

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

TUESDAY

10:00 A.M.

JANUARY 28, 2014

PRESENT:

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

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

The Washoe County Board of Commissioners convened at 10:01 a.m. in regular session in the Commission Chambers of the Washoe County Administration Complex, 1001 East Ninth Street, Reno, Nevada. Following the Pledge of Allegiance to the flag of our Country, the Clerk called the roll and the Board conducted the following business:

14-55 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.”

Jeanne Herman said she was sorry about being so hard on the Board regarding the water rights purchase, but she felt it was a citizen’s duty to dissuade them from making a decision they might later regret. She discussed property rights within the County and her issues with the Common Core academic standards.

10:05 a.m.* Commissioner Weber arrived.

Ms. Herman said the voters in Warm Springs were peeved because they were banned from voting at the shooting range, which had been their polling place. She stated that meant they would have to drive 25 to 30 miles one way to vote at the County Complex on 9th Street, and she asked if the County would provide transportation for anyone who wanted to vote. She felt it would be cheaper to allow them to vote out where they lived.

Cathy Brandhorst spoke about her having to move from the Riverboat Hotel and other things of concern to herself.

Katherine Snedigar said Palomino Valley was not a subdivision, but the County continually tried to apply suburban and urban regulations to the area. She stated they imposed the revegetation of an aggregate pit located in an agricultural area on the General Improvement District. She said the only public services the area got were voting and the Citizen Advisory Board (CAB), which had been eliminated and restricted, and she wanted to know why. She said the Palomino Valley received no public services from the County, and she was tired of paying taxes on things she did not receive. She was also tired of being denied or restricted on the things they did have, and this was formal notice she wanted it changed.

Sam Dehne spoke about attending the meetings of local governments and about the *Reno Gazette-Journal (RGJ)*.

14-56 AGENDA ITEM 4 – ANNOUNCEMENTS

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

John Slaughter, County Manager, announced the February 10, 2014 concurrent meeting with the Board of County Commissioners, the Cities of Reno and Sparks, the Washoe County School District (WCSD), and the District Health Board would be held at 8:30 a.m. at Reno City Hall.

Commissioner Berkbigler said the Village at the Peak Master Plan Amendment was rejected by the Regional Planning Commission and, if there was to be an appeal, it had to come from the County; and she requested it be put on the next agenda for discussion. She said she would like to have a discussion on how the County would handle legislative issues during the 2015 Legislative Session since Chairman Humke would no longer be on the Board and our Legislative guru was now the County Manager. She felt that discussion should occur while the Chairman and the Vice Chairperson were still on the Commission, and she requested it be put on an agenda sometime soon.

Commissioner Weber said there were issues with people camping out in the park in Gerlach during Burning Man. She asked if there was an ordinance that would apply to that situation, and that it be brought to the Board as an agenda item. She stated she attended the Reconstruction of the V&T Railway Commission meeting, which she served on for eight years, and she asked if anyone else wanted to attend the meetings to see what it was like. She said five counties were involved in the Commission, and each County was being asked to financially support it. She noted Washoe County had provided support in the past, and she asked if there was any money in the upcoming budget that could be used to support the Commission. She also asked it be put on an agenda in the near future.

Commissioner Hartung asked when the issue with Regional Animal Services would be heard. Mr. Slaughter advised an internal team was looking at that issue, and he would have a better answer after tomorrow's meeting; but he anticipated it would take at least 1.5 months to come up with a recommendation. Commissioner Hartung requested periodic updates. Mr. Slaughter replied it would be put on the agenda for regular updates. Commissioner Hartung stated he would have staff distribute the last Nevada Lands Task Force agenda and packet. He said the Task Force was narrowing down some dollar figures and those numbers and comparisons were interesting. He believed there needed to be a public conversation about them. He noted the Task Force could only advise the State and the final decisions would be made at the State level.

Commissioner Jung requested the Cities of Reno and Sparks be involved when looking at Animal Services, because they were also a tax-override contributor. She said when the Nevada Lands Task Force item was brought back, she requested the item include a little history about Nevada's statehood and what happened regarding Nevada's lands.

Chairman Humke noted the Elko County Commission declared the common Raven a nuisance by resolution and indicated they wished it to be treated as a predator due to the Raven's attacks on the Sage Grouse. He stated he had not analyzed the resolution yet to be able to determine whether a similar resolution should be asked for in Washoe County. He said the Elko County Commission sent the resolution to the Governor and to the Nevada Department of Wildlife (NDOW). He asked the County Manager to have the appropriate staff monitor the situation and to look into if there was a Raven problem in Washoe County.

Chairman Humke stated Thomas Hall pointed out that on December 16, 2013, the grand opening of a new terminal and emergency-operations center at the Stead Airport was celebrated. He said the center was called the Freedom Flight Center and honored Stead's rich military history. He said Mr. Hall was the President of the Reno-Stead Airport Association Inc., and Mr. Hall noted in the Association's newsletter the passing of Winthrop Dale and Thornton Audrain, who were some of the area's leading aviation citizens.

Commissioner Hartung noted the passing of local philanthropist, T.J. Day.

Commissioner Weber requested a presentation by the Reno-Tahoe Airport Authority, because a lot had been going on, especially at the Reno-Stead Airport. She noted the grand opening was well attended and the facility had a meeting room, which could be used by members of the community.

Commissioner Weber said she would work with the people of Warm Springs and the Registrar of Voters to find out if other voting locations could work, since the Registrar of Voters determined there were safety issues with the Regional Shooting Facility.

14-57 **AGENDA ITEM 5 – HUMAN RESOURCES**

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

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

Essentials of High Performing Teams

Marilyn Urbani, Finance Comptroller’s Office

Essentials of Personal Effectiveness

Marilyn Urbani, Finance Comptroller’s Office

14-58 **AGENDA ITEM 6**

Agenda Subject: “Acknowledge Washoe County Department of Social Services receiving Agency of the Year Award from the Human Services Network.”

Erik Schoen, Human Services Network Director, said the Network was a dynamic collaborative of health and human services providers from throughout the region, and several County departments had been members since its inception. He said every year the work of the agencies, organizations, and people were recognized. He stated 170 awards had been presented over the years and this year was the presentation of the 25th annual Human Services awards. He said he could not think of a better agency than Washoe County Social Services, under the direction of Kevin Schiller, to represent the great work the Network did. He read the nomination letter from Catholic Charities of Northern Nevada, which referenced the Kids to Seniors Corner. He advised it was a collaboration between Catholic Charities, the St. Vincent’s programs, Social Services, the Health District, Senior Services, the Reno Police Department, and the Sheriff’s Office. He said during the 10 years of the program, over 70,000 children, families, and seniors were provided with food, immunizations, medical referrals, and other assistance.

Mr. Schoen stated the second partnership referred to in the nomination letter was the Crossroads program, which was a cooperative effort between Social Services and Catholic Charities. He said it was established in 2011 and worked to reduce recidivism by providing shelter to people who graduated from the homeless shelters’ substance abuse treatment programs. He stated Social Services provided the social workers, the case managers, and the program’s support. He said it was estimated the program saved the community \$4 million per year, while ensuring the people continued to live a life with dignity, quality, and hope for the future.

Mr. Schoen read and presented the award for the 2013 Agency of the Year to the Washoe County Social Services Department. Mr. Schiller said the beauty of this

award was it was not about him, but was about recognizing the work the staff did every day. He stated Social Services would not be the agency of the year if it was not for every County department, the Board, and everyone else who contributed. He thanked the County for taking risks with the Department and for trusting them. He also recognized Ken Retterath, Social Services Interim Director, who led a lot of those causes. Mr. Retterath also expressed his thanks to the staff of Social Services. He said when any department in the County received an award, it was because of teamwork, which started with the Commissioners, went through the Manager's Office, and down to the staff.

The Social Services staff members present stated their name and title.

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 6 be acknowledged.

CONSENT AGENDA – AGENDA ITEMS 7A THROUGH 7G(2)

In response to the call for public comment, Cathy Brandhorst discussed people stealing water from the Truckee River.

14-59 AGENDA ITEM 7A

Agenda Subject: “Approve minutes for the Board of County Commissioners’ December 17, 2013 meeting.”

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 7A be approved.

14-60 AGENDA ITEM 7B – ASSESSOR

Agenda Subject: “Approve roll change requests, pursuant to NRS 361.768 and NRS 361.765, for errors discovered for the 2013/2014, 2012/2013, 2011/2012, 2010/2011 secured tax roll and authorize Chairman to execute the changes described in Exhibit A and direct the Washoe County Treasurer to correct the error(s) [cumulative amount of decrease \$2,205.63]--Assessor. (Parcels in various Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 7B be approved, authorized, and directed.

14-61 AGENDA ITEM 7C – FINANCE

Agenda Subject: “Acknowledge receipt of the Interim Financial Report for Washoe County Governmental Funds for the six months ended December 31, 2013 - Unaudited--Finance. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 7C be acknowledged.

14-62 AGENDA ITEM 7D(1) – COMMUNITY SERVICES

Agenda Subject: “Approve Second Amendment to Cooperative Agreement for Contractual Professional and Administrative Staff Services between the Western Regional Water Commission and Washoe County to reimburse the Community Services Department for staff services for the Western Regional Water Commission and the Northern Nevada Water Planning Commission. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 7D(1) be approved. The Second Amendment to Cooperative Agreement for same is attached hereto and made a part of the minutes thereof.

14-63 AGENDA ITEM 7D(2) – COMMUNITY SERVICES

Agenda Subject: “Approve Water Rights Banking Agreement between Washoe County and RT Merchant, LLC, conveying 101.33 acre-feet of Truckee River water rights appropriated under Permit No. 63449; and approve a Water Rights Banking Agreement between Washoe County and Toll South Reno, LLC, conveying 190.3 acre-feet of Truckee River water rights appropriated under Permit No. 63449, 73936, and 83108 to be banked with Washoe County in support of future development in the Truckee Meadows area. (Commission District 2.)”

Commissioner Weber noted there was not a lot of explanation regarding how this item worked. Vahid Behmaram, Water Rights Manager, said the banking agreements were with Toll South Reno, LLC, who was actively recording subdivision maps in the Damonte Ranch area. He stated the water rights were main-stem Truckee River water rights, which were being exercised under the existing wholesale agreement between Washoe County and the Truckee River Water Authority (TMWA). He said Toll South was a homebuilder, and all of the 190.3 acre-feet would go towards the subdivision maps. Commissioner Weber asked how RT Merchant, LLC was involved and was that the company that was involved with the Northgate Golf Course. Mr. Behmaram replied RT Merchant was an individual and was the water-rights broker, but he did not know if

he had any association with the Golf Course. He said the reason the banking agreement was being executed with RT Merchant was because the water rights that would be ending up with Toll South were brokered and went through RT Merchant. He stated Pete Simeoni, Deputy District Attorney, crafted some representations and warranties in the agreements to protect the County, and he thought everyone involved in this transfer of water rights should be subject to them.

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 7D(2) be approved.

14-64 AGENDA ITEM 7D(3) – COMMUNITY SERVICES

Agenda Subject: “Approve Intrastate Interlocal Contract between Public Agencies between Washoe County and the State of Nevada Department of Employment, Training and Rehabilitation Division Business Enterprises of Nevada for the continued operation of vending machine and concession services within County facilities as required by Nevada Revised Statutes Chapter 426.630 amending the commencement of the Contract to “upon approval.” (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 7D(3) be approved. The Intrastate Interlocal Contract for same is attached hereto and made a part of the minutes thereof.

14-65 AGENDA ITEM 7E(1) – DISTRICT COURT

Agenda Subject: “Reappoint two attorney members and one non-attorney member to the Law Library Board of Trustees. It is recommended that Clayton Brust serve as an attorney member for a two-year term expiring on January 31, 2016, Teresa Mentzer serve as a non-attorney member for a two-year term expiring January 31, 2016, and Lynne Simons serve as an attorney member for a one-year term expiring January 31, 2015. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Weber, which motion duly carried, it was ordered that Clayton Brust serve as an attorney member for a two-year term expiring on January 31, 2016, Teresa Mentzer serve as a non-attorney member for a two-year term expiring January 31, 2016, and Lynne Simons serve as an attorney member for a one-year term expiring January 31, 2015 on the Law Library Board of Trustees.

14-66 AGENDA ITEM 7E(2) – DISTRICT COURT

Agenda Subject: “Retroactively acknowledge the agreement to accept a direct grant award from Nevada Administrative Office of the Courts, Court Improvement Program Grant from the Department of Health and Human Services, Administration for Children and Family Services [\$45,000, with 33.33% in-kind match required] for one year beginning October 1, 2013, through September 30, 2014; and authorize Finance to make necessary budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 7E(2) be acknowledged and authorized.

14-67 AGENDA ITEM 7E(3) – DISTRICT COURT

Agenda Subject: “Retroactively acknowledge grant award [\$15,000, no County match required] effective July 1, 2013, through June 30, 2014 from the Lee F. Del Grande Foundation to the Second Judicial District Court for “Family Peace Center Track Expansion”; and direct Finance to make the necessary budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 7E(3) be acknowledged and directed.

14-68 AGENDA ITEM 7F(1) – SHERIFF

Agenda Subject: “Accept donation [\$500] from the Reno Air Race Association to the Washoe County Sheriff’s Office for the Citizen Corps Program (CCP); and authorize Finance to make appropriate budget adjustments. (All Commission Districts.)”

On behalf of the Board, Commissioner Jung thanked the Reno Air Race Association for their donation to the Citizen Corps Program (CCP), who responded to community-wide emergencies and assisted with the evacuation of animals during natural disasters. She said they also provided public outreach and education, disaster response and preparedness, and enhanced child safety through the Child ID program.

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 7F(1) be accepted and authorized.

14-69 AGENDA ITEM 7F(2) – SHERIFF

Agenda Subject: “Approve grant award [\$75,000, no match required]; approve Amendment 2 Interlocal Contract between Las Vegas Metropolitan Police Department and the Washoe County Board of County Commissioners on behalf of the Washoe County Sheriff’s Office for reimbursement of expenses associated with Internet Crimes Against Children investigations; grant term is retroactive from 12/16/13 to 5/31/14; and direct Finance to make the necessary budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 7F(2) be approved and directed. The Amendment 2 Interlocal Contract for same is attached hereto and made a part of the minutes thereof.

14-70 AGENDA ITEM 7F(3) – SHERIFF

Agenda Subject: “Approve United States Department of Agriculture Office of Inspector General Cost Reimbursement Agreement retroactive to 12/30/13 through 09/30/2014 to reimburse Washoe County Sheriff’s Office for overtime associated with participation on the Supplemental Nutrition Assistance Program task force. [Costs not to exceed \$8,000]; and if approved, authorize Sheriff to execute the Agreement and direct Finance to make the necessary budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 7F(3) be approved, authorized, executed, and directed.

14-71 AGENDA ITEM 7G(1) – SOCIAL SERVICES

Agenda Subject: “Accept cash donations [\$3,863.33] for the period of October 1, 2013 through December 31, 2013; and direct Finance to make the appropriate budget adjustments. (All Commission Districts.)”

On behalf of the Board, Commissioner Jung thanked the citizens for their cash donations to Social Services.

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 7G(1) be accepted and directed.

