to them from the SLS and they accepted two cases from the Judge Frances Doherty, Second Judicial District Court. He stated it was anticipated WLS would reach the goal of 63 clients by year’s end. He said NLS had approximately 30 clients who called for an appointment or walked in the door within the first week.

Mr. Tarbutton said two SLP staff members were available until the end of this month to answer inquiries from the former clients of the SLP and to get them their records. He stated all of the clients with active cases were notified in writing that the SLP was closing, about the new providers, and about their options. He said NLS took over the space previously occupied by the SLP and was operational beginning on July 1, 2013.

Mr. Tarbutton said he was working with the Clark County Treasurer to resolve some questions about the filing fees, because Clark County made similar decisions recently. He asked the Board what types of reports they wanted.

Chairman Humke said he; Commissioner Weber; John Berkich, Interim County Manager; and Mr. Tarbutton met with Sally Ramm, Nevada Aging and Disability Services Division (ADSD), to discuss the process by which the two contracts were awarded, thereby splitting the services when the Board thought it would be awarded as one contract. He stated it was an interesting meeting, but it was not recorded. He said he was concerned about the public wondering why Washoe County would split the work into two unequal portions, and he felt the public should be made aware of what happened. Commissioner Weber suggested gathering the information together that was discussed and putting a statement on the County's web site. She also suggested doing a press release, because the public needed to know that the County did not provide a lot of input into the process. Chairman Humke agreed that would be a good approach.

Mr. Berkich suggested Mr. Tarbutton clarify for the public how things got to this point. Mr. Tarbutton said the SLP received grants for about 20 years from the ADSD and other funders to provide legal services for seniors. He stated because of the staff reductions, the SLP was unable to meet the service levels needed by the community. He said because the State and the courts were not satisfied with the level of service the SLP provided, the problem was taken to the Senior Services Advisory Board for review and determination regarding the possible options going forward. He stated it was the intent of the County, the Advisory Board, and the ADSD to choose a single service provider; and the motions the Board passed earlier this year referenced choosing a single service provider. He stated the State went through its bid process and Judge David Hardy, Chief Judge Second Judicial District Court, was the County representative on the panel that reviewed the proposals. He said the State felt there were two well qualified service providers that could provide all of the services. He indicated the State felt it would be best to select two providers in case one provider decided not to continue providing services for the next budget cycle and because of the County's inability to provide those services.

Mr. Tarbutton stated the County's concern was that a way needed to be found to better deliver the services to the seniors, and Ms. Ramm agreed to work together with the County regarding that process. He said weekly meetings were scheduled to deal with the transition process, but they had not been necessary because WLS was taking on the clients that were appointed by the courts. He stated that was a standalone project and could be operated successfully without having a front door in the same way that was required by general legal services. He said the general legal services were operating well through NLS because of their track record of offering legal services to seniors since 2007. He stated because they were qualified providers, it was expected the transition would be handled smoothly and the services would be restored to where they were in 2007/08. He reiterated the County's concern was having better communications with the State about making the decisions regarding the legal services for seniors.

Chairman Humke asked about the filing fees. Mr. Tarbutton said there were certain filing fees that the courts were directed by statute to collect for indigent and elderly citizens. He stated historically in Washoe County, WLS received the indigent filing fees and the SLP received the elderly filing fees; and the intent was to continue distributing the funds the same way. He stated WLS was asking if they, as the nonprofit agency, should be considered the sole agency to receive those filing fees, which was being looked into. He noted Clark County made similar decisions, and staff would look at how Clark County's decisions could apply to Washoe County. He said there had been meetings with WLS and NLS to reach a resolution.

Chairman Humke asked about the issue with the Corporation for Legal Services, which was a quasi-public agency that distributed money. He noted NLS was subject to those distributions, while WLS was not. Mr. Tarbutton said the Legal Services Corporation was a federal agency that funded the state agencies that provided legal services to low-income people. He said WLS received those funds for the citizens of Washoe County at one time, but today NLS was the single legal services corporation agency in the State of Nevada. He stated one of fund's requirements was the people who received the services had to be citizens or legal residents of a county. He said WLS was not under that constraint, and had more flexibility when using their funds than NLS did. He said part of the analysis would be to look into those details, because Washoe County had a contract in the past with NLS to do foreclosure mitigation counseling that had no age or income requirements. He said the County was able to work with NLS to make sure the services were delivered as the contract required. He stated they did not apply the Legal Services Corporation requirements in that contract with Washoe County, and that was part of the discussion on how this would work. He said he asked Ms. Ramm to investigate how that issue was resolved in other states, because it was a challenge for them as well.

Commissioner Weber said she would be attending a Commission on Aging meeting tomorrow. She requested a written monthly report regarding the status of the pro-bono and low-cost legal services for the elderly. Mr. Berkich said it was anticipated the report would be done the same way the Incline Village item was done.

Chairman Humke requested three months notice of the contracts being up, so the Board could be more involved in the process. Mr. Tarbutton replied staff would do that. He said staff would be working with the Senior Services Advisory Board to let them know what the grant schedules were.

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Weber, which motion duly carried with Commissioner Hartung absent, it was ordered that Agenda Item 22 be accepted.

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

Commissioner Weber said she just returned from the National Association of Counties (NACo) annual conference, and she brought back a lot of information. She stated the County’s Information and Technology Department received fourth place for the Digital Counties Award. She said the County also received an award for the most increased use of the prescription drug card. She said Sally Clark from Colorado was elected as the second vice president.

Commissioner Berkbigler said she attended the Intermountain West Corridor Study meeting where the discussion focused on what Phase 3 meant to Northern Nevada. She stated the study was looking at the best way to connect northern and southern Nevada. She stated Congress designated and funded a new interstate connection, Interstate 11, between Las Vegas and Phoenix, Arizona, and the exact route was being determined, including how it would connect to Northern Nevada. She said Interstate 5 was built to transport freight up and down the State of California, but now it was so busy there was a need for a transportation corridor further east, which meant the State of Nevada. She said the study would end in 2014, which would provide the alternatives for the best connectivity. She stated Fallon wanted it to come up Interstate 95, connect to Interstate 80 at Fallon, and then continue straight up to Boise, Idaho to the Canadian border. She said Elko was not connected north to south, and that was one of the legs being looked at. She stated the County would want it to connect as close as possible to the County because, once built, the highway would really draw growth into Northern Nevada. She said she and Commissioner Weber would be attending the meetings because it was really important to Washoe County.

Commissioner Berkbigler said she attended a meeting of the Tahoe Transportation District, where work continued on Trans-Sierra Transportation, which was part of the Intermountain West. She said everybody was looking at what was being called “triangle connections” of major highways, one of which would run between Los Angeles, Phoenix, and Las Vegas with the goal of uniting the districts. She advised the Tahoe Transportation District was working on the Trans-Sierra portion of this, so they could bring in tourism and business growth into Northern Nevada.

Commissioner Berkbigler said the Regional Planning Governing Board (RPGGB) elected Councilmember Ed Lawson, City of Sparks, as the new Chair and Councilmember Dwight Dortch, City of Reno, as the new Vice Chair. She said there was a lot of talk about regionalization. She stated she attend the Nevada Tahoe Conservation District meeting, and Nevada hired someone to be the program coordinator for the 28 conservation districts in the State. She said one of the hot issues was making sure the Sage Grouse did not get put on the endangered species list, because there could be serious impacts on the rural businesses and the businesses in Washoe County. She discussed several other environmental issues affecting Lake Tahoe.

Commissioner Jung said she would be attending a meeting of the Blue Ribbon Committee on Regional Fire on June 24, 2013. She stated on Thursday, at the Reno Sparks Convention and Visitors Authority (RSCVA), the Regional Shared Federal Framework meeting would be held. She said the District Board of Health would be meeting on Thursday. She said the District Board of Health directed staff to conduct a fundamental review of the restructuring of District Health in response to its declining revenues. She said the group chosen was more of a benchmarking group instead of a fundamental review group, and she was concerned they would not be able to provide the necessary report. She stated the Board decided not to use them, and were discussing other contractors. She said on July 31, 2013, there would be a special Truckee River Flood Project meeting to take action on a report to the State regarding the Flood Project's finances, because it was not noticed properly at the last meeting. She said the Open Space and Regional Parks Commission would be meeting on August 6, 2013 and the Senior Services Advisory Board would be meeting on August 7, 2013. She stated she would be going to Elko to take a mining tour on August 8-9, 2013, which meant she would not be able to make the Truckee River Flood Project meeting on August 9, 2013. Commissioner Berkbigler said she would attend.

Chairman Humke said there would be a RSCVA meeting on Thursday.

Commissioner Weber felt it was important for all of the Commissioners to attend the Regional Shared Federal Framework meeting on Thursday because Interstate-11 would be discussed. She stated she was aware other County Commissioners would be fighting to get the new interstate highway connection. She said the County needed to take a position on it and to work with all of the other entities. She said the Nevada Association of Counties (NACO), NACo, and the Western Interstate Region (WIR) were all involved with the Sage Grouse issue at the federal level. She advised the RSCVA opened up a visitor's center at the Reno-Tahoe Airport.

**13-666            AGENDA ITEM 29 – CLOSED SESSION**

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

There was no closed session.

**1:40 p.m.**            The Board recessed.

**6:05 p.m.**            The Board returned with Commissioner Hartung absent.

## PUBLIC HEARINGS

### **13-667      AGENDA ITEM 23 – COMMUNITY SERVICES**

**Agenda Subject: “Review approval of Parcel Map Case Number PM13-003 by the Parcel Map Review Committee for Washoe Ranch Properties and consider Appeal Case Number AX13-001, which seeks to overturn the approval. The parcel map is the first in a series of 19 maps that subdivides 303 acres of property located in Washoe Valley, generally across old Highway 395 from Bowers Mansion, into 58 lots of approximately five acres each. Possible action to approve the map, approve the map with additional conditions or dent the map. The appellant is West Washoe Association – (Commission District 2).”**

The Chairman opened the public hearing by calling on anyone wishing to speak for or against the review of approval of Parcel Map Case Number PM13-003 by the Parcel Map Review Committee for Washoe Ranch Properties and consider Appeal Case Number AX13-001.

Bill Whitney, Planning and Development Division Director, conducted a PowerPoint presentation that was placed on file with the Clerk. The presentation highlighted the Vicinity Map, the Parcel Map and aerial views of the properties. He explained that the staff report contained all the information pertinent to this appeal in order to maintain a complete record in the event the appeal moved forward.

Tom Hall, West Washoe Association representative, indicated that 15 years ago a land owner came forward with a massive land development plan for the Casey Ranch in Washoe Valley. At that time, the West Washoe Association filed a protest against the plan. The protest contained issues and concerns surrounding sewer, affluent water and flood plains. He said the applicant then stated it would be beneficial to place the property into public ownership. Mr. Hall commented that an extension agreement was then suggested for the application to be put on hold to allow the land owner time to negotiate with the Bureau of Land Management (BLM). He said that deal had occurred, and he explained that some of the property was devoted to and restricted to public use. Currently, there were 303 acres remaining, which the land owner had once again applied to the BLM for a sale; however, an agreement could not be reached about the pricing. The applicant then contacted the County and presented a subdivision based on the zoning of 15 years ago. He said the West Washoe Association was concerned and still wanted the BLM to purchase this property and not have it be developed into 58 single-family homes, plus a Recreational Vehicle (RV) park. The property owner indicated that he wanted to go through the BLM; however, there were still issues over pricing. Mr. Hall indicated that he wrote a letter to the BLM in support of the property owner. Apparently, progress had been made and a price had been agreed upon, but there were still some conditions that needed to be resolved to make the purchase secure. Mr. Hall suggested this matter be continued to allow the BLM and the land owner/applicant time to work through the conditions. He said a timeframe discussed was to extend their negotiations until December 31, 2013 to allow the chance to finalize the deal with the

BLM; however, if that deal was not made, the matter would be brought back to the County Commission for a public hearing during a January 2014 meeting.

David Robertson, Washoe Ranch Properties representative, agreed with Mr. Hall's comments and said it was important to understand that the process would take time. He confirmed that all the other land had gone into public ownership and the 303 acres was the remaining portion. If this land could be placed into public ownership, he said that would satisfy the citizens who resided in the area. The BLM needed to be convinced there was urgency and, even though the BLM did not always move quickly, there was that chance they would move quickly since the funding was available. Mr. Robertson agreed that a continuance was appropriate, and he agreed with the suggested time frame to the end of the year with the 60-day timeframe beginning at that point.

Paul Lipparelli, Legal Counsel, explained that the time frame to process appeals for Parcel Map Review Committee decisions were governed by Section 110.606.55 of the County's Development Code. After the County received a complete appeal statement, there were 30 days to schedule a hearing, and from the date of that hearing, the Board had 60 days to make a decision otherwise the appeal was deemed approved. If the time frame of the Code was followed, there would be 60 days from this meeting to make a final decision; however, if the applicant stated on the record they were not going to insist on their right to have a decision within 60 days, and were willing to stipulate to a different timeframe, then fault could not be found with the Board.

Chairman Humke asked if sufficient information had been heard from both parties that the stipulations had been made. Mr. Lipparelli replied that he was satisfied that both representatives spoke on behalf of the parties they represented and both had stated there was a public interest in extending the timeframe in order to allow time for the consummation of this transaction.

Mr. Robertson agreed. He added this was an emotional issue and hoped that the citizens would submit any comments to Mr. Hall who would then forward those comments to the BLM.

Mr. Hall indicated he had been informed by the applicant's engineer that the RV Park mentioned in the application had been withdrawn and would not be resubmitted until after this matter was resolved. Mr. Robertson confirmed that statement to be correct.

Commissioner Weber commended all the parties for working together.

In response to the call for public comment Debbie Sheltra wanted assurance that in the process of waiting another parcel map would not be submitted because this was done as a parcel map and not a subdivision.

JoAnne Skelly distributed a document that was placed on file with the Clerk. She spoke about water quality issues and asked if the Convenience Store was still part of the plan.

There being no further comments, the hearing was closed.

Mr. Whitney clarified that the Convenience Store was withdrawn along with the RV Park.

Mr. Lipparelli understood the stipulation to consist of the following elements:

- Action on the West Washoe Association appeal would be deferred until January 1, 2014;
- The 60-day period of the Development Code Section 110.606.30 for the Board to make a decision on the appeal would commence at that time; and,
- During the pendency of this continuance, the applicant would not resubmit applications for any further development or subdivision of the subject 300+ acres.

Chairman Humke moved to defer the West Washoe Association appeal until January 1, 2014, that the 60-day period, as noted in Development Code Section 110.606.30 for the Board to make a decision on the appeal would commence at that time; and, during the pendency of this continuance, the applicant would not resubmit applications for any further development or subdivision of the subjects 300+ acres. Commissioner Jung seconded the motion.

The representatives agreed with the motion.

Chairman Humke said a letter from the Commission could be drafted to the BLM and to our congressional representatives to be used as guidance.

On call for the question, the motion passed on a 4 to 0 vote with Commissioner Hartung absent.

**13-668      AGENDA ITEM 24 – COMMUNITY SERVICES**

**Agenda Subject: “Consider an appeal of the Washoe County Board of Adjustment’s action, Appeal Case No. AX13-002, to approve Special Use Permit Case No. SB13-008 (Hilaria De La Luz), which was requesting 20 one-day horse racing events each calendar year on a +40 acre parcel in the Warm Springs planning area during the months of May, June, July, August, and September, with a maximum of 400 people at each event. Possible action to confirm, reverse, or modify the appealed action based upon interpretation of the findings required and the evidence submitted. The appellant is Thomas Scoggin. (Commission District 5.)”**

The Chairman opened the public hearing by calling on anyone wishing to speak for or against an appeal of the Washoe County Board of Adjustment's action, Appeal Case No. AX13-002, to approve Special Use Permit Case No. SB13-008 (Hilaria De La Luz).

Grace Sannazzaro, Planner, conducted a PowerPoint presentation, which was placed on file with the Clerk. The presentation included the Vicinity Map, the Board of Adjustment's (BOA) actions and conditions, the stated reasons of the appeal, public comments received and a possible recommendation for the Board to consider.

Commissioner Weber questioned the definition for commercial stables within Article 302, *Table of Uses*, of the Development Code as the closest Use Type to horse racing. Ms. Sannazzaro replied at the time of this Special Use Permit (SUP) application, the Development Code only had commercial stables, and it had been the policy of Planning and Development to categorize horse events with commercial stables since it was not listed as any other use and was equestrian related. Commissioner Weber referred to the Site Plan Map of the parcel on page 17 of the staff report. She said the driveway did not appear to have enough room for trucks and trailers and asked for clarification on the size. Ms. Sannazzaro explained that the driveway was approximately 20 feet wide. She indicated there was a picture of the main gate on page 24 of the staff report. She acknowledged that the SUP was reviewed by the Fire Department and emergency medical services without concerns, but noted there were numerous conditions placed on the applicants by other departments. Commissioner Weber was concerned about the parking area and where the spectators would watch the racing. It appeared that the spectators would be next to the race track and was concerned if a loud noise could spook the horses resulting in possible injuries. Ms. Sannazzaro said staff did their best to condition the facility.

Commissioner Weber stated that 32 separate property owners were noticed about horse racing being proposed and asked if that was sufficient noticing. Ms. Sannazzaro explained that followed the requirement per NRS and also in the Development Code. She commented it was noticed twice to 32 separate property owners who owned parcels within 4,000 feet of the subject parcel. Commissioner Weber understood that was the requirement, but she would prefer to see more people noticed. Ms. Sannazzaro stated that 30 separate property owners were required to be noticed for the BOA, and she would not know where to draw that line since it could be subjective. Commissioner Weber requested noticing requirements be discussed in the future. She asked how it would be determined that an event would not have more than 200 cars, 400 people or eight horses. Ms. Sannazzaro explained that the process was complaint-driven, and she believed that wristbands would be distributed until 400 were dispersed. The County Health District would conduct visits during the races and, if suspicious, the applicant would be addressed. Commissioner Weber appreciated all the conditions that were placed on the SUP, but was unclear how a business could be conducted with that many conditions.

Commissioner Jung said a letter submitted by Adalberto Ortega-Peralta to the staff planner, referenced a Mexican Rodeo and asked if that what was being planned. Ashley Veronica Cortez, applicant representative, replied that Mr. Ortega-Peralta had been approved for a special stables permit and that letter referenced the conditions placed on those events. She said Mr. Ortega-Peralta was concerned there would be competition between the two events because he held both types of events. She explained that a Mexican Charreada was conducted in a round arena, but the horse racing being proposed would be on a straight race track. Commissioner Jung asked if Mr. Ortega-Peralta's application had been processed since she had not seen that application come before the Board. Ms. Sannazzaro explained that Mr. Ortega-Peralta's SUP was approved by the BOA in April 2013 without any appeals and was located on Ernie Lane, which was in the same area as this proposed event.

Commissioner Jung asked for assurances that there would be no horse-tripping, or steer-tailing. Ms. Cortez confirmed that roping or rodeo events would not occur at the De La Luz horse racing venue.

Commissioner Weber said the horse races were noticed to be conducted between May and September and asked on the status of those events. Ms. Sannazzaro replied that the applicants could begin this year if all the conditions of approval were met. Ms. Cortez said the applicant was aware of all the conditions by the different agencies and had been working to meet those conditions. She explained that contracts with different vendors were pending on the Board's decision. She commented that the applicant was willing to reduce the number of events to appease the concerned individuals. Ms. Cortez further explained there was an emergency driveway located on the property and noted there were two entrances.

Tom Scoggin, Appellant, acknowledged he owned property near the applicants which he bought in 2005 before this project was considered. Since the County had no zoning for racetracks, staff indicated that commercial stables were close enough of a Use Type to allow horse racing. He said the only thing in common between horse racing and stables were horses. He said an ordinance was passed recently, but defined equestrian facilities so vaguely that almost any use of horses fell within the definition. The use of this project should be categorized as a Commercial Use or an Outdoor Recreational Use. The intensity was such that the use should be categorized as car, motocross, go-kart or monster truck racing, which would be considered outdoor amusement, entertainment and recreation.

Mr. Scoggin said the number of attendees, the number of parking spaces and the number of races proposed qualified this use to be developed with full permanent improvements, and located on a commercially zoned property with appropriate access roads, landscape screening and parking requirements. There were so many concerns with this project that 48 conditions were to be met before the project would be approved. However, some conditions could not be mitigated such as noise, and he felt the 400 possibly drunk people cheering a race was not compatible to this rural area. He questioned if alcohol would be served at the event and, if so, what affect would that have

on Grass Valley Road, the residents or the Pyramid Highway. He said the project would have a negative effect on property surrounding the project and people that wanted to live on Grass Valley Road would not buy or develop their property because of the proposed activity.

Mr. Scoggin indicated that he had invested over \$200,000 in his property with the thought of adding an additional \$500,000 to build his dream home, but he would not develop the property and live next to a commercial horse racing enterprise. After speaking to a Washoe County Traffic Engineer about the current traffic count and the anticipated traffic count, he was informed that a traffic count had never been conducted on Grass Valley Road. The Traffic Engineer stated that the road was acceptable and there appeared to be ample parking for 200 vehicles. However, the Traffic Engineer had not physically seen Grass Valley Road, but reviewed an aerial view of the property. He questioned how an opinion could be given on the condition of a road from an aerial view. Mr. Scoggin said this project should not be acceptable to any person, and he felt the Traffic Engineer should have stated the road be improved to allow such an intense use. This project was not consistent or compliant with the Warm Springs Area Plan. He said the project needed a better site plan to demonstrate sufficient parking on site and minimum improvements should be required for the parking lot to demonstrate appropriate parking for fire safety and dust control mitigation. He said the issuance of the SUP was detrimental to adjacent properties and detrimental to the character of the surrounding area.

In response to the call for public comment, Bonnie McLane said she had been a resident of Palomino Valley for 28 years and had seen several tragic accidents on the Pyramid Highway. She said Grass Valley Road was a two-lane dirt road with one access to the Pyramid Highway. She voiced her opposition to the horse racing project.

Katherine Snedigar indicated Grass Valley Road was a narrow road, but she felt the problem occurred when the Palomino Valley General Improvement District (PVGID) went from soft ditches to V-shaped ditches making it difficult to move to the side to let another vehicle through.

Amy Harvey, County Clerk, distributed six e-mails to the Board that had been received. The e-mails were placed on file with the Clerk.

There being no further comments, the hearing was closed.

Commissioner Weber asked for clarification on the roads in the area and how PVGID maintained those roads. Ms. Sannazzaro indicated that the application was sent to PVGID who in turn provided four conditions. She said the President of PVGID requested notice of the event dates and to review the condition of the roads after each event. She said PVGID would hold the applicant responsible for any culvert damage, would require 12-inch diameter culverts on any future driveways and require that Grass Valley Road be watered from the Pyramid Highway to the subject parcel before vehicles arrived and before they left the subject property.

Commissioner Weber inquired if there would be a concession stand at the event. Ms. Sannazzaro replied there would be vendors, alcohol would be served and there would be five security guards present. If there was any sign of disruption, the Washoe County Sheriff's Office (WCSO) would be contacted immediately. She explained that the applicant was prohibited from having any amplified noise, and indicated there were no bleachers so the attendees would bring their own chairs. Ms. Sannazzaro confirmed these were one day events to be concluded by 7:00 p.m. with all vehicles off the premises by 7:30 p.m.

Commissioner Weber appreciated Mr. Scoggin's comments and understood this would impact his property; however, she had fought for property rights for that whole community. She said when the area recently changed from General Rural (GR) to General Rural Agricultural (GRA) it was important to note those were 40+ acre parcels and hopefully the noise would not be as bad as anticipated by the appellant. Commissioner Weber suggested this be brought back after an event to see if any improvements were needed. She also recommended staff begin discussions on the types of ditches in the area.

