

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

TUESDAY

10:00 A.M.

JULY 14, 2015

PRESENT:

Marsha Berkbigler, Chair
Kitty Jung, Vice Chair
Vaughn Hartung, Commissioner

Nancy Parent, County Clerk
John Slaughter, County Manager
David Watts-Vial, Legal Counsel

ABSENT:

Jeanne Herman, Commissioner
Bob Lucey, Commissioner

The Washoe County Board of Commissioners convened at 10:00 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, which was led by Arnie Maurins, Library Director, the Clerk called the roll and the Board conducted the following business:

15-0562 AGENDA ITEM 3 Public Comment.

Ana Sanchez, spoke of her family pug that was attacked by a pit bull on January 13, 2015. She stated she wanted to bring public awareness about dangerous dogs. She felt insurance companies should designate certain breeds of dogs as dangerous. She asked the County to research other Ordinances regarding pit bulls. She remarked recently the Reno police had to taser and shoot two pit bulls that got loose from their homeless owner. She asked the Board to take action and place restrictions against felons owning pit bulls. She asked Animal Control to create a link for frequently asked questions and statistics on their website. She shared that the Nevada Humane Society and the Society for the Prevention of Cruelty to Animals (SPCA) claimed that chihuahuas were first when it came to dog fights, dachshunds were second and pit bulls were a mere third place. She commented that Animal Control should report dog attacks by breed so that the public could be well informed when choosing a breed to fit their lifestyle.

Sam Dehne spoke regarding the Confederate flag and he only thought about brave men who fought and died for something they believed in. He stated he had been following the fire department situation for a long time and according to the media, Washoe County was filing charges for a million and half dollars in compensation because of the breakup of the departments a few years ago. He said the Washoe County fire departments had done a great job.

Dr. Georgene Chase, Smile Restore, introduced herself as a native Nevadan. She talked about her legendary grandmother who was the first hot lunch program teacher in the County. She stated that many people in the County were lacking when it came to dental care,

even if they had insurance. Many struggled just to put food on the table, much less pay for dental care. In 2008, when the economy collapsed, she started giving many of her dental services away in her private practice. Not wanting people to fall through the cracks, she supported people who had lost their jobs or did not have insurance. The first year she gave away \$72,000 of work; the next year was \$84,000; and last year she gave away \$92,000 of work. She opened Smile Restore, a non-profit dental clinic on Wells Avenue. The building was donated and she put \$68,000 of her own money into restoring it. She indicated it was not appropriate for the local hospitals to take care of dental issues because patients were given pain killers and antibiotics, which did not solve their dental problems. A patient she treated had a three-week hospital stay and upon discharge she was told she should probably get more antibiotics. The patient was not referred to a dentist even though she had two teeth that were bad. That incident cost the public a three-week hospital stay and the dental issue was not addressed. Dr. Chase submitted brochures which were placed on file with the Clerk and offered to come back to make an official presentation.

15-0563 **AGENDA ITEM 4** Announcements/Reports.

John Slaughter, County Manager, stated that Agenda Item 7, regarding the bid for the County Courthouse roof replacement, would be removed and brought back at a future date. He said the public hearing for Agenda Item 21, regarding the Southwest Gas franchise request, would be opened, but then continued at a later date. He noted Agenda Item 5J1 on the meeting of June 23rd misstated the expiration date for the reappointment of two individuals to the Washoe County Advisory Board to Manage Wildlife. The term was statutorily set for three years, so the expiration date should have been July 1, 2018. He said he discussed this issue with the District Attorney and the County Clerk. Mr. Slaughter received a letter from Michelle VanHorn regarding a seasonal employee, Recreation Specialist Shane Weckerly, who assisted with swim registration for her children. She wanted to thank Mr. Weckerly and all the swim instructors for their patience with the moms while they waited in line. She sincerely appreciated being greeted with a smile.

Commissioner Jung stated, with anticipation of the “Tesla effect”, she was concerned about how growth would affect the community. She introduced a panel for an economical development conference that Western Nevada Development District put on along with Washoe County and the Cities. She said one of the speakers at the Economic Development Conference spoke at length about the importance of knowing when a boom would be coming, how to engage people who lived here and how to anticipate who would be moving here. The gentleman spoke about a city in Arizona as an example of how they ensured the people who were attracted to the jobs were also attracted to the area. She requested a future agenda item for the approval of more than two hours of staff time to research the issue. She also requested a future agenda item to approve two hours of staff time for the review of the best practices for public agencies regarding telecommuting. She heard the most productive work did not happen in an office, but in the early morning, late at night and on the weekends. She wondered if it was possible to determine if a telecommuting model was best for public agencies. It would be difficult for Human Resources (HR) to ensure accountability, but she thought there might be opportunities to innovate. She asked Dr. Georgene Chase to come back and give a presentation on Smile Restore. She noted she recently took a tour of Crossroads and discovered that Dr. Chase had an office at the Crossroads facility. She also visited the Northern Nevada Mental

Health Facility, which was remodeled to house more people who would otherwise be on the streets. She addressed the dangerous dog determination issue and said some work was needed to make the website more user friendly for end users. Finally, she commented that Commissioner Lucey and Commissioner Herman were in Charlotte, North Carolina at the Nevada Association of Counties (NACO) meeting. She reported Commissioner Lucey was appointed to the National Transportation Steering Committee and he was the State delegate who represented Nevada to elect National executive staff.

Commissioner Hartung confirmed he had taken the tour of Crossroads with officials from Renown and he also worked with Renown and the DUI taskforce to try to find solutions to get more people into Crossroads and out of the system. The Crossroads program made people accountable, was very successful and he was interested to see it grow. He wanted to see Dr. Chase partner with the Compassion Community Clinic if possible. The liaison for the Compassion Community Clinic was Kathy Secrist and Commissioner Hartung thought it would be a good idea to have Ms. Secrist and Dr. Chase make a presentation to the Board at the same meeting. One of the problems was getting more dentists to donate their services as the waiting list consisted of hundreds of people that had dental issues.

Chair Berkbigler thanked staff for the Washoe County Mission and Vision wall art displayed in the Commission Chambers. She expressed her thanks to the County Manager and staff for keeping the Board focused and directed. She announced the Incline Village General Improvement District (IVGID) had been invited to make a presentation to the Board on August 25, 2015 at 3:00 p.m. She said the Board intended to support the Regional Governing Board, but there were some issues to address first. She requested staff to make a presentation regarding the Regional Governing Board budget in more detail including how many staff they had, what they were paid and what their jobs entailed. Next she discussed changes to smaller projects that did not substantially impact the Regional Governing Board and wondered if there were ways to restructure so not all projects had to go through them. She and the County Manager attended the Governors Conference on Economic Development and it focused on what was needed to house the people moving into the area due to growth. It was made clear that the housing projection numbers were much higher than the number of houses and the types of housing that would be available over the next five years. People who were moving to the area might not want to move onto one-acre lots, they might want efficiency, no-yard or multi-family housing. A greater discussion was needed regarding the creation of a Regional Governing Board. She stated that questions had surfaced about some of the master plans currently in place, but now Housing and Urban Development (HUD) rules had changed at the Federal level and some of the master plans could be in violation of current regulations. She thought this issue should be reviewed internally and brought back to the Board. She received a call from a constituent, stating they heard the County was considered a sanctuary County. County Manager, John Slaughter said he knew nothing about a change. Chair Berkbigler said she did not know how to get that designation, but it needed to come before the Board before a change could be made. She asked staff to research if there was a designation change.

Assistant District Attorney David Watts-Vial reminded the Board that since there were only three members of the Board present, any action would require a majority vote.

CONSENT ITEMS 5A THROUGH 5J3

- 15-0564** **5A** Approve minutes of the regular Washoe County Board of Commissioners meetings of May 26, June 9, and June 16, 2015.
- 15-0565** **5B** Approve reclassification request of a Principal Fiscal Analyst, pay grade S, to a Budget Manager, pay grade U as evaluated by Hay Group. [Net annual cost is estimated at \$21,483]. Human Resources. (All Commission Districts.)
- 15-0566** **5C** Approve the reorganization of the Incline Justice Court to include the reclassification of a full-time Deputy Clerk I position (Job Class No. 60001205, Position No. 70009155), pay grade J100 to a 30 hour/week part-time position; the reclassification of a 32 hour/week Interpreter/Clerk (Job Class No. 60001216, Position No. 70000136) to a full-time position, pay grade 135; and direct Human Resources to make all necessary adjustments effective July 14, 2015. [No fiscal impact.] Incline Justice Court. (Commission District 1.)
- 15-0567** **5D** Approve a grant agreement from the Governor’s Office of Economic Development (GOED) and the Economic Development Authority of Western Nevada (EDAWN) [in the amount of up to \$15,000 (GOED \$10,000, EDAWN \$5,000), with up to \$7,300 local match required (in-kind)], for a term from July 15, 2015-June 30, 2016, in support of Carson City Library’s “Nevada’s Working Capital” Project; direct Comptroller’s Office to make the necessary budget adjustments and authorize the Director to sign the grant award documents. Library. (All Commission Districts.)
- 15-0568** **5E** Approve and execute a Non-Binding Memorandum of Understanding (MOU) confirming the intent of the State of Nevada, Washoe County Regional Communication System (WCRCS) and NV Energy and to move forward as one cohesive communications system to obtain a replacement public safety Project 25 Phase II communications system of a common manufacturer to assure a fully compatible statewide system. Technology Services. (All Commission Districts.)
- 15-0569** **5F1** Approve the Third Amendment to the Cooperative Agreement for Contractual Professional and Administrative Staff Services between the Western Regional Water Commission and Washoe County, retroactive to July 1, 2015 through June 30, 2016, to reimburse the Community Services Department for staff services provided to the Western Regional Water Commission and the Northern Nevada Water Planning Commission. (All Commission Districts.)
- 15-0570** **5F2** Approve a Water Rights Deed transferring 34.06 acre-feet of water rights from Washoe County to Craig R. Hopkins and Malcolm A. Moore as co-trustees of the Marion Hopkins 2012 Trust under Trust Agreement dated December 21, 2012. (Commission District 2.)

- 15-0571** **5F3** Approve a Water Rights Deed transferring 1.15 acre-feet of water rights from Washoe County to the Truckee Meadows Water Authority in support of expanded water service to Washoe County's South Truckee Meadows Water Reclamation Facility. (Commission District 2.)
- 15-0572** **5F4** Approve a Water Rights Deed with Assignment of Beneficial Interest to convey 125.00 acre feet of water rights held by Washoe County to the Reno Technology Park Water Company; and, approve a Water Rights Deed and Termination Agreement to re-convey 160.60 acre feet of water rights held by Washoe County to Stonefield, Inc.; and, approve a Water Rights Deed and Termination Agreement to re-convey the remaining 840.00 acre feet of water rights held by Washoe County to Patrick Properties, LLC. (Commission District 4.)
- 15-0573** **5F5** Approve, on the recommendation of the Chair, the appointment of Thomas Daly to the Washoe County Planning Commission representing Commission District 2 to fill a term beginning on July 14, 2015, and ending on June 30, 2019, or until such time as a successor is appointed. (Commission District 2.)
- 15-0574** **5F6** Approve, on the recommendation of the Chair, the appointment of Brad Stanley to the Washoe County Board of Adjustment representing Commission District 2 to fill a term beginning on July 14, 2015, and ending on June 30, 2019, or until such time as a successor is appointed. (Commission District 2.)
- 15-0575** **5F7** Adopt a Resolution of Intent to Lease a portion of 855 Alder Avenue, Incline Village, Nevada, to the United States Department of Agriculture, Forest Service, for a 60-month term commencing retroactively to July 1, 2015 through June 30, 2020, for space within the Incline Service Center; and if adopted, set a public hearing on the matter for July 28, 2015. (Commission District 1.)
- 15-0576** **5F8** Approve a sponsorship of the Barracuda Championship which will be held at Montreux Golf and Country Club in Reno, Nevada, August 3 - 9 , 2015; and if approved, authorize the Community Services Department Director to sign the Agreement for Sponsorship Services between Washoe County and the Reno-Tahoe Open Foundation [\$10,000]. (Commission District 2.)
- 15-0577** **5G1** Acknowledge the acceptance of a grant award from the Doors to Recovery to the Second Judicial District Court's, Youth Offender Drug Court Program in the amount of [\$5,000, no match required] retroactive to July 1, 2015, for the period July 1, 2015 to June 30, 2016, and direct Comptroller's Office to make the necessary budget adjustments. (All Commission Districts.)
- 15-0578** **5G2** Acknowledge grant award of [\$50,000, no County match required], effective April 1, 2015 until expended, from the Washoe County Bar Association to the Second Judicial District Court for technological enhancements to nine (9)

courtrooms located at 75 Court Street, Reno, Nevada, and direct Comptroller's Office to make the necessary budget adjustments. (All Commission Districts.)