14-72 AGENDA ITEM 7G(2) – SOCIAL SERVICES

Agenda Subject: “Approve increase in the Adult Group Care (AGC) rate from \$1,028 to \$1,112 per month, which maintains consistency with State of Nevada rates, retroactive to January 1, 2014. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 7G(2) be approved.

BLOCK VOTE – AGENDA ITEMS 12 AND 16

14-73 AGENDA ITEM 12 – FINANCE

Agenda Subject: “Recommendation to acknowledge Publication of Notice of Intent to Augment Budgets and approve Resolution to augment the General Fund [\$2,441,997] and approve the use of General Fund Carryover to cover previously approved unbudgeted expenditures for the fiscal year 2013-2014; and direct Finance to make the appropriate budget adjustments [net impact to County Budget is zero]-- Finance. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Berkbigler, which motion duly carried, it was ordered that Agenda Item 12 be acknowledged, approved, and directed. The Resolution for same is attached hereto and made a part of the minutes thereof.

14-74 AGENDA ITEM 16 – MANAGER

Agenda Subject: “Recommendation to approve a reorganization of the County Manager’s Office and associated unclassified management position changes to include the following: abolish the position of Finance Director; reinstate a second Assistant County Manager position; reclassify the Director, Management Services to pay grade W in accordance with the job evaluation by Hay Group; change the title of Assistant Finance Director/Comptroller to County Comptroller; assign purchasing and risk management functions to the County Comptroller; and assign the budget function to the Director, Management Services within the Office of the

**County Manager. Net annual impact of these changes is estimated at \$47,940--
Manager. (All Commission Districts.)”**

There was no public comment on this item.

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

14-75 AGENDA ITEM 11 – DISTRICT ATTORNEY

Agenda Subject: “Introduction and first reading of an Ordinance amending the Washoe County Code at Chapter 5 (Administration and Personnel) by amending certain provisions relating to the maximum payout of accrued sick leave upon an employee’s death, separation, disability or termination from employment, and providing other matters properly relating thereto--District Attorney. (All Commission Districts.)”

Nancy Parent, County Clerk, read the title for Bill No. 1704.

Cathy Brandhorst discussed her concerns regarding sick leave.

Bill No. 1704, entitled, "AN ORDINANCE AMENDING THE WASHOE COUNTY CODE AT CHAPTER 5 (ADMINISTRATION AND PERSONNEL) BY AMENDING CERTAIN PROVISIONS RELATING TO THE MAXIMUM PAYOUT OF ACCRUED SICK LEAVE UPON AN EMPLOYEE’S DEATH, SEPARATION, DISABILITY OR TERMINATION FROM EMPLOYMENT, AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO," was introduced by Commissioner Weber, and legal notice for final action of adoption was directed.

14-76 AGENDA ITEM 9 – SENIOR SERVICES

Agenda Subject: “Recommendation to acknowledge update on the status of legal services for seniors including information on Mortgage Fraud and Predatory Lending--Senior Services. (All Commission Districts.) Requested by Commissioner Berkbigler.”

Grady Tarbutton, Senior Services Director, said Senior Services used to provide legal services for seniors, but in the past year there was a contract with Nevada Legal Services (NLS) for foreclosure mitigation; and since July 1, 2013, approximately 70 seniors had been served.

Mr. Tarbutton said there had been questions, so he asked the Attorney General’s (AG’s) Office to come and talk about their programs, because they were the lead agency in Nevada in dealing with foreclosure mitigation and the national foreclosure settlements. He noted the Supreme Court handled the foreclosure mediation programs.

Mr. Tarbutton introduced John McGlamery, Bureau of Consumer Protection Senior Deputy AG. Mr. McGlamery said he had been asked to discuss what they had going on regarding the National Mortgage Settlement and other mortgage related items. He explained the AG's Office was a law enforcement agency that represented the State of Nevada and not individuals. He stated through the National Mortgage Settlement and their enforcement actions, those actions might wind up assisting people even though their remedies did not allow them to provide direct help to an individual.

Mr. McGlamery said the National Mortgage Settlement program was where 48 states entered into a settlement with five of the major banks. He stated the program made a cash payment to people that were foreclosed upon prior to the settlement. He stated the second part of the program was for the people in the foreclosure process to receive the backing of the State to help them out. He said the program provided for a single contact point so they would not be bounced back and forth. He stated there would be a full-blown review of their particular mortgage and a resolution would be determined. He said unfortunately nothing forced the bank to do anything because, as long as they looked at it, the bank complied with the program. He said the AG's Office did keep track of those occurrences and, if they found enough of them, they would report them to the National Mortgage Administrator. He stated Ernest Figueroa, Chief Deputy Attorney General, was on the National Mortgage Settlement Commission, so Nevada had a voice on that Commission. He said the settlement only applied to the mortgages that were owned and serviced by the banks and, unfortunately, most mortgages were federally insured Fannie Mae, Freddie Mac, or Veterans Affairs (VA) mortgages. He said the AG's Office had no jurisdiction over the federal government when it came to those types of mortgages, and people should contact the Consumer Finance Protection Bureau (CFPB) for help. He stated if someone had a mortgage both owned and serviced by a bank, the AG's Office would take the complaint and monitor it through the process. He said they were achieving some success, because it was not always about the banks saying no. He stated some people could not afford the house no matter what was done or they just wanted a mortgage reduction when they could easily afford their current mortgage and, in those two situations, they would not get any help.

Mr. McGlamery said another program in the AG's Office was the Home Again program, which took money from the settlement to create a way to help people directly. He stated the AG's Office monitored and managed the program, but it was run by different agencies the AG's Office contracted with. He said the first level of assistance was a series of Housing and Urban Development (HUD) certified counselors and the second level was NLS, which was used when an individual needed a lawyer's help. He stated when someone called him and it was not a fit for the AG's Office, he advised them to go to the Home Again program, which was free. He said if they needed further help, they would be directed to NLS and others who provided free services. He explained all of this assistance was not just for seniors.

Mr. McGlamery stated there were also enforcement programs, which came in to play when the mortgage servicers were committing fraud and deceptive trade regarding the servicing of the mortgages. He said some servicers were in the investigation stage and some were in the litigation stage. He stated there was a recent settlement with the Royal Bank of Scotland for their actions, and those payments went to the individuals involved. He said the AG's Office tried to help individuals through the settlement process.

Chairman Humke said Fannie Mae and Freddie Mac were known for their extravagant compensation of their CEO's, and he asked if they would be going away. Mr. McGlamery said it depended on who was asked, so he did not know that answer. He stated the bad thing about Fannie Mae and Freddie Mac was he never heard of them doing a principal reduction. He said this was where a lot of the problem with the paperwork came in. He stated someone would take in their paperwork and the information would be plugged into the black box with lights that would go green or red. He said they did not know what standards were used nor did the banks. He stated the big issue was that if the numbers were put in and they did not come back, they were considered to be red and that was it. He said if the data was older than 20 days, it had to be reentered, which was why the banks kept re-asking for stuff. He understood Fannie Mae and Freddie Mac were basically stretching the loans out, because they would not drop the principal of the loans. He stated the people in the Home Again program were HUD counselors and could point people in the right direction to get assistance. Chairman Humke asked if Mr. McGlamery had heard of any initiatives in Congress or the Administration to deviate away from the two agencies and start again. Mr. McGlamery replied he had not. Mr. Figueroa said he heard some speculation that they wanted to do away with them, but they were under conservatorship and were put under the stewardship of a new manager, who would probably make some wholesale changes in how they operated. He said until that happened, he did not think they would go away. Chairman Humke said that sounded like a positive step.

Mr. McGlamery said if the Commissioners had constituents with a problem, they could give them his number and he would be happy to sit down and talk with them. He stated if the AG's Office could not help, they could at least direct them to the other available programs.

Commissioner Berkbigler said she had constituents contact her with concerns about their loans being sold many times, which often occurred without the homeowner being aware of the sales. She stated there was no paper trail and no way to get the paperwork, and she asked what the law was regarding those multiple sales. Mr. McGlamery replied the new Homeowners Bill of Rights said the homeowner had the right to obtain those documents. He said this was not a new issue because a mortgage would have been sold four or five times if a house was bought in the 1960's. He stated their concern was the banks created an entity that was essentially a straw-owner of the loans, which essentially held the loans in trust for others. He said because they were trading the loans among themselves, it meant they did not have to go through the county recorder and they left no paper trail. He stated the practice was not illegal and was upheld

by Supreme Court. He said they had no part in negotiating the National Mortgage Settlement, because he would never have signed off on it due to the number of black holes the negotiators left in it. He stated another concern was if Bank of America got upset with somebody and did not want to deal with them anymore, they would send the loan to somebody else. He said he could not prove it, but that was a pattern of conduct that was not illegal, but left a lot of people who did have National Mortgage Settlement qualified loans out of it. He stated the AG's Office was following up on those servicers, but the servicers were under no obligation to do anything. He said the holes in the process basically left the homeowner with no hope, and there needed to be legislation at state and national levels to address those issues.

Commissioner Berkbigler asked what recourse homeowners had when they were clearly in over their heads, their loans had been sold over and over, and they were losing their homes. Mr. McGlamery said they needed to consult a private attorney, and several people in town were working on those types of situations.

Mr. McGlamery said when he was in law school if a note was made, it had to be kept because it was a security; but the banks actually destroyed a lot of them. He stated under the Homeowners Bill of Rights and the Foreclosure Mediation Program, the banks were supposed to bring that paperwork in with them. He said he had not heard anything lately, but a couple of years ago they were not and it created a mess.

Mr. McGlamery stated there were a couple of appeals going to the Supreme Court declaring the National Foreclosure Mediation Program as unconstitutional, which did not make any sense because the Court created the program. He said it was argued over a year ago and had been sitting ever since.

Commissioner Hartung asked if this service had been provided under the Senior Law Project (SLP). Mr. Tarbutton replied it was until NLS took over SLP's responsibilities. Commissioner Hartung said this item showed an expenditure of \$52,500 and Agenda Item 10 showed another \$150,000 expenditure, and he asked if that much money was spent under the SLP. Mr. Tarbutton replied the total fund for the SLP had been over \$800,000.

Commissioner Berkbigler noted the services provided by the SLP applied to all seniors who were residents of Washoe County regardless of their financial situation, and she asked if that was still true. Mr. Tarbutton replied it was, because serving all seniors was part of the terms of the contract with NLS. Commissioner Berkbigler said the NLS web site appeared to indicate there was an income cap. Mr. Tarbutton replied he would check that out with NLS.

Karl Hall stated he was the Directing Attorney for the SLP, which was a division of NLS. He said beginning in July 2013, assistance was provided in loan-modification scam cases, which included assisting one senior. He stated an additional eight seniors were or had been assisted regarding general foreclosure litigation cases that did not necessarily involve fraud, but did involve some defects in the foreclosure process.

He said 38 seniors had been counseled with respect to general housing and with NLS potentially assisting in loan modifications or other options to save their homes from foreclosure. He stated NLS provided a wide range of services on consumer-type issues and, if they could not help, they would find a pro-bono attorney or other services to assist them.

Mr. Hall said posters had been put at the senior centers and at the courthouses to get the word out to seniors that NLS was providing free legal services on a number of issues, and to check with NLS before buying, borrowing, or lending money, so they could identify possible scams before the seniors become involved.

Commissioner Hartung asked if there was an age requirement. Mr. Hall replied the requirement was age 60.

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 9 be acknowledged.

11:26 a.m. The Board convened as the Truckee Meadows Fire Protection District (TMFPD) and the Sierra Fire Protection District (SFPD) Board of Fire Commissioners.

12:01 p.m. The Board adjourned as the Truckee Meadows Fire Protection District (TMFPD) and the Sierra Fire Protection District (SFPD) Board of Fire Commissioners.

14-77 AGENDA ITEM 10 – SENIOR SERVICES

Agenda Subject: “Recommendation to acknowledge the Department’s report on options to provide pro bono and low cost legal services for seniors, and approve the proposed Agreement in Support of Pro-Bono and Low-Cost Legal Services for Elderly with Washoe Legal Services [\$150,000 per year] through June 30, 2017 to implement the goals and objectives for these services included in the upcoming Master Plan for Aging Services; authorize the termination of two existing contracts with Nevada Legal Services and Washoe Legal Services; and authorize Chairman to execute Resolution of termination--Senior Services. (All Commission Districts.)”

Grady Tarbutton, Senior Services Director, said what was before the Board would ensure there would be one legal services agency working directly with Senior Services to provide legal services to seniors. He advised there were currently contracts with two agencies in spite of the recommendations by the Advisory Board that there should be one agency. He said there had been meetings with Washoe Legal Services (WLS) and Nevada Legal Services (NLS) to try and reach an agreement on one of the agencies being the lead agency to work with Washoe County on the *Master Plan for Aging Services*. He stated providing legal services for seniors was one of the 12

priorities of that Plan. He said the original agreement was to restore services back to where they were in 2007/08 and then build from there to try and meet the growing needs. He stated since no resolution was reached, the recommendation was to move forward with WLS as the contractor to receive the grant funds through 2017, because they had a long history of working in Washoe County with the indigent population, particularly with children. He stated a part of the agreement was WLS would provide up to \$600,000 to support legal services for seniors above what the County provided, and they were committed to working with the County long term to meet the goals and objectives. He said NLS had been an excellent agency and either agency could provide the services and be the lead agency. He stated the services they provided and the resources they brought into Washoe County benefited seniors and that relationship should continue, but with WLS being the lead agency.

Commissioner Berkbigler asked regarding the conversation in Agenda Item 9, if this meant the County would be switching from NLS to WLS. Mr. Tarbutton replied the County was not, he said NLS had a grant from the State and had a lease agreement with the County for the space they used in the Senior Center, which would continue as long as they had that grant. He said this would terminate the two contracts and the money from the County would pass through WLS, but would continue to support NLS. Kevin Schiller, Assistant County Manager, said the Board heard a lot of discussion regarding the *Master Plan for Aging Services* and the legal services for seniors being a high priority. He stated moving forward, it would be about how to utilize the funds that were not tied to grants to expand services and increase capacity.

Karl Hall, Directing Attorney for the SLP, which was a division of NLS, said this proposal was essentially an end run around Anna Marie Johnson, NLS Executive Director, who applied for the grant from the federal government. He stated there were federal and other regulations that required NLS to perform to a certain standard and the services provided by NLS to seniors were monitored by the federal government and by the Nevada Aging and Disability Services Division (ADSD) to ensure those standards were met. He stated what happened was Paul Elcano, WLS Executive Director, wanted to be in charge of the purse strings and to call the shots. He said Mr. Elcano had never approached Ms. Johnson or himself, but had gone to Mr. Tarbutton about consolidating efforts due to his apparently having a pool of money from the sale of some property that he wanted to use. Mr. Hall said now Social Services wanted to terminate the contract with NLS, so Mr. Elcano could run the show. Mr. Hall said Mr. Elcano had not been running the show for years and NLS had been around for almost 20 years. He said when the SLP lost funding because of the County's budget issues, NLS stepped in and obtained funding and got an office in place. He stated there was funding for three attorneys, a paralegal, and support staff. He stated he and Ms. Johnson opposed this, and Ms. Johnson should have the opportunity to address her concerns.