Commissioner Weber moved to confirm the approval of Special Use Permit Case No. SB13-008 by the Washoe County Board of Adjustment (BOA). In confirming the approval, the Board of County Commissioners (BCC) determined that the BOA correctly interpreted the required findings, and that the evidence reviewed by the BOA and the evidence submitted to the BCC on appeal adequately supported approval of the permit. Commissioner Berkbigler seconded the motion.

Commissioner Weber asked how updates and/or status reports could be placed into the motion. John Berkich, Interim County Manager, replied that staff could provide a written status report on this project. Commissioner Weber suggested this be brought back after the first three events for a review of the conditions and if any improvements were needed.

Paul Lipparelli, Legal Counsel, clarified that under the Development Code, in deciding an appeal of a Special Use Permit decision, the BCC could confirm, reverse or modify the appealed actions based on their interpretations of the findings required in the evidence submitted.

Commissioner Weber added to the motion that this come back before the BCC with a status report after the third horseracing event. The seconder agreed.

On call for the question, the motion passed on a 4 to 0 vote with Commissioner Hartung absent.

**13-669            AGENDA ITEM 25 – COMMUNITY SERVICES**

**Agenda Subject: “Consider an appeal of the Washoe County Board of Adjustment’s action, Appeal Case Number AX13-003, to deny Variance Case No. VA13-002**

**(Ellis), which was requesting to vary the minimum lot size requirements to allow the maintenance of livestock on property less than one-half (.5) acre in size, which is not permitted under WCC 110.330.20(a). Possible action to confirm, reverse, or modify the denial based upon the Board's interpretation of the findings required and the evidence submitted. Appellants are Ronald and Frances Ellis and the subject property is located at 1260 High Chaparral Drive, Reno, Nevada, APN: 140-102-08. (Commission District 2.)"**

The Chairman opened the public hearing by calling on anyone wishing to speak for or against the appeal of the Washoe County Board of Adjustment's action, Appeal Case Number AX13-003, to deny Variance Case No. VA13-002 (Ellis).

Sandra Monsalvè, Senior Planner, conducted a PowerPoint presentation, which was placed on file with the Clerk. The presentation included the appeal request, the background, the contents of the appeal, Section 110.330.20 of the County's Development Code and staff's recommendation. She said the Appellant's purchased the property in 2012 under the assumption they could have horses because the real estate listing indicated it was horse property. She said they were cited by the District Health Department for manure smells and complied with the Health Department; however, were then cited by Code Enforcement because they were maintaining horses on a property less than one-half acre in size.

Commissioner Berkbigler asked if there were horses located on other properties in the neighborhood with less than one-half acre. Ms. Monsalvè stated she was not aware of such properties or any that had been brought to the attention of Code Enforcement. Commissioner Berkbigler asked if the Appellant's currently had the horses on their property. Ms. Monsalvè believed the horses were still on the property because the Code Enforcement citation was to remove the horses within a certain timeframe if the variance request was denied.

Chairman Humke asked if similar variances had ever been granted. Ms. Monsalvè replied she had never seen any variance applications for this type of request on a parcel less than one-half acre in size.

Luke Andrew Busby, Appellant's representative, highlighted some key points on the findings made by the Board of Adjustment (BOA). It was found there were no extraordinary or exceptional circumstances, but he did not believe that finding reflected the record. He felt that the MLS listings, which listed the parcel as horse property, the presence of a tack shed, the original zoning of the property, and the presence of horses on the property in the past all constituted an extraordinary or exceptional situation. Mr. Busby said the BOA also found that having a horse on the property would create a substantial detriment, but he could not understand how that was rationalized since horses were permitted on half-acre parcels, but on 3 percent less it constituted a substantial detriment. He explained that the Appellant's had two miniature horses on their property, and he did not believe the record reflected substantial detriment to the public by the presence of the miniature horses. He said the Appellant's had

received a large amount of support from neighbors during the BOA meeting. He indicated that horses had been on this property with prior owners, and he felt this was an issue of first impression and for the Board to impose reason on the rule.

Mr. Busby stated that the BOA found that granting the variance would constitute a use, which was not otherwise expressly authorized, but that would be true for any variance application. If use were already authorized there would be no need to request a variance. He said the statute that provided the County the authority to grant these types of variances was broad and stated if an extraordinary, exceptional situation or condition of the piece of property existed, it would result in an exceptional and undue hardship and, if the relief granted would not create a substantial detriment to the public good, the applications could be granted. He said the statute gave the Board a great deal of latitude to exercise reasonable judgment in these cases, and he felt that the equities balanced on the side of the Appellant's. The Code stated that the Board was allowed to grant variances if the application of the Code was strict or harsh. He said this was clearly one of those cases and it was within the discretion of the Board to grant the variance.

Commissioner Berkbigler questioned the size of the miniature horses. Mr. Busby replied that the horses were the size of a large dog. Commissioner Berkbigler asked if any of the neighbors owned large dogs. Mr. Busby believed that the Appellant's could testify to the facts.

Commissioner Jung asked how much the miniature horses weighed. Ronald Ellis, Appellant, replied that the horses ranged between 270 and 300 pounds and stood about the size of a Great Dane or a Saint Bernard. Commissioner Jung said this property was advertised as "horse property" and asked if the Appellant's had any recourse if the variance was not granted. Paul Lipparelli, Legal Counsel, said the Appellant's may have some rights against the seller of the property for improper representation. He said there could be a civil action and would be a matter for the Appellant's to confer with their legal counsel. The granting or denial of a variance was driven by the findings, the special circumstances and the potential detriment. He said when the Board was sitting in review of a variance decision by the BOA, the Board's authority was to grant, deny or modify the findings. If the Board chose to do so, the modification should fit within the County Commission's findings on how those criteria applied to this circumstance.

Commissioner Jung said there were some concerns this would be precedent setting and that other citizens with less than half an acre would submit similar requests. Mr. Lipparelli explained it may set a precedent, but it was not a binding precedent. He said other requests would be treated on a case-by-case basis.

Chairman Humke said the appeal referenced a case in Spotsylvania County, Virginia where a 10 percent variance was granted and asked if that was a court case. Mr. Busby believed that was an application for a variance. He noted that the record of that action was contained within the original staff report and attached as an exhibit. Chairman Humke asked if this variance was predicated on the fact that these were

miniature horses. Mr. Busby replied that the Appellant's would be willing to accept that as a condition for granting the variance and would only be able to have two miniature horses on the property. He noted that staff included a motion on page 90 of the staff report to reverse the denial with the conditions listed. He indicated that the Appellant's were in agreement of the conditions and hoped to arrive at a solution for all the parties.

Commissioner Weber asked if the staff report noted these were miniature horses. Ms. Monsalvè replied that the background referenced livestock specifically horses, but she did not explain the types of horses because per the Code they were defined as livestock/horses.

In response to the call for public comment, Francis Ellis, Appellant, stated that when they moved, their top priority was to purchase horse property since they had owned the two miniature horses for over 10 years. She said the larger of the two stood 35 inches high and weighed about 300 pounds. She explained when they purchased the property there was a horse shelter, a tack room and was turnkey ready for horses. Ms. Ellis clarified that they had never received a citation from the Health Department.

Mr. Ellis said if the variance was not granted, it would cause a substantial hardship to his family. He stated that he always maintained the property in a safe and sanitary manner and clarified that a citation from the Health Department had never been received. He remarked that he had voluntarily contacted the Health District for an inspection. He said other homes in the area also had ponies on their properties and, if there was a smell, it could come from any number of properties.

Cathy Brandhorst spoke about the variance and supported the Appellant's.

Stewart Handte recalled that the listing for the Ellis property was listed as horse property. He said he was one of their neighbors and was in support of the variance. He indicated that his dog, a French Mastiff, weighed approximately 190 pounds and kicked up dust, which was always in the area. Mr. Handte stated that the Appellant's were ambassadors of goodwill in the Virginia Foothills.

Tom Lewison, Garth Elliott and Gary Schmidt stated their support for the Appellant's.

Patrick Scheffer explained that he bought his house knowing the wind directions in the County. He knew that several houses in the area were on less than half an acre and that they could not have horses, which was one reason he bought his property. He indicated that the previous owners did not have a horse and, prior to that, if there was a horse on the property it was still there against Code. He noted there were zero horses in the Sagewood Estates subdivision, which the Appellant's and himself lived in. He said if a person was buying a piece of property for special use, it was the buyer's responsibility to account for the listing. He said there were Codes for a reason and where would the line be drawn if the Code were to be followed. He confirmed his opposition to the variance.

There being no further comments, the hearing was closed.

Commissioner Berkbigler stated that she had neighbors with two dogs that were larger than the miniature horses in question and she lived on considerably less than a third of an acre.

Commissioner Jung summarized that the Code was antiquated and arbitrary. She suggested this part of the Code be brought back on a future agenda item to review the percentage within the general accepted standard.

Chairman Humke disclosed that his wife owned three miniature horses.

On motion by Commissioner Berkbigler, seconded by Commissioner Weber, which motion duly carried with Commissioner Hartung absent, it was ordered that the Board of Adjustment's action to deny Variance Case No. VA13-002 (Ellis) be reversed and that a variance to vary from the minimum lot size requirements under Washoe County Code (WCC) 110.330.20(a) to allow no more than two miniature horses on property less than one-half (.5) acre in size for the property located at 1260 High Chaparral Drive in Reno, Nevada be approved. The variance was granted subject to the following conditions:

1. Based on the review of the interpretations of required findings and the evidence contained in the record on appeal as well as information adduced at the hearing, this Board determined that with the respect of the property at 1260 High Chaparral Drive there was an exceptional situation and special circumstances: that the strict application of WCC 110.330.20(a) would result in exceptional and undue hardships upon the owner of the property; and that the variance would not work a substantial detriment to the public good or a special privilege for the property.

The variance was also granted subject to the following three conditions:

1. The applicant shall be limited to the keeping of two miniature horses on the property until the subject property was sold. If sold, all livestock must be removed from the property prior to the recordation of the Deed. The Washoe County District Attorney's Office in conjunction with the Planning and Development Division of the Community Services Department shall determine compliance with this condition.
2. The applicant shall be required to submit a manure maintenance plan to the Washoe County District Health Department. The District Health Department shall determine compliance with this condition.
3. If complaints were received by the County regarding how the animals were being maintained on the subject property, the Board of Adjustment may hold a public

hearing and revoke the variance if it finds that the manner in which the animals were being kept worked a substantial detriment to the neighboring property.

\*\*\*\*\*

Chairman Humke recognized retiring County Clerk Amy Harvey. He asked Ms. Harvey to stand for recognition. Ms. Harvey thanked the Board for their support over the years and said she had enjoyed her tenure working with the Board of County Commissioners.

**13-670            AGENDA ITEM 26**

**Agenda Subject: "Presentation by Washoe County School District regarding Critical Capital Funding Needs and AB46."**

**8:25 p.m.**        Commissioner Hartung joined the meeting via telephone. He indicated that he would watch the proceedings and return via telephone after public comment was completed.

Washoe County School District (School District) Board of Trustees (BOT's) President Barbara Clark explained that the School District had submitted a bill draft to the Legislature, which would provide a quarter cent sales tax increase and a \$0.05 per \$100 of assessed property value to raise approximately \$20 million per year. This would sustain adequate service levels at the schools in order to maintain the taxpayer's community infrastructure while providing the children a safe, warm and dry learning environment. As fellow elected officials, the BOT's understood the position the Board was placed in, one that was not asked for and one that the School Board did not want to have to impose on the Board. However, the BOT's appreciated the opportunity to keep fighting for this important issue. She said this was the beginning of the process and introduced the other School Board Trustees in attendance.

**8:34 p.m.**        Commissioner Hartung left the meeting. It was noted he would return on the line at the conclusion of public comment, which he was monitoring.

President Clark said there was a common mission that there be a vibrant, robust community and economy. The components needed were a skilled and educated workforce that attracted businesses to the community and families to our schools. The importance of school buildings had been recognized as a fundamental element of society with a connection between academic achievement and a school facility. President Clark stated that 60 percent of the schools in the District were older than 30 years and 25 percent were older than 50 years.

President Clark said significant foundation changes in the schools had been made over the past four years and people with the right skills had been placed in the right jobs. She said decision-making was based on data and there were now key performance targets implemented to hold individuals and departments accountable. She

said the discussion and decision-making was still centered on improvement, accountability, transparency and data. She indicated that the graduation rates had risen from 56 percent to 70 percent and staff was receiving more professional development. However, the School District needed help from the Board of County Commissioners (BCC). She said many reasons would be cited why the BCC should or should not raise taxes, but the children had to be considered and they needed a warm, dry and safe environment. President Clark appreciated the opportunity to address all the Board's concerns and questions over the next few months and looked forward to the opportunity to address the on-going facility needs.

School Board Trustee Mayer reviewed the changes that had been made for the betterment at the Sparks High School and the Robert Mitchell Elementary School. He said Robert Mitchell Elementary was under revitalization and was receiving on-going improvements making it a wonderful place for the students to learn. He explained that Sparks High School never had an elevator, but thanks to the revitalization process, the School received an elevator allowing one of their long-time Science teachers, who was wheelchair bound, the ability to teach Science in the Science Lab on the second floor. He said yearly maintenance was needed to maintain a safe, warm, healthy environment for the 64,000 students.

School District Superintendent Pedro Martinez thanked the Board since they were not asked to be placed in this position. He complimented them because no Commissioner or County staff had ever said a negative word about the initiative. He applauded the Board for their leadership and for keeping an open mind about the initiative, and he felt they deserved the thanks and gratitude from the BOT's.

Commissioner Berkbigler appreciated all that the BOT's accomplished and felt this would be a long, drawn out process. Over the last five years, she asked how many non-teacher staff had been reduced due to the economic downturn. Superintendent Martinez replied that over \$130 million had been cut over the last four years, but the School District had been smart in their reductions and used reserves from being prudent in the good years. He said the District was about continuous improvement and would be proactive.

Paul Lipparelli, Legal Counsel, noted that members of the BOT's were present, but were not sitting together to constitute a quorum.

In response to the call for public comment, the following individuals spoke **in support** of AB 46: Mark Ashworth, Paul McKenzie, Todd Koch, Daryl Drake, Melanie Stewart, Bernie Anderson, Anne Loring, Mike Boster, Toni Elam, Jim Pfrommer, David Bobzien, Mike Sprinkle, Richard Daly, Caryn Swobe, David Antonuccio, Brian Reeder, Michael Cate, Jill Tolles, David Dehls, Tray Abney, Nancy Podewils and Denise Hedrick. They favored the action based on broad-based taxes, needed improvements, repair and revitalization, and felt that the community needed safe and secure schools.

The following individuals **were opposed** to AB 46: Carlos Cardoso, Ken Keppe, Heidi Smith, Joannah Schumacher, Lynn Chapman, Thomas Dickman, Jim Clark, Carole Fineberg, Jane Lyon, Kim Bacchus, Charlene Bybee, Robert Gastonguay, Steve Donahue, Katherine Snedigar, Art O'Connor, Mike Bryant, Ronald Lewis, Larry Martin, Gary Schmidt, Tom Taber and Ira Hansen. They opposed the action based on it being unconstitutional, this should be returned to the Legislature for a two-thirds vote as required, this should not have been given to the Board of County Commissioners, there was no sunset clause in the bill, and no oversight, fiscal malfeasance and ignored the property tax cap.

The following individuals submitted comment cards **in support** of AB 46: Christopher O' Faherty, Mike Lowe, Russell James, Michael Kennedy, Tracy Holland, Raymond Vietti, Autumn Mowrey, Denise Mowrey, Harry Mowrey, Janet Carnes, Joe Easdon, Tim Payne, Rob Benner, Rodlynn Casas, Montana Albitre, Joshua Morrow, Robert Munson, Susan Kaiser, Melissa Sewell, Phillip Kaiser, Natha Anderson, Scott Mathisen, Gena Mathisen, Jonnie Pullman, David Kitt, Edwin Jordan, Emily Pelletier, Gabriel Viegas, Leslie Gilkey, Barbara Brooks, Andrew Kinney, Michael Kinney, Anthony Kinney, Julie Kinney, Randy Foote, Jon Varnev, Eloy Jara, Rachel Jara, Alma Villareal, Jacqueline De La Riva, Alfredo De La Riva, Ashley Stone, Melissa Duvall, Brain Daly, Lisa Daly, Sara Daly, John Russell, Loren Carnargo, Kimberly Woldruff and Victoria Gonzales.

The following individuals submitted comment cards **in opposition** to AB 46: Corrine Glass and Paul Glass.

**10:40 p.m.** Commissioner Hartung rejoined the meeting via telephone.

Commissioner Jung felt there was misinformation on both sides of the issue that needed to be clarified. She suggested a fact sheet be put together and a dedicated time and/or meeting such as a workshop be scheduled for a thorough discussion.

Commissioner Hartung stated he had numerous questions on this issue. He applauded the citizens for their comments and opinions and looked forward to additional meetings. He agreed with a dedicated time for this discussion and also suggested meetings being topic specific for certain questions and reports to be reviewed and discussed.

Chairman Humke inquired on the process for meetings to be scheduled. John Slaughter, Acting Assistant County Manager, explained that the Board had eight meetings remaining for the rest of the calendar year. The deadline for the Board to take action on this issue was January 1, 2014. He said the process for an ordinance would need to begin during the October 22nd meeting to provide direction to prepare an ordinance. The next meeting would be the first reading of an ordinance and then the third meeting would be adoption of an ordinance. Chairman Humke said meeting times for the Board could be allocated for additional exploration. Mr. Slaughter said the Board would have

five BCC meetings remaining for discussion if October 22nd was the date to begin an ordinance.

Chairman Humke asked if Mr. Slaughter had discussions with the School District about touring the schools or conducting workshops at some of the schools. Mr. Slaughter replied there had been some preliminary discussions to tour facilities, which may have to be noticed as a quorum may be present or the Commissioners could conduct tours separately within their districts. He explained if the property tax was approved it would not go into effect until July 1, 2014. The ordinance for the Sales and Use Tax would become effective 10 days after the approval of the ordinance, but the State Taxation Department would need time to develop the process to implement that tax which could take up to three months.

Commissioner Berkbigler requested information on the Real Property Transfer Tax as used by other School Districts in the State. Mr. Lipparelli replied he would research that request. Chairman Humke did not think that was available this cycle without going back to the 2015 Legislature.

John Berkich, Interim County Manager, explained that County staff would work with School Board staff to organize some town hall type meetings at strategic facilities around the District and outline agendas in a progressive manner to meet the Board's needs. Chairman Humke suggested holding the meetings at a variety of times and locations to accommodate citizens. Commissioner Hartung also suggested the possibility of reinstating the Board's third meeting until this issue was completed.

Commissioner Weber suggested the meetings be scheduled soon and then posted for citizens. She stated she was not elected to raise taxes, was not elected to vote on the School District's funding and did not believe it was the right thing to do. She questioned how five County Commissioners could impose this initiative when 63 Legislatures could not come to a conclusion.

Mr. Slaughter indicated that all the information related to AB 46 would be prominently displayed on the County's website for review.

There was no action taken on this item.

**13-671      AGENDA ITEM 27 – MANAGEMENT SERVICES**

**Agenda Subject: “Discussion and possible direction to staff on AB 46 of the 2013 Nevada Legislative Session, including but not limited to a review of AB 46, discussion regarding implementation process requirements, public input, and timelines; (AB 46 authorizes the imposition of a new sales and use tax, and ad valorem tax in Washoe County for capital projects of the Washoe County School District). (All Commission Districts.)”**

\*\*\*\*For discussion on this item, please see Agenda Item 26.\*\*\*\*

There was no action taken on this item.

**13-672      AGENDA ITEM 31**

**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.”**

Cathy Brandhorst addressed the Board about her concerns over stolen items.

\* \* \* \* \*

**11:17 p.m.** There being no further business to discuss, on motion by Commissioner Jung, seconded by Commissioner Weber, which motion duly carried with Commissioner Hartung absent, the meeting was adjourned.

\_\_\_\_\_  
**DAVID E. HUMKE**, Chairman  
Washoe County Commission

**ATTEST:**

\_\_\_\_\_  
**AMY HARVEY**, County Clerk and  
Clerk of the Board of County Commissioners

*Minutes Prepared by:  
Jan Frazzetta and Stacy Gonzales, Deputy County Clerks*

## INTERLOCAL AGREEMENT

1. PARTIES. This Interlocal Agreement (“Agreement”) is entered into between Washoe County, by and through its duly constituted Board of County Commissioners (“County”), and the South Truckee Meadows General Improvement District (“District”), by and through its duly constituted Board of Trustees, a local government as defined in NRS 354.474, and all parties are hereafter occasionally referred to as “the Parties.”

2. RECITALS.

2.1 The Parties are public agencies under NRS 277.100;

2.2 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;

2.3 NRS 355.168 and 355.175 authorize the County’s Treasurer (“Treasurer”) to invest by pooling any money held by the Treasurer for local governments, including that of the District;

2.4 District desires to have certain monies deposited with Treasurer to be pooled with monies of County and other local governments for investment in County’s pooled investment fund (“Fund”); and

2.5 County has engaged the services of investment advisors, custodial banks and other investment services (hereinafter “third-party investment services”).

2.6 County and District desire to enter into an agreement to set forth the terms and conditions, upon which said monies are to be pooled and invested.

3. PRIOR AGREEMENTS. This Agreement cancels and supersedes, as of the effective date hereof, any previous agreement, whether oral or written, between County and District regarding the subject of this Agreement.

4. AUTHORIZATION TO POOL AND INVEST. District hereby authorizes County and Treasurer, and County and Treasurer agree, to invest certain monies tendered by District in the Fund without compensation pursuant to the terms and conditions hereof.

5. IDENTIFICATION OF DISTRICT MONIES. District will deposit certain monies with Treasurer from time to time for the purposes set forth herein.

6. INVESTMENTS AND ALLOCATION.

6.1 Treasurer shall invest District’s monies in such securities only as authorized by NRS 355.170 and 355.171 as well as other applicable provisions of Nevada Revised Statutes and any special applicable law and in accordance with County’s Investment Management Plan (a

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copy of which is attached hereto as Exhibit "1").

6.2 Treasurer will allocate and distribute on account for District the District's pro rata share of any gains, losses, interest earnings and third party investment service expenses in the Fund based upon the proportion of District's monies to the total value of the Fund and also based on the average cash balance in the Fund over the applicable accounting period.

7. PROCESSING DISTRICT'S DEBT PAYMENTS.

7.1 In the event that District deposits with Treasurer monies which are obligated under special financing, such as bonds, District shall be solely responsible for monitoring the status of such special financing and determining if and when it is appropriate to call such special financing. Until District advises Treasurer in writing that it is calling such special financing and directs Treasurer to cease payments, Treasurer shall process payments on such special financing on behalf of District in accordance with instructions of issuance.

7.2 Treasurer may act as paying agent or select a third party paying agent to process bond payments. Any charges by such a third party shall be deducted from District's monies in the Fund.

8. REPORTING. Washoe County Comptroller shall deliver to District as soon as practical following the end of each quarter of each fiscal year a report revealing the District's balances and allocated earnings, losses and expenses.

9. DISTRICT'S AUTHORIZED AGENTS. District shall promptly advise Treasurer in writing of the name(s) and address(es) of its employee(s)/agent(s) who is/are authorized to advise and instruct Treasurer concerning the matters of this Agreement. District will also provide to Treasurer specimen signatures of the authorized employee(s)/agent(s). Treasurer shall not suffer any liability whatsoever with respect to any action taken in reliance upon any written instructions or notices which Treasurer shall, in good faith, believe to be genuine and to have been signed by District's authorized employee(s)/agent(s).