- 15-0579** **5G3** Approve the Professional Services Agreements for Family Drug/Alcohol Rehabilitation Services for Family Drug Court between the 2nd Judicial District Court and Washoe County Department of Social Services and Bristlecone Family Resources in the amount of [\$60,181] and between the 2nd Judicial District Court and Washoe County Department of Social Services and Step 2 in the amount of [\$60,181], retroactive to July 1, 2015, for the period July 1, 2015 through June 30, 2016. District Court/Social Services. (All Commission Districts.)
- 15-0580** **5H1** Approve and execute the Resolution levying tax rates for all Washoe County entities for the 2015-2016 fiscal year. (All Commission Districts.)
- 15-0581** **5H2** Approve Washoe County's Debt Management Policy as of June 30, 2015. (All Commission Districts.)
- 15-0582** **5H3** Approve a 2014 Supplemental Emergency Management Performance Grant (EMPG) from the State of Nevada, Division of Emergency Management for [\$10,148; requires a \$10,148 match] retroactive for the period of June 8, 2015 through August 31, 2015; and direct Comptroller's Office to make the appropriate budget adjustments. (All Commission Districts.)
- 15-0583** **5H4** Accept a 2015 Nevada State Emergency Response Commission, Hazardous Materials Emergency Preparedness Training grant for [\$2,854, no County match required], retroactive for the period of June 4, 2015 through September 30, 2015 and if accepted, authorize Chairman to execute a Resolution to subgrant funds to other governments which make up the Local Emergency Planning Committee as follows: [\$2,854] to the North Lake Tahoe Fire Protection District, and authorize the County Manager, or his designee, to sign a subgrant contract with the Local Emergency Planning Committee member; and direct the Comptroller's Office to make the appropriate budget adjustments. (All Commission Districts.)
- 15-0584** **5I1** Authorize Non-County Employee Travel Expenses [approximately \$2,000] for the performance of two external audits of the DNA Casework Laboratory and the DNA Databasing Laboratory at the Washoe County Sheriff's Office Forensic Science Division on October 19th and 20th 2015. Travel expenses are being requested for three employees from the Las Vegas Metropolitan Police Department (LVMPD). If approved, direct Comptroller's Office to make the necessary budget adjustments. (All Commission Districts.)
- 15-0585** **5I2** Approve the Forensic Support Services Agreements between Washoe County on behalf of Washoe County Sheriff's Office and various Local Law Enforcement Agencies: Humboldt Co SO [\$25,359]; State of Nevada, Inspector General's Office [\$8,571]; Fallon PD [\$25,953]; Storey Co SO [\$22,095]; for Forensic

Laboratory Analysis Service fees for the retroactive term of July 1, 2015 to June 30, 2016 with an income of [\$81,978]. (All Commission Districts.)

- 15-0586** **5I3** Approve Law Enforcement Funding Agreement between Black Rock City LLC and Washoe County, on behalf of the Washoe County Sheriff's Office to provide reimbursement for extra staffing [\$105,000 estimated total reimbursement] needed in the Gerlach/Empire area during the annual Burning Man Festival for 2015. (Commission District 5.)
- 15-0587** **5J1** Approve request to [increase petty cash fund from \$200 to \$2,000] for the Public Administrator; and, if approved, authorize Chairman to execute Resolution for same. (All Commission Districts.)
- 15-0588** **5J2** Approve a two hundred dollar [\$200] change fund, to enable Washoe County Regional Animal Services to accept cash payments at the Low Cost Vaccination Clinics; and if approved, authorize the Chairman to execute Resolution for same. (All Commission Districts.)
- 15-0589** **5J3** Approve the Washoe County Sheriff's Office Detective Division investigations petty cash fund, established for investigative expenses for the Washoe County Sheriff's Office Detective Division as required by WCC 15.200, in the amount of [\$5,000], and if approved, authorize the Chairman to execute Resolution for same. (All Commission Districts.)

Commissioner Jung wanted to bring attention to Agenda Item 5D. This was a great opportunity and she felt fortunate to have the Business Development Director from the Economic Development Authority of Western Nevada (EDAWN), Nancy McCormick, and Director of Library Services Arnie Maurins present. EDAWN and the Governor's Office of Economic Development donated \$15,000 to the library which allowed staff to attend a two-day training. She thanked EDAWN, the Governor's Office, and the librarians who stepped up during the recession to help many people write resumes and search for employment.

Sam Dehne, spoke of Tesla and Burning Man. He thought Burning Man should move to a different location.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried, with Commissioner Herman and Commissioner Lucey absent, it was ordered that the Consent Agenda Items 5A through 5J3 be approved. Any and all Resolutions or Interlocal Agreements pertinent to Consent Agenda Items 5A through 5J3 are attached hereto and made a part of the minutes thereof.

BLOCK VOTE – AGENDA ITEMS 8, and 10 THROUGH 18

- 15-0590** **AGENDA ITEM 8** Recommendation to award a bid and approve the Agreement to the lowest responsive, responsible bidder for the Huffaker Hills Effluent Storage Reservoir – Phase 2 Liner Expansion Project, [staff recommends A&K

Earth Movers, Inc. in the amount of \$4,060,000]. Community Services. (Commission District 2.)

On motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried, with Commissioner Herman and Commissioner Lucey absent, it was ordered that Agenda Item 8 be awarded and approved.

There was no public comment on this item.

15-0591 **AGENDA ITEM 10** Recommendation to approve the settlement of the claims by Rachael Elainehope Brimhall, on behalf of herself and as guardian of her minor child, Madyson Scott; and Heidi Lynn Dutchover against Washoe County et al, for a [total sum of \$168,500] for all claims against all defendants, with funding from the Risk Management fund. Comptroller. (All Commission Districts.)

On motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried, with Commissioner Herman and Commissioner Lucey absent, it was ordered that Agenda Item 10 be approved.

There was no public comment on this item.

15-0592 **AGENDA ITEM 11** Recommendation to approve the Professional Services Agreement for Drug Testing Services for Specialty Courts Division between the District Court, Washoe County, and Case Management Services (CMS), in the amount of [\$128,412, plus actual cost of tests administered], retroactive to July 1, 2015, for the period July 1, 2015 through June 30, 2016. The total cost of the Agreement may [not exceed \$248,412]. District Court. (All Commission Districts.)

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

There was no public comment on this item.

15-0593 **AGENDA ITEM 12** Recommendation to approve the Professional Services Agreement for Adult Drug Court Services Between Washoe County, the 2nd Judicial District Court, and the Washoe County Dept. of Social Services, and Bristlecone Family Resources in the amount of [\$445,732], retroactive to July 1, 2015, for the period July 1, 2015 through June 30, 2016. District Court/Social Services. (All Commission Districts.)

On motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried, with Commissioner Herman and Commissioner Lucey absent, it was ordered that Agenda Item 12 be approved.

There was no public comment on this item.

- 15-0594** **AGENDA ITEM 13** Recommendation to accept grant awards from the Nevada Aging and Disability Services Division for the following Older Americans Act Title III Programs: Adult Day Care [\$62,924 match of \$11,106 from ad valorem tax], Representative Payee [\$31,218 match of \$5,510 from ad valorem tax] and Homemaker Services [\$72,000 match of \$12,707 from ad valorem tax]; and the following State of Nevada Independent Living Programs: Case Management [\$156,249 match of \$23,437 from ad valorem tax], retroactive from July 1, 2015 through June 30, 2016; and direct the Comptroller to make the appropriate budget adjustments. Senior Services. (All Commission Districts.)

On motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried, with Commissioner Herman and Commissioner Lucey absent, it was ordered that Agenda Item 13 be accepted and directed.

There was no public comment on this item.

- 15-0595** **AGENDA ITEM 14** Recommendation to award Request for Proposal (RFP) No. 2929-15 for Medical Services-Sheriff's Office Personnel to ARC Health and Wellness Centers, 2205 Glendale Avenue, Sparks, NV 89431, in the [estimated annual amount of \$135,194.32], on behalf of the Washoe County Sheriff's Office; and authorize the Purchasing and Contracts Manager to execute a two year agreement, 7/15/15 through 7/14/17, with the option to renew for one (1) additional one (1) year period at the sole discretion of the County. Sheriff. (All Commission Districts.)

On motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried, with Commissioner Herman and Commissioner Lucey absent, it was ordered that Agenda Item 14 be awarded.

There was no public comment on this item.

- 15-0596** **AGENDA ITEM 15** Recommendation to approve the Interlocal Agreement between Washoe County on behalf of the Washoe County Sheriff's Office and the North Lake Tahoe Fire Protection District for dispatch and communication services in the amount of [\$300,000] for the retroactive period of June 30, 2015 to June 30, 2016 with an automatic one (1) year extension. Sheriff. (All Commission Districts.)

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

There was no public comment on this item.

15-0597 **AGENDA ITEM 16** Recommendation to authorize the Department of Social Services to expend [up to \$280,674] in FY16 from Children's Services Account 710712 Family Preservation to expeditiously benefit children and families who are clients of the Department to promote keeping families intact. These expenditures shall include the use of special purchase orders, purchase orders, procards and gift cards to purchase specific items, support services, food to include Thanksgiving and Christmas food, and gifts as well as Adoption Day activities and expenses. Social Services. (All Commission Districts.)

On motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried, with Commissioner Herman and Commissioner Lucey absent, it was ordered that Agenda Item 16 be authorized.

There was no public comment on this item.

15-0598 **AGENDA ITEM 17** Recommendation to approve an Interlocal Contract Between Public Agencies (Nevada Department of Health and Human Services Division of Health Care Financing and Policy and Washoe County) in an [annual amount of \$1.5 million] for the period retroactive from July 1, 2015 through June 30, 2017 for the Disproportionate Share Program (DSH). Social Services. (All Commission Districts.)

On motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried, with Commissioner Herman and Commissioner Lucey absent, it was ordered that Agenda Item 17 be approved. The Interlocal Contract for same is attached hereto and made a part of the minutes thereof.

There was no public comment on this item.

15-0599 **AGENDA ITEM 18** Recommendation to approve acceptance of Specialized Foster Care Room and Board Funding from the Department of Health and Human Services – Juvenile Justice Programs Office in the amount of [\$350,714.58, no match required] to provide treatment and programming to youth referred to the Washoe County Department of Juvenile Services; the grant award period is retroactive 7/1/15-6/30/16, and if approved, direct the Comptroller's Office to make the necessary budget adjustments. Juvenile Services. (All Commission Districts.)

On motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried, with Commissioner Herman and Commissioner Lucey absent, it was ordered that Agenda Item 18 be approved and directed.

There was no public comment on this item.

15-0600 **AGENDA ITEM 6** Appearance: Elaine Wiseman, City of Reno Community Development, Management Analyst, Kevin Schiller, Washoe County, Assistant County Manager. Presentation regarding Community Assistance Center including an overview of services provided and possible direction to staff. (All Commission Districts.) Requested by Commissioner Jung

Assistant County Manager Kevin Schiller presented an overview of the Community Assistance Center. Mr. Schiller stated there were many areas of services available through the Assistance Center including shelters to house the indigent population; the triage center, which served to offset emergency room visits; Good Sheppard's Clothes Closet that assisted with clothing; the Hawc Outreach Medical Clinic for minor injuries; and Project Re Start Inc., which had a resource center equipped with computers. He noted there were also five full-time employees provided by Social Services who assisted with case management at the Center. He said one of the goals was to determine the degrees of independence for the people coming into the shelter. He noted, as of 2007, the County and Cities established an Interlocal Agreement and currently, at the County level, it was funded with \$1.2 to \$1.3 million per year. He also said Washoe County School District was currently onsite with their reengagement center although their funds would run out and they would have to leave as of September 30th. He stated one of the focus areas in the program structure was the system of care. Dating back to 2007, the shelter's services consisted of cash assistance and medical assistance. He said work continued with the City of Reno to expand capacity. He talked about an issue regarding the overflow shelter in winter time and said in the past few years it had become apparent there was also a need to protect the indigent population from heat in the summer time. He stated the funding for the winter overflow shelter was approved for \$90,000, but there was a need to review the necessary capacity for both seasons. He stated the 4th Street corridor was being reviewed for options that could possibly include relocating the men's shelter to an alternate location to lessen the impact in the area. He wanted the research for alternative locations to continue. He said it was exciting to meet the needs of this population and to review capacity issues since the services for the indigent population had quadrupled. He commented that although the indigent services had increased, it was not enough and there was a need to figure out how to become more efficient.

Elaine Wiseman, City of Reno Community Development Department, stated over the past several years the City had been collaborating with the County and she appreciated the support. She noted that the in-kind contributions had almost doubled for case management at the shelter which had brought the ratio of case management down from 1-50 to 1-30 and the level of service had gone up which resulted in better exit outcomes. She commented that the City had gotten involved with the clean-up of the shelter campus and enforcement of the existing rules which brought the calls for service in the area down. She reiterated the importance of the overflow shelter that Mr. Schiller spoke about. She commented that last year the City of Reno spent over \$178,000 on the overflow shelter, which was beyond the regular contribution for shelter services.

Commissioner Hartung remarked that Crossroads was successful with getting the indigent population out of the system and on a productive path. He wanted to see some of the successes regarding "Nevada's Working Capital Project" and to see how we demonstrated to the community that help was given to the indigent people. He thought by articulating the successes,

there might be more assistance coming from the community, especially from some of the businesses. He told a story of a businessman that only hired convicted felons and how one of the employees had worked for him for 17 years. He boasted about how the businessman had saved the felons life by giving him a purpose to live, which kept him from going back to jail.

Commissioner Jung inquired about who owned the property on Record Street and Ms. Wiseman answered the City of Reno did. Commissioner Jung asked what the projected longevity of the building was. Ms. Wiseman stated she did not know the answer but the original thought was to transition it to a non-profit or other agency to be operated. Since that had not happened yet it continued to be operated by a transitional governing board. Commissioner Jung wondered if the City of Reno had thought perhaps the shelter was not in the best location and if there were other locations already owned by the City or County that would suit the needs better. County vehicles could be used to transport people if needed but she did not think the mobility of the homeless population was an issue since the people were connected to each other and shared resources. She wanted the discussion about location to come back to the Board possibly at a concurrent meeting. Mr. Schiller stated the 4th Street location could become an administrative complex.

Commissioner Jung wondered if the City of Sparks contributed any money towards the overflow shelter. Ms. Wiseman stated they contributed \$100,000 to the shelter's general fund, but did not contribute to the shelter overflow fund. She added that the County contributed an extra \$48,000 for the overflow shelter. Commissioner Jung commented the Cities and the County had a fiscal responsibility to the indigent population in the community.

Commissioner Jung stated she heard the Washoe County School District was losing their funding and moving out. Ms. Wiseman answered the Reengagement Program, which was a grant funded program designed to reengage families who were experiencing homelessness or poverty, would be losing their funding. She noted the grant also funded the Children in Transition Program, which was housed in the same location. The loss of both of the programs would be significant to the Center and it would cost \$12,000 per year to continue the programs. Commissioner Jung asked John Slaughter to contact the School Board to see if they could fund the programs and said if not, possibly the County could fund them.