Commissioner Berkbigler said she was concerned about doing anything that could create a problem for the seniors in need of legal services, and did not want to do anything that could result in NLS walking away from this program, particularly since they held the grant.

Commissioner Hartung asked if Mr. Hall was suggesting the Board take more time to review this issue or to just deny it completely. Mr. Hall said he would request the Board deny it completely. He stated if the Board wanted a point of contact for the services being provided to the seniors, he was that point of contact with respect to the SLP. He said he could tell the Board what services were being provided and how they were being provided. He advised his services were being monitored by the ADSD on a regular basis. He said he had every intention of cooperating with WLS in providing a wide range of services, but he understood WLS was typically providing guardianship services for youth and seniors. He stated he would be happy to work on an agreement with Mr. Elcano to provide a wider range of services. He said the goal was to protect the seniors, to provide them with sound legal advice, and counsel them. He stated to cancel the contracts and put Mr. Elcano in charge was not appropriate when there were federal mandates in place based on the grant funding. Commissioner Hartung said he was concerned about cancelling the contracts, and he would like to put off any decision for at least one meeting to make sure the Board was going in the right direction.

Commissioner Jung said it was the national model to take the law out of Senior Services and the best practices indicated one agency should oversee those services. She stated the Board voted on eventually putting it under one agency, which was also the advice of the Advisory Board. She noted WLS was local with a local Board of Directors, while NLS was statewide. She believed both agencies were well qualified, but Mr. Tarbuton was saying he preferred one over another and it was his job to make that recommendation. She said it would not be the end of the world if the Board waited until the next meeting to make a decision.

Chairman Humke disclosed he met with John Berkich, former Assistant County Manager, and an ADSD staffer early last year to discuss the Board's dissatisfaction with granting two contracts. He also disclosed he met with Mr. Elcano about the bidding of contracts with ADSD. He stated he personally was not thrilled with the idea of doing business with the ADSD, and he came close to not voting because the contract was bifurcated between two agencies.

Mr. Elcano said he was disappointed in Mr. Hall's comments due to several of them being untrue, and secondly, this had never been about him but was about providing legal services to seniors. He stated WLS had been in existence for 50 years, started the Senior Law Project (SLP), and 10 percent of its work had always been for seniors in the area in which they provided legal services. He said coming up with money by selling a piece of property was not permissible for a non-profit to do. He stated the money went into a building fund to enable WLS to buy a better building, which would allow it to handle more people. He said the money raised to handle seniors came from various sources, including the work WLS did to provide foundational funds to start a guardianship program when Washoe County abandoned their program. He stated WLS raised \$75,000 on short notice and took over the program. He said WLS did such a good job that the ADSD gave WLS the grant. He stated Mr. Hall's implying that WLS did not answer to ADSD was incorrect, because he just spent two hours with them this morning

getting the most glowing comments on how WLS had been handling the guardianship grant. He said Mr. Hall indicated this was some kind of end run, but five years ago he attempted to approach NLS and the County to start a joint program, because it made sense to him that two agencies should partner with one being the lead agency and the work should go to the agency that specialized in that particular area.

Mr. Elcano said he always felt there was a misunderstanding about the County's senior population due to the County having the idea they had to be handled through senior centers. He stated there would be 100,000 seniors in the County within four or five years and 60,000 to 70,000 would be needy and would need legal services, which would not be handled at senior centers. He said there would need to be locations county-wide and three lawyers would be a pittance to handle that number of seniors. He stated as a result of that situation, WLS committed significant additional funds to handle seniors that could not be handled once the County pulled the rug out from under the SLP. He said he approached NLS to try and broker a situation where they could work together over the last four years, but they basically refused to discuss it. He stated the WLS Board made a determination to help those seniors who could not be helped at the Senior Center, and they obtained a grant from the State to do the guardianship work. He said for whatever reason, the County went forward with attempting to amalgamate the two contracts.

Mr. Elcano said there was also a legal issue about who should be paid the filing fees, but he believed there was no question that they should be paid to WLS to do the senior work under the statute. He asked why we would limit ourselves to one agency or two agencies in an uncoordinated approach, when this coordinated approach was available. He said NLS was a federally funded agency, which meant its Board had to be composed in relationship to the State's population; therefore, most of its Board members were from Las Vegas. He stated WLS was a local agency and its Board members were from Washoe County. He said there was an outreach program set up based on race, geographic area, medical condition, and so on. He stated it was ready to roll as soon as the Board gave them the okay, because they would not go forward until they had a determination from the County.

Mr. Elcano said he would be happy if the Board explored what WLS had done and why, and he would encourage them to ask Judge Hardesty and Judge Douglas of the Nevada Supreme Court about their quality of service and Mr. Schiller about their providing the children in Washoe County with representation. He noted WLS found \$500,000 in federal money that started the County's Child Advocacy program and that money was made contingent on the County replacing it with a contract. He said with that money and the other steps taken, the County's children received legal representation largely through the efforts of WLS and other people who were trying to make the County a better place to live.

Mr. Tarbutton said this was not an easy process. He stated Senior Services tried to resolve this issue with both agencies, but they were willing to go back as Commissioner Hartung suggested and to report back to the Board what the result of the

attempt was. Chairman Humke asked if Mr. Tarbutton stood by the staff report. Mr. Tarbutton replied he did. Chairman Humke said he would support staff. Commissioner Berkbigler said her comments in no way indicated she did not trust what staff proposed. She stated she received calls from seniors in need of services, and she wanted to make sure the County's seniors would be protected. She said she did not have an issue if staff felt this was the best approach. Commissioner Hartung concurred he was fully supportive of staff, but issues had been raised and it was incumbent on the Board to take the time to look at both sides of those issues.

Commissioner Hartung noted the two contracts ran until June 25, 2014. Mr. Tarbutton replied they did and could be renewed for an additional year. Commissioner Hartung believed there was time to vet this and to be able to make a more informed decision, because he did not want to make a decision that he would later regret.

Chairman Humke asked if WLS would walk if the contact was put off. Mr. Elcano replied they would not, because they were here to help the seniors. He felt the more this was investigated, the more he believed he would be validated. He said there was one issue about waiting until June 2014. He said WLS had already agreed with NLS that the \$75,000 the County was putting in should be used at the Senior Center, but WLS was entitled to the filing fees. Commissioner Hartung said his intent was to bring this item back to next Board meeting.

There was no public comment on this item.

Commissioner Hartung made a motion to differ this item until next month. Commissioner Berkbigler seconded the motion.

Chairman Humke said that would be the February 11, 2014 meeting. Commissioner Weber suggested letting the Manager decide which meeting in February this item should be brought back. Commissioner Hartung and the seconder, Commissioner Berkbigler, agreed. On the call for the question the vote was 5-0 in favor of the motion.

14-78 AGENDA ITEM 14 – COMMUNITY SERVICES

Agenda Subject: “Discussion and direction to staff regarding a proposal from the development community to review the timing of payment of fees for residential dwellings--Community Services. (All Commission Districts.) Requested by Commissioner Hartung.”

Dave Solaro, Community Services Director, said he met with the Builders Association of Northern Nevada (BANN), the Cities of Reno and Sparks, the Regional Transportation Commission (RTC) and the Truckee Meadows Water Authority (TMWA) where the builders had asked the County and the other jurisdictions to see if there was a way to postpone the payment of residential building permit fees from the date the permit

was picked up to the date the Certificate of Occupancy was issued. He stated he was bringing that proposal before the Board for direction.

Commissioner Hartung clarified that BANN was not the driving force behind this proposal. He said he looked at this process as being a way of dealing with economic development, because it was very difficult for the County to physically create a job other than by hiring someone to work for the County. He stated he would classify this proposal under job development. He believed deferring the impact fees, some of which could be substantial, could be huge for a home builder. He said that deferral meant they would be paying for the services when the house was occupied and when there would be an impact to those services. He said in many cases that meant a substantial amount of money would be left in the developer's hands for a longer period of time, while the County was not giving up anything. He stated he wanted a fiscal analysis done with respect to its effect on the County's cash flow and its operating expenses. He noted the permitting fees would still be charged, and this proposal was only about delaying payment of the impact fees for water, sewer, and Regional Road Impact Fees (RRIF). He said when looking at RRIF, if the house was not occupied, there was no impact. He stated what was being asked for was waiting until issuance of the Certificate of Occupancy before charging all of the final fees.

Commissioner Jung said she understood this was brought to us by staff because the Cities of Reno and Sparks were working on something like this, and it would make more sense to have continuity across the region. She agreed this should be looked at, but there absolutely had to be an analysis of the economic impact in terms of the County's cash flow.

Chairman Humke said on page 2 of the staff report, one of the bullet points indicated, "Sewer and Water may cause a lag in CIP processes or debt service and will require financial analysis." He asked if that involved the County and its water resources. Mr. Solaro replied it did, and part of the process would be to work with TMWA to make sure it would not negatively impact the service provided. Chairman Humke asked if this had the potential to kill the merger between the County and TMWA. Mr. Solaro said he did not believe it would. He said staff would review this proposal and bring recommendations to the Board, so part of the process would be to have that discussion with TMWA.

Chairman Humke asked if there would be a competitive advantage for the County in doing this first and was that the intent of this item. Mr. Solaro said it was not, and it was made very clear to all of the entities' staff that whatever was moved forward needed to be equal across all of the playing fields.

Commissioner Hartung clarified this proposal was not staff driven, and he asked for this item to be on the agenda. He noted TMWA had a representative at the meeting. He also noted the County was not the lead agency on this, and it was happening concurrently with the Cities of Sparks and Reno. He said it might behoove us to have a joint meeting to discuss this. He stated the direction he would like to give staff was to

look at this process and how it would affect Washoe County. He said this would not change the impact fees, but would only look at the timing of paying those fees. He stated the City of Sparks was discussing it with their staff and the City of Reno would be having the same discussion.

Commissioner Jung asked for a staff report on what the County did or did not get if it developed residential in the unincorporated County. She said she believed the County would not get anything, because the property taxes would remain the same as would the sales taxes. She felt it would affect the County's fire funds. John Slaughter, County Manager, said staff could do a standard analysis, but it might be difficult to turn it around quickly given all of the other projects staff was working on. Chairman Humke believed the impact on the fire agencies could be huge and unincorporated development was important for the support of the County's fire agencies.

Commissioner Hartung said this conversation was starting with residential construction, but eventually an attempt would be made to apply it to commercial construction so the same process would be dealt with across the board. He stated it was a great idea to do a fiscal analysis on both residential and commercial impacts on the County's infrastructure and fire services, which municipalities did regularly. He said those impacts was why the City of Sparks decided to de-annex the East Truckee Canyon.

Commissioner Jung requested staff also look at the national best practices.

Commissioner Hartung said it was important to direct staff to look at the impact of this on the County's operating cash flow, because he would not want to move forward on this if there would be. He stated an idea he had regarding RRIF was what if it was looked at like a sales tax, so the actual number of receipts written by a particular business on any given month were looked at and they paid based on the number of their sales and the impact they created within a five year time period for example. He said the RTC was not crazy about that concept, because they would not get the money up front. He stated if a small business paid their RRIF fees up front and then went out of business a year and a half later, the RTC would win. He felt there was a fairer way to collect money so it could be kept in the hands of people who would spend it and move it through the economy for a longer period of time. He said if a business owner did not have to pay the impact fees upfront, they might be able to hire another person; and the developer might not have to borrow the money to pay those impact fees, which would keep them more solvent.

Jess Traver, BANN Government Affairs Director, said the proposal for the deferral of the fees came from the economic side of the industry and some other elected officials, and came to BANN to be a sponsor of that endeavor due to their involvement in a lot of Capital Improvement Programs (CIP). He stated the County had a CIP that identified the infrastructure needed for development and the funding mechanisms to fulfill those programs. He said they were talking with the Reno City Council on how to look at their fire department's CIP and how to get out of some of the deficiencies that currently were in that program. He said other entities were doing this and it was helping

those communities. He stated what they were asking for was having the charge for a service be paid closer to when the service would be needed. He said BANN did not want to hurt the financing mechanism that would get the infrastructure in place, because the construction industry lived off of that infrastructure. He stated what BANN wanted was to look at this, because money was being wasted due to having to pay the financing charges associated with the development if a service was not going to be needed for one or two years. He said it was driving people away who could build here and would take an interest in the community.

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Weber, which motion duly carried, it was ordered that staff be directed to review the proposal from the development community to the timing of the payment of fees for residential dwellings.

14-79 AGENDA ITEM 20 – CLOSED SESSION

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

1:04 p.m. On motion by Commissioner Weber, seconded by Commissioner Berkgigler, which motion duly carried, it was ordered that the meeting recess to a closed session for the purpose of discussing negotiations with Employee Organizations per NRS 288.220.

1:05 p.m. The Board recessed.

2:31 p.m. The Board reconvened with Chairman Humke absent and with Vice Chairperson Weber assuming the gavel.

14-80 AGENDA ITEM 13 – COMMUNITY SERVICES

Agenda Subject: “Recommendation to acknowledge receipt of presentation and update on the Nevada and Northeastern California Greater Sage-Grouse Draft Land Use Plan Amendment and Environmental Impact Statement (Draft LUPA/DEIS), and provide possible comments that the Board would like forwarded to the Bureau of Land Management as part of the open commenting period ending on January 29, 2014--Community Services. (All Commission Districts.)”

Bill Whitney, Planning and Development Division Director, said the last meeting was a statewide meeting held in Winnemucca. He stated the focus of the meeting was the Environmental Impact Statement (Draft LUPA/DEIS) and the draft legislation being proposed by Senators Harry Reid and Dean Heller aimed at addressing the Sage Grouse issue in Nevada.

2:32 p.m. Chairman Humke arrived and assumed the gavel.

Mr. Whitney said many of the speakers took time to explain how people could comment to the Bureau of Land Management (BLM) on the Sage Grouse EIS. He stated Cory Hunt, who worked for the Governor's Office, asked all of the local jurisdictions to send their comments to him, so the Governor could use them in his "Governor's Consistency Review" of the Sage Grouse EIS. He felt it was fair to say the anxiety level at that meeting was very high statewide due to the pending listing of the Sage Grouse as an endangered species. He said questions were raised on whether the federal government was doing a good job in implementing their own plans for the Sage Grouse habitat preservation based on the feeling by many that they were not controlling the wild horse population and inadequate wildfire suppression. He stated one of the comments concerned the predation of Sage Grouse and their chicks due to the increase in the Raven population. He said that issue should be dealt with outside of the EIS, because the federal government did not have jurisdiction over the wildlife in Nevada. He stated that jurisdiction belonged to the Nevada Department of Wildlife (NDOW), who had a predator control program. He advised the comment period ended January 29, 2014, so there would be a quick turnaround to submit any comments.

Commissioner Berkbigler asked if the federal government had no control over wildlife species within a state, how could they put species on the Endangered Species List. Mr. Whitney replied the U.S. Fish and Wildlife Service (USFWS) was the agency that would list threatened or endangered species.