10. WITHDRAWALS AND TERMINATION.

10.1 District is entitled to make partial withdrawals of its monies out of the Fund provided District delivers to Treasurer written notice and specific instructions regarding said withdrawal. Treasurer shall comply therewith at the first reasonable opportunity presented by the markets and in consideration of the type of investments used in the Fund, but only so long as the Fund incurs no loss or risk to its remaining investments, and further so long as District pays any penalties, losses and third-party-expense related to said withdrawal that may be required to be paid. Cash distribution shall be determined by par value of securities at liquidation, if necessary.

10.2 This Agreement may be terminated by either party upon thirty days (30) written notice or upon the enactment of any law inconsistent herewith. The value of the Fund at the expiration of said thirty (30) days shall determine the prorata value of District's monies, including earnings and losses, available for withdrawal. Notwithstanding the thirty (30) day notice, said withdrawal of District's monies from the Fund shall occur over that period of time

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which in the reasonable determination of Treasurer is necessary to protect the Fund's other investments from risk and loss in accordance with sec. 10.1 above, not to exceed eight (8) months. The party electing to terminate this Agreement shall pay all penalties, losses and third-party-expense related to said withdrawal.

11. INDEMNIFICATION/HOLD HARMLESS.

11.1 The Parties agree that each will be responsible for any liability or loss that may be incurred as a result of any claim, demand, cost, or judgment made against that party arising from any negligent act or negligent failure to act by any of that party's employees, agents, or servants in connection with the performance of obligations assumed pursuant to this Agreement.

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

11.3 The indemnification obligation pursuant to this section is conditioned upon receipt of prompt written notice by the indemnifying party of the indemnified party's actual notice of any action or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorney's fees and costs for the indemnified party's chosen right to participate with legal counsel.

11.4 District agrees that it is investing at its own risk and that past performance is no guarantee for future performance. District agrees to hold the county harmless from all claims, suits, actions, costs, losses, penalties, taxes and liabilities, including court costs and attorney's fee, arising from or related to investment performance under this Agreement.

12. MISCELLANEOUS PROVISIONS.

12.1 This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns.

12.2 This Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof, and supersedes and replaces all prior understandings and agreements, whether verbal or in writing, with respect to the subject matter hereof.

12.3 This Agreement may not be modified, amended, assigned, transferred, nor may any rights, obligations or duties hereunder be delegated in any respect without the written consent of the other party hereto.

12.4 In the event either party brings any legal action or other proceeding with respect to the breach, interpretation, or enforcement of this Agreement, or with respect to any dispute relating to any transaction covered by this Agreement, the losing party or parties in such action or proceeding shall reimburse the prevailing party or parties therein for all reasonable costs of

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litigation, including reasonable attorneys' fees.

12.5 This Agreement is made in, and shall be governed, enforced and construed under the laws of the County of Washoe and the State of Nevada. The parties consent to the personal jurisdiction of any state or federal court of competent jurisdiction located in Washoe County, Nevada and to the service of process by any means authorized by any such state or federal court under the laws of the State of Nevada. The exclusive venue of any action, proceeding or counterclaim arising out of or in connection with this Agreement shall be Washoe County, Nevada.

12.6 No delay or omission by either party in exercising any right or power hereunder shall impair any such right or power or be construed to be a waiver thereof, unless this Agreement specifies a time limit for the exercise of such right or power or unless such waiver is set forth in a written instrument duly executed by the person granting such waiver. A waiver of any person of any of the covenants, conditions, or agreements hereof to be performed by any other party shall not be construed as a waiver of any succeeding breach of the same or any other covenants, agreement, restrictions or conditions hereof.

12.7 All notices, demands or other communications required or permitted to be given in connection with this Agreement, shall be in writing, and shall be deemed delivered when personally delivered to a party (by personal delivery to an officer or authorized representative of an agency party) or, if mailed, three (3) business days after deposit in the United States mail, postage prepaid, certified or registered mail, addressed to the parties as follows:

Washoe County Treasurer  
Administration Complex  
1001 East Ninth Street, Suite D 140  
Reno, Nevada 89512

South Truckee Meadows General  
Improvement District  
c/o Rew R. Goodenow, Esq.  
Parsons Behle & Latimer  
50 W. Liberty Street, Suite 750  
Reno, NV 89501

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Any person may change its address for notice by written notice given in accordance with the foregoing provisions.

12.8 The Agreement may be executed in one or more counterpart copies, and each of which so executed, irrespective of the date of execution and delivery, shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument. This Agreement may be recorded.

12.9 This Agreement is effective upon the later of the date the last signing party signs this Agreement ("Effective Date"), or July 1, 2013.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

WASHOE COUNTY

SOUTH TRUCKEE MEADOW GENERAL IMPROVEMENT DISTRICT

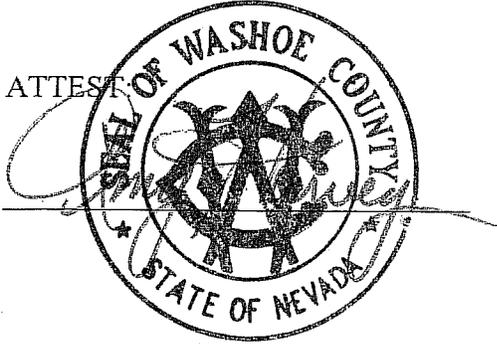
Dated this \_\_\_ day of \_\_\_\_\_, 2013

Dated this 7 day of July, 2013

By: *David Humke*  
David Humke, Chairman  
Board of Commissioners

By: *Steve Cohen*  
Steve Cohen, Chairman  
Board of Trustees

ATTEST



ATTEST:

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**WASHOE COUNTY  
INVESTMENT MANAGEMENT PLAN**

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## INTRODUCTION

In December, 1996, the Washoe County Board of County Commissioners adopted **Washoe County Investment Policies**, a six page document dated 11/25/96, that contains general guidelines for investing the financial assets of Washoe County. This document, the **Investment Management Plan**, was developed by the Treasurer's office and the Investment Committee. It is designed to assist staff in day-to-day investment operations and is the tool to allow for committee direction and input. It is organized to follow the investment policies and text at the beginning of each section in italics comes directly from the investment policies document.

## MISSION STATEMENT

The mission of the Washoe County Investment Committee is to:

*"maintain and manage a high-quality, secure portfolio with sufficient liquidity to meet expected and unexpected cash flow needs, while generating an appropriate rate of return that will grow the portfolio over time."*

## SCOPE

*This policy applies to all financial assets of Washoe County, Nevada, including those held in the public interest in the County's fiscal capacity as well as those held in trust or agency capacity for other governmental entities. These funds are accounted for in the County's annual financial report.*

This policy does not govern bond proceeds allocable to the County. Such funds are governed by their individual bond documents in accordance with IRS regulations.

The following Departments maintain bank accounts approved by the Board with funds not invested by the Treasurer's office and are not covered by this policy:

Change and Petty Cash funds-Variou  
Departments  
Clerk's Office  
District Attorney  
Health Department/Environmental  
Oversight  
Incline Justice Court  
Parks/May Foundation Building Fund  
Public Administration  
Public Defender

Recorder  
Reno Justice Court  
Senior Services  
Sheriff's Office  
Social Services  
Sparks Justice Court  
Truckee Meadows Fire  
Verdi Justice Court  
Wadsworth Justice Court

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Newly-created funds, established by the Comptroller and administered by the Treasurer shall be covered by this policy.

The Treasurer shall enter into depository agreements with all external entities for whom he holds and invests funds.

## DELEGATION AND AUTHORITY

*The Board of County Commissioners has overall responsibility for investment of County funds in accordance with NRS 355.175. The Washoe County Chief Investment Official is the Washoe County Treasurer, under authority delegated by the Board of County Commissioners. The Treasurer may delegate investment responsibilities to treasury staff members. The County Treasurer and delegated staff are the Investment Officers of Washoe County.*

The current authorized Investment Officers for Washoe County are:

Tammi Davis, Washoe County Treasurer  
Frances Finch, Assistant Chief Deputy Treasurer

Additionally, the Board of County Commissioners may enter into an agreement with an external investment advisor for investment management services for all or part of the County's portfolio. Said agreement shall be on file with the Treasurer's office.

## PRUDENCE

The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy.

The "prudent person" standard states that, "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."

## AUTHORIZED DEALERS & FINANCIAL INSTITUTIONS

The Treasurer will maintain a list of financial institutions authorized to provide investment services. In addition, a list will also be maintained of approved security broker/dealers selected by credit worthiness who are authorized to provide investment services in the County. The criteria for approving and monitoring a financial institution or broker/dealer is based on a Government Finance Officers Association publication (copyright 1994), titled An Introduction to Broker/Dealer Relations for State and Local Governments by Corinne Larson.

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**Approving a Broker/Dealer**

The Treasurer will identify the important issues of the investment program and the pertinent qualifications of each institution and broker/dealer. To accomplish this task, the "Broker/Dealer Request for Information" form will be sent to a prospective candidate(s) for completion. All information requested must be provided before the Treasurer will evaluate and recommend acceptance or rejection of the Broker/Dealer to the Committee for approval as an authorized Broker/Dealer.

Upon receipt of all required information, the Treasurer will proceed to verify the data submitted, evaluate the results and make the appropriate recommendation to the Investment Committee at the next regularly scheduled meeting.

The evaluation process will include financial statement review, capital adequacy standards, verification of federal and state registrations/licensing, review of staff qualifications, reference checks and satisfactory explanation of any deficiencies identified as a result of this process.

No broker/dealer will be engaged to conduct investment business for Washoe County until qualified by this process.

Upon approval of the Investment Committee, the Broker/Dealer will be sent an Agreement for Securities Service for execution and be required to give a statement that they have read and agree to adhere to the purpose and intent of the Investment Policy and diligently observe the limitations regarding investment types allowed by Nevada state law.

After these documents have been properly executed and returned to the Treasurer, the broker/dealer will be given the opportunity to do business with the county.

**Monitoring Broker/Dealer Services**

In monitoring the services provided by a broker/dealer, primary consideration should be given to the evaluation of comparative pricing, the frequency of failed transactions and compliance with these procedural investment guidelines, and willingness to provide desired portfolio analysis reports on a periodic basis.

Failure to continue to meet the minimum requirements for selection will result in the immediate removal of the broker/dealer from the approved list pending review by the Investment Committee and/or reapplication for approval.

Dealers shall submit audited financial statements annually, and the Treasurer will conduct a follow-up background inquiry on brokers and dealers on the approved list at once each year.

**Financial Institutions**

The Treasurer shall maintain service agreements with all financial institutions with which he conducts business.

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**External Managers**

If the County contracts with external investment advisors, the Treasurer may approve and use a list of authorized broker/dealers provided by the investment advisor. The external investment advisor agrees to include the County's approved brokers to solicit bids for the County transactions.

The external management firm's policies and procedures, as accepted by the Investment Committee, shall be on file with the County Treasurer's office. The investment management services shall be performed in accordance with the proposal of services approved by the Investment Committee.

**DIVERSIFICATION--Investment Parameters** (George A. Neilsen, President, American Money Management Associates, Inc. recommends that entities do not limit or overly restrict themselves in this area.)

*The investment portfolio shall be diversified to eliminate the risk of loss resulting from overconcentration of assets in a specific maturity, a specific issuer or a specific class of securities. Maturities selected shall provide for stability of income and reasonable liquidity. Diversification strategies shall be determined and revised periodically by the investment committee.*

*Investment maturities for funds shall be scheduled to coincide with projected cash flow needs, taking into account large routine expenditures (payroll, bond payments) as well as considering sizable blocks of anticipated revenue (tax apportionment, SCCRT distributions).*

**Authorized Investment Instruments**

The County is initially limited to those instruments authorized by Nevada Revised Statutes. The Treasurer and any external investment advisor is further limited to the following securities having been approved by the Investment Committee as appropriate investments for the County.

If the rating of a corporate obligation is reduced to a level that does not meet the minimum credit requirements, the County must sell the investment as soon as possible.

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1. a. Direct obligations of the U.S. Treasury--Treasury Bills and Notes

Maximum Term	10 years
Maximum Single Purchase	No Limit
Maximum Aggregate Position	No Limit

b. Securities backed by the full faith and credit of the United States government--Government National Mortgage Association (GNMA), GNMA PCs, Small Business Administration (SBA) loans or pools.

Maximum Term	10 years
Maximum Single Purchase	No Limit
Maximum Aggregate Position	No Limit

2. a. Securities backed by Federal Agencies--Federal National Mortgage Association (FNMA), Federal Home Loan Mortgage Corporation (FHLMC), Federal Home Loan Institutions (FHLB), Student Loan Marketing Association (SLMA), Federal Farm Credit Institution (FFCB), Federal Housing Administration (FHA)

Maximum Term	10 years
Maximum Single Purchase	No Limit
Maximum Percent Per Issuer	35% of portfolio
Maximum Aggregate Position	100% of portfolio

b. Agency-Issued Mortgage-Backed Securities--FNMA, FHLMC, GNMA

Maximum Term	10 years
Maximum Single Purchase	No Limit
Maximum Percent Per Issuer	15% of portfolio
Maximum Aggregate Position	40% of portfolio

3. Notes, bond and other unconditional obligations for payment of money issued by corporations organized and operating in the United States purchased from a registered broker-dealer and are rated "A" or higher by a nationally recognized rating service.

Maximum Term	5 years
Maximum Percent Per Issuer	5% of portfolio
Maximum Aggregate position	18% of portfolio

4. Negotiable medium-term obligations issued by local governments of the State of Nevada. Pursuant to NRS 355.177, the County may not invest in its own securities of any kind. Bonds shall be rated at least AA by a nationally recognized statistical rating organization.

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Maximum Term	5 years
Maximum Percent Per Issuer	25% of portfolio
Maximum Aggregate position	25% of portfolio

5. Repurchase Agreements with qualified banks

Maximum Term	90 days
Maximum Aggregate Position	No Limit
Must be collateralized at 102%	

6. Bankers' acceptances

Maximum Term	180 days
Maximum Percent Per Issuer	5% of portfolio
Maximum Aggregate Position	20% of portfolio

7. Commercial Paper, which must be purchased by a registered broker-dealer and must be rated "A-1," "P-1" or its equivalent, or better by a nationally recognized rating service.

Maximum Term	270 days
Maximum Percent Per Issuer	5% of portfolio
Maximum Aggregate Position	20% of portfolio

8. Negotiable certificates of deposit issued by commercial banks, insured credit unions or savings loan associations.

Maximum Percent Per Issuer	5% of portfolio
Maximum Aggregate Position	20% of portfolio

9. Certificate of Deposit (must be federally insured). Individual purchases greater than \$250,000 per banking institution must be fully collateralized in excess of insured amounts.

10. Money Market Funds rated AAA or its equivalent

Terms	Same as cash, available daily pay interest monthly
Maximum Aggregate Position	45% of MM fund assets

**Adding Investment Options to the "APPROVED LIST"**

Upon recommendation of any committee member, additional investment instruments will be reviewed and analyzed by the Investment Committee. Upon satisfaction that the proposed instrument is a suitable investment for the County, that option will be added to the APPROVED INVESTMENT LIST with appropriate conditions and limitations.

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**Investment Structure and Strategies**

GROUP A “Cash Flow Horizon”

Instruments: Repurchase Agreements - Money Markets - Treasury Notes - Certificates of Deposit – Agency Notes – Commercial Paper – Bankers’ Acceptances

Maturities: One year and less

Purpose: Liquidity “pool” to accommodate cash flow needs such as immediate operational expenditures and apportionments to funds and other agencies.

Parameters: Based on projected cash flow for next twelve to eighteen months

GROUP B “County Core Portfolio”

Instruments: All approved investments

Maturities: Zero to ten years, managed in line with a custom benchmark balancing both risk and return in the development of long-term capital growth.

Purpose: Long-term capital growth and planned cash requirements.

GROUP C “Bond Proceeds”

Instrument: As dictated by each issue’s governing bond documents

Maturities Based on each bond issue’s documents and expenditure requirements

Purpose: Proceeds tracked separately for compliance with IRS regulations. Invested to match specific draw schedule requirements.

13-641

**Strategic Rationale of Three Group Plan:**

The three Group Plan will ensure sufficient operating funds are available for cash flow needs while also dedicating a portion of the County’s aggregate portfolio to long-term capital growth.

- Group A and B portfolios will work in concert with one another for liquidity, while Group B will also strive to maximize the County’s overall return with active portfolio management strategies.
- Comprehensive cash flow analyses will be used to determine the appropriate allocation among the two operating fund Group portfolios.
- Group C will be reserved for the investment of proceeds from debt financings. Each bond issue will be analyzed and managed separately, ensuring appropriate liquidity to meet project expenditures and compliance with IRS regulations and applicable bond documents.
- All Group portfolios will be laddered to ensure diversification of maturities and prudent matching of assets to liabilities.

**BENCHMARKS**

To avoid the temptation of allowing yield to become disproportionately more important than safety and liquidity, benchmarks traditionally have been established in a very conservative range. It is considered a standard that should be achieved during the entire cycle of the market volatility.

Washoe County’s benchmarks are conservative, target performance standards established in the effort to achieve higher, realistic yields while maintaining adequate liquidity levels, insuring safety and minimizing risk.

Investment Group	Benchmark
A - Cash Flow Horizon (1 year or less)	Merrill Lynch 0 – 3 Month U.S. Treasury Index
B - County Core Portfolio (0-10 years maturities)	Custom Benchmark: 60% Merrill Lynch 0-5 year U.S. Treasury Index and 40% Merrill Lynch 1-10 Year U.S. Treasury Index
C - Bond Proceeds	None. Managed to provide sufficient liquidity while maximizing retainable earnings.

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**INVESTMENT STRATEGY**

*The County’s investment strategy is Active. The County will generally purchase instruments with the intent of holding them until maturity. Securities may be sold at either a gain or loss prior to maturity if the Treasurer/external investment advisor deems the sale to be in the best interest of the overall portfolio and it is in accordance with the Investment Strategy of the County.*

### **Criteria for Transactions**

Changes in the County's portfolio status and structure will be based upon one or more of the following considerations but not to the detriment of the overall portfolio status.

- Enhance yield position
- Decrease excess liquidity
- Increase liquidity
- Diversify into different instruments
- Fill hole in maturity ladder
- Adjust average maturity
- Reduce maturity concentrations
- Ride short end of yield curve
- Avoid excessive price volatility
- Capture profits due to volatility

The absolute last-resort reason to liquidate an instrument prematurely at a loss is to satisfy immediate operational demands. All efforts will be made to avoid this circumstance through prudent cash flow management in the "Cash Flow Horizon" group.

When paying a premium for an instrument, "total return" calculations shall be used to determine suitability of yield considerations.

### **Competitive Bidding**

The Treasurer, when determining that it will be necessary to initiate a transaction and ascertains that a product from the secondary market (previously issued) is to be sold or bought, will seek bids or offerings from at least three brokers from the list of authorized Broker/Dealers. The request for bids/offerings will be rotated among the list of brokers to allow an opportunity for all to participate in securities transactions with the County.

### **New Issues**

When purchasing new issues, the Treasurer will select broker-dealers to purchase from based upon broker service, area of specialization, and diversification of placement.

### **Securities Sold Prior To Maturity (Swaps)**

Securities may only be purchased with the portfolio's capacity to hold to maturity. However, securities may be sold prior to maturity in transactions also known as "swaps." Since sales can result in either gains or losses, depending on market conditions at the time, it is the goal of the policy to limit the adverse impact on earnings from sales that result in losses. Swaps may be executed as long as they meet the Earnings Redistribution criteria. Under these criteria, the cumulative effect of net realized gains and losses in the County's aggregate portfolio may not exceed a loss equivalent to 10 basis points (0.10%) of earnings during any fiscal year.

13-1041

# INTERNAL PROCEDURES

## Daily Cash Determination Process:

Determine daily cash requirements: This act begins with establishing revenues, from all sources, which will be available for any given day or period of time and acquiring the known expenditures which must be covered by those revenues for the same period. Staff also reviews and matches cash with the cash flow plan.

Review current bank statement: The previous day's statement of activity is printed each morning. The document contains all department deposits, wire transfers in and out, checks paid as well as debits and credits affecting the account balance.

Determine excess or shortage in cash availability: Excess available cash can be invested based upon anticipated time until needed. Shortage in cash available can be cured by withholding funds from investment.

## Investment Actions:

Cash Liquidity: Money Market accounts are used for the investment of various cash funds. The use of these investment instruments provides cash availability until noon on any given business day.

A separate overnight money market account with the custodial bank is utilized whereby any cash not used for specific longer term investment is maintained on a day to day basis. This account is collateralized by AAA rated treasury instruments which are held by agreement with a third party custodian.

These money market accounts are the most liquid, readily available cash pool. After the daily cash needs are determined, the excess or shortage is incorporated into the investment decision. Investment officers in the Treasurer's office are permitted to initiate transfers in or out of the money market accounts. Movement of funds is further restricted, by written agreement, between the Treasurer's general account and the money market fund.

Longer term investments: Decisions on longer term investments are made by PFM, in accordance with the Investment Policy, and monitored by the Treasurer. At the time of settlement of an investment, cash is provided (by way of wire transfer) to the third party custodian for the purchase, or in the event of a sale, instructions for the proceeds are provided by the Treasurer's office. The third party custodian provides a delivery vs. payment method of purchasing investments.

Once investment decisions are made, any money from a sale is either reinvested or sent to the Treasurer's general account, via wire transfer, to be used for daily determined cash needs.

## **Balancing and Reporting:**

All interest earnings and any realized gains/losses as a result of trading activity must be tracked and are used in the balancing of the monthly statements and monthly distribution of interest earnings. The Treasurer's office receives the statements and balances them. Additionally, the Comptroller's office pulls statements for verification and accounting purposes.

The Comptroller's Office records purchases, sales, interest receipts, purchased interest, interest earned but not received plus realized and unrealized gains and losses. Interest receipts are allocated to each fund prorated by the prior month interest receivable. Interest earned but not received is prorated by the current month average cash balance. Realized and unrealized gains and losses are also prorated by the current month average cash balance.

Each month the Comptroller notifies key management and external agency staff of the interest, realized gain/loss, and unrealized gain/loss allocated to their fund/entity. County Departments can review their allocations via postings to the financial system.

## **Checks and Balances:**

Bank of America Direct is the online system used for money movement and requires initiation, approval and release from authorized staff for transfers. These duties are split between the Comptroller's and Treasurer's offices to insure checks and balances.

If money is to be taken out of the bank account for investment purposes, it is wired from the Treasurer's general account to a third party custodian. The wire can only be made between two specific County accounts. Please see below for additional wire transfer protocols.

Any money from a sale is either reinvested or, if money is to be deposited from the sale of an investment, the third party custodian wires funds *only* to the Treasurer's general account.

Although key personnel have a great deal of responsibility for investments, compensating controls over investments include:

- **Securities:** An Independent third party has physical control of all marketable securities. These securities are managed, tracked and reported by PFM, Wells Fargo and Comptroller's office staff monthly. Transactions are made utilizing delivery vs. payment.
- **Wire Transfers:** A total of four signatures are required for wire transfers. A requestor and approver from the Treasurer's office must each sign the request. The request is then authorized by the Comptroller or Chief Deputy Comptroller, then given to

13-6-11

Comptroller staff to generate the wire initiation transaction via Bank of America Direct. For completion, the transfer is released by a third person in the Treasurer's office. No signatures are duplicated unless in an emergency and there are always at least 2 signatures from each office.