Commissioner Jung inquired if the residents of the shelter were being engaged to work as volunteers so that could be listed on their resumes to show they had been supervised and had experience. Ms. Wiseman answered there was not a structured program for that in place, but the Reno City Council recently approved a Reno Works program which related to building a work force. She shared that this was an intensive work pilot program that allowed approximately 20 shelter residents to work three days a week to clean along the river and other City of Reno projects. She said they had lead staff that served as a job coach and mentor and the residents were paid daily for their work. She stated the other two days per week the workers were building resumes and job searching with the staff. There was \$110,000 allocated for the project. Commissioner Jung asked Mr. Schiller if the County could partner with them or even possibly start a Washoe County Works and a Sparks Works program. Mr. Schiller stated that the program was similar to Crossroads. Commissioner Jung wanted to clarify that Crossroads was a step up from the general shelter and Mr. Schiller confirmed it was. He stated there were different levels

of independence and getting into the Crossroads program was the entry point. He spoke about one Crossroads client who went through the program and got a job in Elko. He sent a letter stating that the program had saved his life.

Commissioner Jung wondered what gaps could be identified in the Center. Ms. Wiseman stated that mental health services was an issue, but the biggest gap would be losing the Children in Transition program since that would vacate child care and early intervention for the children in the family shelter. Commissioner Jung stated she wanted to see what the best practice ratio of Social Worker to clients was for a government of our size.

Chair Berkbigler thanked Mr. Schiller and Ms. Wiseman for providing the in-depth report. She asked John Slaughter, County Manager, to initiate talks with the City regarding the current structure of the homeless facility to ensure the best work was being done in the community for the indigent population.

There was no action or public comment on this item.

15-0601 **AGENDA ITEM 9** Recommendation to acknowledge status report on award of Washoe County RFP 2901-14 for Office Supplies and Office Consumables to It's My Community Store and possible direction to staff regarding administration of the office supply and office consumables agreement. Comptroller. (All Commission Districts.)

Michael Sullens, Purchasing and Contracts Manager, stated Chair Berkbigler requested a status report on the County's office supply contract with It's My Community Store (IMCS). On October 14, 2014 the Board ordered a Request for Proposals (RFP) for office supplies and office consumables from IMCS. The award was not made on the basis they were the lowest bidder, but because they were a local, emerging small business that offered competitive pricing, and had a unique program, which donated 2 to 8 percent of their gross proceeds to charities of the County's choosing. An agreement commenced in November and had been active for the past seven months. He said the services performed had been satisfactory and charitable donation accruals had averaged 4 percent through March 2015. The agreement with IMCS was for one year, with two one-year renewable options. It was anticipated that an agenda item would be brought to the Board in October regarding contract renewal. The contract with IMCS, as well as contracts with the County in the past, was non-exclusive. He noted departments could make purchases from alternative sources when the department(s) determined it was beneficial or expedient.

Commissioner Jung asked Mr. Sullens how a contract could be made exclusive. Mr. Sullens answered the County would bid the contract as exclusive or indicate in a RFP it was exclusive, which would allow the vendors to offer better pricing. Commissioner Jung asked why the County had never been offered the ability to do a RFP for an exclusive contract. Mr. Sullens stated the County had the ability to do that, but he would not recommend it. He explained the prices of office supplies varied from vendor to vendor, and the downside to an exclusive contract would be locking the County into making all purchases from one vendor when the County might be able to get a better price from another vendor. Commissioner Jung asked Mr. Sullens if there

was data available, which detailed the benefits and drawbacks of exclusive and non-exclusive contracts. She wanted to know the best practices and how the Purchasing Department would protect the County. She suggested doing a one-year exclusive contract and then comparing it to the previous non-exclusive contract. She noted Mr. Sullens' report stated several departments indicated they were now using their Procurement card (P-Card) for office supply purchases with IMCS in lieu of blanket purchase orders, but preferred to keep their blanket purchase orders with the previous vendor in place until they expired. She asked if this was contrary to the Board's policy in regards to directing staff to utilize IMCS. Mr. Sullens stated he did not think the Board directed all blanket purchase orders be cancelled, and clarified the report was in regards to existing purchase orders. Commissioner Jung stated it appeared some staff were slow or reluctant to switch suppliers mid-year. Mr. Sullens added that departments were made aware of the new contract, but some departments had not quickly switched. He stated there was no edict which instructed the departments to stop buying from other vendors. Commissioner Jung stated the Board needed more data and more facts to explain why staff hesitated to follow the policy, and why there were no exclusive contracts. She suggested a future agenda item to consider forming a contract evaluation committee; made up of experts in the purchasing and contracts field, which would look at all contracts and identify where the County might not be doing the best it could with tax dollars. She stated the contract evaluation committee should take into consideration the number one value for the County was economic development. She said the County should create a score card and give extra points for local businesses. She declared she was tired of sending the County's money to corporations in another state because those corporations would pay taxes to the state they were in. She stated this was her direction to staff and she also wanted answers on how the policy was transmitted to staff and enforced.

Chair Berkbigler agreed with Commissioner Jung and stated she believed the Board unanimously voted to support IMCS, so the report which indicated some staff decided not to follow the Board's direction was concerning to her. She stated the clear direction from the Board was to utilize a local business. She supported Commissioner Jung's request for additional information and an explanation as to why some departments did not follow the Board's direction. She questioned why a purchasing contract for a local provider would be brought before the Board for approval if staff was going to do what they wanted.

Mr. Slaughter added the vendor, IMCS, was present, and he mentioned the policy to utilize IMCS was communicated to departments by the County since day one. He confirmed the information requested by the Board would be obtained to provide a total picture on what had happened. Chair Berkbigler thanked the Mr. Slaughter and Mr. Sullens.

Jennifer Rose, CEO and founder of IMCS, stated she was grateful for the opportunity to become the primary office supply vendor to the County, and was particularly thankful to the Board for recognizing the importance of locally owned businesses. She said since winning the County's contract, IMCS moved into a larger warehouse space and added new employees, none of which were paid minimum wage; and all of them received health insurance and benefits. They added partnerships with several other locally owned businesses that had "give-back" programs similar to IMCS's program, which increased their revenues.

Ms. Rose noted the County's purchases amounted to approximately \$156,700, and the completion of an internal audit resulted in credits of \$448 due to overcharges on some invoices. She stated IMCS saved the County \$15,541. She stated IMCS would begin doing audits quarterly and mentioned credits would never be eliminated due to price changes by manufacturers or due to update delays in their system. Credits would automatically be issued when there were overcharges. She noted IMCS passed down savings even though they were not contractually obligated to do so. She stated when Hewlett Packard announced a nationwide price increase, IMCS was able to obtain price protection for the County. She reported donations during the pro-rated fourth quarter of 2014 equaled \$931; donations rose to \$2,053 in the first quarter of 2015, and rose to \$2,255 in the second quarter. She pointed out the amount of the donations was based on the fact IMCS was only receiving half of the County's business.

Ms. Rose stated she received phone calls from people who received grants that mandated they spend their grant money with a woman-owned business and IMCS had received that designation. She mentioned the "saver" category provided a group of products where someone could easily find who the low-price leader was by typing the word "saver" before the item name on the website's search engine. She stated they were expanding the "saver" category service as they continued to find new low-price leaders. IMCS moved up tiers in some items; such as copy paper, which was the County's largest percentage of purchase. Rather than keeping the profits for themselves, they were able to pass the savings on to the County by reducing the copy paper pricing.

Ms. Rose stated IMCS became large enough to offer the County a furniture direct program, which allowed for furniture to be sent directly from the manufacturer to the County if a department was able to wait five to seven days. The direct shipment to the County allowed IMCS to receive a 5 to 7 percent discount, which was then passed onto the County. There had been many upgrades to IMCS's website due to complaints regarding the absence of certain products that had previously been available. The requested items had been added in addition to a shopping list, a specific reference section, advanced search options, and the "saver" category. Many cost analyses for departments had been performed and IMCS's overall prices were found to be lower. She mentioned some departments had the perception their prices were higher, but later found out the person doing the search was not logged in to the website while doing the comparisons.

Ms. Rose concluded by summarizing how IMCS had provided many cost-saving and time-saving features, which saved the County money through efficiencies. She stated they would continue to ensure the County's pricing remained competitive, their service levels would remain excellent, and random and unfounded price changes would not occur.

Chair Berkgigler thanked Ms. Rose for her presentation and for the service she had provided to the community.

Commissioner Jung commended Ms. Rose for a great presentation. She directed Mr. Slaughter to inform departments, which qualified for federal grants that required them to purchase from a woman-owned or small business about IMCS in one of his manager updates. She asked whether there should be a policy to require an individual who was spending tax dollars to purchase the cheapest option available. She had not understood why there were options when

it was about tax dollars and stated the fiduciary responsibility of the County was to the tax payers. She thought the County needed to have another policy discussion and implement standard operating procedures to require departments that did not want to buy the cheapest items to obtain the County Manager's approval. She expressed her frustrations about staff who were not following the Board's directive in regards to purchasing.

Chair Berkgigler added it was important for County employees to understand not only were they receiving fair pricing, but purchasing through IMCS gave back to the community.

Commissioner Hartung commented the County should look at quality versus price when debating which items to purchase. He gave the example of cheap post-it notes that did not stick. He concurred with the Board that Ms. Rose provided the County with a great service and said he would much rather do business with someone locally. He mentioned he received emails from some large chains inquiring why the County was no longer doing business with them and he had no issue telling them that he would rather do business with someone local. Impressed by IMCS's policy of providing benefits to all their employees', he challenged other companies to put forth the same assertion that all their employees had benefits.

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried with Commissioners Herman and Lucey absent, it was ordered that Agenda Item 9 be acknowledged and for the County Manager to follow through with the Board's directions.

15-0602 **AGENDA ITEM 19** Update on medical marijuana establishments in the State of Nevada and Washoe County and possible action and direction to staff on allocation of a sixth medical marijuana dispensary pursuant to NRS 453A including determination of a process to select a state qualified dispensary applicant; determination of an approval process for location changes requested by existing medical marijuana dispensaries pursuant to NRS 453A; and direction to staff on other matters pertinent to medical marijuana establishments in Washoe County. Manager. (All Commission Districts.)

Kevin Schiller, Assistant County Manager, stated the primary focus of his report was the legislative impacts on medical marijuana establishments (MMEs). He provided the following count for the County based on facility type: 12 cultivation facility certificates with four applications in pending status, five dispensary certificates with five applications in pending status, and seven Production of Edible Marijuana Products or Marijuana-Infused Products certificates with three applications in pending status at the time the report was drafted. He said during the 2015 Legislative Session the key bill the County focused on and lobbied for was Senate Bill 276 (SB276). He mentioned SB276 established a process for the transfer of certificates from one dispensary to another with State approval and highlighted specific areas which had a more immediate impact to the County.

Mr. Schiller stated the current regulation only allowed for an MME to move within a five mile radius. If the MME moved outside the five mile radius it would lose its certificate. SB276 allowed an MME to move to a new location under the jurisdiction of the same local government as its original location regardless of the distance from the original location if the operation of the MME at the new location had been approved by the local government. A local government could approve a new location pursuant to NRS 453A only in a public hearing for which written notice was given at least seven working days before the hearing. Mr. Schiller stated the Attorney General's opinion was that although there was a July 1st implementation date for the new law, the process by which the Board could approve a move beyond the five mile radius would not be effective until October 1st due to the regulatory process. He said the key tenant of SB276 was to establish a process by which the Board would approve the moves. He recommended the Board establish a process pursuant to Code, local ordinances and zoning requirements. By basing moves on Code requirements, the Board could instruct staff to create a more restrictive Code regarding location, which would be applied to all future MME moves.

Mr. Schiller explained SB276 awarded an additional allocation for a sixth dispensary to the County and allowed for the implementation of an MME selection process based on utilization of the ranking standard. Alternatively the Board could identify an approach to review applicants outside the rankings. He provided two options on his report. The first option stated the Board could utilize the existing applicant ranking provided by the State of Nevada to select the next highest qualified applicant pursuant to the previously established State review and scoring criteria. The second option would allow the Board to establish an alternative selection process using the current qualified applicant list based on certain criteria. He stated he would continue to provide monthly updates to the Board as the process continued to evolve.

Commissioner Jung thanked Mr. Schiller for his presentation and inquired about the process related to building permits. She gave the example of a person in Washoe Valley with a cultivation facility that could not also be utilized for an office. Mr. Schiller was unable to provide a response and sought clarification from Commissioner Jung regarding her question. Commissioner Jung requested Mr. Schiller speak to the aforementioned individual, Mr. Martinez and his representative.

Commissioner Jung asked Mr. Schiller if the five pending dispensaries had a deadline in which they must be dispensing, what would happen if they did not open by the deadline, what would happen if an MME certificate holder decided not to pursue opening a dispensary, and why there was a limit to the number of dispensaries that could be opened. Mr. Schiller replied the deadline to commence business was 18 months from November 2014, when they were awarded the certificates; if they were not opened the State would review their progress and make a determination at that time. He said unused certificates would be reallocated by the State. Due to the passage of SB276, Commissioner Jung asked Mr. Schiller if he knew the percentage increase of medical marijuana card holders. Mr. Schiller stated he believed it was not significant and his next report would focus on the bills that had more of a relationship to card holder activity.

Commissioner Hartung requested Mr. Schiller to elaborate on the transfer of certificates. Mr. Schiller stated SB276 established a regulated process by which an existing

certificate holder would be able to transfer ownership of the certificate to another qualified applicant. Commissioner Hartung asked if this process would be similar to the transfer of gaming licenses to which Mr. Schiller replied he believed regulations would define the process.