Commissioner Hartung asked if there had been counts done on the Sage Grouse in the State and had it been determined their numbers dropped dramatically over the last 20 years due to a lack of habitat. Mr. Whitney said there had been counts going on for many years. He said Governor Kenny Guinn started local Sage Grouse groups to work on Sage Grouse habitat preservation, because he and others saw this coming; and he represented the County on those groups. He noted most of counts were done by NDOW, because they issued the hunting tags and could control the hunt by how many tags were issued. He said they also received information from the hunters regarding the wing counts.

Chad Giesinger, Senior Planner, advised the EIS was one of four sub-regional components of a nationwide planning strategy to address the decline in the Sage Grouse in 11 western states, which was primarily where the Sage Grouse habitat was located. He said this subcomponent would be put together with the others when it was done and the affected land management agencies would amend their land management plans.

Mr. Giesinger conducted a PowerPoint presentation, which was placed on file with the Clerk, covering the background of the Sage Grouse issue, including the indentified threats; the EIS Project timeline; the County's involvement; the EIS planning strategy; the Greater Sage Grouse habitat map, focused on Washoe County and only

showed public land habitat; the Draft Preferred Alternative; staff comments/major concerns; and the habitat map showing the Sheldon Wildlife Refuge and the Wilderness Study Areas (WSA's), which was the majority of the public land in northern Washoe County.

During the discussion of the identified threats, Commissioner Hartung asked about the invasive species/conifer invasion. Mr. Giesinger said the conifer invasion was about pinion pine/juniper killing everything under their canopy, creating perching locations for Ravens and other predators, and creating an extreme risk for fire.

Mr. Giesinger explained regarding Commissioner Berkbigler's earlier question, the BLM had jurisdiction over the habitat but not the animals. He stated NDOW also managed habitat, but they were responsible for the vegetation. Commissioner Berkbigler noted there would not be an option if the Sage Grouse were put on the list. Mr. Giesinger said what USFWS was saying was BLM had not adequately managed the habitat, so they were being forced to list the Sage Grouse. He stated that listing would kick in additional regulations that would force the BLM to do certain things. He said the BLM was trying to be proactive and propose regulations, which would allow other uses to continue. He stated if they were listed as threatened, it might preclude all activity. Commissioner Berkbigler asked if USFWS said specifically what the BLM was not doing. Mr. Giesinger said it was essentially about their land management practices.

Commissioner Hartung asked if the habitat map only showed federally held lands and did not include the lands held by the State. Mr. Giesinger said the State did not have a lot of land up in that area. Commissioner Hartung stated he asked that question because the Nevada Lands Task Force was looking at what lands would come into the State and, if we were to ask for all of the lands back, what type of control could the federal government exert on us. Mr. Giesinger said they would have no control if the lands were to come out of federal ownership, but the USFWS could still make the determination the Sage Grouse were threatened and all of that private land would be subject to the Endangered Species Act (ESA) regulations. Commissioner Hartung said the land would come under the auspices of NDOW. Mr. Giesinger stated the land would either go under private ownership or, if it went under State ownership, it would be under their management; and the State had an existing management plan that included private lands. He said there was a Sage Brush Ecosystem Council who would also be involved, so it would not be under the sole purview of NDOW. He stated NDOW had been trying a lot of things to improve the Sage Grouse habitat over the last couple of decades, but it apparently was not enough. He noted the Sheldon Wildlife Refuge was already managed by the USFWS.

During the review of the Draft Preferred Alternative slides, Mr. Giesinger said the EIS introduced the new concept of Required Design Features (RDF's). He stated the EIS would apply the RDF's throughout the planning area. He said they were basically development standards and had been implemented in the past as best management practices at the project level, which were guidelines instead of hard and fast rules, which they would become under the RDF's. Commissioner Hartung asked what would preclude

building a road. Mr. Giesinger said they wanted to focus everything into existing disturbed areas. He stated there was also a no surface occupancy stipulation, which meant horizontal drilling would have to be done and the resource would have to be taken out of the area for processing. He said that raised a lot of questions about the practicality of that approach. He stated the State had to achieve 20 percent in renewable energy, which was a big issue that was being negotiated. He stated because the draft preferred alternative EIS channeled any new development into previously disturbed areas and there was not much disturbance in North Washoe County, the choices of where new development could go would be very limited. He noted they could also require new or existing utility lines to be buried. Commissioner Hartung asked if they were talking about transmission lines, which generated a ton of heat. Mr. Giesinger said the practicality was something staff was questioning, because it would be prohibitively expensive along with the question of who would pay for it.

Mr. Giesinger said Exhibit A of the staff report showed a sample of some of the comments already submitted.

During his review of the Staff Comments/Major Concerns slide, Mr. Giesinger said the blanket exclusion on new wind and solar was shortsighted, because the habitat mapping was based on the best data they had, but it did not substitute for an actual biological assessment and impact assessment at a given site. He stated there might be areas within the mapped area that did not have any good habitat and could be used for wind or solar. He reiterated staff would like to see the RDF's implemented as BMP's, which would be site specific. He noted staff was concerned the feasibility and cost of complying with the RFD's would make it impossible to build any project. He said if that was the intent, then come out and say it rather than hiding behind development standards that acted like they were doing something positive. He said staff supported the extensive fire management policies, but the document made no mention of how native seed collection would happen on the scale needed.

Mr. Giesinger said most of northern Nevada did not have a Travel Management Plan, so staff did not understand what the impacts regarding access would be. He said depending on how the management actions were implemented, they might exclude any use on the land besides Sage Grouse protection, which would be in contravention to the multiple-use doctrine. He stated the amount of land this covered in the County made it appear that the County was bearing more of the brunt of this regulatory effort than other places and, for example, excluding PGH land from certain management actions might be a compromise to offset that impact in the County.

Commissioner Weber discussed her concerns regarding the listing of the Sage Grouse, which pretty much encompassed all of the land in the northern part of her District. She asked if staff had the opportunity to object strongly and forcefully to any of this. John Slaughter, County Manager, said there was legislation proposed, and he met with Senator Reid's staff last week. He stated he took much of this same information with him to that meeting, so they were very aware of the issue, and he also had discussions with Marcus Faust about the issue. He felt the Federal Framework/National Association

of Counties (NACo) meeting in Washington, D.C. would be the perfect time to take the information and to talk individually with the members of our delegation. Mr. Giesinger said in terms of the County taking a stand, we could not affect the outcome of the BLM decision per se, but the commenting period was intended to allow local governments the opportunity to take a stand on something if they wanted. He stated based on the National Environmental Policy Act, the comments regarding the EIS needed to be substantive, had to find an error, and there had to be data to back up why what was being proposed would not be relevant or would not be effective. He said the County could take a stand and say it did not want that much land in the habitat, but it probably would not result in much of an outcome in the EIS process. Commissioner Weber said she got that point. She said considering tomorrow was the last day they would be taking input, she was not happy with staff, because how could she represent the people who lived out there when she only had a vague idea of what was going on.

Commissioner Weber said one point was about the I-11 Corridor coming through northern Nevada, which was a huge deal and should be an objection right off the bat if we ever wanted it to come through our region. She hoped we definitely would suggest the I-11 Corridor could be affected by this. Mr. Whitney said the way an EIS happened and the way local jurisdictions got to comment on them over the years, it took a lot of time to read and analyze them. He stated he gave Mr. Giesinger a huge amount of credit for wading through this EIS and arriving at some critical comments. He said because of that, we generally ran our comments by the Board towards the end of the process. He stated a lot of times the BLM or the U.S. Forest Service would extend the comment periods, which had been requested by the Governor, but he had not heard whether the BLM granted that request. He said we needed to assume tomorrow would be the day we had to send in our comments. He noted Commissioner Weber's I-11 Corridor comment was an excellent one. He said before Commissioner Berkgigler and Weber started going to the meetings, Mr. Giesinger made that comment about I-11 Corridor. He said staff was trying to cover all of the bases. Commissioner Weber said she appreciated all of the work staff did but, in the future, she hoped the Commissioners could be more involved when something impacted their districts, so they could share that information with their constituents. Mr. Whitney said he understood why Commissioner Weber felt that way because her district was hammered by this EIS. He noted Elko and Humboldt Counties were feeling the same way, because they also had a lot of Sage Grouse habitat.

Mr. Whitney said at the meeting last week, the feeling he got from the speakers was the local jurisdictions needed to work with the BLM and the Forest Service on this EIS and, along with the State of Nevada, we should try and do everything we could to preserve Sage Grouse habitat to keep the bird from being listed. He stated if the Sage Grouse was listed, the impression he was getting from the rural areas was it would be time to band together and fight the federal government. He said he was not quite sure what that meant, but probably would have something to do with going to court.

Chairman Humke asked if staff worked with the Nevada Association of Counties (NACO). Mr. Whitney said staff coordinated with them a fair amount. Chairman Humke asked if he heard it stated that most of the Sage Grouse habitat in

Nevada was in northern Washoe County. Mr. Whitney replied most of the habitat was in Northern Nevada, but Washoe County had a great deal of it. Chairman Humke said some of those on the NACO Board had noticed that NACO was pursuing the agenda of the rural counties and was more or less ignoring the agenda of the more populated counties. He stated this was one area where the rural and the more populated counties came together. He said what he saw was staff not talking to the Commissioner whose District contained most of the Sage Grouse habitat and staff deferring because the federal government would do what they were going to do. He felt it was time for some activism, and he wanted to motivate staff to do something more to get the attention of the federal government and the rest of the State.

Mr. Whitney said Mr. Giesinger did a good critical examination of the EIS and there were some important comments to send in. He stated the feeling he was getting from the rest of the State was that kind of activism would happen in the political arena, but staff was willing to do whatever they needed to do. Chairman Humke said the elected officials need to be armed with the information necessary to fight those battles.

Commissioner Weber asked if it was possible for the Commissioners to have a copy of the PowerPoint slides that were presented, because they would be helpful to have for any future conversations during the trip to Washington, D.C.

Commissioner Hartung asked if the comments that had to be turned in were going to the Governor. Mr. Whitney said they would be going to the BLM and would be copied to the Governor, so he could do a consistency review and then make his own comments to the BLM.

Commissioner Hartung asked about the possible impact of the Sage Grouse listing on renewable energy projects. Mr. Whitney discussed an example of a wind project in Washoe County that was approved by the Commission a few years ago, but was shut down when it was determined there were a number of Golden Eagle nesting sites in the area the transmission line would have to cross through to get to Tracy.

3:28 p.m. Chairman Humke left the meeting and Vice Chairperson Weber assumed the gavel.

Mr. Giesinger said the point Commissioner Hartung raised regarding the economic impact had been one of the main concerns brought up during the BLM's public meetings. He advised the EIS section regarding the economic impact was fairly obtuse, which made it hard to draw any conclusions. Commissioner Hartung said unfortunately that was probably intentional and it saddened him that we had to fight this battle. Mr. Giesinger said the County might be most effective in working with the BLM on some of the design features. Commissioner Hartung suggested one of the arguments staff could write up fairly quickly was about the sheer size of the area in Nevada and in Washoe County. Mr. Giesinger replied there was such a comment already. Vice Chairperson Weber believed it was important to share what the impacts would be on Washoe County with Senators Harry Reid and Dean Heller, and staff needed to have direct points that

could be taken to them. Commissioner Hartung agreed, but the County was up against the wall regarding the comment period right now, so he felt the Board had to give direction to staff to come up with some comments and to try and make a cogent argument on why this had such a detrimental effect on Washoe County. He completely agreed we should concentrate on Washoe County's numbers and fight our own battles, and each of the other county's would do the same. He said all of that data would be collected, pooled, and then they could start adding up the total numbers. Mr. Whitney said there was less than 24 hours to send in the comments on the draft EIS to the BLM. He said the Reid/Heller bill was open for comment. He stated at the statewide meeting, there was a whole lot of comment about people not liking certain pieces of that legislation. He said the Senators' representatives were there and were looking for comments due to it still being a draft.

Commissioner Hartung asked if the legislation went through and they sort of fence off Nevada lands and then the County, through the Nevada Lands Task Force, end up getting back control of our lands, would that be an encumbrance and would we still have to follow those federal guidelines or would we be able to manage it through our State process. Mr. Whitney said the BLM and the Forest Service would be relinquishing control of the lands they managed in the State, but the federal agency in charge of the Endangered Species act would remain in control over the Sage Grouse or other threatened species, and the habitat was on the land. Mr. Giesinger said Fish and Wildlife Service could compel any landowner to do certain actions based on protecting the endangered species.

There was no public comment on this item.

Commissioner Berkbigler asked staff to include the comments about the I-11 corridor if they had not already done so. Commissioner Hartung asked if the proposed I-11 route went through Washoe County. Vice Chairman Weber said there was no certain direction right now and in March or April the alternatives would start to be looked at. Commissioner Berkbigler said even though there was not a proposed route, there were a number of potential routes the Committee was looking at, and several went through Washoe County. She said it was an appropriate comment to make, particularly since it was so important to the community. Vice Chairperson Weber felt our congressional representatives had to be reminded about the I-11 corridor.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 13 be accepted and staff be directed to forward the comments to the Bureau of Land Management in the staff report and to include the comment regarding the I-11 corridor.

14-81 AGENDA ITEM 17 – MANAGER

Agenda Subject: “Recommendation to review and approve the 2014-15 Washoe County Strategic Plan, including mission, vision and values; strategic objectives;

strategic goals, and goal measures; and acknowledge the Mid-year Status Report for the 2013-14 Washoe County Strategic Plan--Manager. (All Commission Districts.)”

John Slaughter, County Manager, said staff reviewed the goal statements and made some suggestions, but did not recommend doing a complete update of the Strategic Plan for this year. He reviewed the Strategic Plan PowerPoint presentation slides, which included the Vision and Mission Statements, the Organizational Values, the Strategic Objectives and Goals, and the Manager’s Focus Areas. A copy of the presentation was placed on file with the Clerk. He said he was recommending the next Strategic Planning retreat take place after the elections in November, so the Commission could determine if a shift in direction was needed. He stated that would also allow the Commissioner Elects to sit in. He said a mid-year report of the County’s performance metrics was included in the backup, and provided staff with some good information prior to the start of the budget process. He stated page 6 included a building condition index and explained what had happened to the buildings over the years while having to defer maintenance during the economic downturn.

Vice Chairperson Weber agreed those documents would be helpful to have available during the budget meetings. She said she had some ideas of changing some words around on page 2 and she would share those ideas with Mr. Slaughter offline to see if her ideas worked.

There was no public comment on this item.

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

14-82 AGENDA ITEM 15 – FINANCE

Agenda Subject: “Update and status report on Fiscal Year 2014/15 Budget--Finance. (All Commission Districts.)”

John Slaughter, County Manager, said the budget process was just beginning. He acknowledged Anna Heenan, Kim Carlson, Lori Cook, Dan North, and Cynthia Washburn, who were the County’s budget staff that would be putting the budget information together to propose to the Board. He reviewed the PowerPoint included with the staff report dated January 10, 2014. He said many of the charts would be familiar due to them being used over the last several years, but they had been updated to show where we were today. He said the sales and property taxes represented 77 percent of the General Fund revenue. He stated the assessed values leveled and were expected to rise in the next year. He said the 3 and 8 percent abatements were still in effect and would limit any property tax increases. He stated in the first four months of this Fiscal Year, the trend for sales tax revenues was slightly above what was budgeted. He said many of the increased costs were due to mandates and those increases were offset by making deeper cuts for general government, culture, and recreation programs.