- An accountant in the Comptroller's office checks reconciliation of investments per Wells Fargo statements, PFM Statements and the money market statements monthly.
- All purchases are conducted through PFM, who is not a broker, and can be traced to broker confirmations and custody statements. Trade confirmation statements are sent from the broker directly to Washoe County. PFM requests bids for trades they initiate in accordance with the investment policy. Support documentation related to the bids can be obtained from PFM on request.

Washoe County accounts for investments as follows:

- The Comptroller's office does the monthly investment account reconciliation and recording.
- Securities purchased are recorded at cost. Purchased interest associated with a security purchase is tracked separately and reversed when the interest is received.
- The adjustment between cost and fair market value of the investments is booked monthly and the change in this market value adjustment is recorded as unrealized gain or loss.
- The sale or maturity of a security is recorded as a reduction of the investment balance at cost with any difference between cost and proceeds recorded as realized gain or loss during the month.
- The Chief Deputy Comptroller reviews all work on investments that is prepared by the Comptroller's office.

13-641

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

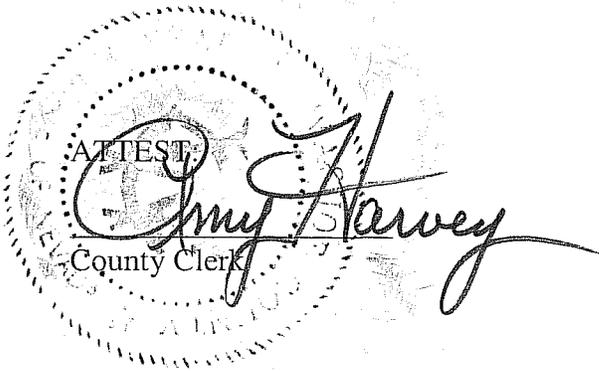
WHEREAS, NRS 244.1505 provides that a Board of County Commissioners may expend money for any purpose which will provide a substantial benefit to the inhabitants of the County and that a board may make a grant of money to a nonprofit organization created for religious, charitable or educational purposes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

WHEREAS, the Board of Commissioners of Washoe County has determined that \$31,500 in funding is needed to assist in providing support for the operation of Access to Healthcare Network, a comprehensive network of hospitals and primary, specialty and ancillary health care professionals offering their services to the working uninsured at a reduced fee; now, therefore, be it

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

1. The Board hereby grants to Access to Healthcare Network, a nonprofit organization created for religious, charitable or educational purposes, a grant for fiscal year 2013-2014 in the amount of \$31,500 (Community Support).
2. The Board finds that in making this grant a substantial benefit will be provided to the inhabitants of the County by providing uninsured resident's access to professional health care at a reduced rate while providing timely and cost-effective compensation for physicians and hospitals enrolled in the Network.
3. The maximum amount to be expended from the grant and the conditions and limitations upon the grant are as set forth in the Grant Program Contract, which is attached hereto and incorporated herein by reference.

Adopted this 23rd Day of July 2013



A handwritten signature in black ink, which appears to be "David Humke".

David Humke, Chairman  
Washoe County Commission

13-645

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

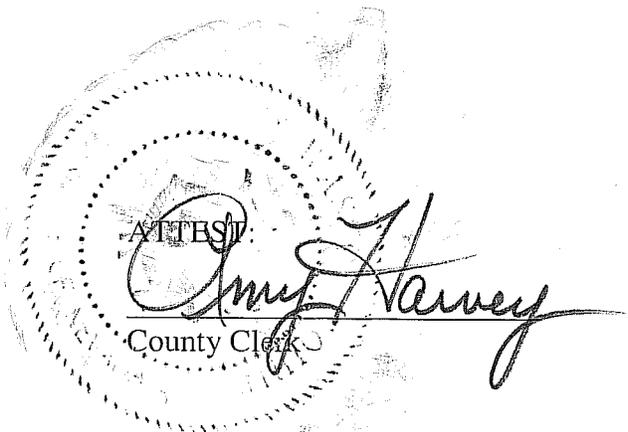
WHEREAS, NRS 244.1505 provides that a Board of County Commissioners may expend money for any purpose which will provide a substantial benefit to the inhabitants of the County and that a board may make a grant of money to a nonprofit organization created for religious, charitable or educational purposes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

WHEREAS, the Board of Commissioners of Washoe County has determined that \$41,300 in funding is needed to assist in providing support for economic development efforts including Marketing and Attraction, Retention/Expansion & Workforce Development, Entrepreneurial Growth; now, therefore, be it

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

1. The Board hereby grants to Economic Development Authority of Western Nevada (EDAWN), a nonprofit organization created for religious, charitable or educational purposes, a grant for fiscal year 2013-2014 in the amount of \$41,300 (Community Support).
2. The Board finds that in making this grant a substantial benefit will be provided to the inhabitants of the County by providing economic development services including actively provided companies with relocation, expansion or retention assistance.
3. The maximum amount to be expended from the grant and the conditions and limitations upon the grant are as set forth in the Grant Program Contract, which is attached hereto and incorporated herein by reference.

Adopted this 23rd Day of July 2013



David Humke, Chairman  
Washoe County Commission

13.645

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

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

WHEREAS, the Board of Commissioners of Washoe County has determined that \$27,000 in funding is needed to address the basic health care needs of the uninsured and underinsured of Incline Village; now, therefore, be it

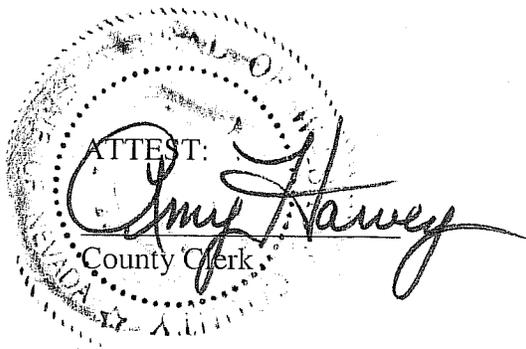
RESOLVED, by the Board of Commissioners of Washoe County that:

1. The Board hereby grants to Incline Village Community Hospital Foundation, a nonprofit organization created for religious, charitable or educational purposes, a grant for fiscal year 2013-2014 in the amount of \$27,000 (Community Support).
2. The Board finds that in making this grant a substantial benefit will be provided to the inhabitants of the County by providing basic health care to low income, uninsured, and underinsured clients living in the Incline Village area.
3. The maximum amount to be expended from the grant and the conditions and limitations upon the grant are as set forth in the Grant Program Contract, which Contract is attached hereto and incorporated herein by reference.

Adopted this 23rd Day of July, 2013



David Humke, Chairman  
Washoe County Commission



13-6-45

**RESOLUTION:** Authorizing grant of funds to the Incline Village General Improvement District

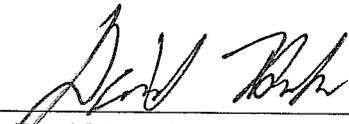
WHEREAS, pursuant to NRS 244.1505, Washoe County may expend money for any purpose which will provide a substantial benefit to the inhabitants of the county; and

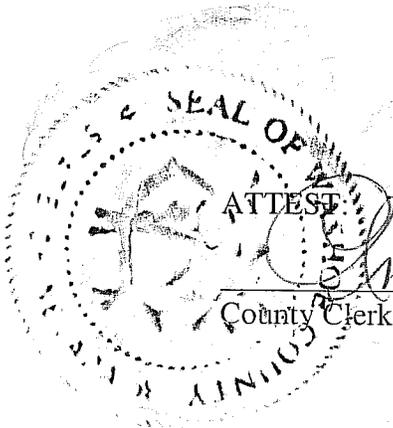
WHEREAS, Washoe County desires to provide money to Incline Village General Improvement District to support senior activities at Incline Village, and to support senior specific recreation programs in the amount of \$65,700 for fiscal year 2013-2014.

WHEREAS, Washoe County finds that in making these programs provide substantial benefit to the inhabitants of the County;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WASHOE COUNTY, that the Board hereby enters into the attached Grant Agreement to provide funds to Incline Village General Improvement District for the purposes set forth in the attached Interlocal Agreement.

Adopted this 23rd Day of July 2013

  
\_\_\_\_\_  
David Humke, Chairman  
Washoe County Commission



  
\_\_\_\_\_  
Amy Harvey  
County Clerk

13-645

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

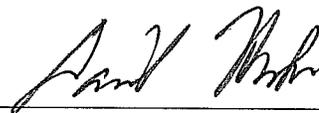
WHEREAS, NRS 244.1505 provides that a Board of County Commissioners may expend money for any purpose which will provide a substantial benefit to the inhabitants of the County and that a board may make a grant of money to a nonprofit organization created for religious, charitable or educational purposes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

WHEREAS, the Board of Commissioners of Washoe County has determined that \$7,750 in funding is needed to assist in providing services to encourage fair housing standards; now, therefore, be it

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

1. The Board hereby grants to Silver State Fair Housing Council, a nonprofit organization created for religious, charitable or educational purposes, a grant for fiscal year 2013-2014 in the amount of \$7,750 (Community Support).
2. The Board finds that in making this grant a substantial benefit will be provided to the inhabitants of the County by providing informational materials and education to increase community awareness of housing discrimination, Fair Housing Act protections, and fair housing rights and responsibilities.

Adopted this 23<sup>rd</sup> Day of July, 2013



David Humke, Chairman  
Washoe County Commission

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

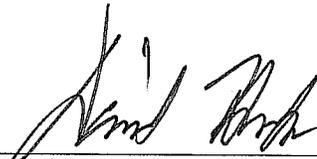
WHEREAS, NRS 244.1505 provides that a Board of County Commissioners may expend money for any purpose which will provide a substantial benefit to the inhabitants of the County and that a board may make a grant of money to a nonprofit organization created for religious, charitable or educational purposes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

WHEREAS, the Board of Commissioners of Washoe County has determined that \$6,500 in funding is needed to assist in providing support to encourage economic development; now, therefore, be it

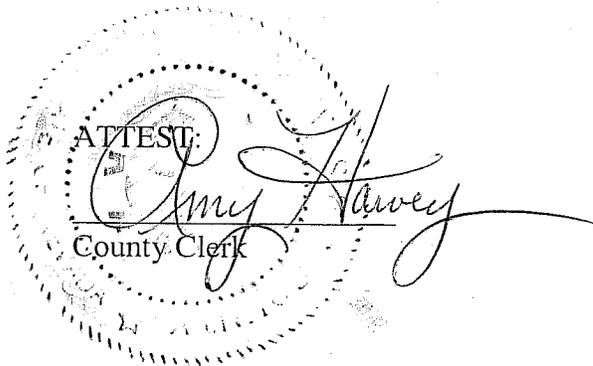
RESOLVED, by the Board of Commissioners of Washoe County that:

1. The Board hereby grants to Tahoe Prosperity Center, a nonprofit organization created for religious, charitable or educational purposes, a grant for fiscal year 2013-2014 in the amount of \$6,500 (Community Support).
2. The Board finds that in making this grant a substantial benefit will be provided to the inhabitants of the County by providing support to promote regional sustainability through economic vitality, environmental stewardship and healthy communities in and around the Lake Tahoe Basin,

Adopted this 23rd Day of July 2013



David Humke, Chairman  
Washoe County Commission



ATTEST:  
County Clerk

13-645

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

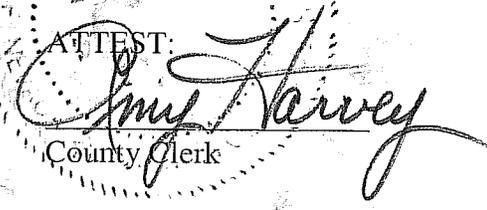
WHEREAS, NRS 244.1505 provides that a Board of County Commissioners may expend money for any purpose which will provide a substantial benefit to the inhabitants of the County and that a board may make a grant of money to a nonprofit organization created for religious, charitable or educational purposes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

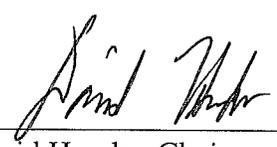
WHEREAS, the Board of Commissioners of Washoe County has determined that \$5,500 in funding is needed to encourage economic development; now, therefore, be it

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

1. The Board hereby grants to Western Nevada Development District (WNDD), a nonprofit organization created for religious, charitable or educational purposes, a grant for fiscal year 2013-2014 in the amount of \$5,500 (Community Support).
2. The Board finds that in making this grant a substantial benefit will be provided to the inhabitants of the County by providing support to diversify the economic and tax base of the nine-county WNDD region.

Adopted this 23rd Day of July 2013

ATTEST:  
  
County Clerk

  
\_\_\_\_\_  
David Humke, Chairman  
Washoe County Commission

13-645

**INTERLOCAL AGREEMENT BETWEEN WASHOE COUNTY AND INCLINE  
VILLAGE GENERAL IMPROVEMENT DISTRICT**

Page 1 of 3

This Interlocal Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between WASHOE COUNTY, a political subdivision of the State of Nevada and the INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT, a general improvement district created pursuant to NRS Chapter 318, hereinafter referred to as COUNTY and DISTRICT respectively.

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

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

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

It is hereby agreed as follows:

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

IVGID Seniors Programs: This grant will support IVGID Parks & Recreation Senior Programs, by assisting with funding for the full-time Recreation Supervisor – Seniors, and the 20 hour/week Community Outreach Coordinator – Senior positions.

**2. Reporting** District staff will provide County with an annual report by the 15<sup>th</sup> day July 2014.

- a. Annual report will identify the senior programs provided through the agreement and the number of seniors served by the senior programs.

**3. Compensation** With compliance to the requirements in this Agreement, District shall be paid the dollar amounts outlined in the following budget requirements to provide for Senior Programs as provided herein:

Salary and Fringe	\$65,700
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**INTERLOCAL AGREEMENT BETWEEN WASHOE COUNTY AND INCLINE  
VILLAGE GENERAL IMPROVEMENT DISTRICT**

Page 2 of 3

Form of financial backup agency will provide: District will provide the year-end report identified above.

**4. Method of Payment**

- a. For services to be provided under this Agreement by District, County agrees to pay District a total of, SIXTY FIVE THOUSAND AND SEVEN HUNDRED DOLLARS (\$65,700) for the fiscal year which begins July 1, 2013 and ends June 30, 2014.
- b. Each quarter, District shall bill County for one-fourth (1/4th) of that annual amount, equaling SIXTEEN THOUSAND, FOUR HUNDRED AND TWENTY-FIVE DOLLARS and 00/100 (\$16,425). County shall remit payment to District within thirty (30) days of receipt of the billing.
- c. If either party terminates this Agreement, and the effective date of such termination is other than the last day of a quarter, payment will be prorated for the portion of the quarter from the first day through the effective day of the termination.

**5. Term** This Agreement shall be in effect for one (1) year, from July 1, 2013 to June 30, 2014. This Agreement shall become effective once approved by appropriate official action of the governing body of each party.

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

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

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

13 days

**INTERLOCAL AGREEMENT BETWEEN WASHOE COUNTY AND INCLINE  
VILLAGE GENERAL IMPROVEMENT DISTRICT**

Page 3 of 3

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

William B. Horn  
General Manager  
Incline Village General  
Improvement District  
893 South Boulevard  
Incline Village, NV 89451  
775-832-1206

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

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

WASHOE COUNTY

\_\_\_\_\_  
David Humke, Chairman  
Washoe County Commission

Date \_\_\_\_\_

ATTEST:

Date \_\_\_\_\_

\_\_\_\_\_  
Washoe County Clerk

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

\_\_\_\_\_  
Chairperson, Board of Trustees

Date \_\_\_\_\_

\_\_\_\_\_  
William B. Horn, General Manager

Date \_\_\_\_\_

13-645

**WASHOE COUNTY, NEVADA  
GRANT PROGRAM CONTRACT  
FY 2013-2014**

THIS CONTRACT, entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ 2013 by and between **Washoe County**, a political subdivision of the State of Nevada, existing under and by virtue of the laws of the State of Nevada (hereinafter referred to as the "County"), and the **Economic Development Authority of Western Nevada, (EDAWN)** (a Nevada non-profit corporation) having a business address of 5190 Neil Rd., Ste 110 Reno, NV 89502, (hereinafter referred to as "Grantee").

**WITNESSETH:**

**WHEREAS**, the County has funds, including in some cases being the recipient of Grant Funds, that will provide for the delivery of community needs in the Truckee Meadows; and

**WHEREAS**, as the recipient of Grant Funds pursuant to a Grant, or in making other funds available, County is undertaking certain activities, programs, and services as outlined in this contract; and

**WHEREAS**, the Grantee's legal status is as a recognized IRC 501(c) (3) nonprofit corporation, the Grantee is in good standing in its state of formation, and the Grantee agrees to provide the County with a certificate of good standing as a condition concurrent to this Contract, or, Grantee is a government agency; and

**WHEREAS**, Grantee, the Economic Development Authority of Western Nevada is a private/public partnership committed to recruiting and expanding quality companies that have a positive economic impact on the quality of life in the western Nevada region.

**WHEREAS**, in consideration of receipt of this funding, the Grantee agrees to abide by the terms and conditions of this Contract.

**NOW, THEREFORE**, the parties agree as follows:

**1. DEFINITION OF TERMS**

- a. The County Staff: The County Staff consists of those persons working for Washoe County who are designated to administer the grant as identified below.
- b. Program Measurable Outcomes: The program measurable outcomes which are mutually agreed to by the County and the Grantee as outlined within the Contract to be met by the end of the Contract period.

13-645

- c. **Project Supervisor:** The project supervisor is the individual from the Grantee who will be responsible for the administration of the program and communications with the County Staff.

### **NOTICES**

Communications and details concerning this Contract shall be directed to the following Contract representatives:

#### **COUNTY**

Washoe County  
Gabrielle Enfield  
County Grants Administrator  
P.O. Box 11130  
Reno, NV 89520  
328-2009  
328-2037 (Fax)

#### **GRANTEE**

EDAWN  
Raenell McElroy  
Executive V.P. Investor Relations & COO  
5190 Neil Rd., Ste 110  
Reno, NV 89502  
775-329-3727  
775-829-3710 (Fax)

### **3. PROGRAM MEASURABLE OUTCOMES**

- a. The Grantee shall do, perform and carry out, in a satisfactory and proper manner, as determined by County Staff, the following program measurable outcomes:

#### **PROGRAM: EDAWN**

EDAWN is a private non-profit organization focused on recruiting, expanding, starting-up and retaining primary business in Washoe County and throughout northern Nevada service area. EDAWN defines a primary business as a company that exports more than 50% of their goods and services outside of the state of Nevada, thus importing dollars and tax revenue into the region. The organization maintains strong relationships with several key partners and organizations that provide services crucial to a diverse and vibrant economy. This includes governmental agencies, infrastructure and utility providers, workforce development agencies, educational entities, the real estate and development community, chambers of commerce and the general business community.

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**Monthly/Quarterly Reports:            Quarterly**

EDAWN measures its success in economic development programs through an economic model called economic impact. Economic impact is a payroll and investment driven model measuring of the value of new jobs and capital investment by companies EDAWN assists during the fiscal year. The grant awarded by Washoe County will support operations in the 2013-2014 Fiscal Year. During this period EDAWN will monitor and report the economic impact of the companies that are actively provided relocation, expansion or retention assistance.

**A. Marketing and Attraction:**

EDAWN will track and report on new companies relocating to the area. EDAWN provides supervision and project management of inbound company prospects and researching and developing a marketing plan and strategy that will create new business leads in targeted industry categories, as stated in the EDAWN Strategic Plan.

**Tracking Mechanism**

The number of new companies relocating to the area through the efforts of EDAWN will be reported quarterly.

**B. Retention/ Expansion & Workforce Development:**

EDAWN will generate quality economic impact by retaining and expanding existing “primary” employers (companies that import wealth by having the majority of their customers outside of the region) and working with partners to improve the skills of employees and potential employees in the region. Lead the outreach effort to local primary companies, identify issues they may have, as well as opportunities for growth, and work to assist the companies in the resolution of these issues or in their expansion efforts and to provide feedback from these visits to the community for business climate assessment and improvement.

**Tracking Mechanism**

The number of companies retained or expanded through the efforts of EDAWN and number of jobs will be reported quarterly.

**C. Entrepreneurial Growth:**

EDAWN provides Management of the entrepreneurial ecosystem of Northern Nevada, as well as collaboration between the University of Nevada, Reno, other higher education institutions and private industry. This position also assumes the lead in working with local incubation and start-up groups to help create new companies that will ultimately grow in the region and diversify our economy. EDAWN’s V.P. will create an annual plan

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to diversify the Greater Reno-Tahoe economy through entrepreneurship and engage key partners to assist in the growth of small businesses from primary business sectors.

**4. PROCEDURAL REQUIREMENTS**

- a. The County Staff will monitor the performance of the Grantee against each of the program measurable outcomes listed herein.
- b. Substandard performance as determined by County Staff will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by the Grantee within a reasonable period of time after being notified by the County Staff, Contract suspension or termination procedures will be initiated.
- c. Program outcomes may be administratively modified by County staff if the Grantee provides sufficient justification in writing three (3) months prior to the close of the Fiscal Year 2013-2014.

**5. TERM**

This Contract is in effect retroactive to July 1, 2013 and from that date through - June 30, 2014. All of the services required hereunder shall be completed by June 30, 2014.

**6. COMPENSATION**

With compliance to the requirements in this Contract, the Grantee shall be paid the dollar amounts outlined in the following budget requirements:

**PROGRAM: Economic Development Authority of Western Nevada**

TOTAL COST AMOUNT:                      \$41,300

Grantee will submit quarterly invoices to County. Each invoice will include a brief overview of the work performed pursuant to the Contract. County will review the request for payment and determine whether all of the required information is provided. Any deficiencies will be brought to Grantee's attention for correction within 30 days of submission.

Records of the Grantee's direct personnel and reimbursable expenses pertaining to the grant shall be kept in accordance with generally accepted accounting principles. County, or its authorized representatives, shall have the right to access these records, and any other directly related and pertinent books, documents,

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papers or other records. County shall also have the right to audit, and to make excerpts and transcripts from such books, documents, papers, or records. Such right of access and copying shall be granted upon 3 days prior written notice by County and shall survive the termination of this Agreement for up to 3 years after final payment hereunder.

**7. METHOD OF PAYMENT**

- a. For services to be provided under this Agreement by EDAWN County agrees to pay EDAWN, FORTY-ONE THOUSAND, THREE HUNDRED DOLLARS (\$41,300) for the fiscal year which begins July 1, 2013 and ends June 30, 2014.
- b. Each quarter, EDAWN may bill County in advance for one-fourth (1/4th) of that annual amount, equaling TEN THOUSAND THREE HUNDRED AND TWENTY-FIVE DOLLARS 00/100 (\$10,325). County shall remit payment to EDAWN within thirty (30) days of receipt of the billing.
- c. If either party terminates this Agreement, and the effective date of such termination is other than the last day of a quarter, payment will be prorated for the portion of the quarter from the first day through the effective day of the termination.

**8. TERMS AND CONDITIONS**

- a. **Required Reports/Audits.** The Grantee agrees to file monthly, quarterly, or annual reports, whichever is outlined in this Contract.

An annual audit covering the grant year(s) in this Contract must be submitted to the County within 30 days of the of the completion of the audit.

NOTE: Audits must be completed by a certified public accountant and comply with all applicable standard accounting practices.

- b. **Required Project Record Keeping and Bookkeeping.** The Grantee agrees to provide for bookkeeping and record-keeping on a program basis using approved bookkeeping and record-keeping systems and to retain program records for four years from the time of termination of this Contract. The bookkeeping and program records shall be open and available for inspection and audit at any time by the County Staff.