Chair Berkbigler wanted clarification on NRS453A(Section 5)(4)(c) on page 4 of Mr. Schiller's report in relation to the Board's ability to determine how many facilities it had in any given community. Mr. Schiller stated he would need to research the issue, but could return to the Board with a legal interpretation of the law. Chair Berkbigler expressed concerns about the law's effective date of October 1st because investments were already being made in a community where the facilities were unwanted. Mr. Schiller agreed there were some issues with the date, but he thought it related to a regulatory scheme that was being drafted. He concurred there were some issues related to moving the MME facilities, but reminded the Chair that the intent of the legislation was enabling and not mandatory. Chair Berkbigler noted there were four applications for growth facilities that were in pending status and asked if any of those facilities had opened yet. Mr. Schiller confirmed none of them had opened to date. Chair Berkbigler wondered if the Board would regulate the transfer of certificates and asked what the policy would be if someone wanted to transfer a certificate to someone not on the approved list. Mr. Schiller stated based on his interpretation related to SB276 and two other bills that had significant impact, staff would work on the Code draft to determine where it applied, and where the County had jurisdiction. He mentioned the regulatory process at the State level could take some time, but staff would not wait to start drafting a Code they believed would match the law. Related to the ability for MMEs to relocate beyond the five mile radius, Chair Berkbigler asked for clarification on the language which said a local government may approve a new location in a public hearing. She asked if, based on existing language, there was anything requiring the Board to have public hearing until the law went into effect on October 1st. Mr. Schiller stated the Board could establish a process for the approval of a move before October 1st. He stated the Board could instruct staff to formulate a more restrictive Code and the Board could direct a public process by which allocations could be approved.

Chair Berkbigler mentioned a televised news piece she saw regarding a marijuana facility in Sparks and she wanted clarification as to why the facility could not open. She believed it had to do with pesticides in marijuana plants. John Slaughter, County Manager, stated there were some new regulations related to marijuana products and the delay for the particular dispensary was due to the wait for the list of approved pesticides from the Nevada Department of Agriculture. Chair Berkbigler commented how it would not impact the County since none of the County's dispensaries were ready to be opened and by the time they were the State should have released the list.

Chair Berkbigler stated she had concerns about changing the County's process and her preference would be to choose option one from Mr. Schiller's report, which indicated the Board would choose the next approved medical marijuana business on the list provided by the State. She felt option one would avoid possible litigation.

Chair Berkbigler moved to approve option one. Commissioner Jung seconded the motion.

Chair Berkbigler stated the Board provided staff with direction in regards to regulations they wanted staff to look at and he asked if staff needed those directions restated in the motion. Mr. Schiller replied that the direction specific to the passage of the legislation in relationship to Code should be stated in the motion. He mentioned if the Board wanted an evaluation regarding the creation of more restrictive Code requirements, the Board could choose to give that direction. Commissioner Jung mentioned the Board's marching orders were to collect as much revenue as the County possibly could from all three types of marijuana businesses. She wanted staff to proceed and if staff saw something the Board could do, to bring it before the Board.

Chair Berkbigler amended the motion to include the approval or disapproval of a request would be made in accordance with established regulatory requirements, and direction to staff to create an Ordinance that specifically limited the number of marijuana facilities in any given community and research zoning regulations and statutes tied to the approval process of moving a facility. The seconder agreed.

On the call for public comment, Ms. Susan Morrison stated she came forward to represent the larger community in response to the MMEs located near residential areas. She supported applying more restrictive zoning codes. She stated the community looked to empower the County to strike the appropriate balance between the community's needs and the MME business's needs. She submitted a letter from several local physicians expressing their concerns about the location of MMEs near schools, which documented the negative impact of marijuana use on teens and adolescents. The letter was placed on file with the Clerk.

Commissioner Jung asked Mr. Schiller if the County had the ability to identify, which residents had medical marijuana cards in the county without breaking the Health Insurance Portability and Accountability Act (HIPAA) laws to determine which dispensaries would be most utilized. Mr. Schiller stated he would follow up and bring back to the Board what he could.

On the call for the question, the motion passed on a vote of 3 to 0, with Commissioners Herman and Lucey absent.

12:11 p.m. The Board recessed.

12:18 p.m. The Board reconvened with Commissioners Herman and Lucey absent.

15-0603 **AGENDA ITEM 20** Update and acknowledgment of Washoe County FY16-18 Strategic Plan, including mission, values and direction, strategic objectives and fiscal year 2015-16 goals and initiatives [no fiscal impact]. Manager. (All Commission Districts.)

Al Rogers, Management Services Director, conducted a PowerPoint presentation, which was placed on file with the Clerk. He thanked the Board for initiating the Strategic Plan and stated the County's focus on sustainability was key. The presentation highlighted the following topics: Planning Process Overview, Executing and Rolling Out the Plan, Summary of

Major Initiatives, Managing Performance and Reporting, Executive Summary One-Sheet, and the Wall and Window Art. While speaking on the Planning Process Overview, he stated, since he last spoke to the Board on April 14th, the County had entered Phase 4 of the Strategic Plan. During his presentation on the Managing Performance and Reporting topic he elaborated on the Performance Dashboard, which captured each of the Fiscal Year 2016 (FY16) goals. He stated this was a tool to be used internally to capture the progress on each of the goals and initiatives. The Performance Dashboard provided a transparency aspect for the community and employees to see how the County was doing in terms of achieving its goals and how the County was moving forward. He noted there would also be external communication to deliver the Strategic Plan to various community groups. The presentation concluded with a short video which provided an overview of the County's Strategic Plan. Mr. Rogers added there would be a new screen saver, which would highlight the County's values, strategic objectives, and FY 16 goals. He thanked Nancy Leuenhagen, Communications and Engagement Manager, and her team for creating the presentation. Lastly, he mentioned a webpage that would be the repository for all the strategic documents and communications.

Chair Berkbigler stated the video was well done and commended Mr. Rogers and his staff for their work.

Commissioner Jung thanked Mr. Rogers and stated she felt he was the perfect person for his position. She asked Mr. Rogers if the Commissioners were to meet monthly with his team regarding the management and execution of the Strategic Plan. He stated it was not required; the Commissioners were welcomed to sit in on meetings and he would be providing quarterly updates to the Board. Commissioner Jung stated she would like to attend those meetings and mentioned her appreciation for the quality of the video presentation. She inquired how the team leaders were selected. Mr. Rogers stated those selected had stepped up or had a close nexus to subject matter.

Commissioner Hartung stated the presentation was well done.

15-0604 **AGENDA ITEM 21** Public Hearing and possible action 1) To consider an application by Southwest Gas Corporation for a non-exclusive franchise agreement to provide natural and other gas service to portions of Washoe County, including any objections on the matter; 2) If determined to be in the best interests of the residents of Washoe County, to approve a Franchise Agreement between Southwest Gas Corporation and the County of Washoe, retroactive to May 1, 2015, effective through April 30, 2040, fixing the terms and prescribing the conditions pursuant to which the franchise is to be granted, the character or kinds of service to be rendered, the maximum rates to be charged for the service, and such other matters as may be properly connected therewith; 3) If the Franchise Agreement is approved, to adopt a Resolution Authorizing and Approving the Issuance of a Non-Exclusive Franchise to Southwest Gas Corporation to Supply Natural Gas to Portions of Washoe County, Nevada; and if the Franchise Agreement is approved, to approve an associated Agreement to Pay Annually to Washoe County 2% of the franchisee's Net Profits under the

franchise for the Benefit of the County School District Fund of the Washoe County, State of Nevada. (All Commission Districts.)

Mr. Slaughter requested for the agenda item to be opened to public hearing and requested a continuance of this item for possible action within 30 days.

Chair Berkbigler opened the public hearing by calling on anyone wishing to speak for or against the application by Southwest Gas Corporation for a non-exclusive franchise agreement. There being no response, the hearing was closed.

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried with Commissioners Herman and Lucey absent, it was ordered that Agenda Item 21 be continued to the August 11th meeting.

15-0605 **AGENDA ITEM 24** Public Comment.

There was no public comment on this item.

15-0606 **AGENDA ITEM 22** 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.

12:34 p.m. On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried with Commissioners Herman and Lucey absent, it was ordered that the meeting recess to a closed session for the purpose of discussing negotiations with Employee Organizations per NRS 288.220.

COMMUNICATIONS AND REPORTS

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

COMMUNICATIONS:

15-0607 Two (2) letters from the State of Nevada Department of Transportation, dated May 22, 2015, regarding the execution of Contract No. 3588 No. MS-0031(1111), For 5 schools in Washoe County – Off System: 1) Virginia Palmer Elementary School, Klondike & E. 9th; 2) Lemmon Valley Elementary School, Patrician Drive, Lemmon to Lemmon Valley Park; 3) Elizabeth Lenz Elementary School, Homeland and Edmands; 4) Nancy Gom, Washoe County, Contractor: Granite Construction Company.

FINAL BUDGETS

- 15-0608** City of Sparks 2015-2016 Final Budget.
- 15-0609** Redevelopment Agency of the City of Sparks, Area 1, 2015-2016 Final Budget.
- 15-0610** Redevelopment Agency of the City of Sparks, Area 2, 2015-2016 Final Budget.
- 15-0611** Regional Transportation Commission (RTC) final budget for fiscal year ending June 30, 2016.
- 15-0612** Western Regional Water Commission final budget for fiscal year ending June 30, 2016.
- 15-0613** South Truckee Meadows General Improvement District (STMGID) final budget for fiscal year ending June 30, 2016.
- 15-0614** Reno-Sparks Convention and Visitors Authority final budget for fiscal year ending June 30, 2016.
- 15-0615** North Lake Tahoe Fire Protection District final budget for fiscal year ending June 30, 2016.
- 15-0616** Sun Valley General Improvement District budget for fiscal year 2015-2016.
- 15-0617** Palomino Valley General Improvement District final budget for fiscal year 2015-2016.

* * * * *

2:10 p.m. There being no further business to discuss, on motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried with Commissioners Herman and Lucey absent, the meeting was adjourned.

MARSHA BERKBIGLER, Chair
Washoe County Commission

ATTEST:

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

*Minutes Prepared by:
Doni Gassaway and Michael Siva, Deputy County Clerks*

**THIRD 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, 2016.

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 E, 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

15-0569

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 an applicable fund designated by the County, 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.

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.

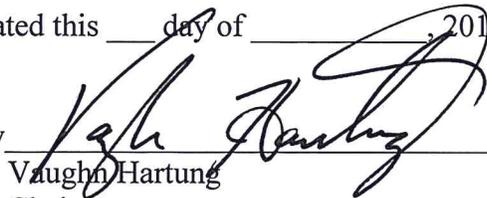
This Third Amendment is effective July 1, 2015, regardless of the dates of execution by the Parties ("Effective Date").

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

WESTERN REGIONAL WATER COMMISSION

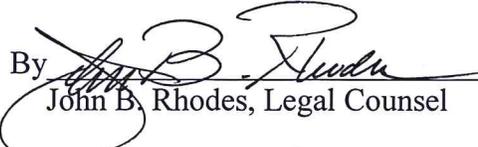
Dated this ___ day of ___, 2015

By


Vaughn Hartung
Chairman

APPROVED AS TO FORM:
Rhodes Law Offices, Ltd.

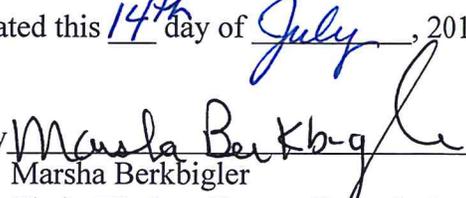
By


John B. Rhodes, Legal Counsel

WASHOE COUNTY

Dated this 14th day of July, 2015

By


Marsha Berkbigler
Chair, Washoe County Commission

APPROVED AS TO FORM:
Washoe County District Attorney

By


Paul A. Lipparelli
Assistant District Attorney

EXHIBIT E
OVERHEAD CATAGORIES

1. Washoe County Community Services Department ("CSD")

Categories identified as benefiting the Western Regional Water Commission ("WRWC") may include the following; however, additional categories may also be applicable. The basis of allocation and final categories will be evaluated and finalized by the WRWC Water Resources Program Manager and County Management.

- a. Finance and Administrative Staff who provide service to the WRWC, including all employee-related costs outlined in Section 4 of the Third Amendment to the Agreement.

- b. Services and Supplies
 - Building Janitorial
 - Building Alarm
 - Repairs and Maintenance
 - Copy Machine Expense
 - Office Supplies
 - Telephone / Land Lines
 - Office Space
 - Electric and Gas
 - Water and Sewer
 - Software (not provided by Information Technology Dept.)
 - Depreciation (as applicable)

2. Washoe County General Fund – Water Resources Indirect Cost Allocation Plan

- a. County Manager
- b. Community Relations
- c. Management Services
- d. Internal Audit
- e. Comptroller / Accounting
- f. Budget Division
- g. Purchasing Administration
- h. Telecommunications
- i. Information Technology Supplies and Services
- j. Enterprise Infrastructure
- k. WINnet
- l. Human Resources
- m. County Treasurer
- n. Public Works Administration
- o. General Services Administration
- p. Facility Management
- q. Prefunded Retiree Health Fund

**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.

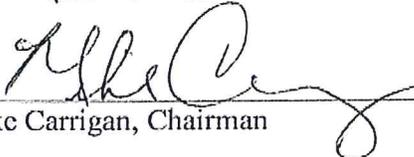
The Agreement as amended to include the revisions set forth above is incorporated herein by reference, and all other terms and conditions of the Agreement shall remain in full force and effect.

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").

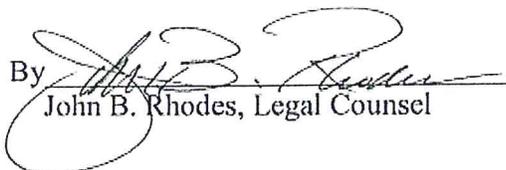
IN WITNESS WHEREOF, the Parties hereto have executed this Amendment.

WESTERN REGIONAL WATER COMMISSION

Dated this 11th day of December, 2013

By 
Mike Carrigan, Chairman

APPROVED AS TO FORM:
Rhodes Law Offices, Ltd.

By 
John B. Rhodes, Legal Counsel

WASHOE COUNTY

Dated this 20th day of January, 2013

By 
David Humke
Chairman, Board of Commissioners

APPROVED AS TO FORM:
Washoe County District Attorney

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").

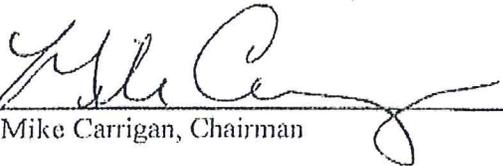
IN WITNESS WHEREOF, the Parties hereto have executed this Amendment.