Commissioner Berkbigler asked if the welfare area would be impacted by the increase in Medicaid. Kevin Schiller, Assistant County Manager, replied we would see a shift in Medicaid from the existing clients that the County was expending dollars on to indigent health care. Commissioner Berkbigler said that was more a case of moving money from one bucket to another bucket.

Mr. Slaughter said the guiding theme in developing the current year's budget was flat was the new up, because for the first time in several years across the board cuts were not needed. He stated the small increase in revenue helped cover the unavoidable increases, such as employee merit and Public Employees Retirement System (PERS) rate increases.

Commissioner Hartung said he understood the property taxes were capped, but asked when the assessments went up did people generally pay more because the house was assessed at a higher value. Mr. Slaughter said the 3 percent cap for residential and 8 percent cap for commercial properties was the most the taxes could be raised. Commissioner Hartung said that meant the increase could not go up more than 3 percent, even though the assessed value might climb at a much higher rate. Mr. Slaughter said that was correct. He stated everyone was worried about the increasing property values when those caps were put into place, but there was no thought about what would happen when the property values declined and the climb out of that decline started to occur. He said now every jurisdiction statewide was facing that issue. Commissioner Hartung asked if that could be something the Legislature might revisit. Mr. Slaughter said a discussion was occurring statewide and was very loud in Southern Nevada, but he did not know if the discussion would gain any ground anytime soon.

Mr. Slaughter noted there probably would never be the additional funding resources that would allow things to return to the way they were before the recession. He said that meant the County needed to continue to find efficiencies, so its limited resources could be focused on the highest strategic priorities. He stated any above-base requests would need to be linked to the strategic priorities and those requests should be made only after exhausting all other attempts to meet the service level requirements.

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkbigler, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 15 be accepted.

14-83 AGENDA ITEM 19 – REPORTS AND UPDATES

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

Commissioner Hartung said he attended the Investment Committee meeting, and he reported the County's investments were doing okay given the market environment. He said the County's conservative approach in its investment strategy allowed the County to maintain its capital and not put it on the line, which was a wise approach to take. He stated the Nevada Lands Task Force meeting was held on Friday, and he asked staff to supply the Commissioners with the report Mike Baughman gave that listed the adjoining states that regained control of their lands and the revenue sources. He felt that information would be helpful to look at so similar issues could be compared, and to do the math. He said he was skeptical about this in the beginning, but the way the numbers were looking, it got his attention. He reiterated it was not the County's decision. He said he would deliver the County's position to the Task Force, which would deliver the entire position to the State to make the ultimate decision on whether to move forward.

Commissioner Hartung said staff was programmatically looking at how the County dealt with infestations of bedbugs. He said Social Services had to deal with some infestations when pulling kids out of an at risk environment when they had bedbugs in their personal belongings, which made the County liable for the infestation occurring in a foster home. He believed there were some ways to reduce the County's exposure. He said once the protocols were changed, he wanted to bring them back to the Commission and to have staff periodically report on what the expenditures were after the change and what they were now. He said he would also like to move into a training program to train Social Services staff and many of the first responders how to deal with the infestations. He stated eventually that training program would be expanded and provided to the area's resort community, because it affected the area's bottom line. Vice Chairperson Weber asked if this should start with Social Services or the Health Department. Commissioner Hartung said it broached a lot of arenas, but it was intended to start in Social Services. Vice Chairperson Weber stated staff already knew this could be an agenda item, and once the information was before the Board, we could determine if that was the direction the Board wanted to go. Commissioner Hartung said those were policy changes that started with Social Services, and he did not know if the Board made those kinds of basic decisions. Vice Chairman Weber said staff should figure that out and should bring it back to the Board.

Commissioner Jung said there was a District Board of Health strategic retreat last week. She stated a self-assessment was done to identify where things were being done well, where they were not, and the reasons why. She said three areas were identified where work was needed, and the first was to have a real plan on the direction the District expected to go in the future. She noted a contract was signed with the new District Health Officer, Kevin Dick. She stated now that he was no longer the interim Officer, it would provide some much needed stability for the staff who had been on quite the rollercoaster ride. She said the District had been in need of somebody who would be a great administrator, and she believed he would do a great job because that was where his main strength was.

Commissioner Jung said she attended the Western Nevada Development Department's "Investing in Manufacturing Community Partnership Strategic Session," which came out of the Regional Jobs Network. She said it was a federal designation for an area based on looking at what was already done in manufacturing. She stated the designation did not mean any more money, but would help when applying for grants, especially when looking at the drone industry and ramping it up to create jobs sooner rather than later. She said the District Board of Health directed staff to work in conjunction with Social and Adult Services on the cradle-to-grave issues. She said there would be a meeting of the Community Assistance Center Transitional Governing Board. She stated she heard Salt Lake City virtually eliminated homelessness by housing the homeless in abandoned homes, and she would ask them to do some research on doing that here. She said she would be attending the Nevada Association of Counties' (NACO's) video conference on aging.

Commissioner Berkbigler said Friday she attended the Regional Shared Federal Framework meeting and was preparing for the Washington, D.C. trip to address the Regional Shared Federal Framework issues and other issues specific to Washoe County. She said the Internal Audit Committee would be meeting on February 5th, and Tahoe Regional Planning Agency (TRPA) would be meeting tomorrow. She said TRPA and the Tahoe Transportation District (TTD) asked her to find an appointee to attend their meetings if she could not. She stated she was in the process of interviewing several people and would bring that back to the Board to ensure those people fit in with the County's needs as it related to those Boards. She said the TTD would be meeting on February 14, 2014. She stated she met with North Tahoe Fire Protection District (NTFPD) regarding fire suppression issues in Incline Village due to the dry climate.

Vice Chairperson Weber said the video conference on aging was canceled and would be held before the middle of March so the information could be used when looking at budgets. She stated there would be a NACO meeting on February 21st. She attended the Shared Federal Framework meeting, along with a NACO meeting. She said the Shared Federal Framework meeting discussed its objectives and what would be occurring in Washington, D.C. She stated she would be attending the American Public Transportation Association conference right after the other meetings in Washington, D.C. She stated the Reno Sparks Convention and Visitors Authority (RSCVA) meeting was held last week and the idea of doing a strategic planning session was brought up. She said the Chairman was putting something together, which could be a planning session or just a discussion. She said there would be a Nevada Works Board meeting on February 14th.

4:24 p.m. On motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried with Chairman Humke absent, the Board adjourned until the time certain for the Work Card Permit Appeal. It was further ordered that the meeting would be adjourned from the Caucus Room at the conclusion of the final Public Comment.

4:40 p.m. The Board convened in closed session for the purpose of hearing the Work Card Permit Appeal for Kathy Haaby.

5:27 p.m. The Board reconvened in open session.

14-84 AGENDA ITEM 18 – WORK CARD PERMIT APPEAL

Agenda Subject: “WORK CARD PERMIT APPEAL - Kathy Haaby”

On motion by Commissioner Jung, seconded by Commissioner Berkbigler, which motion duly carried, it was ordered that the appellant, Kathy Haaby, be granted the ability to be issued a Work Card Permit based on the information presented during the closed session.

14-85 AGENDA ITEM 22 – PUBLIC COMMENT

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

There was no response to the call for public comment.

* * * * *

5:31 p.m. There being no further business to discuss, on motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried, the meeting was adjourned.

DAVID HUMKE, Chairman
Washoe County Commission

ATTEST:

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

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

**SECOND AMENDMENT
TO
COOPERATIVE AGREEMENT FOR CONTRACTUAL
PROFESSIONAL AND ADMINISTRATIVE STAFF SERVICES**

The following Sections of the COOPERATIVE AGREEMENT (the "Agreement"), dated November 7, 2008, entered into between Washoe County (the "County"), a political subdivision of the State of Nevada, and the Western Regional Water Commission (the "WRWC"), a Joint Powers Authority created pursuant Chapter 531, Statutes of Nevada 2007, the "Western Regional Water Commission Act" and cooperative agreement under Chapter 277, Nevada Revised Statutes, are hereby amended to provide as follows:

2. TERM.

The term of this Agreement, unless otherwise terminated or extended as provided herein, shall be from the "Effective Date" of this Agreement, as further defined in Section 7, until June 30, 2015.

3.7 Services to WRWC and NNWPC. The County shall require the Assigned Employees to devote their productive time, ability and attention exclusively to the business of the WRWC and NNWPC during the term of this Agreement except, at the request of the Washoe County Director of Water Resources, and subject to availability as determined by and in the sole discretion of the WRWC Water Resources Program Manager designated in Exhibit B, the Assigned Employees may devote a portion of their productive time, ability and attention to tasks and duties for the benefit of the County, provided also that the performance of such tasks and duties does not conflict or interfere with the Services to be provided under Section 3.5, above. To the extent that the Assigned Employees perform such tasks and duties for the County, their corresponding wages, benefits, and allocated overhead (as defined in Section 4, below) shall be the sole responsibility of the County, shall be documented by written record, and shall not be subject to reimbursement as provided under Section 4, below. The provisions of this Section 3.7 shall be retroactive for the 2011 calendar year. The Assigned Employees shall not during the

14-62

normal working day, except as provided immediately above, directly or indirectly render any services of a business, commercial or professional nature to any person, firm or entity other than WRWC and the NNWPC.

4. REIMBURSEMENT.

For each year of this Agreement, or for future years of the Agreement should the Parties mutually agree to continue this arrangement, the WRWC will allocate sufficient resources in its annual budget to fully and promptly reimburse the County for the wages, benefits, and allocated overhead of the Assigned Employees attributable to providing the Services defined in Section 3.5, above. For budgeting purposes, compensation for the Services provided shall be set at a level sufficient and equivalent to cover fully the County's actual direct and indirect costs for the Services provided, including wages, hours, compensatory time, sick leave, special sick leave, annual leave, insurance premiums, worker's compensation coverage and claims, and all other benefits the County now provides, or may provide in the future. Reimbursable allocated overhead shall include, but not be limited to, the categories and items listed in Exhibit D, as the same subject to approval of the WRWC Water Resources Program Manager, to carry out the specific intention of the Parties to fully reimburse the County for all of its direct and indirect costs related to providing the Services. The County shall be responsible for the payment of any insurance and Worker's compensation claims that were made by the Assigned Employees prior to the Effective Date of this Agreement. Reimbursement will be in the form of a Journal Entry transferring funds from the Regional Water Management Fund to the County's Water Enterprise fund, and shall exclude documented wages, benefits, and allocated overhead attributable to tasks and duties performed by the Assigned Employees for the benefit of the County pursuant to Section 3.7, above. Such fund transfer shall occur at the end of each County two-week pay period except for reimbursement of allocated overhead which shall occur at least semi-annually.

Section 6 of the Agreement is hereby deleted in its entirety, and the following is inserted in its place and stead:

6. REFERENCES TO DEPARTMENT OF WATER RESOURCES.

Any references to the County's Department of Water Resources, or the Director of that department, in the Agreement, the First Amendment to the Agreement, or this Second Amendment to the Agreement,, shall be deemed to refer to the County's Community Services Department, or the Director of that department.

The Agreement as amended to include the revisions set forth above is incorporated herein by reference, and all other terms and conditions of the Agreement shall remain in full force and effect.

This Second Amendment is effective July 1, 2013, except as provided in Section 3.7, above, regardless of the dates of execution by the Parties ("Effective Date").

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment:

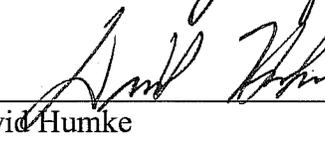
WESTERN REGIONAL WATER COMMISSION

WASHOE COUNTY

Dated this 10th day of December, 2013

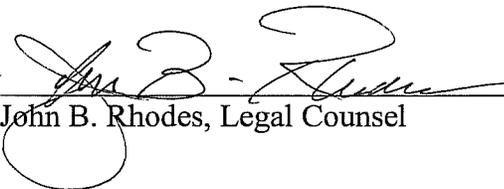
Dated this 20th day of January, 2013

By 
Mike Carrigan, Chairman

By 
David Humke
Chairman, Board of Commissioners

APPROVED AS TO FORM:
Rhodes Law Offices, Ltd.

APPROVED AS TO FORM:
Washoe County District Attorney

By 
John B. Rhodes, Legal Counsel

By 
Deputy District Attorney

**SECOND AMENDMENT
TO
COOPERATIVE AGREEMENT FOR CONTRACTUAL
PROFESSIONAL AND ADMINISTRATIVE STAFF SERVICES**

The following Sections of the COOPERATIVE AGREEMENT (the "Agreement"), dated November 7, 2008, entered into between Washoe County (the "County"), a political subdivision of the State of Nevada, and the Western Regional Water Commission (the "WRWC"), a Joint Powers Authority created pursuant Chapter 531, Statutes of Nevada 2007, the "Western Regional Water Commission Act" and cooperative agreement under Chapter 277, Nevada Revised Statutes, are hereby amended to provide as follows:

2. TERM.

The term of this Agreement, unless otherwise terminated or extended as provided herein, shall be from the "Effective Date" of this Agreement, as further defined in Section 7, until June 30, 2015.

3.7 Services to WRWC and NNWPC. The County shall require the Assigned Employees to devote their productive time, ability and attention exclusively to the business of the WRWC and NNWPC during the term of this Agreement except, at the request of the Washoe County Director of Water Resources, and subject to availability as determined by and in the sole discretion of the WRWC Water Resources Program Manager designated in Exhibit B, the Assigned Employees may devote a portion of their productive time, ability and attention to tasks and duties for the benefit of the County, provided also that the performance of such tasks and duties does not conflict or interfere with the Services to be provided under Section 3.5, above. To the extent that the Assigned Employees perform such tasks and duties for the County, their corresponding wages, benefits, and allocated overhead (as defined in Section 4, below) shall be the sole responsibility of the County, shall be documented by written record, and shall not be subject to reimbursement as provided under Section 4, below. The provisions of this Section 3.7 shall be retroactive for the 2011 calendar year. The Assigned Employees shall not during the

normal working day, except as provided immediately above, directly or indirectly render any services of a business, commercial or professional nature to any person, firm or entity other than WRWC and the NNWPC.

4. REIMBURSEMENT.

For each year of this Agreement, or for future years of the Agreement should the Parties mutually agree to continue this arrangement, the WRWC will allocate sufficient resources in its annual budget to fully and promptly reimburse the County for the wages, benefits, and allocated overhead of the Assigned Employees attributable to providing the Services defined in Section 3.5, above. For budgeting purposes, compensation for the Services provided shall be set at a level sufficient and equivalent to cover fully the County's actual direct and indirect costs for the Services provided, including wages, hours, compensatory time, sick leave, special sick leave, annual leave, insurance premiums, worker's compensation coverage and claims, and all other benefits the County now provides, or may provide in the future. Reimbursable allocated overhead shall include, but not be limited to, the categories and items listed in Exhibit D, as the same subject to approval of the WRWC Water Resources Program Manager, to carry out the specific intention of the Parties to fully reimburse the County for all of its direct and indirect costs related to providing the Services. The County shall be responsible for the payment of any insurance and Worker's compensation claims that were made by the Assigned Employees prior to the Effective Date of this Agreement. Reimbursement will be in the form of a Journal Entry transferring funds from the Regional Water Management Fund to the County's Water Enterprise fund, and shall exclude documented wages, benefits, and allocated overhead attributable to tasks and duties performed by the Assigned Employees for the benefit of the County pursuant to Section 3.7, above. Such fund transfer shall occur at the end of each County two-week pay period except for reimbursement of allocated overhead which shall occur at least semi-annually.