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- c. **Personal Property.** All personal property purchased by the Grantee, with written prior approval of the County and with funds obtained pursuant to the Contract, shall be the property of the County unless otherwise provided in writing by the County.
- d. **Budget Changes.** The Grantee shall only make changes in the approved and executed budget with approval of County.
- e. **Purchase of Equipment and Supplies.** In the event Contractor uses the funds granted by this Contract to acquire or purchase equipment, supplies or services, Contractor shall abide by the following: where the estimated cost is between \$25,000 and \$50,000, Contractor must request bids from two or more persons capable of performing the contract, if available. If the estimated cost exceeds \$50,000, Contract shall advertise for bids. No lead-based paint is to be purchased or used on any project.
- f. **Lobbying.** The Grantee agrees that no funds received under this Contract shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before Federal, state or local government.
- g. **Program Income.** Grantee agencies who derive income from their loan activities as a result of service provided through the usage of grant funds must identify to the County Staff, upon request, the amount of this income on a timely basis. The income will be used to reduce the amount requested from the Grantee for disbursement.
- h. **Disposition of Program Income.** At the end of the program year, County may require remittance of all or part of any unspent and uncommitted program income balances (including investments thereof) held by the Grantee.
- i. **Insurance Requirements.** The County has established specific insurance and indemnification requirements for agreements/ contracts with non-profit agencies to assure that reasonable insurance coverage is maintained. These requirements are contained in Exhibit A attached hereto and incorporated by reference herein. All insurance requirements must be complied with prior to any reimbursement for any program.
- j. **Legal Actions Against Grantee.** If any legal action is filed against the Grantee, the Grantee shall immediately notify County staff.
- k. **Assignment of Contract.** It is agreed by and between the parties hereto that neither this Contract nor any part thereof may be assigned by the Grantee, and that

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in the event that the Grantee does so assign, the County Staff may, at their option, terminate this Contract and be relieved of further obligation to the Grantee.

1. **Grounds for Reduction of Compensation or Termination of the Contract.**

The County Staff reserves the right to terminate this Contract or to reduce the Contract compensation amount upon written notification to the Grantee that any one or more of the following has occurred:

- (1) Failure of the Grantee to file monthly/quarterly/annual (whichever is required) reports by the 7<sup>th</sup> day of each month, or the 15<sup>th</sup> day after the end of the quarter or year (whichever is appropriate);
- (2) Failure of the Grantee to meet any standards specified in this Contract;
- (3) Expenditures under this Contract for ineligible activities, services, or items;
- (4) Failure to comply with written notice from County Staff of substandard performance in scope of services under the terms of this Contract;
- (5) Failure of the Grantee to keep accounts and records showing the disposition of the money provided pursuant to this contract;
- (6) Grantee employees, officers or its designees or agents using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties;
- (7) Failure of the County or the Grantee to secure or obtain other funding from sources which are needed in combination with the grant funds provided by the County to completely carry out the programs provided in this Contract;
- (8) If Grantee receives funds from other sources prior to or during the program year to cover costs under this Contract, the County Staff reserves the right to reduce the Contract amount;
- (9) Failure of the Grantee to pay debts owed to the County or other debts when due; or
- (10) Failure of the County to appropriate or budget money for the purposes specified in this contract.

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- m. **Personnel.**
- (1) The Grantee represents that it has hired or will hire all personnel required in performing the services under this Contract. Such personnel shall not be employees of, or have any contractual relationship with, the County.
  - (2) All of the services required hereunder will be performed by the Grantee, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local Law to perform such services.
- n. **Compliance with Laws.** The Grantee agrees to follow all federal, state and local laws pertaining to the operation of said agency. Further, Grantee shall be bound by all county ordinances and state and federal statutes, conditions, regulations and assurances that are applicable medical and patient records.
- o. **Funding.** Funding under this grant is to be used only for eligible and approved activities.
- p. **Integration.** This Agreement, including the Recitals, and Exhibit A constitutes the complete and integrated agreement between the parties with respect to the matters recited herein, and supersedes any prior or contemporaneous written or oral agreements or understandings with respect thereto.
- q. **Amendment; Waiver.** This Contract shall not be modified, amended, rescinded, canceled or waived, in whole or in part, except by written amendment signed by duly authorized representatives of the parties. No additional grants, monetary increase amendments, or time extension amendments, will be approved unless all financial and performance reports are current. No waiver of any other provisions of this Contract shall be deemed to be a waiver of any other provisions, regardless of similarity, and no waiver shall constitute a continuing waiver. Forbearance or failure to declare a default or pursue a remedy shall not constitute a waiver except as provided in this Contract.
- r. **Drafting Presumption.** The parties acknowledge that this Contract has been agreed to by both parties, that both parties have consulted or have had the opportunity to consult with attorneys with respect to the terms, and that no presumption shall be created against the County as the drafter of this Contract.

9. **JURISDICTION AND GOVERNING LAW**

It is understood and agreed by and between the parties hereto that this Contract shall be deemed and construed to be entered into and to be performed in the County of Washoe,

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State of Nevada, and it is further understood and agreed by and between the parties hereto that the laws of the State of Nevada shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement.

10. **OTHER PROVISIONS**

During the performance of this Contract, the Grantee must follow:

- a. **Equal Employment Opportunity.** The Grantee will not discriminate against any employee or applicant for employment or individual receiving the benefit of the Grantee's services because of race, creed, religion, color, age, national origin, political affiliation, sex, sexual orientation, familial status, or disability (as provided in Section 504 of the Rehabilitation Act of 1973, as amended).
- b. **Business and Employment Opportunities for Lower Income/ Minority Residents.** To the greatest extent feasible, the Grantee will provide opportunities for training and employment to lower income/minority residents of the program area, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project.
- c. **Non-discrimination.** Grantee will provide services to all persons without regard to race, creed, religion, color, age, national origin, political affiliation, sex, sexual orientation, familial status, or disability.
- d. **Staff with Access to Minors and/or information regarding minors.** The Grantee agrees that, as a condition of employment, a background investigation will be completed pursuant to NRS 179A.180, et seq., for all staff members who have access to minors and/or information regarding minors.

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**11. AUTHORITY TO ENTER INTO CONTRACT.**

The undersigned person signing as an officer on behalf of the Grantee, a party to this Contract, hereby warrants and represents that said person has actual authority to enter into this Contract on behalf of said Grantee and to bind the same to this Contract, and, further, that said Grantee has actual authority to enter into this Contract and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Contract. In the event that litigation ensues arising out of this Contract, it shall be filed in the Second Judicial District Court, Washoe County, Nevada.

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract as of the date entered into on the first page hereof.

**Economic Development Authority of Western Nevada**

By: \_\_\_\_\_  
Chairperson, Board of Directors

By: \_\_\_\_\_  
President and CEO

**WASHOE COUNTY**

By: \_\_\_\_\_  
David Humke, Chairman  
Washoe County Commission

APPROVED AS TO FORM ONLY:

By: \_\_\_\_\_  
District Attorney

Attest:

\_\_\_\_\_  
Washoe County Clerk

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**Exhibit A****NONPROFIT AGENCIES****INTRODUCTION**

Washoe County has established specific insurance and indemnification requirements for nonprofit organizations contracting with the County to provide services, use County facilities and property, or receive funding. Indemnification and hold harmless clauses and insurance requirements are intended to assure that a nonprofit organization accepts and is able to pay for a loss or liability related to its activities.

ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT ORGANIZATIONS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT THE COUNTY RISK MANAGER DIRECTLY AT (775) 328-2071.

**INDEMNIFICATION AGREEMENT**

ORGANIZATION agrees to hold harmless, indemnify, and defend COUNTY, its officers, agents, employees, and volunteers from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action, or cause of action based on bodily injury including death or property damage, including damage to ORGANIZATION'S property, caused by the omission, failure to act, or negligence on the part of ORGANIZATION, its employees, agents, representatives, or Subcontractors arising out of the performance of work under this Agreement by ORGANIZATION, or by others under the direction or supervision of ORGANIZATION.

In the event of a lawsuit against the COUNTY arising out of the activities of ORGANIZATION, should ORGANIZATION be unable to defend COUNTY due to the nature of the allegations involved, ORGANIZATION shall reimburse COUNTY, its officers, agents, and employees for cost of COUNTY personnel in defending such actions at its conclusion should it be determined that the basis for the action was in fact the negligent acts, errors or omissions of ORGANIZATION.

**GENERAL REQUIREMENTS**

ORGANIZATION shall purchase Industrial Insurance, General Liability, and Automobile Liability as described below. The cost of such insurance shall be borne by ORGANIZATION. ORGANIZATION may be required to purchase Professional Liability coverage based upon the nature of the service agreement.

**INDUSTRIAL INSURANCE**

It is understood and agreed that there shall be no Industrial Insurance coverage provided for ORGANIZATION or any Sub-consultant by COUNTY. ORGANIZATION agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the COUNTY to make any payment under this Agreement to provide COUNTY with a certificate issued by an insurer in accordance with NRS 616B.627 and with a certificate of an insurer showing coverage pursuant to NRS 617.210 for ORGANIZATION and any sub-consultants used pursuant to this Agreement.

Should ORGANIZATION be self-funded for Industrial Insurance, ORGANIZATION shall so notify COUNTY in writing prior to the signing of this Agreement. COUNTY reserves the right to approve said retentions and may request additional documentation financial or otherwise for review prior to the signing of this Agreement.

It is further understood and agreed by and between COUNTY and ORGANIZATION that ORGANIZATION shall procure, pay for, and maintain the above-mentioned industrial insurance coverage at ORGANIZATION'S sole cost and expense.

**MINIMUM LIMITS OF INSURANCE**

ORGANIZATION shall maintain limits no less than:

- 1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to each project or location.
- 2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. No aggregate limits may apply.
- 3. Professional Liability: \$1,000,000 per claim and as an annual aggregate.

**DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY Risk Management Division. COUNTY reserves the right to request additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy, must be approved by the COUNTY Risk Manager prior to the change taking effect.

**OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

- 1. COUNTY, its officers, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of ORGANIZATION, including COUNTY'S general supervision of ORGANIZATION; products and completed operations of ORGANIZATION; premises owned, occupied or used by ORGANIZATION; or automobiles owned, leased, hired, or borrowed by ORGANIZATION. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its officers, employees or volunteers.
- 2. ORGANIZATION'S insurance coverage shall be primary insurance as respects COUNTY, its officers, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, employees or volunteers shall be excess of ORGANIZATION'S insurance and shall not contribute with it in any way.
- 3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, employees or volunteers.
- 4. ORGANIZATION'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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- 5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to COUNTY except for nonpayment of premium.

**ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. COUNTY, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's Ratings upon review of financial information concerning ORGANIZATION and insurance carrier. COUNTY reserves the right to require that ORGANIZATION'S insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

**VERIFICATION OF COVERAGE**

ORGANIZATION shall furnish COUNTY with certificates of insurance and with original endorsements affecting coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. **All certificates and endorsements are to be addressed to the specific COUNTY contracting department and be received and approved by the COUNTY before work commences.** COUNTY reserves the right to require complete, certified copies of all required insurance policies, at any time.

**SUBCONTRACTORS**

ORGANIZATION shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

**MISCELLANEOUS CONDITIONS**

- 1. ORGANIZATION shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by ORGANIZATION, any Subcontractor, or anyone employed, directed or supervised by ORGANIZATION.
- 2. Nothing herein contained shall be construed as limiting in any way the extent to which the ORGANIZATION may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractor under it.
- 3. In addition to any other remedies COUNTY may have if ORGANIZATION fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:
  - a. Order ORGANIZATION to stop work under this Agreement and/or withhold any payments which become due ORGANIZATION hereunder until ORGANIZATION demonstrates compliance with the requirements hereof;
  - b. Purchase such insurance to cover any risk for which COUNTY may be liable through the operations of ORGANIZATION if under this Agreement and deduct or retain the amount of the premiums for such insurance from any sums due under the Agreement;
  - c. Terminate the Agreement.

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**WASHOE COUNTY, NEVADA  
GRANT PROGRAM CONTRACT  
FY 2013-2014**

THIS CONTRACT, entered into as of the \_\_\_\_ day of \_\_\_\_\_ 2013 by and between **Washoe County**, a political subdivision of the State of Nevada, existing under and by virtue of the laws of the State of Nevada (hereinafter referred to as the "County"), and **Access to Healthcare Network**, a Nevada nonprofit corporation having a business address located at 4001 South Virginia Street, Suite F, Reno, NV 89502 (hereinafter referred to as the "Grantee").

**WITNESSETH:**

**WHEREAS**, the County has funds, including in some cases being the recipient of Grant Funds, that will provide for the delivery of community needs in the Truckee Meadows; and

**WHEREAS**, as the recipient of Grant Funds pursuant to a Grant, or in making other funds available, County is undertaking certain activities, programs, and services as outlined in this contract; and

**WHEREAS**, the Grantee's legal status is as a recognized IRC 501(c) 3 nonprofit corporation, the Grantee is in good standing in its state of formation, and the Grantee agrees to provide the County with a certificate of good standing as a condition concurrent to this Contract, or, Grantee is a government agency; and

**WHEREAS**, in consideration of receipt of this funding, the Grantee agrees to abide by the terms and conditions of this Contract.

**NOW, THEREFORE**, the parties agree as follows:

**1. DEFINITION OF TERMS**

- a. The County Staff: The County Staff consists of those persons working for Washoe County who are designated to administer the grant as identified below.
- b. Program Measurable Outcomes: The program measurable outcomes that are mutually agreed to by the County and the Grantee as outlined within the Contract to be met by the end of the Contract period.
- c. Project Supervisor: The project supervisor is the individual from the Grantee who will be responsible for the administration of the program and communications with the County Staff.

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**NOTICES**

Communications and details concerning this Contract shall be directed to the following Contract representatives:

**COUNTY**

Washoe County  
Gabrielle Enfield  
County Grants Administrator  
Manager's Office  
P.O. Box 11130  
Reno, NV 89520  
328-2009  
328-2718 (Fax)

**GRANTEE**

Access to Healthcare Network  
Sherri Rice  
Chief Executive Officer  
4001 South Virginia Street, Suite F  
Reno, NV 89502  
775-284-9079

**3. PROGRAM MEASURABLE OUTCOMES**

- a. The Grantee shall do, perform and carry out, in a satisfactory and proper manner, as determined by County Staff, the following program measurable outcomes:

**PROGRAM: Access to Health Care Network**

Access to Healthcare Network is a comprehensive network of hospitals and primary, specialty and ancillary health care professionals offering their services to the working uninsured at a reduced fee. The Network provides working uninsured northern Nevada resident's access to professional health care at a reduced rate while providing timely and cost-effective compensation for physicians and hospitals enrolled in the Network.

Monthly/Quarterly Reports: Quarterly

**Measurable Outcome**

- 1. AHN will enroll and provide access to affordable healthcare services, to a minimum of 800 new AHN members who earn between 100% and 250% of the Federal Poverty Level, and provide them with access to network providers at greatly reduced rates.

**Tracking Mechanism**

The number of enrolled members will be measured by the Access Health Care Network's software.

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**Measurable Outcome**

2. AHN will provide each newly enrolled member with a primary care medical home and AHN Care Coordinator to assist the member in navigating the healthcare system.

**Tracking Mechanism**

The number of members with primary care home and Care Coordination will be measured by the Access Health Care Network's software.

**4. PROCEDURAL REQUIREMENTS**

- a. The County Staff will monitor the performance of the Grantee against each of the program measurable outcomes listed herein.
- b. Substandard performance as determined by County Staff will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by the Grantee within a reasonable period of time after being notified by the County Staff, Contract suspension or termination procedures will be initiated.
- c. Program outcomes may be administratively modified by County staff if the Grantee provides sufficient justification in writing three (3) months prior to the close of the Fiscal Year 2013-14.

**5. TERM**

This Contract is in effect retroactive to July 1, 2013 and from that date through - June 30, 2014. All of the services required hereunder shall be completed by June 30, 2014.

**6. COMPENSATION**

With compliance to the requirements in this Contract, the Grantee shall be paid the dollar amounts outlined in the following budget requirements:

**PROGRAM: Access to Health Care Network**

Salary	<u>\$31,500</u>
TOTAL COST AMOUNT:	\$31,500

Form of financial backup Grantee will provide: Copies of paid invoices, receipts and/or agency records of disbursements. Grantee will submit quarterly invoices to

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County. Each invoice will detail the work performed and the amount charged for that work pursuant to the Contract. County will review the request for payment and determine whether all of the required information is provided. Any deficiencies will be brought to Grantee's attention for correction.

Records of the Grantee's direct personnel and reimbursable expenses pertaining to the grant shall be kept in accordance with generally accepted accounting principles. County, or its authorized representatives, shall have the right to access these records, and any other directly related and pertinent books, documents, papers or other records. County shall also have the right to audit, and to make excerpts and transcripts from such books, documents, papers, or records. Such right of access and copying shall be granted upon 3 days prior written notice by County and shall survive the termination of this Contract for up to 3 years after final payment hereunder.

7. **METHOD OF PAYMENT**

- a. For services to be provided under this Agreement by Grantee County agrees to pay, THIRTY-ONE THOUSAND FIVE HUNDRED 00/100 (\$31,500) for the fiscal year which begins July 1, 2013 and ends June 30, 2014.
- b. Each quarter, Grantee may bill County in advance for one-fourth (1/4th) of that annual amount, equaling SEVEN THOUSAND EIGHT HUNDRED AND SEVENTY-FIVE DOLLARS (\$7,875). County shall remit payment to Grantee within thirty (30) days of receipt of the billing.
- c. If either party terminates this Agreement, and the effective date of such termination is other than the last day of a quarter, payment will be prorated for the portion of the quarter from the first day through the effective day of the termination.

8. **TERMS AND CONDITIONS**

- a. **Required Reports/Audits.** The Grantee agrees to file monthly, quarterly, or annual reports, whichever is outlined in this Contract.

An annual audit covering the grant year(s) in this Contract must be submitted to the County within 90 days of the end of the grant year.

NOTE: Audits must be completed by a certified public accountant and comply with all applicable standard accounting practices.

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- b. **Required Project Record Keeping and Bookkeeping.** The Grantee agrees to provide for bookkeeping and record-keeping on a program basis using approved bookkeeping and record-keeping systems and to retain program records for four years from the time of termination of this Contract. The bookkeeping and program records shall be open and available for inspection and audit at any time by the County Staff.
- c. **Personal Property.** All personal property purchased by the Grantee, with written prior approval of the County and with funds obtained pursuant to the Contract, shall be the property of the County unless otherwise provided in writing by the County.
- d. **Budget Changes.** The Grantee shall only make changes in the approved and executed budget with approval of County.
- e. **Purchase of Equipment and Supplies.** In the event Contractor uses the funds granted by this Contract to acquire or purchase equipment, supplies or services, Contractor shall abide by the following: where the estimated cost is between \$25,000 and \$50,000, Contractor must request bids from two or more persons capable of performing the contract, if available. If the estimated cost exceeds \$50,000, Contractor shall advertise for bids. No lead-based paint is to be purchased or used on any project.
- f. **Lobbying.** The Grantee agrees that no funds received under this Contract shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before Federal, state or local government.
- g. **Program Income.** Grantee agencies who derive income from their activities as a result of service provided through the usage of grant funds must identify to the County Staff, the amount of this income on a timely basis. The income will be used to reduce the amount requested from the Grantee for disbursement.
- h. **Disposition of Program Income.** At the end of the program year, County may require remittance of all or part of any unspent and uncommitted program income balances (including investments thereof) held by the Grantee.
- i. **Insurance Requirements.** The County has established specific insurance and indemnification requirements for agreements/ contracts with non-profit agencies to assure that reasonable insurance coverage is maintained. These requirements are contained in Exhibit A attached hereto and incorporated by reference herein.

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All insurance requirements must be complied with prior to any reimbursement for any program.

- j. **Legal Actions Against Grantee.** If any legal action is filed against the Grantee, the Grantee shall immediately notify County staff.
  
- k. **Assignment of Contract.** It is agreed by and between the parties hereto that neither this Contract nor any part thereof may be assigned by the Grantee, and that in the event that the Grantee does so assign, the County Staff may, at their option, terminate this Contract and be relieved of further obligation to the Grantee.
  
- l. **Grounds for Reduction of Compensation or Termination of the Contract.** The County Staff reserves the right to terminate this Contract or to reduce the Contract compensation amount upon written notification to the Grantee that any one or more of the following has occurred:
  - (1) Failure of the Grantee to file monthly/quarterly/annual (whichever is required) reports by the 7th day of each month, or the 15<sup>th</sup> day after the end of the quarter or year (whichever is appropriate);
  - (2) Failure of the Grantee to meet any standards specified in this Contract;
  - (3) Expenditures under this Contract for ineligible activities, services, or items;
  - (4) Failure to comply with written notice from County Staff of substandard performance in scope of services under the terms of this Contract;
  - (5) Failure of the Grantee to keep accounts and records showing the disposition of the money provided pursuant to this contract;
  - (6) Grantee employees, officers or its designees or agents using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties;
  - (7) Failure of the County or the Grantee to secure or obtain other funding from sources which are needed in combination with the grant funds provided by the County to completely carry out the programs provided in this Contract;

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- (8) If Grantee receives funds from other sources prior to or during the program year to cover costs under this Contract, the County Staff reserves the right to reduce the Contract amount;
- (9) Failure of the Grantee to pay debts owed to the County or other debts when due; or
- (10) Failure of the County to appropriate or budget money for the purposes specified in this contract.

m. **Personnel.**

- (1) The Grantee represents that it has hired or will hire all personnel required in performing the services under this Contract. Such personnel shall not be employees of, or have any contractual relationship with, the County.
- (2) All of the services required hereunder will be performed by the Grantee, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local Law to perform such services.

n. **Compliance with Laws.** The Grantee agrees to follow all federal, state and local laws pertaining to the operation of said agency, including without limitation, all applicable sanitation, health, and safety standards. Further, Grantee shall be bound by all county ordinances and state and federal statutes, conditions, regulations and assurances that are applicable medical and patient records.

o. **Funding.** Funding under this grant is to be used only for eligible and approved activities.

p. **Integration.** This Contract, including the Recitals, and Exhibit A constitute the complete and integrated agreement between the parties with respect to the matters recited herein, and supersedes any prior or contemporaneous written or oral agreements or understandings with respect thereto.

q. **Amendment; Waiver.** This Contract shall not be modified, amended, rescinded, canceled or waived, in whole or in part, except by written amendment signed by duly authorized representatives of the parties. No additional grants, monetary increase amendments, or time extension amendments, will be approved unless all financial and performance reports are current. No waiver of any other provisions of this Contract shall be deemed to be a waiver of any other provisions, regardless of similarity, and no waiver shall constitute a continuing waiver. Forbearance or

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failure to declare a default or pursue a remedy shall not constitute a waiver except as provided in this Contract.

- r. **Drafting Presumption.** The parties acknowledge that this Contract has been agreed to by both parties, that both parties have consulted or have had the opportunity to consult with attorneys with respect to the terms, and that no presumption shall be created against the County as the drafter of this Contract.