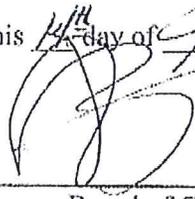
WESTERN REGIONAL WATER COMMISSION

WASHOE COUNTY

Dated this 19th day of March, 2011

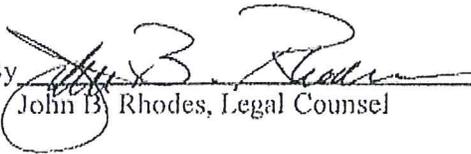
Dated this 14th day of June, 2011

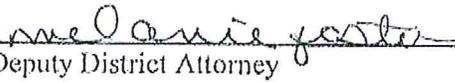
By 
Mike Carrigan, Chairman

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 16th 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.

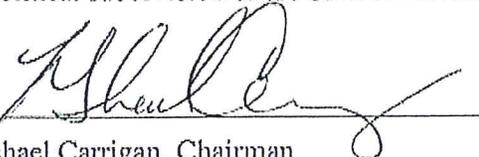
This Agreement may be modified or amended only by a writing signed by an authorized agent of the Party to be bound by the modification or amendment.

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: 
Michael Carrigan, Chairman
Board of Trustees

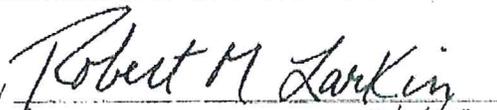
STATE OF NEVADA

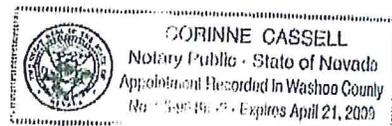
COUNTY OF WASHOE

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.


Notary Public

WASHOE COUNTY, a political
subdivision of the State of Nevada

By: 
Robert M. Larkin, Chairman 10/11/08
Washoe County Commission



ATTEST

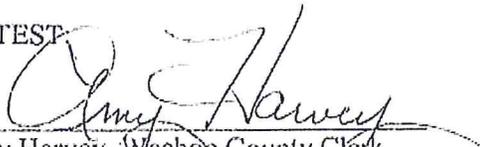

Amy Harvey, Washoe County Clerk

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.

EXHIBIT D
OVERHEAD CATEGORIES

1. Washoe County Community Services Department ("CSD") / Water Resources Unit

Categories identified as benefiting the Western Regional Water Commission ("WRWC") by CSD Management and WRWC Water Resources Program Manager. Basis of allocation is labor-related dollars.

- a. Finance and Administrative Staff who provide service to the WRWC, including all employee-related costs described in Section 4 of the Second Amendment to the Agreement.

- b. Services and Supplies
 - Energy Way Building Janitorial
 - Energy Way Building Alarm
 - Energy Way Repairs and Maintenance
 - Copy Machine Expense
 - Office Supplies
 - Telephone / Land Lines
 - Energy Way Building Lease
 - Energy Way Electric and Gas
 - Energy Way Water and Sewer
 - Software (not provided by Information Technology Dept.)
 - Depreciation
 - Tenant Improvements to Energy Way
 - SAP Utility Billing
 - Plotter / Scanner

2. Washoe County General Fund – Water Resources Indirect Cost Allocation Plan

- a. County Manager
- b. Community Relations
- c. Management Services
- d. Internal Audit
- e. Comptroller / Accounting
- f. Budget Division
- g. Purchasing Administration
- h. Telecommunications
- i. Information Technology Supplies and Services
- j. Enterprise Infrastructure
- k. WINnet
- l. Human Resources
- m. County Treasurer
- n. Public Works Administration
- o. General Services Administration
- p. Facility Management
- q. Prefunded Retiree Health Fund

RESOLUTION

RESOLUTION OF INTENT TO LEASE A PORTION OF 855 ALDER AVENUE, INCLINE VILLAGE NEVADA, TO THE UNITED STATES DEPARTMENT OF AGRICULTURE, FOREST SERVICE, FOR A 60 MONTH TERM COMMENCING RETROACTIVELY TO JULY 1, 2015 THROUGH JUNE 30, 2020, FOR SPACE WITHIN THE INCLINE SERVICE CENTER; AND IF ADOPTED, SET A PUBLIC HEARING ON THE MATTER FOR JULY 28, 2015.

WHEREAS, Washoe County owns a certain parcel of real property located at 855 Alder Avenue, Incline Village, Nevada, (the Incline Service Center); and

WHEREAS, The United State Department of Agriculture, Forest Service, has request to lease a small portion (approximately 1,050 +/- square feet) of the Incline Service Center commencing retroactively to July 1, 2015 through June 30, 2020 to provide camping permit and forest services to the residents and community; and

WHEREAS, Nevada Revised Statutes 277.050 authorizes the Board of County Commissioners of Washoe County, Nevada, to sell or lease to another public agency, the State of Nevada or a department or agency of the State or an Indian tribe, for term not exceeding 99 years any real property belonging to it; and

WHEREAS, the United States Forest Service is a public agency defined in NRS 277.050 and has requested that Washoe County lease the space for one dollar three cents per square foot (\$1.03) for a 60-month term commencing retroactively to July 1, 2015; and

WHEREAS, Washoe County will schedule this proposed lease agreement for its next public meeting on July 28, 2015, to allow for any objections to this action; and

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

1. That is has the authority to lease said property to the United States Department of Agriculture, Forest Service, without offering said real property to the public as authorized within NRS 277.050; and
2. The Board of County Commissioners shall determine the rental amount; the United States Department of Agriculture, Forest Service, has offered the sum of one dollar three cents per square foot (\$1.03) for a 60-month term commencing retroactively to July 1, 2015; and

15-001

3. The Board of County Commissioners will consider this proposal on July 28, 2015 to allow for any objections to this action; and
4. Upon approval by the Washoe County Board of Commissioners and satisfaction of all terms and conditions, the Chair shall be authorized to execute the proposed lease agreement and deliver it to Lessee upon the performance and compliance of all the terms and conditions of the lease to be performed concurrently with the delivery.

The motion to adopt the above resolution was made by County Commissioner Hartung and seconded by County Commissioner Jung and the vote of said motion is as follows:

AYES: Berkbigler, Hartung, Jung

NAYS: _____

ABSENT: Herman, Lucey

ABSTAIN: _____

Dated this 14th day of July, 2015.

Marsha Berkbigler
Marsha Berkbigler, Chair
Washoe County Commission



ATTEST:
Hancy L. Parent
Washoe County Clerk

RESOLUTION LEVYING TAX RATES FOR ALL WASHOE COUNTY ENTITIES
FOR THE 2015-2016 FISCAL YEAR

WHEREAS, the Nevada Tax Commission has certified the combined tax rates for the 2015-2016 fiscal year; and

WHEREAS, the Board of County Commissioners is required, pursuant to NRS 361.460, to levy the tax rates for all local government entities in Washoe County for the fiscal period beginning July 1, 2015, and to designate the number of cents of each \$100 of property levied for each fund; and

WHEREAS, to confirm to the Nevada Department of Taxation the tax rates levied, the Department of Taxation has requested county commissions to adopt the resolution levying the tax rates of all local entities pursuant to NRS 361.460 and forward a copy of the Resolution to the Department;

NOW THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Washoe County, Nevada, hereby levy the tax rates for all local government entities in Washoe County as such rates have been certified by the Nevada Tax Commission;

BE IT FURTHER RESOLVED, that the tax rates for all local government entities in Washoe County for the fiscal year 2015-2016 as certified and levied are shown on the attached exhibits; and

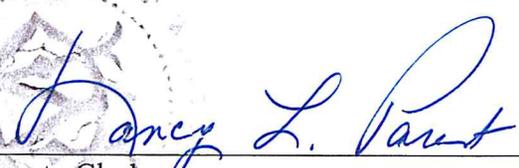
BE IT FURTHER RESOLVED, that the tax rate for Washoe County be designated and distributed for each fund as shown on the attached exhibits; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to distribute copies of this Resolution along with all attachments to the Nevada Department of Taxation, the Cities of Reno and Sparks, the Truckee Meadows Fire Protection District, the Sierra Fire Protection District, the Washoe County Treasurer, the Washoe County Comptroller, and the Washoe County Manager's Office.

Adopted this 14th day of July, 2015.


Chairman, Washoe County Commission

Attest


County Clerk

**FORENSIC SUPPORT SERVICES AGREEMENT
BETWEEN
WASHOE COUNTY ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE
AND
HUMBOLDT COUNTY ON BEHALF OF
HUMBOLDT COUNTY SHERIFF'S OFFICE**

THIS AGREEMENT is made and entered by and between **WASHOE COUNTY**, on behalf of the **WASHOE COUNTY SHERIFF'S OFFICE**, hereinafter referred to collectively as **WASHOE**, and **HUMBOLDT COUNTY** on behalf of the **HUMBOLDT COUNTY SHERIFF'S OFFICE**, hereinafter referred to as **USER**.

WITNESSETH:

WHEREAS, pursuant to NRS 277.180, **WASHOE** and **USER** may, in the performance of their functions, use each other's facilities and services, with the consent of the other party and subject to such terms and conditions as the parties may agree upon; and

WHEREAS, **USER** desires to acquire the assistance of **WASHOE** in providing **USER** the use of **WASHOE'S** Forensic Support Facilities and Services;

WHEREAS, **WASHOE** desires to provide its assistance to **USER** in regard to the use of **WASHOE'S** Forensic Support Facilities and Services;

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

1. SERVICES PROVIDED: Unless otherwise provided and/or amended by written agreement of the parties hereto, **WASHOE** shall provide for **USER** forensic analyses within the existing capabilities of **WASHOE** as set forth in **EXHIBIT A** attached hereto and hereby incorporated by reference. In this regard, it is the understanding and intent of the parties, as the capabilities of **WASHOE** change over time, to execute written amendments to this Agreement indicating any services no longer provided as well as to identify any new services to be provided and the cost thereof.

WASHOE staff shall be available, upon reasonable notice should **USER** require said staff, to participate in legal proceedings (discovery practice or court appearances) to testify as to any testing and certification services performed for **USER** pursuant to this Agreement.

15-0585

A. For fiscal year 2015/2016 USER shall pay to WASHOE a fee of **\$25,359**, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in **EXHIBIT A** attached hereto and hereby incorporated by reference. The annual fee shall compensate Washoe County for work performed during the contract period. Fees for services are due and payable in full within 30 days of USER'S receipt of billing by WASHOE. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in **EXHIBIT A**, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.

C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.

D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such consultation services.

E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such staff services.

2. INDEMNIFICATION: USER agrees to indemnify, defend and hold harmless WASHOE, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, or agents of USER in connection with the services to be provided pursuant to this Agreement.

WASHOE agrees to indemnify, defend and hold harmless USER, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, and agents of WASHOE in connection with the services to be provided pursuant to this Agreement.

The parties do not waive and intend to assert any liability limitations available under law, including but not limited to those defenses available under chapter 41 of Nevada Revised Statutes

in all cases.

3. MODIFICATION: Any modification or amendment to this Agreement, in order to be binding upon the parties, must be in writing and be signed by both of the parties hereto.

4. EFFECTIVE DATE AND RENEWAL:

A. This Agreement shall be effective as of July 1, 2015 and terminate as of June 30, 2016.

B. Either party to this Agreement may terminate this Agreement at any time of the term of the Agreement by giving the other party to this Agreement 180 days prior written notice.

C. This Agreement may be renewed by the parties for any subsequent fiscal year by virtue of the parties' execution of a renewal agreement setting for the fiscal year for which the renewal shall be effective, the services to be rendered, and the costs and fees to be incurred by USER to WASHOE. Any such renewal shall be contingent upon the parties agreeing to the annual fee to be charged by WASHOE to USER.

DATE: 4/21/15

BY: *Chuck Allen*
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF
COMMISSIONERS

DATE: 7/14/15

BY: *Maulea Burkholder*
CHAIRMAN

DATE: July 14, 2015

ATTEST: *Nancy L. Poirer*
WASHOE COUNTY CLERK



USER

DATE: 6-11-2015

BY: *[Signature]*

Exhibit A
FY 15/16

Full Services Provided Under the Forensic Science Division Contract Option A

Controlled Substances (Goal for average turnaround time within 90 days)

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - Up to 5 separate items can be submitted per case.
 - Evidence will be accepted in cases that are being actively prosecuted, needed for Grand Jury to support charges, to obtain a warrant, in an on-going investigation, or for officer safety.
- Only selected items from those submitted will be analyzed.
 - When substances likely to contain a Schedule I compound are submitted, one of each type of substance will be analyzed.
 - When a Schedule I compound is identified, substances likely to contain a compound in a lower schedule will not be analyzed.
 - Visually similar substances will be tested when the total net weight could substantiate a trafficking charge. This may be deferred until the case is set for District Court.
 - Residue and paraphernalia items only will be tested when no other controlled substance evidence exists.
 - Pharmaceutical preparations (tablets or capsules)
 - ♦ Identification of any controlled substance in one dosage unit when no other controlled substance evidence is present (except marijuana).
 - ♦ Visual examination only when a scheduled controlled substance is identified, as outlined above (except marijuana), or if consistent with prescription or over-the-counter preparations.