Section 6 of the Agreement is hereby deleted in its entirety, and the following is inserted in its place and stead:

6. REFERENCES TO DEPARTMENT OF WATER RESOURCES.

Any references to the County's Department of Water Resources, or the Director of that department, in the Agreement, the First Amendment to the Agreement, or this Second Amendment to the Agreement,, shall be deemed to refer to the County's Community Services Department, or the Director of that department.

The Agreement as amended to include the revisions set forth above is incorporated herein by reference, and all other terms and conditions of the Agreement shall remain in full force and effect.

This Second Amendment is effective July 1, 2013, except as provided in Section 3.7, above, regardless of the dates of execution by the Parties ("Effective Date").

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment.

WESTERN REGIONAL WATER COMMISSION

WASHOE COUNTY

Dated this 16th day of December, 2013

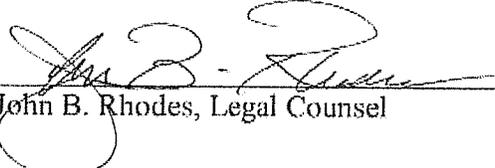
Dated this ___ day of _____, 2013⁴

By  _____
Mike Carrigan, Chairman

By _____
David Humke
Chairman, Board of Commissioners

APPROVED AS TO FORM:
Rhodes Law Offices, Ltd.

APPROVED AS TO FORM:
Washoe County District Attorney

By  _____
John B. Rhodes, Legal Counsel

By _____
Deputy District Attorney

**FIRST AMENDMENT
TO
COOPERATIVE AGREEMENT FOR CONTRACTUAL
PROFESSIONAL AND ADMINISTRATIVE STAFF SERVICES**

The following Sections of the COOPERATIVE AGREEMENT (the "Agreement"), dated November 7, 2008, entered into between Washoe County, a political subdivision of the State of Nevada (the "County"), and the Western Regional Water Commission, a Joint Powers Authority created pursuant Chapter 531, Statutes of Nevada 2007, the "Western Regional Water Commission Act" and cooperative agreement under Chapter 277 (the "WRWC"), or individually, "Party, or collectively, as the context requires, "Parties", are hereby amended to provide as follows:

2. TERM.

The term of this Agreement, unless otherwise terminated or extended as provided herein, shall be from the "Effective Date" of this Agreement, as further defined in Section 7, until June 30, 2014.

3.7 Services to WRWC and NNWPC. County shall require the Assigned Employees to devote their productive time, ability and attention exclusively to the business of the WRWC and NNWPC during the term of this Agreement except, at the request of the Washoe County Director of Water Resources, and subject to availability as determined by and in the sole discretion of the WRWC Water Resources Manager designated in Exhibit B, the Assigned Employees may devote a portion of their productive time, ability and attention to tasks and duties for the benefit of the County, provided also that the performance of such tasks and duties do not conflict or interfere with the Services to be provided under Section 3.5, above. To the extent that the Assigned Employees perform such tasks and duties for the County, their corresponding wages and benefits shall be the sole responsibility of the County, shall be documented by written record, and shall not be subject to reimbursement as provided under Section 4., below. The provisions of this Section 3.7 shall be retroactive for the 2011 calendar year. The Assigned

Employees shall not during the normal working day, except as provided immediately above, directly or indirectly render any services of a business, commercial or professional nature to any person, firm or entity other than WRWC and the NNWPC.

4. REIMBURSEMENT.

For each year of this Agreement, or for future years of the Agreement should the Parties mutually agree to continue this arrangement, the WRWC will allocate sufficient resources in its annual budget to fully and promptly reimburse the County for the wages and benefits of the Assigned Employees attributable to providing the Services defined in Section 3.5, above. For budgeting purposes, compensation for the Services provided shall be set at a level sufficient and equivalent to cover fully the County's actual costs for the Services provided, including wages, hours, compensatory time, sick leave, special sick leave, annual leave, insurance premiums, worker's compensation coverage and claims, and all other benefits the County now provides, or may provide in the future. The County shall be responsible for the payment of any insurance and Worker's compensation claims that were made by the Assigned Employees prior to the Effective Date of this Agreement. Reimbursement will be in the form of a Journal Entry transferring funds from the Regional Water Management Fund to the County's Water Enterprise fund, and shall exclude documented wages and benefits attributable to tasks and duties performed by the Assigned Employees for the benefit of the County pursuant to Section 3.7, above. Such fund transfer shall occur at the end of each County two-week pay period.

The Agreement as amended to include the revisions set forth above is incorporated herein by reference, and all other terms and conditions of the Agreement shall remain in full force and effect.

This Amendment is effective July 1, 2011, except as provided in Section 3.7, above, regardless of the dates of execution by the Parties ("Effective Date").

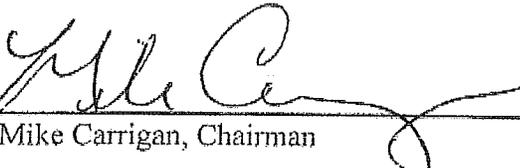
IN WITNESS WHEREOF, the Parties hereto have executed this Amendment.

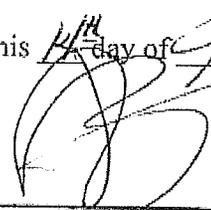
WESTERN REGIONAL WATER COMMISSION

WASHOE COUNTY

Dated this 19th day of May, 2011

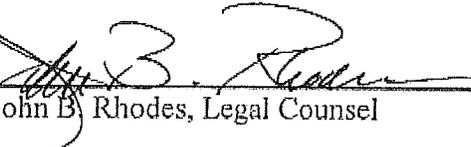
Dated this 14th day of June, 2011

By 
Mike Carrigan, Chairman

By 
Chairman, Board of Commissioners

APPROVED AS TO FORM:
Rhodes Law Offices, Ltd.

APPROVED AS TO FORM:
Washoe County District Attorney

By 
John B. Rhodes, Legal Counsel

By 
Deputy District Attorney

**COOPERATIVE AGREEMENT FOR CONTRACTUAL
PROFESSIONAL AND ADMINISTRATIVE STAFF SERVICES**

This Cooperative Agreement is made and entered into this 11th day of November, 2008, by and between Washoe County, a political subdivision of the State of Nevada ("County"), and the Western Regional Water Commission, a Joint Powers Authority created pursuant Chapter 531, Statutes of Nevada 2007, the "Western Regional Water Commission Act" and cooperative agreement under Chapter 277 ("WRWC"), or individually, "Party, or collectively, as the context requires, "Parties".

WHEREAS, the Parties are public agencies authorized by Chapter 277 of the Nevada Revised Statutes to enter into interlocal and cooperative agreements with each other for the performance of governmental functions; and

WHEREAS, the County desires to provide to the WRWC on a contractual and reimbursable basis the services of certain County employees from the County's Department of Water Resources, who have historically been fully dedicated to supporting and performing the duties, functions and responsibilities necessary and proper for the planning and implementation of regional water matters; and

WHEREAS, the WRWC desires to utilize the resources and services of these certain County employees as contract service providers to perform duties, functions and responsibilities necessary and proper for the planning and implementation of regional water matters; and

WHEREAS, the County and the WRWC wish to formalize this Agreement to provide for the assignment of certain County employees (hereinafter "Assigned Employees") to the WRWC, on a contractual and reimbursable basis, to provide appropriate administrative and professional services for the planning and implementation of regional water matters for the WRWC and the Northern Nevada Water Planning Commission ("NNWPC");

NOW THEREFORE, based upon the foregoing recitals, and in consideration of the mutual promises and benefits to be exchanged, it is agreed between the Parties as follows:

1. PURPOSE.

The purpose of this Agreement is to provide the WRWC and the NNWPC with appropriate administrative and professional staff services for the planning and implementation of regional water matters as requested by the WRWC and the NNWPC and according to the WRWC's Work Plan, and adopted annual budget, subject to reimbursement as provided herein.

2. TERM.

The term of this Agreement, unless otherwise terminated or extended as provided herein, shall be from the "Effective Date" of this Agreement, as further defined in Section 7, until June 30, 2011.

3. ASSIGNED EMPLOYEES AND SCOPE OF SERVICES.

3.1 Assigned Employees. As of the Effective Date of this Agreement, the County shall assign the employee(s) identified in Exhibit A (Support Staff) to perform administrative support services for the NNWPC, and the employees identified in Exhibit B (Professional Staff) to perform professional services for the WRWC and NNWPC. Services to be performed by the Assigned Employees are further defined in Section 3.5.

3.2 Employee Status. Assigned Employees retain all rights and status of Washoe County employees and are subject to all County employment, ethics, and operational policies and procedures.

3.3 Support Staff. In the event the County must select and assign other County personnel to perform the Support Staff services under this Agreement, the County shall consult with WRWC and NNWPC regarding recruitment process and selection criteria and the County shall select and assign new or existing County personnel to perform such services.

3.4 Professional Staff. With the prior written consent of the Professional Staff, the County may provide written drafts of its employee performance evaluation of the Professional Staff to the WRWC for comment at the WRWC's April meeting of each year. The WRWC shall provide oral or written comments to Washoe County's Water Resources Department Director on the draft evaluations and shall indicate as part of these comments whether the WRWC desires to retain such Professional Staff in their capacity under this Agreement for the next fiscal year. County agrees to give consideration to the performance evaluation comments by the WRWC in County's employment evaluation of the Professional Staff. In the event WRWC wishes to replace these employees, or in the event such employees leave County employment or are otherwise terminated by the County, County and WRWC shall confer to determine a replacement/recruitment schedule and process. County shall use its best efforts to replace such employees, subject to the consent of the WRWC, which consent shall not be unreasonably withheld.

3.5 Scope of Services. The services provided hereunder by the Assigned Employees shall include the performance of administrative support and professional services necessary to facilitate the WRWC's achieving its program goals as outlined in the draft Work Plan reviewed by the WRWC on May 16, 2008, attached hereto as Exhibit C and incorporated herein by reference, and the WRWC Budget adopted annually, as they are both from time to time revised or amended. Additional professional services shall include the preparation, publication and administration of requests for qualifications, proposals, or bids; the preparation and administration of contracts in

accordance with applicable provisions of state law for the purchase of supplies, materials, equipment, contractual and consulting or professional services required by the NNWPC and WRWC; and the preparation of recommendations and staff reports for the WRWC and the NNWPC (collectively, "Services"). No member of the WRWC Board of Trustees may request the Assigned Employees to perform any services outside the scope of the Work Plan, unless such request is approved by a vote of the WRWC Board.

3.6 Direction and Supervision. The County shall require the Washoe County Director of Water Resources to supervise the Assigned Employees in their performance of the Services contemplated hereunder. The Director shall take all steps necessary to ensure the full and competent performance of the Assigned Employees' duties and responsibilities, and shall emphasize the effective operation of the WRWC and the NNWPC. The Parties agree that during the performance of this Agreement, the Assigned Employees shall remain located at and operate from their current employment location in the Department of Water Resources. The Director shall monitor, review and authorize, if appropriate, all sick leave, vacation leave, continuing education and other such similar requests made by the Assigned Employees. County and WRWC agree that at the request of any Professional Staff, the Director and the Chair of the WRWC shall meet and confer to resolve any conflicts pertaining to the direction of such staff.

3.7 Services to WRWC and NNWPC only. County shall require Assigned Employees to devote their productive time, ability and attention during the normal working day exclusively to the business of the WRWC and NNWPC during the term of this Agreement. Assigned Employees shall not, during the normal working day, directly or indirectly render any services of a business, commercial or professional nature to any person, firm or entity other than WRWC and the NNWPC.

3.8 County Policies. County shall require Assigned Employees to abide by the policies, rules, regulations and current practices and usages applicable to County employees as established and amended by County from time to time. County shall require Assigned Employees to perform the duties and responsibilities faithfully and loyally consistent with those County Policies.

4. REIMBURSEMENT.

For each year of this Agreement, or for future years of the Agreement should the Parties mutually agree to continue this arrangement, the WRWC will allocate sufficient resources in its annual budget to fully and promptly reimburse the County for the wages and benefits of the Assigned Employees. For budgeting purposes, compensation for the Services provided shall be set at a level sufficient and equivalent to cover fully the County's actual costs for the services provided, including wages, hours, compensatory time, sick leave, special sick leave, annual leave, insurance premiums, worker's compensation coverage, and all other benefits the County now provides, or may provide in the future. County shall be responsible for the payment of any insurance and Worker's compensation claims that were made by the Assigned Employees prior to the Effective Date of this Agreement. Reimbursement will be in the form of a Journal Entry

transferring funds from the Regional Water Management Fund to the Water Enterprise fund and such fund transfer shall occur at the end of each County two-week pay period.

5. TERMINATION.

5.1 Termination by Convenience. Either Party, in its sole discretion, may terminate this Agreement for the next fiscal year by providing sixty (60) days prior written notice to the other Party. Any notice of termination issued during any fiscal year for which the County has agreed to perform services outlined in the Work Plan or Annual Budget shall only be effective to the end of the fiscal year, that is, June 30th of such fiscal year.

5.2 Termination by Breach and Right to Cure. Either Party may terminate this Agreement if the other Party fails to perform its obligations under this Agreement. Prior to such termination, however, the Party seeking the termination shall give the other Party written notice of the breach and of the other Party's intent to terminate. If the Party has not entirely cured the breach within thirty (30) days of receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

5.3 Dissolution of WRWC. This Agreement shall terminate upon the dissolution of the WRWC; provided, however, the County shall be compensated from existing WRWC funds for any work it has performed prior to termination upon WRWC's dissolution.

6. COUNTY ADMINISTRATIVE AND SYSTEM SERVICES.

County agrees to continue to provide at its sole cost and expense all employee and human resource services for the Assigned Employees, including administration of the systems and packages currently received by Assigned Employees for payroll, worker's compensation, dental, vision and health insurance and other employee wage and benefit programs currently received by Assigned Employees. The County agrees to provide administration of worker's compensation claims, insurance claims and safety and risk management services for the Assigned Employees who are contract service providers for this Agreement. Except as provided in any subsequent interlocal agreement between the Parties, other services than those herein described may be requested by the WRWC, and may be provided by County, at the County's sole discretion.

7. EFFECTIVE DATE.

Upon the ratification by the governing boards of the Parties, the provisions of this Agreement shall be retroactive to July 1, 2008.

MISCELLANEOUS

8. ARBITRATION.

8.1 Disputes or claims arising out this Agreement, which cannot be resolved by negotiation, shall be settled by arbitration in accordance with NRS Chapter 38 (Uniform Arbitration Act of 2000). Either Party may demand arbitration in writing. Within ten days from such demand, the Parties shall meet and confer regarding the selection of an arbitrator.