9. **JURISDICTION AND GOVERNING LAW**

It is understood and agreed by and between the parties hereto that this Contract shall be deemed and construed to be entered into and to be performed in the County of Washoe, State of Nevada, and it is further understood and agreed by and between the parties hereto that the laws of the State of Nevada shall govern the rights, obligations, duties and liabilities of the parties to this Contract and also govern the interpretation of this Contract. In the event that litigation ensues arising out of this Contract, it shall be filed in the Second Judicial District Court, Washoe County, Nevada

10. **OTHER PROVISIONS**

During the performance of this Contract, the Grantee must follow:

- a. **Equal Employment Opportunity.** The Grantee will not discriminate against any employee or applicant for employment or individual receiving the benefit of the Grantee's services because of race, creed, religion, color, age, national origin, political affiliation, sex, sexual orientation, familial status, or disability (as provided in Section 504 of the Rehabilitation Act of 1973, as amended).
- b. **Business and Employment Opportunities for Lower Income/ Minority Residents.** To the greatest extent feasible, the Grantee will provide opportunities for training and employment to lower income/minority residents of the program area, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project.
- c. **Non-discrimination.** Grantee will provide services to all persons without regard to race, creed, religion, color, age, national origin, political affiliation, sex, sexual orientation, familial status, or disability.
- d. **Staff with Access to Minors and/or information regarding minors.** The Grantee agrees that, as a condition of employment, a background investigation

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will be completed pursuant to NRS 179A.180, et seq., for all staff members who have access to minors and/or information regarding minors.

**11. AUTHORITY TO ENTER INTO CONTRACT.**

The undersigned person signing as an officer on behalf of the Grantee, a party to this Contract, hereby warrants and represents that said person has actual authority to enter into this Contract on behalf of said Grantee and to bind the same to this Contract, and, further, that said Grantee has actual authority to enter into this Contract and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Contract.

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract as of the date entered into on the first page hereof.

**ACCESS TO HEALTHCARE NETWORK**

By: \_\_\_\_\_  
Chairperson, Board of Directors

By: \_\_\_\_\_  
Executive Director

**WASHOE COUNTY**

By: \_\_\_\_\_  
David Humke, Chairman  
Washoe County Commission

**APPROVED AS TO FORM ONLY:**

By: \_\_\_\_\_  
District Attorney

Attest:

\_\_\_\_\_  
Washoe County Clerk

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**Exhibit A**

**NONPROFIT AGENCIES**

**INTRODUCTION**

Washoe County has established specific insurance and indemnification requirements for nonprofit organizations contracting with the County to provide services, use County facilities and property, or receive funding. Indemnification and hold harmless clauses and insurance requirements are intended to assure that a nonprofit organization accepts and is able to pay for a loss or liability related to its activities.

ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT ORGANIZATIONS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT THE COUNTY RISK MANAGER DIRECTLY AT (775) 328-2071.

**INDEMNIFICATION AGREEMENT**

ORGANIZATION agrees to hold harmless, indemnify, and defend COUNTY, its officers, agents, employees, and volunteers from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action, or cause of action based on bodily injury including death or property damage, including damage to ORGANIZATION'S property, caused by the omission, failure to act, or negligence on the part of ORGANIZATION, its employees, agents, representatives, or Subcontractors arising out of the performance of work under this Agreement by ORGANIZATION, or by others under the direction or supervision of ORGANIZATION.

In the event of a lawsuit against the COUNTY arising out of the activities of ORGANIZATION, should ORGANIZATION be unable to defend COUNTY due to the nature of the allegations involved, ORGANIZATION shall reimburse COUNTY, its officers, agents, and employees for cost of COUNTY personnel in defending such actions at its conclusion should it be determined that the basis for the action was in fact the negligent acts, errors or omissions of ORGANIZATION.

**GENERAL REQUIREMENTS**

ORGANIZATION shall purchase Industrial Insurance, General Liability, and Automobile Liability as described below. The cost of such insurance shall be borne by ORGANIZATION. ORGANIZATION may be required to purchase Professional Liability coverage based upon the nature of the service agreement.

**INDUSTRIAL INSURANCE**

It is understood and agreed that there shall be no Industrial Insurance coverage provided for ORGANIZATION or any Sub-consultant by COUNTY. ORGANIZATION agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the COUNTY to make any payment under this Agreement to provide COUNTY with a certificate issued by an insurer in accordance with NRS 616B.627 and with a certificate of an insurer showing coverage pursuant to NRS 617.210 for ORGANIZATION and any sub-consultants used pursuant to this Agreement.

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Should ORGANIZATION be self-funded for Industrial Insurance, ORGANIZATION shall so notify COUNTY in writing prior to the signing of this Agreement. COUNTY reserves the right to approve said retentions and may request additional documentation financial or otherwise for review prior to the signing of this Agreement.

It is further understood and agreed by and between COUNTY and ORGANIZATION that ORGANIZATION shall procure, pay for, and maintain the above-mentioned industrial insurance coverage at ORGANIZATION'S sole cost and expense.

**MINIMUM LIMITS OF INSURANCE**

ORGANIZATION shall maintain limits no less than:

- 1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to each project or location.
- 2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. No aggregate limits may apply.
- 3. Professional Liability: \$1,000,000 per claim and as an annual aggregate.

**DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY Risk Management Division. COUNTY reserves the right to request additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy, must be approved by the COUNTY Risk Manager prior to the change taking effect.

**OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

- 1. COUNTY, its officers, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of ORGANIZATION, including COUNTY'S general supervision of ORGANIZATION; products and completed operations of ORGANIZATION; premises owned, occupied or used by ORGANIZATION; or automobiles owned, leased, hired, or borrowed by ORGANIZATION. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its officers, employees or volunteers.
- 2. ORGANIZATION'S insurance coverage shall be primary insurance as respects COUNTY, its officers, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, employees or volunteers shall be excess of ORGANIZATION'S insurance and shall not contribute with it in any way.
- 3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, employees or volunteers.
- 4. ORGANIZATION'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to COUNTY except for nonpayment of premium.

### ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. COUNTY, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's Ratings upon review of financial information concerning ORGANIZATION and insurance carrier. COUNTY reserves the right to require that ORGANIZATION'S insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

### VERIFICATION OF COVERAGE

ORGANIZATION shall furnish COUNTY with certificates of insurance and with original endorsements affecting coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. **All certificates and endorsements are to be addressed to the specific COUNTY contracting department and be received and approved by the COUNTY before work commences.** COUNTY reserves the right to require complete, certified copies of all required insurance policies, at any time.

### SUBCONTRACTORS

ORGANIZATION shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

### MISCELLANEOUS CONDITIONS

1. ORGANIZATION shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by ORGANIZATION, any Subcontractor, or anyone employed, directed or supervised by ORGANIZATION.
2. Nothing herein contained shall be construed as limiting in any way the extent to which the ORGANIZATION may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractor under it.
3. In addition to any other remedies COUNTY may have if ORGANIZATION fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:
  - a. Order ORGANIZATION to stop work under this Agreement and/or withhold any payments which become due ORGANIZATION hereunder until ORGANIZATION demonstrates compliance with the requirements hereof;
  - b. Purchase such insurance to cover any risk for which COUNTY may be liable through the operations of ORGANIZATION if under this Agreement and deduct or retain the amount of the premiums for such insurance from any sums due under the Agreement;
  - c. Terminate the Agreement.

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**WASHOE COUNTY, NEVADA  
GRANT PROGRAM CONTRACT  
FY 2013-2014**

THIS CONTRACT, entered into as of the \_\_\_\_ day of \_\_\_\_\_ 2013 by and between **Washoe County**, a political subdivision of the State of Nevada, existing under and by virtue of the laws of the State of Nevada (hereinafter referred to as the "County"), and **Incline Village Community Hospital Foundation** a nonprofit corporation having a business address located at 880 Alder Avenue, Incline Village, NV 89451 (hereinafter referred to as the "Grantee").

**WITNESSETH:**

**WHEREAS**, the County has funds, including in some cases being the recipient of Grant Funds, that will provide for the delivery of community needs in the Truckee Meadows; and

**WHEREAS**, as the recipient of Grant Funds pursuant to a Grant, or in making other funds available, County is undertaking certain activities, programs, and services as outlined in this contract; and

**WHEREAS**, the Grantee's legal status is as a recognized IRC 501(c) (3) nonprofit corporation, the Grantee is in good standing in its state of formation, and the Grantee agrees to provide the County with a certificate of good standing as a condition concurrent to this Contract, or, Grantee is a government agency; and

**WHEREAS**, in consideration of receipt of this funding, the Grantee agrees to abide by the terms and conditions of this Contract.

**NOW, THEREFORE**, the parties agree as follows:

**1. DEFINITION OF TERMS**

- a. The County Staff: The County Staff consists of those persons working for Washoe County who are designated to administer the grant as identified below.
- b. Program Measurable Outcomes: The program measurable outcomes that are mutually agreed to by the County and the Grantee as outlined within the Contract to be met by the end of the Contract period.
- c. Project Supervisor: The project supervisor is the individual from the Grantee who will be responsible for the administration of the program and communications with the County Staff.

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**NOTICES**

Communications and details concerning this Contract shall be directed to the following Contract representatives:

**COUNTY**

Washoe County  
  
Gabrielle Enfield  
County Grants Administrator  
Manager's Office  
P.O. Box 11130  
Reno, NV 89520  
775-328-2009  
775-328-6185 Fax

**GRANTEE**

Incline Village Community Hospital  
Foundation  
Jessica Portnoy  
Program Development Officer  
P.O. Box 2508  
Truckee, CA 96161  
530-582-6317  
530-550-5288 Fax

**3. PROGRAM MEASURABLE OUTCOMES**

- a. The Grantee shall do, perform and carry out, in a satisfactory and proper manner, as determined by County Staff, the following program measurable outcomes:

**PROGRAM: Incline Village Family Health Clinic**

Incline Village Family Health Clinic is being operated to ensure access for all community members in Incline and the surrounding area to primary care. This clinic provides staff to provide preventative health access directly or indirectly in collaboration with local, county, state and federal programs i.e. Women's Health Connection, Vaccines for Kids, and the Women, Infant and Children (WIC) program. Staff will also treat episodic conditions and chronic disease and facilitate referrals to higher level of care as needed and available.

Monthly/Quarterly Reports: Quarterly

**Measurable Outcome**

- 1. Through the provision of well child exams including vaccine for children program and dental screening will serve 200 pediatric clients who will receive recommended vaccines by kindergarten entrance.

**Tracking Mechanism**

Clinic will track the number of patients provided care.

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**Measurable Outcome**

- 2. Through the provision of primary care access expanded to four afternoon/evenings a week by a physician assistant, nurse practitioner or physician, and effective collaboration with community programs and services such as Access to Healthcare Network, Women’s Health Connection, and WIC, the clinic will serve 200 adult patients for whom 50% will receive or follow up with recommended preventative health screening.

**Tracking Mechanism**

Clinic will track the percentage of clinic patients that follow-up with preventative health services as measured by female exams, mammogram or vaccine compliance.

**4. PROCEDURAL REQUIREMENTS**

- a. The County Staff will monitor the performance of the Grantee against each of the program measurable outcomes listed herein.
- b. Substandard performance as determined by County Staff will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by the Grantee within a reasonable period of time after being notified by the County Staff, Contract suspension or termination procedures will be initiated.
- c. Program outcomes may be administratively modified by County staff if the Grantee provides sufficient justification in writing three (3) months prior to the close of the Fiscal Year 2013-14.

**5. TERM**

This Contract is in effect retroactive to July 1, 2013 and from that date through - June 30, 2014. All of the services required hereunder shall be completed by June 30, 2014.

**6. COMPENSATION**

With compliance to the requirements in this Contract, the Grantee shall be paid the dollar amounts outlined in the following budget requirements:

**PROGRAM:                    Incline Village Family Health Clinic**

TOTAL COST AMOUNT:                    \$27,000

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Form of financial backup Grantee will provide: Copies of paid invoices, receipts and/or agency records of disbursements. Grantee will submit quarterly invoices to County. Each invoice will detail the work performed and the amount charged for that work pursuant to the Contract. County will review the request for payment and determine whether all of the required information is provided. Any deficiencies will be brought to Grantee's attention for correction.

Records of the Grantee's direct personnel and reimbursable expenses pertaining to the grant shall be kept in accordance with generally accepted accounting principles. County, or its authorized representatives, shall have the right to access these records, and any other directly related and pertinent books, documents, papers or other records. County shall also have the right to audit, and to make excerpts and transcripts from such books, documents, papers, or records. Such right of access and copying shall be granted upon 3 days prior written notice by County and shall survive the termination of this Contract for up to 3 years after final payment hereunder.

**7. METHOD OF PAYMENT**

- a. For services to be provided under this Agreement by Grantee County agrees to pay, TWENTY-SEVEN THOUSAND 00/100 (\$27,000) for the term which begins July 1, 2013 and ends June 30, 2014.
- b. If either party terminates this Agreement, and the effective date of such termination is other than the last day of a quarter, payment will be prorated for the portion of the quarter from the first day through the effective day of the termination.

**8. TERMS AND CONDITIONS**

- a. **Required Reports/Audits.** The Grantee agrees to file monthly, quarterly, or annual reports, whichever is outlined in this Contract.

An annual audit covering the grant year(s) in this Contract must be submitted to the County within 90 days of the end of the grant year.

NOTE: Audits must be completed by a certified public accountant and comply with all applicable standard accounting practices.

- b. **Required Project Record Keeping and Bookkeeping.** The Grantee agrees to provide for bookkeeping and record-keeping on a program basis using approved bookkeeping and record-keeping systems and to retain program records for four years from the time of termination of this Contract. The bookkeeping and

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program records shall be open and available for inspection and audit at any time by the County Staff.

- c. **Personal Property.** All personal property purchased by the Grantee, with written prior approval of the County and with funds obtained pursuant to the Contract, shall be the property of the County unless otherwise provided in writing by the County.
- d. **Budget Changes.** The Grantee shall only make changes in the approved and executed budget with approval of County.
- e. **Purchase of Equipment and Supplies.** In the event Contractor uses the funds granted by this Contract to acquire or purchase equipment, supplies or services, Contractor shall abide by the following: where the estimated cost is between \$25,000 and \$50,000, Contractor must request bids from two or more persons capable of performing the contract, if available. If the estimated cost exceeds \$50,000, Contract shall advertise for bids. No lead-based paint is to be purchased or used on any project.
- f. **Lobbying.** The Grantee agrees that no funds received under this Contract shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before Federal, state or local government.
- g. **Program Income.** Grantee agencies who derive income from their loan activities as a result of service provided through the usage of grant funds must identify to the County Staff, upon request, the amount of this income on a timely basis. The income will be used to reduce the amount requested from the Grantee for disbursement.
- h. **Disposition of Program Income.** At the end of the program year, County may require remittance of all or part of any unspent and uncommitted program income balances (including investments thereof) held by the Grantee.
- i. **Insurance Requirements.** The County has established specific insurance and indemnification requirements for agreements/ contracts with non-profit agencies to assure that reasonable insurance coverage is maintained. These requirements are contained in Exhibit A attached hereto and incorporated by reference herein. All insurance requirements must be complied with prior to any reimbursement for any program.

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- j. **Health Insurance Portability And Accountability Act (HIPAA)** Grantee agrees to safeguard clients' protected health information in accordance with Health Insurance Portability and Accountability Act of 1996 (HIPAA) requirements. Grantee shall protect all health information that is created or received by grantee or made available in any form, including paper record, oral communication, audio recording and electronic medium. Grantee shall comply with the terms and conditions set for in Exhibit B, incorporated herein by this reference.
- k. **Legal Actions Against Grantee.** If any legal action is filed against the Grantee, the Grantee shall immediately notify County staff.
- l. **Assignment of Contract.** It is agreed by and between the parties hereto that neither this Contract nor any part thereof may be assigned by the Grantee, and that in the event that the Grantee does so assign, the County Staff may, at their option, terminate this Contract and be relieved of further obligation to the Grantee.
- m. **Grounds for Reduction of Compensation or Termination of the Contract.** The County Staff reserves the right to terminate this Contract or to reduce the Contract compensation amount upon written notification to the Grantee that any one or more of the following has occurred:
- (1) Failure of the Grantee to file monthly/quarterly/annual (whichever is required) reports by the 7th day of each month, or the 15<sup>th</sup> day after the end of the quarter or year (whichever is appropriate);
  - (2) Failure of the Grantee to meet any standards specified in this Contract;
  - (3) Expenditures under this Contract for ineligible activities, services, or items;
  - (4) Failure to comply with written notice from County Staff of substandard performance in scope of services under the terms of this Contract;
  - (5) Failure of the Grantee to keep accounts and records showing the disposition of the money provided pursuant to this contract;
  - (6) Grantee employees, officers or its designees or agents using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties;

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- (7) Failure of the County or the Grantee to secure or obtain other funding from sources which are needed in combination with the grant funds provided by the County to completely carry out the programs provided in this Contract;
- (8) If Grantee receives funds from other sources prior to or during the program year to cover costs under this Contract, the County Staff reserves the right to reduce the Contract amount;
- (9) Failure of the Grantee to pay debts owed to the County or other debts when due; or
- (10) Failure of the County to appropriate or budget money for the purposes specified in this contract.

m. **Personnel.**

- (1) The Grantee represents that it has hired or will hire all personnel required in performing the services under this Contract. Such personnel shall not be employees of, or have any contractual relationship with, the County.
- (2) All of the services required hereunder will be performed by the Grantee, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local Law to perform such services.

n. **Compliance with Laws.** The Grantee agrees to follow all federal, state and local laws pertaining to the operation of said agency, including without limitation, all applicable sanitation, health, and safety standards. Further, Grantee shall be bound by all county ordinances and state and federal statutes, conditions, regulations and assurances that are applicable medical and patient records.

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q. **Amendment; Waiver.** This Contract shall not be modified, amended, rescinded, canceled or waived, in whole or in part, except by written amendment signed by duly authorized representatives of the parties. No additional grants, monetary increase amendments, or time extension amendments, will be approved unless all

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financial and performance reports are current. No waiver of any other provisions of this Contract shall be deemed to be a waiver of any other provisions, regardless of similarity, and no waiver shall constitute a continuing waiver. Forbearance or failure to declare a default or pursue a remedy shall not constitute a waiver except as provided in this Contract.

- r. **Drafting Presumption.** The parties acknowledge that this Contract has been agreed to by both parties, that both parties have consulted or have had the opportunity to consult with attorneys with respect to the terms, and that no presumption shall be created against the County as the drafter of this Contract.

9. **JURISDICTION AND GOVERNING LAW**

It is understood and agreed by and between the parties hereto that this Contract shall be deemed and construed to be entered into and to be performed in the County of Washoe, State of Nevada, and it is further understood and agreed by and between the parties hereto that the laws of the State of Nevada shall govern the rights, obligations, duties and liabilities of the parties to this Contract and also govern the interpretation of this Contract. In the event that litigation ensues arising out of this Contract, it shall be filed in the Second Judicial District Court, Washoe County, Nevada

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- a. **Equal Employment Opportunity.** The Grantee will not discriminate against any employee or applicant for employment or individual receiving the benefit of the Grantee's services because of race, creed, religion, color, age, national origin, political affiliation, sex, sexual orientation, familial status, or disability (as provided in Section 504 of the Rehabilitation Act of 1973, as amended).
- b. **Business and Employment Opportunities for Lower Income/ Minority Residents.** To the greatest extent feasible, the Grantee will provide opportunities for training and employment to lower income/minority residents of the program area, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project.
- c. **Non-discrimination.** Grantee will provide services to all persons without regard to race, creed, religion, color, age, national origin, political affiliation, sex, sexual orientation, familial status, or disability.

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- d. **Staff with Access to Minors and/or information regarding minors.** The Grantee agrees that, as a condition of employment, a background investigation will be completed pursuant to NRS 179A.180, et seq., for all staff members who have access to minors and/or information regarding minors.

**11. AUTHORITY TO ENTER INTO CONTRACT.**

The undersigned person signing as an officer on behalf of the Grantee, a party to this Contract, hereby warrants and represents that said person has actual authority to enter into this Contract on behalf of said Grantee and to bind the same to this Contract, and, further, that said Grantee has actual authority to enter into this Contract and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Contract.

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract as of the date entered into on the first page hereof.

**INCLINE VILLAGE COMMUNITY HOSPITAL FOUNDATION**

By: \_\_\_\_\_  
Chairperson, Board of Directors

By: \_\_\_\_\_  
Executive Director

**WASHOE COUNTY**

By: \_\_\_\_\_  
David Humke, Chairman  
Washoe County Commission

**APPROVED AS TO FORM ONLY:**

By: \_\_\_\_\_  
District Attorney

Attest:  
\_\_\_\_\_  
Washoe County Clerk

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**Exhibit A**

**NONPROFIT AGENCIES**

**INTRODUCTION**

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ORGANIZATION agrees to hold harmless, indemnify, and defend COUNTY, its officers, agents, employees, and volunteers from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action, or cause of action based on bodily injury including death or property damage, including damage to ORGANIZATION'S property, caused by the omission, failure to act, or negligence on the part of ORGANIZATION, its employees, agents, representatives, or Subcontractors arising out of the performance of work under this Agreement by ORGANIZATION, or by others under the direction or supervision of ORGANIZATION.

In the event of a lawsuit against the COUNTY arising out of the activities of ORGANIZATION, should ORGANIZATION be unable to defend COUNTY due to the nature of the allegations involved, ORGANIZATION shall reimburse COUNTY, its officers, agents, and employees for cost of COUNTY personnel in defending such actions at its conclusion should it be determined that the basis for the action was in fact the negligent acts, errors or omissions of ORGANIZATION.

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**INDUSTRIAL INSURANCE**

It is understood and agreed that there shall be no Industrial Insurance coverage provided for ORGANIZATION or any Sub-consultant by COUNTY. ORGANIZATION agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the COUNTY to make any payment under this Agreement to provide COUNTY with a certificate issued by an insurer in accordance with NRS 616B.627 and with a certificate of an insurer showing coverage pursuant to NRS 617.210 for ORGANIZATION and any sub-consultants used pursuant to this Agreement.

Should ORGANIZATION be self-funded for Industrial Insurance, ORGANIZATION shall so notify COUNTY in writing prior to the signing of this Agreement. COUNTY reserves the right to approve said retentions and may request additional documentation financial or otherwise for review prior to the signing of this Agreement.

It is further understood and agreed by and between COUNTY and ORGANIZATION that ORGANIZATION shall procure, pay for, and maintain the above-mentioned industrial insurance coverage at ORGANIZATION'S sole cost and expense.

**MINIMUM LIMITS OF INSURANCE**

ORGANIZATION shall maintain limits no less than:

- 1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to each project or location.
- 2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. No aggregate limits may apply.
- 3. Professional Liability: \$1,000,000 per claim and as an annual aggregate.

**DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY Risk Management Division. COUNTY reserves the right to request additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy, must be approved by the COUNTY Risk Manager prior to the change taking effect.

**OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

- 1. COUNTY, its officers, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of ORGANIZATION, including COUNTY'S general supervision of ORGANIZATION; products and completed operations of ORGANIZATION; premises owned, occupied or used by ORGANIZATION; or automobiles owned, leased, hired, or borrowed by ORGANIZATION. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its officers, employees or volunteers.
- 2. ORGANIZATION'S insurance coverage shall be primary insurance as respects COUNTY, its officers, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, employees or volunteers shall be excess of ORGANIZATION'S insurance and shall not contribute with it in any way.
- 3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, employees or volunteers.
- 4. ORGANIZATION'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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- 5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to COUNTY except for nonpayment of premium.

**ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. COUNTY, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's Ratings upon review of financial information concerning ORGANIZATION and insurance carrier. COUNTY reserves the right to require that ORGANIZATION'S insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

**VERIFICATION OF COVERAGE**

ORGANIZATION shall furnish COUNTY with certificates of insurance and with original endorsements affecting coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. **All certificates and endorsements are to be addressed to the specific COUNTY contracting department and be received and approved by the COUNTY before work commences.** COUNTY reserves the right to require complete, certified copies of all required insurance policies, at any time.