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

- Controlled Substances services NOT included, or restricted.
 - Quantitative or purity analysis
 - Analysis of the contents of syringes; unless extenuating circumstances exist as approved by the Laboratory Director
 - Analysis of non-controlled substances as poisons, clandestine laboratories chemicals, and various cutting agents.
 - Clandestine lab testimony

Shoeprint and Tire track Comparison (Goal for average turnaround time within 90 days)

Firearms/Toolmark Examinations (Cases going to court and those needed for investigative purposes are being prioritized. After those, cases are being worked in reverse order (newest first))

- Distance determination
- Comparative analysis (bullets, cartridge cases, toolmarks etc.)
- Weapon function test
- Serial number restoration

Crime Scene Investigation (24/7 Response; Goal for average time for evidence to be booked in is 10 days and release of scene reports is 30 days)

- Homicide
- Attempted homicide
- Officer involved shootings
- Questionable deaths with detective on scene
- Kidnapping
- Child abuse
- Sexual assault with substantial bodily injury or unknown suspect
- Battery with a deadly weapon with substantial bodily injury
- Armed robbery with substantial bodily injury
- Bank robbery with substantial bodily injury
- Robbery, strong armed, with substantial bodily injury
- Fatal traffic accidents when vehicular homicide is suspected
- Homicide autopsy
- Does NOT include response to non-major crimes such as burglary, recovered stolen vehicle, evidence collection from officer at hospital, consensual sexual cases, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer

Latent Print Processing (Goal for average turnaround time within 90 days)

- Appropriate chemical or powder processing of submitted items
- Development and submission of latent prints of value

Latent Print Comparison (Goal for average turnaround time within 30 days)

- Evaluation of submitted prints- determination of value
- WIN/ABIS (Western Identification Network/Automated Biometric Identification System)
- Known subject comparison

Photo Laboratory Services (Goal for average turnaround time within 14 days)

- Creation of CDs from scene photos taken by FIS
- CDs created from previously processed 35mm negatives

Primary Examination (Goal for average turnaround time within 90 days)

- Presumptive and confirmatory stain characterization
 - Semen (presence of sperm cells)
 - Seminal fluid (absence of sperm cells)
 - Saliva
 - Blood including human blood
- Determination of human vs animal hair and suitability of hair for DNA testing

DNA Analysis (Goal for average turnaround time crimes v persons within 90 days)

- Homicide (up to 15 evidentiary samples and 10 reference samples)

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

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

- DNA analysis on skeletal remains, weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny.
- Trace evidence analysis: fibers, glass, paint, hair, chemical unknowns, physical match and explosive materials
- Arson (Ignitable Liquids)
- Latent print processing or DNA analysis of fired cartridge casings.
- Document examination such as handwriting comparisons
- Consultation on casework performed by other laboratories
- Casework or testimony on civil matters

Incomplete Case Submissions:

Examination requests that are missing information may be held for up to 30 days awaiting complete information. If the information is not received, the examination will be cancelled, no report will be issued, and the evidence will be returned to the submitting agency.

Note: The following services are provided by the Forensic Science Division but are not included as part of this contract as they are funded by other means.

- The Breath Alcohol Program is funded by the State.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- DNA Analysis of Arrestee sample for the database. This is funded through an administrative assessment per NRS 176.0623.

- The IBIS/NIBIN (Integrated Ballistic Identification System/National Integrated Ballistic Information Network) (firearms database) is included for all agencies. This is not a service that is charged for.

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

**FORENSIC SUPPORT SERVICES AGREEMENT
BETWEEN
WASHOE COUNTY ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE
AND
CITY OF FALLON ON BEHALF OF
FALLON POLICE DEPARTMENT**

THIS AGREEMENT is made and entered by and between **WASHOE COUNTY**, on behalf of the **WASHOE COUNTY SHERIFF'S OFFICE**, hereinafter referred to collectively as **WASHOE**, and **CITY OF FALLON** on behalf of the **FALLON POLICE DEPARTMENT**, hereinafter referred to as **USER**.

W I T N E S S E T H:

WHEREAS, pursuant to NRS 277.180, **WASHOE** and **USER** may, in the performance of their functions, use each other's facilities and services, with the consent of the other party and subject to such terms and conditions as the parties may agree upon; and

WHEREAS, **USER** desires to acquire the assistance of **WASHOE** in providing **USER** the use of **WASHOE'S** Forensic Support Facilities and Services;

WHEREAS, **WASHOE** desires to provide its assistance to **USER** in regard to the use of **WASHOE'S** Forensic Support Facilities and Services;

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

1. **SERVICES PROVIDED**: Unless otherwise provided and/or amended by written agreement of the parties hereto, **WASHOE** shall provide for **USER** forensic analyses within the existing capabilities of **WASHOE** as set forth in **EXHIBIT B** attached hereto and hereby incorporated by reference. In this regard, it is the understanding and intent of the parties, as the capabilities of **WASHOE** change over time, to execute written amendments to this Agreement indicating any services no longer provided as well as to identify any new services to be provided and the cost thereof.

WASHOE staff shall be available, upon reasonable notice should **USER** require said staff, to participate in legal proceedings (discovery practice or court appearances) to testify as to any testing and certification services performed for **USER** pursuant to this Agreement.

15-0585

A. For fiscal year 2015/2016 USER shall pay to WASHOE a fee of **\$25,953**, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in **EXHIBIT B** attached hereto and hereby incorporated by reference. The annual fee shall compensate Washoe County for work performed during the contract period. Fees for services are due and payable in full within 30 days of USER'S receipt of billing by WASHOE. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in **EXHIBIT B**, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.

C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.

D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such consultation services.

E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such staff services.

2. INDEMNIFICATION: USER agrees to indemnify, defend and hold harmless WASHOE, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, or agents of USER in connection with the services to be provided pursuant to this Agreement.

WASHOE agrees to indemnify, defend and hold harmless USER, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, and agents of WASHOE in connection with the services to be provided pursuant to this Agreement.

The parties do not waive and intend to assert any liability limitations available under law, including but not limited to those defenses available under chapter 41 of Nevada Revised Statutes

in all cases.

3. MODIFICATION: Any modification or amendment to this Agreement, in order to be binding upon the parties, must be in writing and be signed by both of the parties hereto.

4. EFFECTIVE DATE AND RENEWAL:

A. This Agreement shall be effective as of July 1, 2015 and terminate as of June 30, 2016.

B. Either party to this Agreement may terminate this Agreement at any time of the term of the Agreement by giving the other party to this Agreement 180 days prior written notice.

C. This Agreement may be renewed by the parties for any subsequent fiscal year by virtue of the parties' execution of a renewal agreement setting for the fiscal year for which the renewal shall be effective, the services to be rendered, and the costs and fees to be incurred by USER to WASHOE. Any such renewal shall be contingent upon the parties agreeing to the annual fee to be charged by WASHOE to USER.

DATE: 4/21/15

BY: Chuck Allen
WASHOE COUNTY SHERIFF

WASHOE COUNTY BOARD OF COMMISSIONERS

DATE: 7/14/15

BY: Marsha Berkbigler
CHAIRMAN

DATE: July 14, 2015

ATTEST: Lancy L. Paunt
WASHOE COUNTY CLERK



DATE: 6/10/15

BY: [Signature]
USER

Exhibit B
FY 15/16

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

Controlled Substances (Goal for average turnaround time within 90 days)

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - ✓ Up to 5 separate items can be submitted per case.
 - ✓ Evidence will be accepted in cases that are being actively prosecuted, needed for Grand Jury to support charges, to obtain a warrant, in an on-going investigation, or for officer safety.
- Only selected items from those submitted will be analyzed.
 - ✓ When substances likely to contain a Schedule I compound are submitted, one of each type of substance will be analyzed.
 - ✓ When a Schedule I compound is identified, substances likely to contain a compound in a lower schedule will not be analyzed.
 - ✓ Visually similar substances will be tested when the total net weight could substantiate a trafficking charge. This may be deferred until the case is set for District Court.
 - ✓ Residue and paraphernalia items only will be tested when no other controlled substance evidence exists.
 - ✓ Pharmaceutical preparations (tablets or capsules)
 - Identification of any controlled substance in one dosage unit when no other controlled substance evidence is present (except marijuana).
 - Visual examination only when a scheduled controlled substance is identified, as outlined above (except marijuana), or if consistent with prescription or over-the-counter preparations.

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

- Controlled Substances services NOT included, or restricted.
 - Quantitative or purity analysis
 - Analysis of the contents of syringes; unless extenuating circumstances exist as approved by the Laboratory Director
 - Analysis of non-controlled substances as poisons, clandestine laboratories chemicals, and various cutting agents.
 - Clandestine lab testimony

Shoeprint and Tire Track Comparison (Goal for average turnaround time within 90 days)

Firearms/Toolmark Examinations (Cases going to court and those needed for investigative purposes are being prioritized. After those, cases are being worked in reverse order (newest first))

- Distance determination
- Comparative analysis (bullets, cartridge cases, toolmarks etc.)
- Weapon function test

- Serial number restoration

Latent Print Processing (Goal for average turnaround time within 90 days)

- Appropriate chemical or powder processing of submitted items
- Development and submission of latent prints of value

Latent Print Comparison (Goal for average turnaround time within 30 days)

- Evaluation of submitted prints- determination of value
- WIN/ABIS (Western Identification Network/Automated Biometric Identification System)
- Known subject comparison

Primary Examination (Goal for average turnaround time within 90 days)

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

DNA Analysis (Goal for average turnaround time crimes v persons within 90 days)

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

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

Crime Scene Investigation (24/7 Response; Goal for average time for evidence to be booked in is 10 days and release of scene reports is 30 days)

Crime Scene Investigation can be provided for the following types of cases at a rate of \$250.00 per hour per investigator. Calls outside of the Reno area will always required a minimum of 2 investigators. The FIS Sergeant will determine the number of investigators needed based on the case information.

- Homicide
- Attempted homicide
- Officer involved shootings
- Questionable deaths with detective on scene
- Kidnapping
- Child abuse
- Sexual assault with substantial bodily injury or unknown suspect
- Battery with a deadly weapon with substantial bodily injury
- Armed robbery with substantial bodily injury
- Bank robbery with substantial bodily injury

- Robbery, strong armed, with substantial bodily injury
- Fatal traffic accidents when vehicular homicide is suspected
- Homicide autopsy

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

- \$25.00 per CD

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

- DNA analysis on skeletal remains, weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny.
- Trace evidence analysis: fibers, glass, paint, hair, chemical unknowns, physical match and explosive materials
- Arson (Ignitable Liquids)
- Latent print processing or DNA analysis of fired cartridge casings.
- Document examination such as handwriting comparisons
- Consultation on casework performed by other laboratories
- Casework or testimony on civil matters

Incomplete Case Submissions:

Examination requests that are missing information may be held for up to 30 days awaiting complete information. If the information is not received, the examination will be cancelled, no report will be issued, and the evidence will be returned to the submitting agency.

Note: The following services are provided by the Forensic Science Division but are not included as part of this contract as they are funded by other means.

- The Breath Alcohol Program is funded by the State.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- DNA Analysis of Arrestee sample for the database. This is funded through an administrative assessment per NRS 176.0623.
- The IBIS/NIBIN (Integrated Ballistic Identification System/National Integrated Ballistic Information Network) (firearms database) is included for all agencies. This is not a service that is charged for.

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

**FORENSIC SUPPORT SERVICES AGREEMENT
BETWEEN
WASHOE COUNTY ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE
AND
STOREY COUNTY ON BEHALF OF
STOREY COUNTY SHERIFF'S OFFICE**

THIS AGREEMENT is made and entered by and between **WASHOE COUNTY**, on behalf of the **WASHOE COUNTY SHERIFF'S OFFICE**, hereinafter referred to collectively as **WASHOE**, and **STOREY COUNTY** on behalf of the **STOREY COUNTY SHERIFF'S OFFICE**, hereinafter referred to as **USER**.

W I T N E S S E T H:

WHEREAS, pursuant to NRS 277.180, **WASHOE** and **USER** may, in the performance of their functions, use each other's facilities and services, with the consent of the other party and subject to such terms and conditions as the parties may agree upon; and

WHEREAS, **USER** desires to acquire the assistance of **WASHOE** in providing **USER** the use of **WASHOE'S** Forensic Support Facilities and Services;

WHEREAS, **WASHOE** desires to provide its assistance to **USER** in regard to the use of **WASHOE'S** Forensic Support Facilities and Services;

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

1. **SERVICES PROVIDED**: Unless otherwise provided and/or amended by written agreement of the parties hereto, **WASHOE** shall provide for **USER** forensic analyses within the existing capabilities of **WASHOE** as set forth in **EXHIBIT B** attached hereto and hereby incorporated by reference. In this regard, it is the understanding and intent of the parties, as the capabilities of **WASHOE** change over time, to execute written amendments to this Agreement indicating any services no longer provided as well as to identify any new services to be provided and the cost thereof.

WASHOE staff shall be available, upon reasonable notice should **USER** require said staff, to participate in legal proceedings (discovery practice or court appearances) to testify as to any testing and certification services performed for **USER** pursuant to this Agreement.

15-0585

A. For fiscal year 2015/2016 USER shall pay to WASHOE a fee of **\$22,095**, which fee shall entitle USER to the use of the forensic laboratory services currently within the capability of WASHOE as such are more fully set forth in **EXHIBIT B** attached hereto and hereby incorporated by reference. The annual fee shall compensate Washoe County for work performed during the contract period. Fees for services are due and payable in full within 30 days of USER'S receipt of billing by WASHOE. Toxicology services shall continue to be invoiced quarterly. Toxicology services are not included in this Agreement. Any costs incurred for toxicology services shall be invoiced separately and shall be paid in addition to the annual fee paid by USER hereunder.

B. In the event, during any fiscal year covered by this Agreement, WASHOE shall increase its forensic laboratory services beyond those set-forth in **EXHIBIT B**, the parties agree to negotiate, in good faith, an increase in the annual fee charged by WASHOE to USER to compensate WASHOE for the provision of the additional forensic laboratory services to USER. Any such agreement shall be memorialized by a written addendum to this Agreement signed by both of the parties hereto. Any increase in the annual fee shall be due and payable in full within 30 days after execution of said addendum.

C. In the event that the governing body of the county fails to obligate any funds necessary to carry out the duties created hereunder beyond the county's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.

D. During the term of this Agreement, in the event that WASHOE shall be required to engage the consultation services of any outside forensic laboratory or specialist in order to provide USER with any additional expertise or equipment outside of the current capability of WASHOE to perform for USER, USER shall reimburse WASHOE in full for any costs or fees incurred as a result of said consultation. Any such consultation fees shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such consultation services.

E. In the event that USER shall require the testimony of any of the staff of WASHOE in any legal proceedings in order to testify as to any testing or certification performed for USER pursuant to this Agreement, USER agrees to reimburse WASHOE for any compensation, benefits, travel and per diem costs incurred by WASHOE in providing said staff at the time, place and for the purposes required to assist USER. Any such reimbursement shall be due and payable in full within 30 days of USER'S receipt of billing by WASHOE for any such staff services.

2. INDEMNIFICATION: USER agrees to indemnify, defend and hold harmless WASHOE, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, or agents of USER in connection with the services to be provided pursuant to this Agreement.