8.2 The Parties shall agree to the arbitrator within ten (10) days of the first meeting contemplated in 8.1 above. If the Parties cannot agree, the Parties shall each select a representative that is a practicing attorney who has been licensed in the State of Nevada for a minimum of fifteen (15) years. Those two individuals will then select the arbitrator who must be a practicing attorney licensed in Nevada for a minimum of fifteen (15) years.

8.3 The Parties shall set a date for arbitration within ten (10) days of selection of an arbitrator, and shall follow the procedures and rules set out in NRS Chapter 38 unless another set of rules and procedures are agreed upon.

8.4 Each Party shall pay one half of the bills and invoices for time and expenses submitted by the arbitrator and shall also bear its own costs of arbitration, including attorney's fees. Neither Party shall be deemed the prevailing Party for purposes of otherwise allocating costs and fees.

9. HOLD HARMLESS – LIABILITY.

The WRWC agrees, to the extent allowed by law pursuant to Chapter 41, Nevada Revised Statute, to indemnify and hold harmless County from and against all claims, causes of action or liability, including attorneys' fees for injury or death of any person or damage to property arising from, or connected to, the WRWC's negligence or wrongful misconduct, or the negligence or wrongful misconduct of its trustees, employees or agents, in connection with its performance of this Agreement. County agrees, to the extent allowed by law pursuant to Chapter 41, Nevada Revised Statute, to indemnify and hold harmless WRWC from and against all claims, causes of action or liability, including attorneys' fees, for injury or death of any person or damage to property arising from, or connected to, the County's negligence or wrongful misconduct, or the negligence or wrongful misconduct of its officers, employees or agents, in connection with the performance of this Agreement.

10. SEVERABILITY.

If any provision of this Agreement or its application is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall not be affected.

11. MODIFICATION.

This Agreement is the entire Agreement between the Parties. No change, extension, termination or attempted waiver of any of the provisions of this Agreement shall be binding on either Party unless executed in writing by each of the Parties.

12. ASSIGNMENT.

Delegation and No Third-Party Beneficiary. This Agreement is entered into solely for the benefit of the Parties hereto. It shall confer no benefits, direct or indirect, on any third persons, including employees of the Parties. No person or entity other than the Parties themselves may rely upon or enforce any provision of this Agreement. The decision to assert or waive any provision of this Agreement is solely that of each Party. Neither Party may assign any rights hereunder or delegate any duties hereunder without the prior written consent of the other Party, which consent may be withheld in its sole discretion.

13. NOTICES.

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 or a corporate 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 designated representative, whose name and contact information shall be made available and provided to each Party within ten (10) days of this Agreement's Effective Date. Any person may change its address for notice by written notice given in accordance with the foregoing provisions.

14. WAIVER.

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

15. GOVERNING LAW; VENUE.

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

16. MODIFICATIONS AND AMENDMENTS.

This Agreement may be modified or amended only by a writing signed by an authorized agent of the Party to be bound by the modification or amendment.

17. NON-LIABILITY OF INDIVIDUAL OFFICERS OR EMPLOYEES OF PARTIES.

No official or employee of any Party to this Agreement shall be personally liable to any other Party or any successor in interest, in the event of any default or breach by the Party or for any amount which may become due to any other Party or its successor, or as a result of any representation (except any representation regarding the authority to execute this Agreement), warranty or obligation under the terms of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this agreement on the dates below noted.

WESTERN REGIONAL WATER COMMISSION,
A political subdivision of the State of Nevada

By: [Signature]
Michael Carrigan, Chairman
Board of Trustees

STATE OF NEVADA

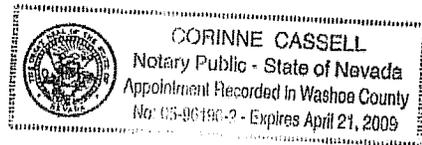
COUNTY OF WASHOE

On this 7th day of November, 2008, personally appeared before me, Notary Public, Mike Carrigan, known to me to be the Chairman of the Western Regional Water Commission, known to me to be the Chairman, who acknowledged to me that he executed the above instrument.

[Signature]
Notary Public

WASHOE COUNTY, a political
subdivision of the State of Nevada

By: [Signature]
Robert M. Larkin, Chairman 10/14/08
Washoe County Commission



ATTEST

[Signature]
Amy Harvey, Washoe County Clerk

10/14

Exhibit A – Support Staff

- June Davis, Administrative Secretary

Exhibit B – Professional Staff

- Jim Smitherman, Water Resources Program Manager
- Chris Wessell, Water Management Planner

Exhibit C – Work Plan Reviewed by WRWC on May 16, 2008

Proposed Western Regional Water Commission Work Plan

Recommended near-term items

(SB 487 / JPA)

1. Plan for the **scheduling and delivery of water resources** held by public purveyors to maximize the yield of regional water resources and facilitate the cooperative administration of regional water conveyance and treatment facilities for the benefit of the public purveyors and members.
2. Plan for maximizing **conjunctive use** by the public purveyors and members, i.e., the combined use of surface water, groundwater and reclaimed water systems to optimize resources, including an analysis of legal and procedural barriers to an optimized conjunctive use program.
3. **Water conservation** plan for municipal, industrial and domestic water resources within the planning area, including recommendations for water conservation agreements among water purveyors and local governments.
4. Plan the process for the **establishment of future service territories** within the planning area in which the public purveyors and all systems for the supply of water resources which are controlled or operated by the public purveyors and members may provide new retail or wholesale water resources to new customers.

(RWPC / Staff Recommendations)

5. Watershed-based water quality planning, including a plan for the development of a **Truckee River third-party total maximum daily load (TMDL)** for nutrients among affected entities and regulatory agencies.
6. Develop an **integrated water resources management plan for the north valleys** including water supply, wastewater, reclaimed water, storm water and flood control.
7. Develop a **regional hydrologic model** to evaluate changes in land use in the Truckee Meadows and the effect on Truckee River flood hydrology, working in conjunction with the Truckee River Flood Project.
8. Existing, ongoing water conservation projects, recommended by the RWPC:
 - Water Audit Program
 - Annual maintenance of Washoe Evapotranspiration (ET) Project
 - Certified Landscape Technician Exam Program
 - Additional projects as developed

9. Complete the RWPC-recommended projects in progress and receive the ongoing services listed below:

Name	Provider	Percent Complete	Balance Remaining	Notes
Hydrologic Criteria & Drainage Design Manual	WRC	99%	\$2,389	Final product being compiled for delivery
Flood Storage Volume Mitigation – Phase II	Nimbus Engineers	70%	12,075	Final report being reviewed
WaterWise Program – Watershed Based Educational Program	City of Reno, Sparks, UNR	71%	8,785	Ongoing program
Groundwater Monitoring Program Using Satellite Radar Images	Dr. Gary Oppliger	30%	29,358	Ongoing, year 2 of 2-year program
Minutes for Water Planning Commission meetings	Niki Linn	69%	4,060	Ongoing
Minutes for WPC subcommittee meetings	Niki Linn	52%	8,080	Ongoing
North Valleys Flood Storage Mitigation Project - Phase II	City of Reno	93%	30,822	Final report delivered 6/07, final bill being prepared
Sparks TMSA/FSA Facility Plan	Stantec	100%	105,716	Final plan delivered 1/08, final bill being prepared
Plan Update Assistance	ECO:LOGIC	69%	7,686	Ongoing
Plan Update editing & formatting	Niki Linn	0%	20,000	Ongoing
Nevada Field Guide for Construction site BMP's	City of Reno	0%	10,000	Publication expected 8/08
Washoe ET Program	DRI (Desert Research Institute)	27%	15,092	Ongoing
River Construction Site Permitting Handbook & Web-based Info.	Kennedy Jenks	0%	49,640	WRWC approval 4/11/08
Silver Lake Playa LOMR Education	City of Reno	0%	77,072	WRWC approval 4/11/08

Recommended intermediate- or long-term items

(SB 487 / JPA)

1. Develop an updated **comprehensive plan** by 2011, through the Water Planning Commission
2. Study and make recommendations to members regarding **water conservation ordinances or tariffs** to implement the water conservation plan and the comprehensive plan.
3. Evaluate and develop recommendations regarding the **consolidation of public purveyors** in the planning area as part of the comprehensive plan.
4. Plan for **water resources shortage sharing** among purveyors, and implement the plan with the approval of all affected entities.

(RWPC / Staff items)

5. Plan for the expansion and **regional integration of reclaimed water systems** and analyze legal and procedural barriers to expanded uses of reclaimed water.
6. Investigate and evaluate the **water quality effects caused by septic systems** in priority areas.
7. Examine the status of the science concerning climate change and consider the possible effects to the region.

INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

**Department of Employment, Training and Rehabilitation
Rehabilitation Division
Business Enterprises of Nevada
Tami-Nash ~ tnash@nvdetr.org
500 East Third Street
Carson City, NV 89713
ph: (775) 684-3900 ~ fx: (775) 684-3848**

and

**Washoe County
P.O. Box 11130
Reno, NV 89520
Wendy Pitts ~ wpitts@washoecounty.us
ph: (775) 328-2045 ~ fx: (775) 328-3699
EIN 88-600138
T40283400**

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 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 from upon approval to September 30, 2017, 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 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.

14-6-17

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: STATEMENT OF STIPULATIONS
ATTACHMENT B: WASHOE COUNTY SNACK BAR and VENDING LOCATIONS

7. CONSIDERATION. Business Enterprises of Nevada (BEN) agrees to provide a vendor or operator to provide services set forth in paragraph six (6). 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 and 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 and 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.
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

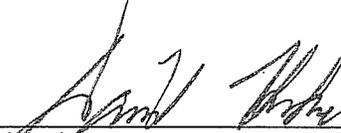
through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

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).
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.

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

Washoe County

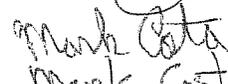
 1-28-14

David Humke Date Washoe County Chairman Title

Department of Employment, Training and Rehabilitation

 2-10-14

Shelley Hendren Date Administrator, Rehabilitation Division Title

for 
 2-19-14

Frank Woodbeck Date Director, Department of Employment, Training and Rehabilitation Title

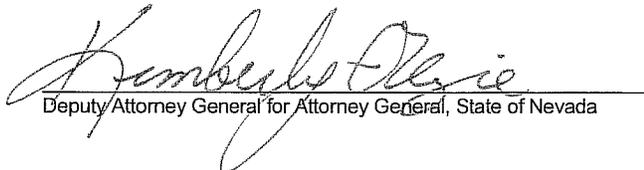
N/A

Signature – Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On _____
(Date)

Approved as to form by:



Deputy Attorney General for Attorney General, State of Nevada
On 2/20/14
(Date)

Attachment AA
STATEMENT OF STIPULATIONS

Department of Employment, Training and Rehabilitation
Rehabilitation Division
Business Enterprises of Nevada

and

Washoe County

Pursuant to the provisions of NRS 277.180 by and between the Washoe County, hereinafter individually referred to as "COUNTY" and the Rehabilitation Division of the Department of Employment, Training and Rehabilitation hereinafter referred to as "AGENCY".

Snack Bar and Cafeteria Services

1. As used in this Statement of Stipulations, the term "AGENCY" means the Rehabilitation Division of the Department of Employment, Training and Rehabilitation. The term "OPERATOR" means the licensed BEN operator assigned to the COUNTY location(s) and the snack bar or vending sites within each COUNTY location.
2. This Interlocal Agreement covers snack bar and/or vending services and all subcontractors partnering with the AGENCY or a designated OPERATOR at any and all COUNTY locations outlined in Attachment BB – Washoe County Snack Bar and Vending Locations. Additional locations may be added upon approval of the AGENCY and the COUNTY. The AGENCY reserves the right to decrease the number of locations as deemed in best interest of the State.
3. Hours of Operations: Vending services will be available during those hours as agreed upon between each OPERATOR and the manager(s) of each individual COUNTY location. Snack bars will operate during the hours agreed upon between each OPERATOR and the manager(s) of each individual COUNTY location.
4. The AGENCY will ensure that the OPERATOR will prepare a menu of meals, meal items, snacks and beverages including any special menu items for display, with prices, at the each individual COUNTY location.
5. The AGENCY will assure, through the OPERATOR, the sanitary operation of each individual snack bar/cafeteria COUNTY location. Janitorial services for all kitchen areas and eating areas will be paid by the AGENCY or the OPERATOR.
6. The COUNTY will be responsible for all utility costs assigned to the vending area to include electricity, gas, water and rubbish disposal.
7. The OPERATOR assigned each individual COUNTY location will be responsible for his/her own phone bills. The authority responsible for the management of each COUNTY location will provide appropriate access to phone lines and phone jacks in each snack bar/cafeteria area.
8. The AGENCY will ensure vending machines owned or operated by the AGENCY or vending machines owned or operated by the OPERATOR located within COUNTY property will be

maintained with a sufficient supply of snacks, sodas or other beverages. Vending machines will be cleaned and maintained by the OPERATOR in accordance with manufacturer instructions. Recycling containers will be emptied on a routine basis. Complaints regarding machine malfunction or supply concerns will be addressed by the OPERATOR within 2 business days.

9. The AGENCY will ensure the assigned OPERATOR is responsible for secured, on-site storage of all food products. Because storage space is frequently limited, food products will be appropriately, separately, securely stored and accessible only by authorized personnel.
10. The AGENCY will assure, through the OPERATOR, all dining areas are maintained in a clean and sanitary manner. Tables and chairs will be wiped down frequently during periods of heavy use so as to maintain an attractive and sanitary appearance.
11. As required by SAM 0333.0 locations where vending machines dispensing beverages in aluminum cans, or contracts with an outside vending provider to service vending machines dispensing beverages in aluminum cans are provided, the AGENCY will ensure (a) a bin or other suitable receptacle for the collection of empty cans is provided and (b) will ensure recyclable materials are periodically collected and delivered to an appropriate recycling center or non-profit organization that collect cans.
12. The AGENCY will ensure that the OPERATOR complies with the security procedures and guidelines as established by the manager each individual COUNTY location. The location manager shall provide the OPERATOR keys as appropriate for facility, food preparation, storage and distribution areas. As appropriate, the OPERATOR will be issued a security card or pass for access to the building.
13. The AGENCY will address and assist the OPERATOR to resolve any quality and quantity control issues or any other matters arising as a result of this Statement of Stipulations.
14. The AGENCY will ensure the OPERATOR will comply fully with all applicable health codes and post, in a conspicuous location, the rating achieved on the most recent health inspection.
15. The AGENCY will periodically request feedback from the COUNTY as to the quality of services provided by the OPERATOR to each individual COUNTY location as well as the cleanliness of the operation and the quality of customer service.