**SUBCONTRACTORS**

ORGANIZATION shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

**MISCELLANEOUS CONDITIONS**

- 1. ORGANIZATION shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by ORGANIZATION, any Subcontractor, or anyone employed, directed or supervised by ORGANIZATION.
- 2. Nothing herein contained shall be construed as limiting in any way the extent to which the ORGANIZATION may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractor under it.
- 3. In addition to any other remedies COUNTY may have if ORGANIZATION fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:
  - a. Order ORGANIZATION to stop work under this Agreement and/or withhold any payments which become due ORGANIZATION hereunder until ORGANIZATION demonstrates compliance with the requirements hereof;
  - b. Purchase such insurance to cover any risk for which COUNTY may be liable through the operations of ORGANIZATION if under this Agreement and deduct or retain the amount of the premiums for such insurance from any sums due under the Agreement;
  - c. Terminate the Agreement.

13-10-15

# INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

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

and

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

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

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

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

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. **DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. **CONTRACT TERM.** This Contract shall be effective July 1, 2013, to June 30, 2014, unless sooner terminated by either party as set forth in this Contract.
4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Contract is withdrawn, limited, or impaired.

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

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

ATTACHMENT A: SCOPE OF WORK

7. CONSIDERATION. WASHOE COUNTY SHERIFF'S OFFICE, FORENSIC SCIENCE DIVISION agrees to provide the services set forth in paragraph (6) at a cost of \$1,500.00 per year, plus any requested crime scene services at \$250.00/investigator/hour (state the exact cost or hourly, daily, or weekly rate exclusive of travel or per diem expenses) with the total Contract or installments payable: upon receipt of invoice(s), not exceeding \$3,000.00. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

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

9. INSPECTION & AUDIT.

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

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

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

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

11. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages

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for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.

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

13. INDEMNIFICATION.

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

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

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

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

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

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

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

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

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

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

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

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

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

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State Gaming Control Board

Public Agency#1

Public Agency#1 Signature

Date

Public Agency #2 – Washoe County Sheriff

*Michelle Haley*

Chief Administration

Title

Date

7/9/13

By:

Chairman – Washoe County Board of County Commissioners

Date

ATTEST:

Washoe County Clerk

Date

Signature-Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS

Approved as to form by:

On

(Date)

Deputy Attorney General for Attorney General, State of Nevada

On

(Date)

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## Exhibit B

### Services Provided Under the Forensic Science Division Contract (No Crime Scene/Photo Laboratory Services Included)

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

#### Arson (Ignitable liquids)

#### Qualitative Testing of Controlled Substances

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

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

#### Shoeprint and Tire Track Comparison

## **Firearms/Toolmark Examinations**

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

## **Latent Print Processing**

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

## **Primary Examination**

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

## **DNA Analysis**

- Homicide (up to 15 evidentiary samples and 10 reference samples)
- Sexual crimes (with presence of sperm up to 3 evidentiary samples and 5 reference samples)
- Sexual crimes (absence of sperm up to 5 evidentiary samples and 5 reference samples)
- Crimes against a person (up to 4 evidentiary samples and 5 reference samples)
- Property crimes (up to 2 evidentiary samples and 5 reference samples)
- DNA samples in addition to above limits can be processed at \$250.00 per hour

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

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

and therefore will not be able to provide detailed testimony on clandestine manufacture of drugs. This inability is limited to drug analysis not crime scene response.

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

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

#### **Crime Scene Investigation**

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

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

- \$25.00 per CD

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

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

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# INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

DEPARTMENT OF PUBLIC SAFETY  
RECORDS & TECHNOLOGY DIVISION, RECORDS BUREAU  
333 WEST NYE LANE, SUITE 100, CARSON CITY, NEVADA 89706  
PHONE (775) 684-6262 FAX (775) 684-6265  
(hereinafter "State")

and

WASHOE COUNTY SHERIFF'S OFFICE  
911 PARR BOULEVARD, RENO, NEVADA 89512  
PHONE (775) 328-3369 FAX (775) 328-3055  
(hereinafter "User")

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

WHEREAS, THE AUTHORITY GRANTED TO THE **State** to enter into this contract with the **User** is pursuant to NRS chapter 179A; and

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

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

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. CONTRACT TERM. This Contract shall be effective upon approval and shall remain in full force and effect until terminated by either party as provided for in this contract, including, but not limited to, the incorporated Attachment A: Scope of NCJIS **User** Agreement. This Contract will be reviewed at each compliance audit by the NCJIS Audit Staff.
4. TERMINATION. This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until **30** days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. NOTICE. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.
6. INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

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**ATTACHMENT A: SCOPE OF NCJIS USER AGREEMENT**

**ATTACHMENT B: SCOPE OF LICENSE PLATE READER AGREEMENT**

7. CONSIDERATION. The **State** agrees to provide the services set forth in paragraph (6) pursuant to the provisions of NRS chapter 179A. The **User** agrees, in return, to comply with those items and requirements as set forth in paragraph (6).
8. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.
9. INSPECTION & AUDIT.  
Under NCJIS and National Crime Information Center (NCIC) policies and procedures, **AUTHORIZED RECIPIENT** agrees to keep and maintain sufficient documents to determine compliance with any applicable regulations and statues, with the intention to fully disclose these documents to DPS.
10. BREACH; REMEDIES. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs.
11. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.
12. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
13. INDEMNIFICATION. Neither party waives any right or defense to indemnification that may exist in law or equity.
14. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.
15. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
16. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
17. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.
18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law or this Contract, any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

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

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

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

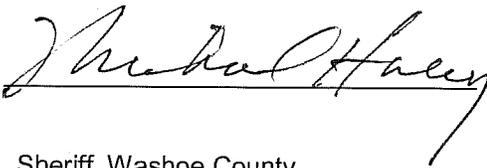
22. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the **State** of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.

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

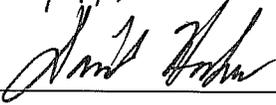
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IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

DEPARTMENT OF PUBLIC SAFETY

By:   
Title: Sheriff, Washoe County

Date: 7/9/13

By: 

Title: Chairman, Board of County Commissioners

Date: \_\_\_\_\_

By: 

Title: Chief, Records & Technology Division

Date: 8/8/13

By: 

APPROVED AS TO FORM:  
Deputy Attorney General

Date: 9/10/13

## ATTACHMENT A: SCOPE OF NCJIS USER AGREEMENT

### WITNESSETH

- 1) The Nevada Criminal Justice Information System and the State's Law Enforcement Message Switch (hereinafter referred to as "NCJIS") is a computerized information and electronic message switching system established as a service to all local, state and federal criminal justice and public safety agencies, as well as, other NCJIS approved non-criminal justice governmental agencies. The objective is to maintain an efficient, effective and accurate system, that will provide for the automated exchange of law enforcement, criminal justice, public safety, motor vehicle and drivers license information to all authorized system USERS.
- 2) Through this program, any public or private entity who does not serve in a criminal justice capacity as defined by NRS 179A.020 - 179A.030 or an entity as defined in NRS 432B and 424, will not be given on-line terminal access to criminal history record information. On-line terminal access to wanted person and other law enforcement, public safety, motor vehicle and driver's license information is at the discretion of, and subject to the recommendation of the Criminal Justice Information System (CJIS) Systems Officer (CSO) and approval by the Director of the Department of Public Safety. However, any public or private entity may make application for criminal history record information through the Central Repository for Nevada records of criminal history and/or its Civil Name Check Program which is not regulated by the terms and conditions of this agreement, but available through the Records and Technology Division a Division of the Department of Public Safety, CJIS Systems Agency (hereinafter "CSA") under a separate agreement that was developed for that purpose.
- 3) The CSA, through its CJIS Systems Officer (CSO), will maintain and administer management control, with respect to the NCJIS Administrative Policies, the NCJIS Operating Procedures, system access, terminal and operator configurations, quality control, validations, service evaluations, training requirements, technical and operational security policies, new applications, compliance audits and system discipline. Said management control will include not only NCJIS, but all other automated computer systems or programs that are accessed through NCJIS or administered by the CSA and referenced in this agreement. These are: the National Crime Information Center ("NCIC"), The International Justice and Public Safety Network ("NLETS"), the Western Identification Network ("WIN"), the California Law Enforcement Telecommunications System ("CLETS"), the National Instant Check System ("NICS"), and the National Integrated Automated Fingerprint Identification System ("IAFIS").
- 4) While the CSA, through the CSO, maintains and administers management control of NCJIS, as well as, all programs accessed through NCJIS, the Director of the Department of Public Safety has the final authority.
- 5) In addition, the NCJIS Steering Committee was established to provide assistance in the development of and enhancements to the NCJIS database. The NCJIS Steering Committee provides recommendations for technical and operational design development. The NCJIS Steering Committee is further broken down into the Northern Technical Subcommittee and Southern Technical Subcommittee comprised of Terminal Agency Coordinators (TACs) and NCJIS users. Through topics presented at these regional meetings, the NCJIS Steering Committee members act as a conduit of information from all users/contributors to NCJIS for the purpose of bringing information to the CJIS Systems Officer.

**NOW THEREFORE**, being duly enlightened of the foregoing representations and promises, conditions and other valuable considerations obtained herein or incorporated by reference, the parties, by representation of authorized officials, do mutually covenant as follows:

- 1) Through this program, the CSA agrees to provide the USER with access to NCJIS, through the Nevada State Law Enforcement Message Switcher and through telecommunication lines, as well as, drops and ports of entry, provided that such access and any computer interfaces remain under the management control of a criminal justice agency, a public safety or NCJIS approved governmental agency and the agency abides by the technical security requirements as outlined in policy.
- 2) The CSA agrees to provide training pursuant to policies for all TACs, other agency personnel and administrators pursuant to policy. The NCJIS Training Policies include the mandatory NCIC training standards for terminal operators, criminal justice practitioners, and agency administrators.

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- 3) The USER agrees to abide by all NCJIS administrative policies and operating procedures of NCJIS, including NCIC, NLETS, WIN, CLETS, NICS and IAFIS, as well as, laws and regulations of this state and the Federal government that are adopted by or imposed upon the CSA, to the extent that they are applicable to the information provided under this agreement.
- 4) Financing and budgeting for access to NCJIS shall be accomplished in accordance with the NCJIS Administrative Policies. Agencies that have been approved for terminal access will be responsible to budget funds for the initial connection, additional connections, compatible computer and terminal equipment, continuing line costs, or any costs associated with additional circuitry and technical security between the agency and NCJIS.
- 5) USER agrees to locate all devices, i.e., terminals, printers, etc., with access to NCJIS, or any other systems accessed through the NCJIS, in a secure area out of public view, or where unauthorized access cannot be gained. This includes the use of the sign-on/sign-off function and the security of individual user IDs and passwords. USER agrees to employ encryption for personally identifiable information as required to comply with NRS 603A. USER agrees to use firewall technology to prevent unauthorized access to network segments that carry unencrypted criminal justice information ("CJI") or contain hosts that access, display, process, store, or print CJI. Firewalls will be deployed to separate criminal justice from non-criminal justice network segments. USER agrees to use tools to monitor systems, networks, and endpoints to detect the presence of vulnerabilities, malware, and unauthorized intruders, appropriate for the size and complexity of agency systems and networks. USER agrees to have mechanisms in place to fix detected vulnerabilities, eradicate malware, eliminate unauthorized intrusion, and report any of these issues to the CSA Information Security Officer ("ISO").
- 6) Indirect non-terminal agency ("NTA") access to NCJIS or its ancillary systems through an NCJIS Terminal Agency ("TA") can only be made through a formalized user agreement or letter of understanding between the parties, which must include training of applicable non-terminal agency personnel by the TA. All transactions made by the NCJIS TA for the NTA through NCJIS must be done by using the NTA's assigned Originating Agency Identifier ("ORI") or by maintaining a log of the transaction. If records that require hit confirmation are entered by the NCJIS TA for the NTA, then the NCJIS TA must be available to confirm hits 24 hours a day, 7 days a week.
- 7) USER agrees to implement policies and procedures to protect all information obtained through NCJIS or any other systems accessed through the NCJIS from unauthorized access, alteration, or destruction.
- 8) Since the administrative policies of all of the systems accessed through NCJIS remain broad in their interpretation, it is the responsibility of the USER to adopt and implement internal written procedures that are relevant to their agency's use of NCJIS and its ancillary systems. These internal procedures may not be contrary, or in any way, supersede law or the established administrative policies or operating practices relating to these systems.
- 9) USER agrees to limit the use of all information obtained through NCJIS for the authorized purpose for which it was intended and to securely destroy the information when it is no longer needed. USER further acknowledges that the information obtained through NCJIS is susceptible to change, and therefore USER must assure that measures will be take to obtain the most current and accurate information through NCJIS.
- 10) Misuse of any information obtained via NCJIS may be grounds for the imposition of sanctions in the form of cancellation of records and/or discontinuance of service through NCJIS upon confirmation of misuse, continued non-compliance or technical violations occurring against any of the systems.
- 11) Authority to access NCJIS criminal history record information or NCIC Interstate Identification Index ("III") is limited to criminal justice agencies and entities as defined in NRS 432B and 424 may be used only for authorized purposes. USER agrees to abide by appropriate purpose code uses as defined in the NCJIS Administrative Policies and NCIC Operating Manual. USER agrees that III will never be inquired upon for non-criminal justice purposes, such as licensing, employment or regulatory purposes unless authorized by the FBI and State statute. Unauthorized disclosure or misuse of data by the USER or its employees can be cause for imposition of sanctions and possible cancellation of service provided by this agreement. The CSA will monitor system use, as necessary, concerning inquiries made of the system to detect possible misuse.

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- 12) System integrity and the completeness and accuracy of information entered into the system is paramount and the USER will allow the NCJIS Audit Staff to conduct compliance audits, to review USER's records to assure reliability of stored data and make corrections of non-valid data discovered as a result of the audit. Measures for purging or canceling entries will be adhered to for enhancing reliability of all data. NCJIS compliance audits, as well as, directed audits are also conducted for the purpose of investigating any allegation(s) of misuse regarding NCJIS, or any other system accessed through NCJIS.
- 13) USER agrees to appoint a Terminal Agency Coordinator ("TAC") to represent and speak on behalf of their agency. All requests concerning NCJIS must be coordinated through the TAC. This individual may make recommendations to the USER regarding needed policy changes within the agency that are relevant to NCJIS. The USER may also elect to appoint an Assistant Terminal Agency Coordinator ("ATAC") to assist the TAC with system duties and responsibilities. Both the TAC and ATAC shall meet the minimum qualifications as stated in the NCJIS Administrative Policies. The TAC is responsible for ensuring compliance with all applicable laws, rules, regulations, policies and procedures governing NCJIS and its ancillary systems. The TAC serves as a central point in his/her agency for managing record validations, quality control matters, dissemination of manuals and other NCJIS publications, NCJIS system security matters, agency personnel training, training of all non-terminal agency personnel, agency self-audits, NCJIS compliance audits and any problems concerning NCJIS usage.
- 14) USER agrees to ensure that the TAC is available during hours that are conducive to the administration of NCJIS and to be the liaison between the USER and the NCJIS Staff with regard to NCJIS. If a new TAC is designated or as ATACs change, the USER agrees to immediately notify the CSA in writing.
- 15) USER agrees to provide training within their own agency, pursuant to the NCJIS Training Plan and the mandatory NCIC training standards.
- 16) USER shall ensure that a thorough background screening of personnel is conducted. State and national fingerprint-based record checks must be conducted within 30 days upon initial employment or assignment for all personnel, including appropriate IT personnel, having access to information from NCJIS or its ancillary systems. USER must also screen custodial, support, and/or contractor personnel accessing terminal areas and records storage areas containing said data.
- 17) USER agrees that access will not be granted until all necessary forms, documents and agreements have been satisfactorily completed and/or signed and returned to the CSA. USER agrees to not make any changes in the location of any terminal equipment/device or discontinue or alter service, unless advance notification is made in writing by the TAC or ATAC to the CSA. For additional access, USER agrees to request said access in writing by the TAC or ATAC to the CSA.
- 18) USER agrees that any requests to provide functions and/or make changes in terminal operators, user IDs, etc., requires written notification by the TAC or ATAC to the CSA.
- 19) USER agrees that all correspondence and requests relating to the CSA shall be done through the CSO, Program Development and Compliance Unit at 333 West Nye Lane, Suite 100, Carson City, Nevada, 89706; or fax (775) 684-6268.
- 20) Any contract or changes to the USER's agency which would affect the operation or management control of NCJIS, such as privatization, must be brought to the attention of the CSA prior to such changes.
- 21) The conditions of this Agreement are not optional and may not be modified.

**TERMINATION**

The CSA may purge records, suspend or terminate access to NCJIS, when in its reasonable estimation, a violation of a specific term of this agreement or of any substantive requirement or limitation imposed by NCJIS, state or Federal statutes, regulation or rules incorporated into this agreement occurs, of which shall be deemed a breach of terms.

In the event of termination of this agreement, any real or personal property used to carry out the provisions of this agreement shall be disposed of by the party having the responsibility for financing the acquisition and maintenance of such.

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## ATTACHMENT B: SCOPE OF LICENSE PLATE READER AGREEMENT

- 1) The purpose is to memorialize the **State's** and **User's** understanding regarding the transmitting, receiving, and storage of information contained in the National Crime Information Center (NCIC) License Plate Reader (LPR) Project.
- 2) The exchange of information will be limited to extracts from NCIC License Plate Reader Project, File Transfer Protocol server.
- 3) This Agreement applies to the **State's** transmission of information from the NCIC LPR Extract Files received from the FBI, which contain stolen Vehicle File information, the License Plate File information, and Person File information if attached to a stolen vehicle record.
  - a. The **State** will:
    1. Provide extracts from the NCIC LPR Program to **User**;
    2. Provide updated extract information on a daily basis to **User**;
    3. Respond to specific inquiries from the **User**; and
    4. Provide the **User** with the name and telephone number of a **State** technical and an administrative point of contact.
  - b. The **User** will:
    1. Use the NCIC LPR extracts for law enforcement purposes only;
    2. Update its local database as FBI updates become available through the **State** ensuring that those numbers deleted from the NCIC system are also deleted from all local databases;
    3. Confirm extract hits are still active in NCIC, in accordance with current NCIC hit confirmation policy; and
    4. Provide the **State** with the name and telephone number of a **User** technical and an administrative point of contact.
- 4) There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures will be subject to budgetary processes and availability of funds pursuant to applicable laws and regulations.
- 5) It is the intent of the parties that the transfer of information described under this Agreement will be conducted in accordance with security procedures contained in the CJIS Security Policy. No classified information will be provided or generated under this Agreement.
  - a. Parties agree information transferred, stored, maintained, furnished, destroyed or in any other manner utilized under this agreement, is subject to applicable current CJIS Security Policies, and any future amendments made to the CJIS Security Policy.

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# INTERLOCAL AGREEMENT

## TO IMPLEMENT THE LAKE TAHOE TOTAL MAXIMUM DAILY LOAD

**WHEREAS**, as one of the rare large alpine deepwater lakes in the world with unique transparency, color and clarity, Lake Tahoe is designated a Water of Extraordinary Aesthetic or Ecologic Value; and

**WHEREAS**, degradation of Lake Tahoe's water quality threatens its ecological functions and its value as an outdoor recreation resource, international tourism attraction, and economic asset; and

**WHEREAS**, stormwater runoff from urban land uses is attributed to be the largest source of pollutant loads that impairs Lake Tahoe water quality and the management and control of storm water runoff provides the principal opportunity to control these pollutants; and

**WHEREAS**, to restore Lake Tahoe's water quality and clarity to acceptable levels, the United States Environmental Protection Agency (USEPA) approved the Lake Tahoe Total Maximum Daily Load (TMDL). Pursuant to NRS 445A.580, the Lake Tahoe TMDL is a component of the planning process established for impaired water bodies in Nevada, which the Parties believe may be more effectively achieved through the cooperative implementation of water quality improvement actions as opposed to a regulatory permit; and

**WHEREAS**, the Parties are public agencies as defined in NRS 277.100(1)(a); and

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

**WHEREAS**, the Parties have agreed to work together in good faith using a collaborative agreement approach to design implementation plans and invest in water quality improvement actions to implement the TMDL on a feasible schedule.

**NOW, THEREFORE**, the Parties hereby execute and abide by the terms and conditions contained within this Interlocal Agreement (Agreement).

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## I. PARTIES AND ROLES

1. The *Parties* to this Agreement are Washoe County (County) and the Nevada Division of Environmental Protection (NDEP). Herein, these entities in sum shall be collectively referred to as the *Parties*. Any singular entity may be referred to as *Party*. The term *Urban Jurisdictions* refers collectively to the three implementing entities with which NDEP has established individual agreements: Washoe County, Douglas County and the Nevada Department of Transportation (NDOT).
2. The County will serve as the lead entity for all undertakings related to the planning, execution and coordination of implementation, tracking and reporting of urban load reduction actions within its jurisdiction. The County will communicate, coordinate and cooperate with public and private entities, including other Urban Jurisdictions, in cases where joint management actions are desirable or beneficial. It may be necessary to establish formal agreements with applicable participatory public and private entities to achieve the intended purposes of this Agreement. At the County's request, NDEP will actively participate in the coordination and establishment of such agreements.
3. In lieu of issuing a regulatory permit to achieve the goals established for the Lake Tahoe TMDL, NDEP will oversee implementation of the TMDL within the State of Nevada via this Agreement while it remains in effect. NDEP will develop and adaptively manage in a transparent and inclusive manner, programs, policies and protocols to track, report, evaluate and ensure incremental progress towards achieving the goals established by the TMDL.

## II. BACKGROUND

1. The Federal Clean Water Act requires states to adopt standards to protect beneficial uses designated for waterbodies and to monitor and assess these waters for impairment. Assessment of Lake Tahoe monitoring data prompted its listing on Nevada's List of Impaired Waterbodies for non-attainment of the clarity standard and impairment of the Water of Extraordinary Aesthetic or Ecologic Value beneficial use designation.
2. Non-attainment of water quality standards requires the development of restoration plans called Total Maximum Daily Loads under the federal Clean Water Act. The Nevada Division of Environmental Protection (NDEP) collaborated with the California Lahontan Regional Water Board (Lahontan) for more than a decade to develop the Lake Tahoe TMDL to address Lake Tahoe's degraded clarity. The USEPA approved NDEP's TMDL on August 16, 2011.
3. The overarching goal of the TMDL is to return Lake Tahoe to its historic annual average deepwater clarity of 97.4 feet (Numeric Target). An interim "Clarity Challenge" target of 80 feet annual average clarity was also established. Achieving this interim target will indicate reversal of the historic declining clarity trend.

4. The TMDL identifies fine sediment particles (FSP), total phosphorus (TP) and total nitrogen (TN) as the pollutants of concern for deepwater clarity. Each controls the distance that light is able to penetrate into the water column. However, the light scattering effect of FSP less than sixteen micrometers in diameter (<16 μm) was determined to exhibit a greater influence on clarity.
5. The TMDL analysis indicates that achieving the TMDL goal is possible with substantial pollutant load reductions from the urban stormwater source category. This stems from the findings that stormwater runoff from urban land uses is the largest loading source of FSP and phosphorus to the Lake and also the greatest opportunity to reduce loadings of these pollutants. Broader application of conventional urban stormwater treatment will be beneficial; however the TMDL concludes that implementation of innovative and advanced controls are necessary in order to meet the Clarity Challenge. Examples include: alternatives to roadway abrasives applications, advanced roadway sweeping practices and equipment, and enhanced stormwater treatment using biological or chemical processes.
6. The TMDL establishes five-year pollutant load reduction milestones that are anticipated to achieve the Clarity Challenge within 20 years and the Numeric Target within 65 years. The milestone schedule for the urban stormwater source category indicated in Table 1 is referenced against the date of TMDL approval, August 16, 2011 and furthermore assumes that global climate change, catastrophic events and/or funding constraints will not adversely affect progress. The Clarity Challenge is represented by the 15 year load reduction milestone, followed by a 5 year monitoring and assessment period.