WASHOE agrees to indemnify, defend and hold harmless USER, its officers, employees, and agents, from and against any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, and agents of WASHOE in connection with the services to be provided pursuant to this Agreement.

The parties do not waive and intend to assert any liability limitations available under law, including but not limited to those defenses available under chapter 41 of Nevada Revised Statutes

in all cases.

3. **MODIFICATION:** Any modification or amendment to this Agreement, in order to be binding upon the parties, must be in writing and be signed by both of the parties hereto.

4. **EFFECTIVE DATE AND RENEWAL:**

A. This Agreement shall be effective as of July 1, 2015 and terminate as of June 30, 2016.

B. Either party to this Agreement may terminate this Agreement at any time of the term of the Agreement by giving the other party to this Agreement 180 days prior written notice.

C. This Agreement may be renewed by the parties for any subsequent fiscal year by virtue of the parties' execution of a renewal agreement setting for the fiscal year for which the renewal shall be effective, the services to be rendered, and the costs and fees to be incurred by USER to WASHOE. Any such renewal shall be contingent upon the parties agreeing to the annual fee to be charged by WASHOE to USER.

DATE: 4/21/15

BY: Chuck Allen
WASHOE COUNTY SHERIFF

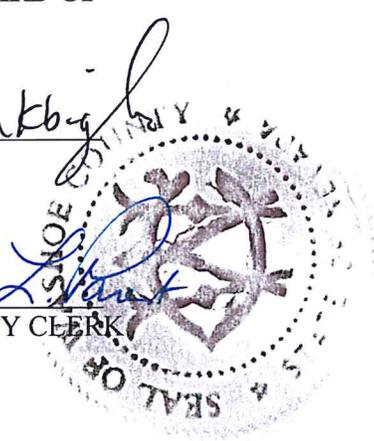
WASHOE COUNTY BOARD OF
COMMISSIONERS

DATE: 7/14/15

BY: Marela Berkby
CHAIRMAN

DATE: July 14, 2015

ATTEST: Lancy L. Hunt
WASHOE COUNTY CLERK



USER

DATE: 5/28/15

BY: [Signature]

Exhibit B
FY 15/16

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

Controlled Substances (Goal for average turnaround time within 90 days)

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - ✓ Up to 5 separate items can be submitted per case.
 - ✓ Evidence will be accepted in cases that are being actively prosecuted, needed for Grand Jury to support charges, to obtain a warrant, in an on-going investigation, or for officer safety.
- Only selected items from those submitted will be analyzed.
 - ✓ When substances likely to contain a Schedule I compound are submitted, one of each type of substance will be analyzed.
 - ✓ When a Schedule I compound is identified, substances likely to contain a compound in a lower schedule will not be analyzed.
 - ✓ Visually similar substances will be tested when the total net weight could substantiate a trafficking charge. This may be deferred until the case is set for District Court.
 - ✓ Residue and paraphernalia items only will be tested when no other controlled substance evidence exists.
 - ✓ Pharmaceutical preparations (tablets or capsules)
 - Identification of any controlled substance in one dosage unit when no other controlled substance evidence is present (except marijuana).
 - Visual examination only when a scheduled controlled substance is identified, as outlined above (except marijuana), or if consistent with prescription or over-the-counter preparations.

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

- Controlled Substances services NOT included, or restricted.
 - Quantitative or purity analysis
 - Analysis of the contents of syringes; unless extenuating circumstances exist as approved by the Laboratory Director
 - Analysis of non-controlled substances as poisons, clandestine laboratories chemicals, and various cutting agents.
 - Clandestine lab testimony

Shoeprint and Tire Track Comparison (Goal for average turnaround time within 90 days)

Firearms/Toolmark Examinations (Cases going to court and those needed for investigative purposes are being prioritized. After those, cases are being worked in reverse order (newest first))

- Distance determination
- Comparative analysis (bullets, cartridge cases, toolmarks etc.)
- Weapon function test

- Serial number restoration

Latent Print Processing (Goal for average turnaround time within 90 days)

- Appropriate chemical or powder processing of submitted items
- Development and submission of latent prints of value

Latent Print Comparison (Goal for average turnaround time within 30 days)

- Evaluation of submitted prints- determination of value
- WIN/ABIS (Western Identification Network/Automated Biometric Identification System)
- Known subject comparison

Primary Examination (Goal for average turnaround time within 90 days)

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

DNA Analysis (Goal for average turnaround time crimes v persons within 90 days)

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

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

Crime Scene Investigation (24/7 Response; Goal for average time for evidence to be booked in is 10 days and release of scene reports is 30 days)

Crime Scene Investigation can be provided for the following types of cases at a rate of \$250.00 per hour per investigator. Calls outside of the Reno area will always required a minimum of 2 investigators. The FIS Sergeant will determine the number of investigators needed based on the case information.

- Homicide
- Attempted homicide
- Officer involved shootings
- Questionable deaths with detective on scene
- Kidnapping
- Child abuse
- Sexual assault with substantial bodily injury or unknown suspect
- Battery with a deadly weapon with substantial bodily injury
- Armed robbery with substantial bodily injury
- Bank robbery with substantial bodily injury

- Robbery, strong armed, with substantial bodily injury
- Fatal traffic accidents when vehicular homicide is suspected
- Homicide autopsy

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

- \$25.00 per CD

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

- DNA analysis on skeletal remains, weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny.
- Trace evidence analysis: fibers, glass, paint, hair, chemical unknowns, physical match and explosive materials
- Arson (Ignitable Liquids)
- Latent print processing or DNA analysis of fired cartridge casings.
- Document examination such as handwriting comparisons
- Consultation on casework performed by other laboratories
- Casework or testimony on civil matters

Incomplete Case Submissions:

Examination requests that are missing information may be held for up to 30 days awaiting complete information. If the information is not received, the examination will be cancelled, no report will be issued, and the evidence will be returned to the submitting agency.

Note: The following services are provided by the Forensic Science Division but are not included as part of this contract as they are funded by other means.

- The Breath Alcohol Program is funded by the State.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- DNA Analysis of Arrestee sample for the database. This is funded through an administrative assessment per NRS 176.0623.
- The IBIS/NIBIN (Integrated Ballistic Identification System/National Integrated Ballistic Information Network) (firearms database) is included for all agencies. This is not a service that is charged for.

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

RESOLUTION Increase Petty Cash Fund from \$200.00 to \$2,000.00 for the Public Administrator.

WHEREAS, The Board of County Commissioners of Washoe County, pursuant to NRS 354.609, has the authority to create and fund change and petty cash fund accounts; and

WHEREAS, the Public Administrator has requested an increase in the petty cash fund from \$200.00 to \$2,000.00 to assist in the administration of that office; now, therefore, be it

RESOLVED, BY THE BOARD OF COMMISSIONERS OF WASHOE COUNTY, NEVADA as follows:

1. That, pursuant to the provisions of NRS 354.609, the County Treasurer and the County Comptroller are hereby authorized and directed to take all necessary steps to establish and account for an increase in the petty cash fund of \$1,800.00 (for a total petty cash fund of \$2,000.00) for the Public Administrator.
2. That the above additional \$1,800.00 will be funded from the Washoe County Treasurer's Commercial Bank Account.
3. That said petty cash fund will be used exclusively for transactions related to the Public Administrator.
4. That the Department Head shall henceforth be held accountable for the petty cash fund authorized by this resolution.
5. That the County Clerk is directed to distribute copies of this Resolution to the Washoe County Treasurer, Comptroller, Internal Auditor, Public Administrator and the Nevada Department of Taxation.

ADOPTED this 14^h day of July, 2015.

By: Masha Bertoglio
Chairman
Washoe County Commission

ATTEST:

Daney L. Parent
Washoe County Clerk

15-0201

RESOLUTION Establish a two hundred dollar (\$200.00) change fund for Washoe County Regional Animal Services to accept cash payments from clients utilizing Low Cost Vaccination Clinics.

WHEREAS, The Board of County Commissioners of Washoe County, pursuant to NRS 354.609, has the authority to create and fund change and petty cash fund accounts; and

WHEREAS, Washoe County Regional Animal Services has made a request for a two hundred dollar (\$200.00) change fund to accept cash payment from clients utilizing the services at the Low Cost Vaccination Clinics; now, therefore, be it

RESOLVED, BY THE BOARD OF COMMISSIONERS OF WASHOE COUNTY, NEVADA as follows:

1. That, pursuant to the provisions of NRS 354.609, the County Treasurer and the County Comptroller are hereby authorized and directed to take all necessary steps to establish said change fund in the amount of totaling two hundred dollars (\$200.00), from the Animal Services fund of the county for Washoe County Regional Animal Services.
2. That said cash fund be used exclusively for transactions related to the Washoe County Regional Animal Services probationers cash payments for probationary supervision, lab fees and other specialty court fees.
4. That the Washoe County Regional Animal Services Director shall henceforth be held accountable for the two hundred dollars (\$200.00) change fund authorized by this resolution.
5. That the County Clerk is directed to distribute copies of this Resolution to the Washoe County Treasurer, Comptroller, Internal Auditor, Regional Animal Services and the Nevada Department of Taxation.

ADOPTED this 14th day of July 2015

WASHOE COUNTY COMMISSION

By: *Marsha Berthoff*
Chairman

ATTEST:

Dancy L. Parent
Washoe County Clerk



15-0588

RESOLUTION Establish a \$5,000.00 petty cash fund for investigative purposes for the Washoe County Sheriff's Office Detective Division.

WHEREAS, The Board of County Commissioners of Washoe County, pursuant to NRS 354.609, has the authority to create and fund change and petty cash fund accounts; and

WHEREAS, Washoe County Sheriff's Office Detective Division has requested to establish a \$5,000.00 petty cash fund for investigative purposes to assist in the administration of that office; now, therefore, be it

RESOLVED, BY THE BOARD OF COMMISSIONERS OF WASHOE COUNTY, NEVADA as follows:

1. That, pursuant to the provisions of NRS 354.609, the County Treasurer and the County Comptroller are hereby authorized and directed to take all necessary steps to establish and petty cash account in the amount of \$5,000.00 for the Washoe County Sheriff's Office Detective Division.
2. That said petty cash fund be used exclusively for transactions related to the Washoe County Sheriff's Office Detective Division.
4. That the Sheriff shall henceforth be held accountable for the petty cash fund authorized by this resolution.
5. That the County Clerk is directed to distribute copies of this Resolution to the Washoe County Treasurer, Comptroller, Internal Auditor, Sheriff's Office and the Nevada Department of Taxation.

ADOPTED this 14th day of July 2015

WASHOE COUNTY COMMISSION

By Maisha Berthel
Chairman

ATTEST:

Janey L. Parrot
Washoe County Clerk

15-0507

**INTERLOCAL AGREEMENT BETWEEN
WASHOE COUNTY ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE
AND
THE NORTH LAKE TAHOE FIRE PROTECTION DISTRICT**

This Agreement is executed and entered into this ___ day of _____, 2015, by and between the North Lake Tahoe Fire Protection District (hereafter referred to as "NLTFPD"), and Washoe County, for and on behalf of the Washoe County Sheriff's Office (hereafter referred to as "WCSO").

RECITALS

WHEREAS, WCSO, and NLTFPD are authorized under NRS 277.180 to contract with any one or more public agencies to perform any government service, activity or undertaking which any of the public agencies entering into the Agreement is authorized by law to perform;

WHEREAS, NLTFPD requires dispatch and communications services to perform its public safety duties;

WHEREAS, WCSO possesses extensive resources in the field of dispatch and communications and has agreed to make such services available to the NLTFPD;

WHEREAS, it is deemed that the services of WCSO hereinafter set forth are both necessary to NLTFPD and in the best interests of both parties and the public.

NOW, THEREFORE, based upon the foregoing recitals which are incorporated by reference, the parties mutually agree as follows:

1. **EFFECTIVE DATE.** This Agreement shall be effective June 30, 2015.
2. **TERM OF AGREEMENT.** This Agreement shall continue from the effective date of this Agreement until June 30, 2016, and shall automatically extend for one (1) additional year term on the same terms and conditions contained in this Agreement, provided neither party is in default at the time of renewal, or the Agreement is not otherwise terminated pursuant to Section 3.
3. **TERMINATION.** This Agreement may be terminated by either party with 120 (120) days written notice to the other party delivered to the address set forth in the Notice Section set forth below.
4. **MODIFICATION OF AGREEMENT.** The parties may mutually agree to modify the terms of this Agreement. Such modification must be in writing and signed by all parties with the proper authorization and authority.

15-0594

- a. If either party determines that a revision to the Agreement is required, the other party will be notified in writing of the requested change/revision.
 - b. Both parties will be responsible for contacting its respective legal departments for review and revisions and to prepare the appropriate document to make the requested changes to the Agreement.
 - d. Both parties will be responsible for providing the proposed revisions in the Agreement to their legal counsel.
 - e. When both parties and their counsel have agreed to the recommended changes, then each party will obtain the necessary approvals and signatures from their board and provide the finalized document to the other party for appropriate approval and signature.
5. **NOTICE.** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile, electronic mail 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 herein as:

North Lake Tahoe Fire Protection District
Attn: Fire Chief
866 Oriole Way
Incline Village, Nevada 89451

Washoe County Sheriff's Office
Attn: Sheriff
911 Parr Blvd
Reno, Nevada 89512

6. **DISPATCH USERS GROUP.** The parties agree to establish a Dispatch Users Group, which must meet on a regular basis. The membership shall include the Fire Chief and Chief Operations Officer of the NLTFPD and the Sheriff's Captain and the Sheriff's Communications Supervisor, or their designees. The functions of the committee are as follows:
- a. To advise on the annual operating and capital budget for the provision of dispatch services; and
 - b. To assist in the development and monitoring of policies, procedures, and operational priorities for the provision of dispatch services for each party; and
 - c. To evaluate the performance of dispatch services to include level of staffing, timeliness, and quality of services provided to the parties.

7. **EMPLOYEES.** All employees assigned to the communications center shall be employees of the County. These employees shall be subject to all County personnel rules and regulations including, but not limited to, hiring, employee status, performance evaluations, disciplinary actions, and employee rights, including rights to representation, and methods of establishing and modifying salary and benefit practices. NLTFPD may utilize employees on light duty and assign them to assist with dispatch functions for augmentation of services as needed.