Attachment BB
WASHOE COUNTY SNACK BAR and VENDING SITES

Washoe County Family Court
1 South Sierra Street
Reno, NV 89501

Washoe County Courthouse
75 Court Street
Reno, NV 89501

Washoe County Administrative Buildings
1001 9th Street
Reno, NV 89501

Regional Public Safety Training Center
5190 Spectrum Boulevard
Reno, NV 89512

Washoe County Sheriff Office
911 Parr Boulevard
Reno, NV 89512

Bowers Mansion Pool
(located in Washoe Valley on Old US 395)
4005 US Highway 395 North
Carson City, NV 89701

Washoe County Senior Services
1155 East 9th Street
Reno, NV 89512

Washoe County Library (Downtown)
301 South Center Street
Reno, NV 89501

Washoe County Library (Spanish Springs)
7100-A Pyramid Lake Highway
Sparks, NV 89436

Washoe County Library (South Valleys)
15650-A Wedge Parkway
Reno, NV 89511

Washoe County Public Defender
350 South Center Street, 5th Floor
Reno, NV 89520

Washoe County Library (Sparks)
1125 12th Street
Sparks, NV 89431

Washoe County Animal Services
2825-A Longley Lane
Reno, NV 89502

Washoe County Emergency Management
5195 Spectrum Boulevard
Reno, NV 89512

Washoe County Water Resources/Operations
4930 Energy Way
Reno, NV 89502

Additional locations may be added upon approval of the AGENCY and the COUNTY. The AGENCY reserves the right to decrease the number of locations as deemed in best interest of the State.

**AMENDMENT #2
INTERLOCAL CONTRACT
BETWEEN THE LAS VEGAS METROPOLITAN POLICE DEPARTMENT AND
THE WASHOE COUNTY BOARD OF COUNTY COMMISSIONERS ON BEHALF OF THE
WASHOE COUNTY SHERIFF'S OFFICE**

WHEREAS, Las Vegas Metropolitan Police Department ("LVMPD") and the Washoe County Board of Commissioners on Behalf of the Washoe County Sheriff's Office (the "Subrecipient"), entered into an Interlocal Agreement on September 8, 2011 ("Original Agreement"); and

WHEREAS, LVMPD extended the grant expiration date to October 31, 2013, via a letter consistent with the terms of the original Interlocal Agreement Section 6.a; and

WHEREAS, LVMPD has agreed to provide additional FY 11 Internet Crimes Against Children Continuation grant funds (the "Funds") to the Subrecipient, such funding to be administered by the LVMPD (County and Subrecipient referenced collectively as "the parties"), for support of investigations related to internet crimes against children (ICAC) as defined in Exhibit "A", "Expenditures Eligible for Reimbursement"; and

WHEREAS, the Subrecipient intends to use the funds to conduct investigations of child sexual exploitation; and

WHEREAS, NRS 277.180 permits one or more public agencies to contract with any one or more public agencies to perform any governmental service, activity or undertaking that any of the public agencies entering into the contract is authorized to perform by law.

NOW, THEREFORE, in accordance with NRS 277.180 and related regulations, the parties hereto agree to amend the Interlocal Contract Between the Las Vegas Metropolitan Police Department and the Washoe County Board of Commissioners on Behalf of the Washoe County Sheriff's Office dated September 8, 2011 as follows:

1. Section 1 is deleted and replaced as follows: LVMPD shall provide a maximum of TWO HUNDRED AND TWO THOUSAND THREE HUNDRED FIFTY-SEVEN DOLLARS AND FIFTY CENTS (\$202,357.50) from Fiscal Year 2011 Internet Crimes Against Children Continuation grant funds to be used for the investigation of child sexual exploitation.
2. "May 31, 2013" is deleted from Section 6.a. and replaced with "May 31, 2014."
3. Exhibit "A" which is entitled "Attachment "A" in the Original Agreement is removed and replaced with Exhibit A attached hereto this agreement amendment and incorporated by reference.
4. Exhibit "B" referenced in Section 4 of the Original Agreement shall be removed and replaced with Exhibit "B" attached hereto this agreement amendment and incorporated by reference.

All other terms and conditions of and exhibits to the agreement dated September 8, 2011 remain in effect.

ME2

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**AMENDMENT #2
INTERLOCAL CONTRACT
BETWEEN THE LAS VEGAS METROPOLITAN POLICE DEPARTMENT AND
THE WASHOE COUNTY BOARD OF COUNTY COMMISSIONERS ON BEHALF OF THE
WASHOE COUNTY SHERIFF'S OFFICE**

ENTERED INTO this _____ day of _____, 2013.

ATTEST:

By: Annamarie Robinson
Annamarie Robinson,
LVMPD Fiscal Affairs Committee Clerk

LVMPD

By: Douglas C. Gillespie
Douglas C. Gillespie, Sheriff
Las Vegas Metropolitan Police Department

Date: 12-18-13

Date: 12/16/13

APPROVED AS TO FORM:

By: Charlotte Bible
Charlotte Bible, Assistant General Counsel

Date: 11/27/13

ATTEST:

By: Nancy Parent
Nancy Parent
County Clerk
Date: 1-28-14

Washoe County Board of Commissioners on
Behalf of the Washoe County Sheriff's Office

By: David Humke
David Humke
Chair, Board of County Commissioners

Date: 1-28-14

APPROVED AS TO FORM:

By: Mary Kandaras
Mary Kandaras, Washoe County Deputy District Attorney

Date: 11/25/2013

EXHIBIT "B"

LOCAL and FEDERAL ASSURANCES

Financial and Project Activity Assurances

Upon acceptance of funding from LVMPD, the lead governmental unit hereby agrees to the following financial and project activity assurances governing the transfer of funds.

1. A quarterly Financial Report shall be submitted to Las Vegas Metropolitan Police Department not later than 15 days following the end of the modified quarter schedule below:
June 1-August 31
September 1-November 30
December 1-February 28
March 1-May 31

Requests for reimbursement must be submitted using the LVMPD Quarterly Financial Report form and shall include copies of paid invoices and appropriate payroll documentation as applicable. Unless approved by LVMPD, late reports could delay reimbursement.
2. The final Financial Report must be submitted to LVMPD no later than 30 days following the end of the contract period. Unless approved by LVMPD, late reports could result in non-payment of final claim.
3. LVMPD retains the right to terminate this contract for cause at any time before completion of the program when it has determined that the subgrantee has failed to comply with the conditions of this agreement.
4. Financial management must comply with the requirements of OMB Circulars A-102 or A-110, whichever is applicable to your organization.
5. All grant expenditures are to be reasonable and allowable in accordance with OMB Circular A-21, A-87 or A-122, whichever is applicable to your organization, and which are incorporated into this agreement by reference.
6. All grant expenditures are to be made in accordance with the interlocal contract, and within current DOJ and grant specific guidelines. Modifications must be requested and approved in advance by submitting an LVMPD Project Change Request form to LVMPD.
7. Grant revenue and expenditure records must be maintained and made available to the LVMPD for audit.
8. Subgrantees shall comply with the audit requirements of the Single Audit Act Amendment of 1986 and OMB Circular A-133, which is incorporated into this agreement by reference, to include the required submission of the most recent annual independent audit, as prescribed in sections 310 and 315 and section 320, paragraph f.
9. Subgrantees that are institutions of higher education, hospitals or other non-profit organizations shall comply with the audit requirements of OMB Circular A-110, Attachment F.
10. Required documentation for the performance of internal audits must be provided to LVMPD within 30 days of request. Grant closeout is contingent upon LVMPD audit and resolution of any discrepancies

11. The subgrantee agency is required to submit quarterly financial and project activity reports to LVMPD. Due dates for those reports are as follows:

December 15 - (for reporting period September 1- November 30)
March 15 - (for reporting period December 1 to February 28)
June 15 - (for reporting period March 1 to May 31)
September 15 - (for reporting period June 1 to August 31)

The reports should be completed in accordance with the following format and standards:

12. **Project Activity Report** – A narrative status report describing program accomplishments with respect to meeting stated objectives and completing the projects approved in the allocation of funding. The subgrantee activities should be reported for the quarter and for the cumulative period from the grant award date. Report can be done in a memo format.
13. **Quarterly Financial Reports** – Complete and submit a Quarterly Financial Report form for all expenditures funded by the grant. This request will be accompanied by copies of paid invoices and other documentation required by LVMPD to substantiate the request for reimbursement.
14. **Project Change Request** – Grant expenditures are authorized only for purchases and activities approved by DOJ under the grant application process. Any change in the project scope, needs to be submitted to LVMPD for submittal to DOJ for approval.
15. Funds granted are to be expended for the purpose set forth in the grant award and in accordance with all applicable laws, regulations, policies, and procedures of the State of Nevada and the applicable federal granting agency.
16. No expenditures will be eligible for compensation if occurring after the term of the interlocal contract.
17. If this grant funds any form of written or visual material that identifies employees of LVMPD, prior approval must be obtained from the LVMPD before publishing or finalization.
18. The subgrantee assures the fiscal accountability of the funds received from the LVMPD will be managed and accounted for by the jurisdiction's chief comptroller and internal control and authority to ensure compliance with LVMPD documentation, record keeping, accounting, and reporting guidelines will reside with that individual.
19. The subgrantee shall neither assign, transfer nor delegate any rights, obligations or duties under this interlocal contract without prior approval of LVMPD.
20. To the extent permitted by law, the subgrantee will indemnify, save and hold LVMPD and its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this agreement by subgrantee or its agents or employees.
23. Subrecipient shall comply with the investigative standards detailed in the Internet Crimes Against Children Operational and Investigative Standards.

FEDERAL ASSURANCES

The subrecipient hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).

7. If a governmental entity:

it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and

- a. it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

FEDERAL CERTIFICATIONS

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Subrecipients should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Acceptance of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying," 2 CFR Part 2867, "DOJ Implementation of OMB Guidance of Nonprocurement Debarment and Suspension," and 28 CFR Part 83, "Government-wide Debarment and Suspension," and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 2 CFR Part 2867, for prospective participants in primary covered transactions, as defined at 2 CFR Section 2867.20(a):

A. The subrecipient certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 83, Subpart F, for grantees, as defined at 28 CFR Sections 83.620 and 83.650:

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted

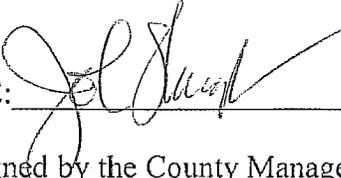
(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

As the duly authorized representative of the subrecipient, I hereby certify that the subrecipient will comply with the above assurances and certifications.

NAME: _____ TITLE: _____

SIGNATURE:  _____ DATE: 1/29/14

* Must be signed by the County Manager/Chief Financial Officer, the Tribal Chairman/designee or the state agency director as appropriate

EXHIBIT "A"

**FY 11 Washoe County Internet Crimes Against Children Budget
2011-MC-CX-K002**

September 1, 2011 through May 31, 2014

Item	AMENDED BUDGET 10/1/13
Personnel	
Overtime	\$ 70,602.00
Subtotal	\$ 70,602.00
Travel	
Forensic Training (Encase, FTK, FLETC, Paraben, A+, Net+, NW3C, Etc.)	\$ 25,180.56
National ICAC Conference	\$ 4,328.20
Dallas CAC Conference	\$ 10,550.00
Subtotal	\$ 40,058.76
Equipment	
Upgrades to existing software (Anti-Virus, vmware, snagit, etc)	\$ 6,329.72
Gateway Undercover Computers	\$ 1,099.98
27" LCD Monitor	\$ 335.60
Wireless Desktop	\$ 83.10
Tryless Hot Swap Box	\$ 17.61
Pass Through Device	\$ 689.88
Core i7-3930k Processor	\$ 1,240.42
Vertex Sata III	\$ 1,103.30
Mini Tower	\$ 122.83
Core i7 3770k processor	\$ 359.17
Motherboard	\$ 170.14
16GB Kit	\$ 111.21
Blu Ray Writer	\$ 81.31
240GN 7mm SD	\$ 173.73
Monitors	\$ 1,200.00
Brother Laser Printer	\$ 620.00
Write Blockers	\$ 1,000.00
Imaging Computer	\$ 3,000.00
Computer Hardware & Accessories (Memory, Processor, Etc.)	\$ 5,800.00
Subtotal	\$ 23,538.00
Supplies/ Operating	
Misc Software (Adobe, Camtasia, Microsoft Office)	\$ 14,097.94
Forensic software (Encase, Tech Net, etc)	\$ 6,123.80
Subtotal	\$ 20,221.74

Other/Services	
Washoe Internet service	\$ 2,066.00
Wireless Internet/Cellular Fees	\$ 1,260.00
Subtotal	\$ 3,326.00
Other/Training	
EnCase Training/FTK Forensic Training/SANS/Blackbag/CEIC	\$ 37,692.00
Dallas CAC Conference	\$ 3,325.00
Cellebrite Certification & Forensics	\$ 3,594.00
Subtotal	\$ 44,611.00
GRAND TOTAL	\$ 202,357.50

**RESOLUTION
TO AUGMENT THE BUDGET OF THE WASHOE COUNTY GENERAL FUND**

WHEREAS, the Washoe County General Fund had an opening fund balance of \$2,441,997 not appropriated in fiscal year 2013-2014; and

WHEREAS, the Washoe County General Fund has the need for appropriation authority for previously approved but unbudgeted expenditures; and

WHEREAS, the General Fund Contingency may be required to fund future unbudgeted expenditures; and,

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

Section 1. That the budget of the Washoe County General Fund be adjusted as follows:

General Fund	
<u>Increase Revenues</u>	
General Fund Unappropriated opening fund balance (carryover)	\$2,441,997.00
<u>Increase Expenditures</u>	
C199999-710402 Undesignated Revenue settlement payments	\$ 959,364.00
C920301-781002 District Court Expansion project	660,214.00
IN11084-710100 Juvenile Services Medicaid Case Management	519,107.49
IN60233-710100 Sparks Justice Court Admin Assessment funds	19,406.00
IN60277-710100 Wadsworth Justice Court Admin Assessment funds	64,253.00
IN60235-710100 Incline Justice Court Admin Assessment funds	816.00
C189000-820000 Contingency	<u>218,836.51</u>
Total Increase in Expenditures	\$2,441,997.00

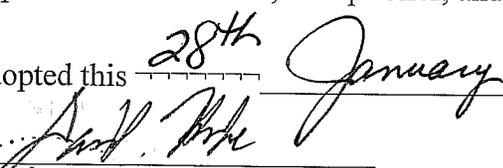
Movement of Cash for the above transactions in the General Fund

<u>Transfer of Cash out of Funds</u>	
C188500-814092 Transfer cash out of General Fund to Capital fund	\$ 660,214.00
C188500-812270 Transfer cash out of General to Other Restricted Fund	\$ 519,107.00
<u>Transfer of Cash into the Funds</u>	
C920301-621001 Transfer of cash into the Capital Fund	\$ 660,214.00
IN11084-621001 Transfer of cash into the Other Restricted Fund	\$ 519,107.00

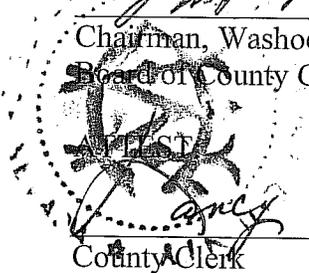
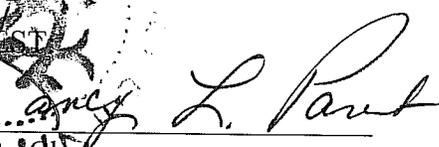
Section 2. This Resolution shall be effective on passage and approval.

Section 3. The County Clerk is hereby directed to distribute copies of the Resolution to the Department of Taxation, Comptroller, and the Budget Division.

Adopted this 28th January day of _____, 2014.



Chairman, Washoe County
Board of County Commissioners

County Clerk

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