**Table 1. Pollutant Load Reduction Milestone Schedule for the Urban Stormwater Source (see #4 above for pollutant acronym definition).**

Pollutant	Five-Year Milestone Load Reduction (Percentage from Jurisdictional Baseline Values)												
	5 yr	10 yr	15 yr	20 yr	25 yr	30 yr	35 yr	40 yr	45 yr	50 yr	55 yr	60 yr	65 yr
FSP	10%	21%	34%	38%	41%	45%	48%	52%	55%	59%	62%	66%	71%
TP	7%	14%	21%	23%	26%	28%	31%	33%	36%	38%	41%	44%	46%
TN	8%	14%	19%	22%	25%	28%	31%	34%	37%	40%	43%	46%	50%

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7. The Lake Clarity Crediting Program (LCCP) was developed jointly by NDEP and Lahontan to define standardized protocols for the comprehensive and consistent quantification, tracking and reporting of load reduction actions taken by local governments and state transportation agencies. The program incentivizes the entities to implement priority controls to improve water quality and improves accountability for the expenditures of public funds on such actions.

### III. PURPOSE

The purpose of entering into this Agreement is to acknowledge and establish a commitment by each signatory Party to apply their collective efforts to restore and protect Lake Tahoe's clarity. In identifying the actions and responsibilities of each Party, this Agreement provides the framework for the successful implementation of the Lake Tahoe TMDL, and the attainment of the goals set forth therein, on a schedule which is feasible. Inherent in the use of an agreement approach is the acknowledgement that implementation success is, in part, dependent upon the establishment of a process which cultivates a collaborative and cooperative venture between the implementing and regulating entities.

This Agreement outlines goals, commitments and actions which the Parties agree to pursue in good faith. The Parties understand and agree that, based on all relevant facts and circumstances, if the cooperative agreement approach on which this Agreement is based is unsuccessful in achieving the intended outcomes, NDEP may at any time re-evaluate whether a more regulatory approach to achieving TMDL implementation is warranted.

### IV. COMMITMENTS & ACTIONS

#### 1. Stormwater Load Reduction Plan

A. The County will prepare a Stormwater Load Reduction Plan (SLRP) that specifies the actions it anticipates to implement in order to meet the 2016 five-year FSP milestone and, if jointly determined feasible by the Parties, the ten and fifteen year milestones to meet the Clarity Challenge (Table 1). The SLRP will consist of a technical report providing the following information/analyses:

i. Baseline Pollutant Load Analysis

The County will provide an estimate of the pollutant loading from urban land uses that existed within its boundaries as of September 30, 2004 (or May 1, 2004 if the County can demonstrate that no substantial runoff occurred between these dates). The baseline analysis will be developed in accordance with specifications outlined in the Lake Tahoe TMDL and Lake Clarity Crediting Program (Section IV.2) Handbook.

ii. Existing Pollutant Load Analysis

The County will provide a list and map of catchment areas in which it has implemented pollutant controls between the Jurisdictional Baseline Pollutant Load Analysis and December 31, 2012 and which it intends to register pursuant to the Lake Clarity Crediting Program (Section IV.2). A description and timeline of the pollutant controls implemented along with the estimated pollutant load reduction potential will be provided for each catchment area.

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iii. Future Load Reduction Analysis

The County will provide a prioritized list and map of catchment areas in which it plans to implement pollutant controls between January 1, 2013 and September 30, 2016 in order to meet the annual credit targets contained in Table 2 (Section IV.2.B). A description and proposed timeline of the pollutant controls to be implemented along with the estimated pollutant load reduction potential associated with the implementation of the controls will be provided for each catchment area.

If jointly determined feasible by the Parties, the County will provide a preliminary implementation approach for meeting the Clarity Challenge. The approach will specify management strategies that are anticipated to achieve the ten and fifteen year milestones contained in Table 1. A description and proposed timeframe along with the estimated pollutant load reduction potential associated with implementation of the management strategies will be provided.

iv. Budget

The County will provide an estimate of the total and annualized expenditures necessary to carry out the SLRP and administer, operate and maintain the jurisdiction's stormwater management program.

v. Finance Plan

The County will identify, to the extent reasonably possible, any anticipated or feasible funding sources and/or mechanisms to implement the County's SLRP.

vi. Barriers/Constraints

The County will identify any actual and/or potential constraints to implementing pollutant controls identified in the SLRP as well as potential mechanisms to overcome the identified issues.

- B. The County shall submit its SLRP to NDEP for approval by August 16, 2014. NDEP will approve or deny approval within 30 days of receipt of the SLRP. If denied, NDEP will provide a list of items to be resolved in order for the SLRP to be approved. The County will have 45 days to address comments and re-submit the SLRP for approval.
- C. For any reason after initial SLRP approval and prior to submittal of the first Annual Stormwater Report (Section IV.4), the County may submit a written request to NDEP to amend its SLRP. The request must include a justification of the need and purpose for the modification and a discussion of whether the amendment will affect associated pollutant loading estimates, implementation schedule, budget or finance plan.
- D. The County will implement, to the extent feasible and financial resources are available, the controls and activities identified in its SLRP according to the indicated schedule. The County will oversee and administer all activities including planning and design, construction, operations and maintenance and

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coordination of financing for all pollutant controls to be implemented within its jurisdiction. The County shall administer inspections, operations and maintenance activities to ensure that its implemented pollutant controls function as designed to enhance and protect downstream water quality.

E. The Parties acknowledge that implementation progress is contingent upon available funding. The County, as an implementing entity, is expected to pursue both self-funded and external funding sources to implement its SLRP. NDEP will support the County towards this end, and will furthermore work with the County to seek and implement feasible solutions if funding is identified as a constraint to achieving load reduction goals.

2. Lake Clarity Crediting Program

A. The County will participate in the Lake Clarity Crediting Program (LCCP or Program). The LCCP standardizes the tools and protocols to consistently quantify, track and report load reduction progress, and facilitates demonstration of accountability for public expenditures on load reduction actions. NDEP will administer the LCCP in accordance with the Program Handbook. Credits will be awarded to the County for the ongoing implementation and registration of controls, including operations and maintenance practices, which effectively result in reductions of pollutant loads to Lake Tahoe.

B. County implementation progress will be measured, tracked and assessed in accordance with the protocols contained in the Program Handbook. Annual credit targets offer a means by which to assess and demonstrate incremental progress toward achieving the 2016 five-year milestone. Table 2 displays the cumulative annual credit targets established for the County. Annual credit targets were developed according to Equation 1. The *Annual Load Reduction Percentage* factor varies by year and is calculated cumulatively as 2% per year. Table 2 combines 2012 and 2013 since this Agreement will have been executed in 2013.

**Table 2. Annual credit targets established for Washoe County with cumulative load reduction percentage values shown in parenthesis.**

Jurisdiction	Baseline Load (E+16 Fine Sediment Particles)	Cumulative Credit Targets (refer to Eq 1)			
		2012 (2%) 2013 (4%)	2014 (6%)	2015 (8%)	2016 (10%)
Washoe County	1041	42	62	83	104
Cumulative Annual Credit Target = $\frac{(\text{Annual Load Reduction Percentage}) \times (\text{Urban Jurisdiction Baseline FSP Load})}{1.0\text{E}+16 \text{ Fine Sediment Particles} < 16 \mu\text{m}}$ (Eq 1)					

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- C. In accordance with the Program Handbook, the County is eligible to receive the full credit potential for their registered controls when actual conditions, as determined by condition assessment inspections (Section IV.3.A) are equal or better than the expected, or modeled, conditions. Only partial credit will be awarded when the actual conditions are consistently lower than the expected conditions.
- D. NDEP will manage the LCCP jointly with Lahontan through a transparent and inclusive program improvement process as described in the Program Handbook. The County may submit recommendations for programmatic adjustments/improvements, which will be considered and carried out as needed and/or if resources allow.

### 3. Monitoring & Inspection

#### A. Condition Assessment Monitoring

- i. The Parties acknowledge that condition assessments are imperative as the LCCP involves comparing actual field conditions, as determined by field inspection, against the expected, or modeled, conditions to determine the appropriate credit award.
- ii. The County will implement an inspection program to assess condition of roadways and functionality of stormwater treatment best management practices (SWT BMPs).
- iii. The County may retain a qualified third party to conduct the condition assessment observations on its behalf.
- iv. NDEP will administer a validation inspection program in accordance with the Program Handbook.
- v. The Best Management Practices Maintenance Rapid Assessment Methodology (BMP RAM) and the Road Rapid Assessment Methodology (Road RAM) are the approved methods to assess, score and document the actual condition of SWT BMPs and roadways, respectively. An alternative assessment methodology may be used with approval from NDEP. In order to receive approval, the County must submit a written request including a detailed proposal and description of the alternative methodology. NDEP may approve the proposal if criteria contained in the LCCP Handbook and other considerations are satisfied.
- vi. The County is encouraged to develop and employ methods to assess the condition or performance of other key or essential hydrologic or pollutant source controls for which assessment methods have not been established [for example: slope stabilization techniques or other structural BMPs not addressed by the BMP RAM].

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## B. Stormwater Monitoring

- i. The Parties acknowledge that stormwater monitoring at the catchment and BMP scales is important for the following reasons:
  - a. Verification that the County's pollutant load reduction actions are effective and are resulting in measurable pollutant load reductions at the catchment scale;
  - b. Confirmation and validation that appropriate credit values are awarded for the implementation of pollutant controls;
  - c. Evaluation of cost-effectiveness of pollutant controls;
  - d. Optimization of BMP installation and maintenance practices to maximize water quality benefit;
  - e. Calibration, validation or improvement of water quality models.
- ii. Subject to budgetary authority, available funding and staffing resources, the County will implement a stormwater monitoring program to meet the stated needs above. Nevada and California Urban Jurisdictions have collaboratively initiated development and implementation of an Implementers Monitoring Program (IMP). The United States Forest Service (USFS) has earmarked \$750,000 of Southern Nevada Public Lands Management Act (SNPLMA) funds to implement the approved monitoring plan. Lahontan and NDEP maintain approval authority over the monitoring plan. Match totaling \$850,000 will be provided by the Nevada and California Urban Jurisdictions. IMP monitoring activities will commence in Water Year (WY) 2014 (October 1, 2013 - September 30, 2014) and will encompass three years of water quality monitoring activities associated with Water Years 2014-2016. Implementation of the approved IMP shall fulfill, without any or additional financial contributions, the County's Stormwater Monitoring commitments for the term of this Agreement.
- iii. The IMP will be administered by the Tahoe Resource Conservation District (TRCD). On behalf of the County, TRCD will develop and submit an annual electronic report to NDEP for approval that presents, summarizes and interprets the results of the data collected during the previous water year (October 1 - September 30). The first report is due on March 15, 2015. NDEP will approve or deny approval within 30 days of receipt of the monitoring report. If denied, NDEP will provide a list of items to be resolved in order for the monitoring report to be approved. On behalf of the County, TRCD will have 45 days to address comments and re-submit the monitoring report.
- iv. The Parties acknowledge that implementation of the IMP is contingent upon available funding and budget allocations as determined by the governing boards of the respective Urban Jurisdictions. Should funding or budget allocations be insufficient or become unavailable to dedicate

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toward implementation of the approved IMP, the monitoring plan will be re-evaluated and, if necessary, be revised such that the scope of the monitoring effort shall be reduced to the level of the available funding. The scope of the stormwater monitoring effort will furthermore be re-evaluated and revised as necessary for the next or any subsequent terms of this Agreement taking into consideration the budgetary authority, available funding and staffing resources of the County.

#### 4. Annual Stormwater Report

- A. By March 15, 2015 and then each year after, the County will submit to NDEP for approval an annual report summarizing the load reduction activities undertaken during the previous water year (October 1-September 30). The initial report will summarize and analyze activities undertaken in WY 2014 (10/1/13 – 9/30/14).
- B. The report will include the following components:
  - i. List of catchments registered with credit awards;
  - ii. Assessment of progress toward credit targets and the five year milestone;
  - iii. If progress is insufficient to meet credit targets or five year milestone:
    - a. Provide explanation of causes or conditions for the shortfall;
    - b. Assess whether target/milestone attainment is possible and describe the proposed actions to do so;
  - iv. Actions planned for the next water year;
  - v. Necessary adjustments to the County's SLRP.
- C. NDEP will approve or deny approval within 30 days of receipt of the County's Annual Stormwater Report. If denied, NDEP will provide a list of items to be resolved in order for the report to be approved. The County will have 45 days to address comments and re-submit the report for approval.

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### **V. Term & Update**

The term of this Agreement shall terminate on August 16, 2016, which is five years from the date of TMDL approval. As the implementation timeframe to achieve the TMDL numeric target is 65 years, this Agreement may be reviewed and, if necessary, revised and approved by the Parties before or upon the termination date above. If the Parties fail to approve and execute a renewal of this Agreement, with or without any amendments prior to the termination date, then the Parties agree to use best efforts to comply with the terms and conditions of this Agreement until a subsequent agreement is approved and executed by the Parties. If the Parties fail to approve and execute a

subsequent agreement within 6 months of the termination date, NDEP may pursue the issuance of a storm water permit.

## **VI. Modification**

At any point during this term, the Agreement may be modified with the consent in writing of all signatory Parties. Modifications to the Agreement will not result in a change to or extension of the initial term (Section V) of this Agreement.

## **VII. Evaluation & Contingency**

1. NDEP will evaluate the performance of the County and make a determination of whether the commitments set forth in this Agreement are in good faith being met, or whether there exist other causes preventing their performance. Factors that will be considered in the evaluation of performance and/or the need to act on a contingency include but are not limited to: attainment of annual and five-year credit targets; the degree to which a target is not met; the County's good faith attempt to perform any commitments; economic, budget allocations, feasibility or availability of funding sources or other impediments; and past performance.
2. If NDEP determines the County has failed to perform its commitments under this Agreement and such failed performance has not been caused by the regulatory action of NDEP itself or by the actions or inactions of another party, NDEP will consider and evaluate the need to implement a more regulatory approach, including but not limited to issuance of a permit, but in no event will such failed performance result in liability, loss or penalty other than NDEP's regulation through issuance of a stormwater permit.
3. If a lack of available funding or insufficient budget allocations are identified as a primary factor limiting the County's performance or causing the failure of performance and the attainment of credit targets or any other commitment under this Agreement, NDEP may consider extending the implementation timeframe through modification to the load reduction milestone schedule.
4. In consultation with the County, NDEP will annually evaluate the effectiveness of this Agreement. If the Agreement is determined to be ineffective at achieving its intended purpose, NDEP will investigate the reasons for its ineffectiveness and will develop recommendations for subsequent revisions to this Agreement.

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## **VIII. Termination**

If any Party fails without adequate cause, excuse or justification to abide by any material term of this Agreement, the non-violating Party may give the violating Party a 30 day written notice to cure such failure. If such failure has not been cured during

such opportunity to cure period, such failure shall then constitute a breach of this Agreement. If the County is the breaching party, NDEP may then give notice of termination of this Agreement and pursue TMDL regulation and implementation through issuance of a stormwater permit and any other related regulatory powers available.

## **IX. Funding Out**

Notwithstanding any other provision herein, as required by NRS 244.320 and NRS 354.626, the Parties acknowledge that the participation of the County in this Agreement is contingent upon the appropriation of public funds to support the commitments and 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 and this Agreement shall terminate without penalty, expense or sanction to the County asserting the failure to appropriate public funds necessary to perform under this Agreement. If the Agreement terminates because of an Urban Jurisdiction's failure to appropriate funds or its failure to obtain available funding resources necessary to perform the obligations under this Agreement, NDEP may then pursue the issuance of a stormwater permit.

## **X. Dispute Resolution**

1. The Parties agree to work together in good faith to address and resolve any issues or dispute.
2. The LCCP Handbook contains the communication protocols to resolve disputes that may arise between NDEP and the County during the processes to: (1) develop Catchment Credit Schedules (CCSs), and (2) award credits based on Annual Reports. A form is included by which questions and issues are identified and the manner by which they were addressed and resolved documented.
3. If an issue arises that is not related to the processes described in the LCCP Handbook, it will be handled by progressive elevation within the respective Parties' management.
4. The NDEP Administrator is the final decision making authority for any dispute that is elevated to that level.

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## **XI. Severability**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental

purpose of the Agreement, and to that end the provisions of this Agreement are declared to be severable.

## **XII. Reservation of Rights**

1. Nothing in this Agreement is intended to restrict the authority of any Party to act as provided by law, statute or regulation.
2. This Agreement is not intended to, and does not create any right, benefit or trust responsibility by any party against the Parties to this Agreement, their respective agencies, officers, or any person.
3. This Agreement is an internal agreement between the Parties and does not confer any right or benefit on any third person or party, private or public.

## **XIII. Limitations**

Nothing in this Agreement shall be construed to require actions by the Parties which are inconsistent with local, State, or Federal laws and regulations or any court order.

## **XIV. Execution In Counterparts**

The Parties may execute this Agreement in counterparts, each of which is deemed an original and all of which constitute only one agreement.

## **XV. All Writings Contained Herein**

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of the Agreement shall be deemed to exist or to bind the Parties hereto.

## **XVI. Signatories**

Each undersigned representative to this Agreement certifies that he or she is fully authorized by the Party whom he or she represents to enter into the terms and conditions of this Agreement and to execute and legally bind such Party to this document.

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**WASHOE COUNTY REPRESENTATIVE**

X David Humke, Chair Washoe County Commission  
Name (Printed)

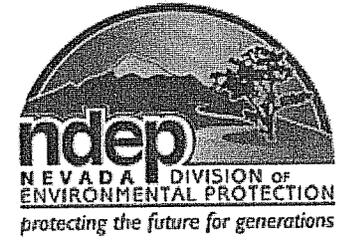


X \_\_\_\_\_  
Signature

X \_\_\_\_\_  
Date

**NEVADA DIVISION OF ENVIRONMENTAL PROTECTION REPRESENTATIVE**

X Colleen Cripps, PhD, Administrator  
Name (Printed)



X \_\_\_\_\_  
Signature

X \_\_\_\_\_  
Date

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**INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES**

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

**Department of Public Safety, Office of the Director  
555 Wright Way  
Carson City, NV 89711  
775-684-4698**

And

**Washoe County Sheriff's Office – Forensic Science Division  
911 Parr Blvd.  
Reno, NV 89512  
775-328-2810**

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

WHEREAS, it is deemed that the services of the **WASHOE COUNTY SHERIFF'S OFFICE – FORENSIC SCIENCE DIVISION** hereinafter set forth are both necessary to the **DEPARTMENT OF PUBLIC SAFETY – OFFICE OF THE DIRECTOR** and in the best interests of the State of Nevada;

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

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. **DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. **CONTRACT TERM.** This Contract shall be effective **July 1, 2013 to June 30, 2015**, unless sooner terminated by either party as set forth in this Contract.
4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until **thirty (30)** days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. **NOTICE.** All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.

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

ATTACHMENT AA: SCOPE OF WORK

7. CONSIDERATION. WASHOE COUNTY SHERIFF'S OFFICE – FORENSIC SCIENCE DIVISION agrees to provide the services set forth in paragraph (6) at a cost not to exceed two hundred fifty-eight thousand forty dollars and no cents (\$258,040.00) for state fiscal year 2014 and two hundred seventy thousand nine hundred forty-two dollars and no cents (\$270,942.00) for state fiscal year 2015 for a total maximum amount of five hundred twenty-eight thousand nine hundred eighty-two dollars and no cents (\$528,982.00) with the total Contract or installments payable: upon receipt of monthly invoice. Any intervening end to an annual or biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

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

9. INSPECTION & AUDIT.

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

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

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

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

11. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

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

13. INDEMNIFICATION. Neither party waives any right or defense to indemnification that may exist in law or equity.

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

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

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

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

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

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

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

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

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

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

*This space left blank intentionally.*

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

**Washoe County Sheriff's Office**

AK Kymek for Sheriff Helwig  
Washoe County Sheriff's Office

6/5/13  
Date

**Washoe County**

By: [Signature]  
Chairman, Washoe County Board of County Commissioners

Date

ATTEST:  
[Signature]  
Washoe County Clerk

**Nevada Department of Public Safety**

\_\_\_\_\_  
Director, Department of Public Safety

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mark Teska, Administrative Services Officer, Department of Public Safety

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature - Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS

\_\_\_\_\_  
Approved as to form by:

On \_\_\_\_\_  
(Date)

\_\_\_\_\_  
Deputy Attorney General for Attorney General, State of Nevada

On \_\_\_\_\_  
(Date)

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**ATTACHMENT AA:  
SCOPE OF WORK**

The parties agree that the services to be performed are as follows: The Washoe County Sheriff's Office Forensic Science Division will provide the services set forth herein to implement the breath alcohol testing regulations prescribed by the Committee on Testing for Intoxication in the Counties of Washoe, Humboldt, Elko, Pershing, Lander, Eureka, Churchill, White Pine, Storey, Lyon, Carson City, Douglas, and Mineral. Services are to be provided within full compliance of the provisions set forth in NRS 484C 600-640 and NAC 484.590-715.

- a. Provide qualified Forensic Analysts of Alcohol personnel who are certified by the Nevada Department of Public Safety to administer the breath alcohol testing regulations prescribed by the Committee on Testing for Intoxication.
- b. Provide cross-training to qualified individuals to become certified as Forensic Analysts of Alcohol as needed to maintain required availability.
- c. Provide approved training courses to all law enforcement personnel seeking to become certified as preliminary breath test instructors and certified and recertified as evidential breath test operators as required throughout the law enforcement community to meet ongoing need.
- d. Certified Forensic Analysts of Alcohol will maintain required calibration of evidential breath testing devices used by law enforcement personnel according to the regulations prescribed by the Committee on Testing for Intoxication. Calibrations will be performed at least once every 90 days as prescribed by law.
- e. Provide certified aqueous alcohol solutions as required to meet the need and availability to all law enforcement users of evidential and preliminary breath testing devices for checking the accuracy of those devices.
- f. Provide repair and maintenance services for evidential breath testing devices as necessary to maintain accurate and reliable devices for use by law enforcement agencies.
- g. Maintain ongoing records on the accuracy, reliability, repair, and calibration of each individual evidential breath testing device for which the laboratory is responsible. These records are to be available for inspection by the Department of Public Safety upon request.
- h. Provide expert testimony in judicial and administrative proceedings regarding the operation, calibration, accuracy, and use of evidential breath testing devices.
- i. Upon receipt of a request from the Director of the Department of Public Safety or his designee, provide scientific evaluation regarding the accuracy and reliability of breath testing devices (evidential, preliminary, and interlock) not presently approved for use in the State of Nevada, and issue to the Director, a comprehensive report and evaluation of such instruments.
- j. On or about April 15, July 15, October 15 and January 15 of each year provide the Director of the Department of Public Safety a quarterly statistical report on the number of evidential and preliminary breath testing devices calibrated, maintained and repaired to include: Date of calibration, serial number, the agency services were provided to and location of the device.

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- k. On or about April 15, July 15, October 15 and January 15 of each year provide the Director of the Department of Public Safety a quarterly statistical report to include: Number of Officers trained for certification as evidential breath test operators and preliminary breath test instructors and identify from which law enforcement agencies the officers were trained, number of court cases, and miles traveled in the course of duties.
- l. Invoice the Department of Public Safety on a monthly basis for one-twelfth of the agreed upon contract amount.
- m. All reports and communications are to be directed to:

Contracts Manager  
Department of Public Safety  
555 Wright Way  
Carson City, NV 89711  
775-684-4698

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