8. **DUTIES AND RESPONSIBILITIES OF WCSO.** The following is a description of the duties of WCSO in accordance with the terms of this Agreement. WCSO agrees to the following duties and responsibilities in addition to any additional requirements set forth in this Agreement.
 - a. Receive, process and dispatch “9-1-1 emergency” calls for service to NLTFPD Jurisdiction.
 - b. Receive, process and dispatch non-emergency calls for and to the NLTFPD Jurisdiction.
 - c. Dispatch operations will be conducted with the use of a Computer Aided Dispatching system (CAD), which will maintain daily activity logs and Maintenance/Up-dates of Maverick Mapping Software.
 - d. Maintain and record unit status and availability in a format required by WCSO and NLTFPD policy and procedure committee
 - e. Receive, process, relay and/or respond to radio transmissions from and to all NLTFPD personnel on the 800 MHz and or VHF shared radio network or other means when necessary
 - f. With information provided by NLTFPD, maintain an equipment resource file, responsible person’s file, personnel call-up list, programming for the CAD files, interface with Fire Records Management System (RMS) and agency personnel work schedule.
 - g. When requested by NLTFPD, notify the appropriate law enforcement agency, fire department, Federal Agency or emergency medical services, to provide assistance, if available. All notifications will be made in accordance with WCSO and NLTFPD policies.
 - h. WCSO will provide information and services related to NCIC/NCJIS inquiries when requested by NLTFPD personnel in accordance with and to the extent allowed by NCIC/NCJIS policies.
 - i. Maintain recordings of all telephone and radio communications; provide retrieval at the recipient’s request in accordance with Nevada Public Records laws.
 - j. Retain dispatch tapes and related evidentiary material in accordance of public retention policy per Chapter 239 of the Nevada Revised Statutes.
 - k. Provide routine “testing” of communications equipment to include volunteer notification systems in accordance with WCSO Policies and Procedures.

- l. Maintain all communication equipment located within the Communications Center to permit transmission of fire related complaints, emergency or nonemergency communications to and from NLTFPD in compliance with applicable FCC, federal, state and local laws.
- m. WCSO shall use its best efforts to dispatch all NLTFPD calls for service in accordance with NFPA¹, NAEMDMED² and Emergency Fire Dispatch (EFD) standards of dispatch.
- n. WCSO shall provide a monthly report of compliancy to NFPA standards as identified in (m) above and provide current proof of EMD/EFD certifications for dispatchers providing dispatch services to NLTFPD.
- o. WCSO subscribes to the National Emergency Number Association (NENA) call taking operational standard: Ninety percent (90%) of all 9-1-1 calls arriving at the PSAP shall be answered within ten (10) seconds. The remaining ten percent (10%) of calls should be answered within twenty (20) seconds.
- p. WCSO shall provide a monthly NENA compliance report as identified in (o) above.

9. **DUTIES AND RESPONSIBILITIES OF NLTFPD.** The following is a description of the duties of NLTFPD in accordance with the terms of this Agreement. NLTFPD agrees to the following duties and responsibilities in addition to other requirements as set forth in this Agreement.

- a. At its own expense, install and maintain all “exterior” communications equipment, including but not limited to vehicle and portable radio equipment necessary to communicate with WCSO through acceptable frequencies and repeater sites and ensure compliance with applicable FCC, federal, state and local laws
- b. Maintain any and all existing radio equipment outside of the above mentioned equipment, scanners and repeater sites that NLTFPD determines is essential to their operation.
- c. Notify WCSO of the geographic boundaries of NLTFPD’s jurisdiction, and advise immediately, in writing, of any changes thereto.
- d. Ensure that all users of NLTFPD services are notified of the proper procedure for making emergency and non-emergency requests for services through WCSO for proper and prompt handling.

10. **COST OF SERVICES.** Each Participating Agency shall make contributions for the support of the total annual operating and capital costs of dispatch services provided on behalf of each party.

¹ NFPA 1221 2010 Edition, Chapter 7 Operations, Section 7.4 Operating Procedures, 7.4.2. NFPA Standards reflect that 95 percent of fire emergency call taking and dispatching (combined) are completed within 60 seconds and 99 percent are completed within 90 seconds.

² Clawson and Dernocoeur, National Academy Emergency Dispatch NAED MPDS, v.11.1 Liberty Press, 2002, ISBN:0-9658890-2-5, Print. (Medical) Call Processing and dispatch of EMS Priority Echo (E) EMS Incidents within 60 seconds, 95 percent of the time (Incoming time to dispatch time.)

- a. NLTFPD agrees to pay WCSO a flat fee of \$300,000.00 annually to provide the services set forth herein.
- b. NLTFPD shall tender payment to WCSO within 30 days of receipt of quarterly invoices.

11. **RECORD MAINTENANCE.** WCSO agrees to keep and maintain full, true and complete records, contracts, books and documents as are necessary to fully disclose to the NLTFPD, State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all NLTFPD, state and federal regulations and statutes. The period of retention shall be set forth by both parties, dictated by policies and procedures. These records will also include, but are not limited to, call histories, unit statuses, dispatch and related response times, and various statistical data relative to the user agency's daily and annual operations.

12. **LIMITED LIABILITY.** Without waiving any defenses or limitations set forth in NRS Chapter 41, the parties agree that each will be responsible for any liability, damages or loss that may be incurred as a result of any claim, demand, cost or judgment made against that party arising from an intentional, reckless, negligent act or negligent failure to act by any of that party's employees, agents, servants in connection with work or responsibility performed pursuant to this Agreement.

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 Agreement damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

13. **INDEMNIFICATION.** Pursuant to Nevada Revised Statutes, Chapter 41, and without waiving any provisions thereof, the parties hereto agree to hold harmless, indemnify and defend each other from and against any and all losses, liabilities or expenses of any nature resulting from any claim for injury to the person or property of another as a result of any negligent, reckless or intentional act on the part of their respective employees, agents or servants. Neither party waives any right or defense to indemnification that may exist in law or equity.

14. **INSURANCE.** The parties to this Agreement shall procure and maintain, during the term of this Agreement, General Liability Insurance or provide for their respective financial obligations through a program of self-insurance in compliance with the Nevada Revised Statutes Chapter 41

15. **INDEPENDENT PUBLIC AGENCIES.** The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. With respect to the performance of services pursuant to this Agreement, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Agreement. WCSO shall have the sole right to

supervise, manage, operate, control and direct performance of the details incident to its duties and personnel herein. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of any 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 parties.

16. **USE OF EQUIPMENT** . All equipment and maintenance of equipment located within the facility, either radio or telephonic, shall remain the property of the appropriate agency
17. **INSPECTION AND AUDIT**. Either Participating Agency shall have the right to conduct a performance audit of the consolidated dispatch center at its expense. The other participating Agency shall cooperate in the conduct of such a performance audit.
18. **BREACH; REMEDIES**. Failure of either party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, 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.
19. **WAIVER OF BREACH**. Failure to declare a breach or the actual waiver of any particular breach of this Agreement 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.
20. **FORCE MAJEURE**. Neither party shall be deemed to be in violation of this Agreement 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 Agreement after the intervening cause ceases.
21. **SEVERABILITY**. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.
22. **ASSIGNMENT**. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

23. **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.
24. **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 Agreement.
25. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to perform the services set forth in this Agreement.
26. **GOVERNING LAW; JURISDICTION.** This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts in the Second Judicial District for enforcement and construction of this Agreement.
27. **PRIOR AGREEMENTS.** This Agreement supersedes any prior agreement for such services and the prior agreement is thereby terminated as of the date this Agreement becomes effective.
28. **ENTIRE AGREEMENT AND MODIFICATION.** This Agreement constitutes 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 Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.
29. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.
30. **THIRD PARTY BENEFICIARY RIGHTS.** This Agreement is not intended to and does not create any third party beneficiary rights in any person not a party to this Agreement.

The parties have caused this Agreement to be duly executed this _____ day of _____, 2015.

**WASHOE COUNTY
BOARD OF COUNTY COMMISSIONERS**

**NORTH LAKE TAHOE FIRE
PROTECTION DISTRICT**

BY: Marsha Berkgigler
Marsha Berkgigler, Chairperson

BY: _____
Paul Zahler, Chairman

DATE: 7/14/15

DATE: _____

ATTEST:

BY: Nancy L. Parent, County Clerk

DATE: July 14, 2015

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF HEALTH CARE FINANCING AND POLICY**

1100 E. William Street, #108
Carson City, Nevada 89701
Phone (775) 684-3636 Fax (775) 684-3799

and

WASHOE COUNTY

PO Box 11130
Reno, Nevada 89520-0027
Phone (775) 785-5641 Fax (775) 785-5640

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

WHEREAS, it is deemed that the services of Washoe County hereinafter set forth are both necessary to the Division of Health Care Financing and Policy (DHCFP) 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 retroactively from July 1, 2015 to June 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 federal and/or State Legislature funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. NOTICE. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.
6. INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

15-0598

ATTACHMENT A: SCOPE OF WORK
ATTACHMENT B: BUDGET PROPOSAL

7. CONSIDERATION. The County agrees as set forth in paragraph (6), to transfer to DHCFP 1.95 percent of the total amount of disproportionate share payments distributed to all hospitals, for each fiscal year, but not to exceed ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000.00) per year, with a total Contract amount not to exceed THREE MILLION DOLLARS (\$3,000,000) for the contract term. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.
8. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.
9. INSPECTION & AUDIT.
 - a. Books and Records. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.
 - b. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.
 - c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.
10. BREACH; REMEDIES. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for State-employed attorneys.
11. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.

12. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
13. INDEMNIFICATION.
- a. To the fullest extent of limited liability as set forth in paragraph (11) of this Contract, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.
- b. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.
14. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.
15. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
16. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the unenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
17. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.
18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.
19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

20. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.
21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).
22. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.
23. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the Office of the Attorney General.

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

Washoe County Commission

Marsha Berkgigler 7/14/15 _____
Marsha Berkgigler Date Chairwoman
Title

**Department of Health and Human Services
Division of Health Care Financing and Policy**

Leah Lamborn Date Chief Fiscal Officer, DHCFP
Title

Laurie Squartsoff Date Administrator, DHCFP
Title

Richard Whitley Date Interim Director, DHHS
Title

Signature – Nevada State Board of Examiners APPROVED BY BOARD OF EXAMINERS

Approved as to form by: _____
On _____ (Date)

Deputy Attorney General for Attorney General, State of Nevada On _____ (Date)

ATTACHMENT A

ATTACHMENT A
WASHOE COUNTY INTERGOVERNMENTAL TRANSFER (IGT)
SCOPE OF WORK

1. This contract is undertaken between the Department of Health and Human Services, Division of Health Care Financing and Policy (DHCFP) and Washoe County (County) in an effort to provide a means by which funds allocated by County for certain indigent services can be combined with federal matching funds for persons eligible for Medicaid or other indigent individuals in Nevada. Nothing contained in this contract is intended to diminish the scope and quality of medical services provided to individuals qualified by eligibility standards adopted by County.
2. DHCFP and County, by joining in this contract, agree that existing medical coverage and services to individuals will be maintained in a manner so as to prevent the transfer of responsibility for medical care for such individuals from the State of Nevada to any county government in the state.
3. The parties agree that the services or activities to be performed are as follows:
 - a. Pursuant to NAC 422.105 section 2 the County shall transfer to DHCFP 1.95 percent of the total amount of disproportionate share payments distributed to all hospitals pursuant to this chapter and NRS 422.380 to 422.390, inclusive, for the current fiscal year, but not more than ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000.00) per year, with a total Contract amount not to exceed THREE MILLION DOLLARS (\$3,000,000) for the contract term. Payment shall be made in quarterly payments as determined by DHCFP. The payment for each quarter shall be due no later than the 30th day of the first month of each quarter (July 30, October 30, January 30, and April 30). The source of funds for the payment must be in accordance with NRS 422.382.
 - b. If the County pays the amounts specified above, NAC 422.105 section 3 waives the County's obligation to pay for medical treatment for indigent inpatients pursuant to NRS 428.010, NRS 428.030 and NRS 450.500, for those indigent inpatients that are treated at Renown Regional Medical Center. For the purposes of this Contract, such obligation includes the obligation for all such payments to such hospitals for which the County is directly responsible including payments under NRS 428.235.
 - c. County shall make the determination of eligibility for medical and financial assistance pursuant to NRS 428.015. County may use such forms, as it deems appropriate for such determinations. County will make such reports for this purpose as may be prescribed by DHCFP.
4. Nothing in this contract shall be construed in such a manner as to limit the ability of County to determine eligibility for medical and financial assistance to indigent persons in accordance with NRS 428.015.

5. The parties agree that all services rendered under this contract shall be provided in compliance with the Federal Civil Rights Act of 1964, and the Americans with Disabilities Act, as amended, and no person shall be unlawfully denied service on the grounds of age, race, creed, color, sex, national origin, or handicap.
6. The parties hereby agree that all information regarding individuals receiving services as a result of this contract is and shall remain confidential, and shall not be disseminated by any party except for purposes directly related to the provision of services under this contract. See NRS 428.045(3).
7. The parties must expend and account for contract funds in accordance with applicable federal regulations. Fiscal control and accounting procedures must be sufficient to:
 - a. Permit the tracing of funds to a level of expenditure adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of applicable contract or regulatory requirements and statutes; and
 - b. Provide information pertaining to the actual cost of making eligibility determinations pursuant to NRS 428.015 and this contract.
8. The parties shall comply with all applicable local, state, and federal laws in carrying out the obligations of this contract, including all federal and state accounting procedures and requirements.

ATTACHMENT B

**Washoe County DSH Interlocal
Budget Proposal**

	SFY 2016	SFY 2017	Contract Total
Original contract	\$ 1,500,000.00	\$ 1,500,000.00	\$ 3,000,000.00
	\$ -		\$ -
	\$ -	\$ -	
		*	
Total	<u>\$ 1,500,000.00</u>	<u>\$ 1,500,000.00</u>	<u>\$ 3,000,000.00</u>