

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

TUESDAY

10:00 A.M.

FEBRUARY 28, 2017

PRESENT:

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

Nancy Parent, County Clerk
David Solero, Acting County Manager
Paul Lipparelli, Legal Counsel

ABSENT:

Jeanne Herman, Commissioner

The Washoe County Board of Commissioners convened at 10:03 a.m. in regular session in the Commission Chambers of the Washoe County Administration Complex, 1001 East Ninth Street, Reno, Nevada. Following the Pledge of Allegiance to the flag of our Country, the Clerk called the roll and the Board conducted the following business:

17-0136 AGENDA ITEM 3 Public Comment.

2nd Judicial District Court Chief Judge Patrick Flanagan stated the District Court was a partner in government and one of their closest partners was the Washoe County Sheriff's Office. The impact of the canine unit could not be overstated. He invited the two new K9 dogs Kyago and Speed and their handlers to step forward. Sergeant Phil Johns mentioned the dogs were shipped from Czechoslovakia to Indiana where they were paired with handlers. Within weeks of their certification the dogs were doing drug sniffs. He indicated he could not make public everything the dogs did since they were involved with federal agencies but noted the department had recovered \$600,000 in drug seizures the prior year and captured hundreds of pounds of methamphetamine, cocaine, opioids, and marijuana.

Nathan Daniel, Director of the Truckee Meadows Parks Foundation and a member of the Regional Open Space and Parks Commission, read an abridged version of a letter written to the Commission, which was placed on file with the Clerk. In it he requested the Board increase the Parks and Open Space Division's budget by 7 percent.

Tammy Holt-Still presented a document package, which was placed on file with the Clerk, and read a statement from that package.

Sam Dehne spoke about Burning Man and Tesla. He warned something needed to be done about medical marijuana and expressed his dissatisfaction with archaic drug testing.

Michael Welling, North Valleys resident, brought up the proposed Silver Hills development. He alleged there had been four major water events in northern Nevada which should only occur once every hundred years. He was concerned about the displacement of water in the area and how the County intended to keep water away from local properties. He requested the Board put water issues at the forefront of future discussions.

Cathy Brandhorst spoke about matters of concern to herself.

Juanita Cox spoke for Citizens in Action about exotic animals, saying both she and the Nevada Humane Society were concerned. She stated people had a right to have animals that would not harm the community and added people carried insurance for that reason. She voiced her displeasure of the fluoridation measure being heard at the Legislature and asserted it would cost Washoe County millions of dollars to clean up federally protected rivers and wildlife. She invited people to a seminar she was hosting.

Lee Grasseschi, Board Member of the Silver Knolls Mutual Water Company, alleged the new development in the area was slated to be built around their facilities. He suggested the need for discussion about several topics including protecting their main well and their piping and maintaining the company's sovereignty. He noted his company supplied water to the County park and expressed concern that when demand was high, arsenic levels rose. He announced they received a federal grant to install arsenic filters but it was a challenge to install them. He said Environmental Health Specialist Supervisor James English and Senior Environmental Health Specialist Wesley Rubio requested a plan that would put the park on the company's backup well. He desired to keep Washoe County happy but noted the transition to the backup well would require the County to do some construction. He expressed confusion over whether the road into the park was County or privately owned and added runoff from that road was causing flood damage to his personal property.

Tina Pope-Grasseschi, President of the Silver Knolls Mutual Water Company, added Silver Knolls Park was a horse park. She inquired when the proposed building of an enclosed horse arena at the park would happen and what parking would look like when completed. In regards to the flooding damage on their personal street she suggested the addition of a culvert or ditch could solve the problem.

Tim Stoffel talked about exotic animals and how several years prior the Commission charged Animal Services to update ordinances to match state codes and to clarify language. He felt Animal Services went overboard and their new restrictions affected all animal owners. He remarked the State would also be considering the issue and requested Animal Services wait on enacting any new regulations until the State made

their decisions. He asked the County to show exotic animal owners the same respect they did the new K9 dogs and their handlers.

Joannah Schumacher, representing Gifted Minds with Too Little Time, agreed with Mr. Stoffel, adding the only way many low-income children saw exotic animals was because current regulations allowed smaller organizations to run zoos. In her position as the President of the First Nevada Unit of The National Association of Parliamentarians, she thanked the Commission for following Robert's Rules of Order and requested that fact be listed on the County's website. She offered her organization's services to assist anyone wanting to learn more about Robert's Rules.

17-0137 AGENDA ITEM 4 Announcements/Reports.

David Solero, Acting County Manager, announced an emergency Agenda Item would be added after Agenda Item 15 regarding the State of Emergency declared by Washoe County Manager John Slaughter on February 23rd.

Commissioner Jung revealed she used campaign money to become a lifetime member of the Truckee Meadows Parks Foundation (TMPF) and challenged the other Commissioners to do the same. She lauded the TMPF's work with the student scholar program because many low-income students would travel to parks to do real science and data collection. She proposed giving \$5,000 of her discretionary funds to TMPF so their staff could enter the Truckee Meadows Parks Challenge. She supported Mr. Daniels' request to increase the Open Space and Regional Parks budget by at least 7 percent. She directed staff look into the Grassesschi's questions about parking and land ownership. She recounted her visit to Lemmon Valley and reported the flood water was not receding. She emphasized the need for an action plan, suggesting the County could provide porta-potties, hot showers, and portable water. She thought the Truckee Meadows Water Authority (TMWA) could be brought in to provide relief. She noted she would be attending meetings with Open Space and Regional Parks and the Washoe County Senior Services Advisory Board as the Commission's liaison. She and Chair Lucey would be attending the first meeting of the Capital Funding Protection Committee (CFPC) since the new sales tax was enacted. She urged the CFPC should be allowed to meet at the Commission Chambers so the meetings would have better video quality.

Commissioner Berkbigler requested a report from staff on the flooding in Silver Knolls. She indicated she received an email expressing concern over speeding vehicles on side streets where traffic was being diverted and suggested putting out lighted signs. She reported County and State employees took a helicopter trip to examine the flood area and requested a report on Lemmon Valley to be placed on each agenda.

Commissioner Hartung volunteered to contact TMWA regarding water trucks and suggested reaching out to a sanitation company for assistance. He stated he forwarded the email about speeding to the Sheriff's Office (SO) which indicated it would increase the patrols in the area. He noted the topic of assisting Lemmon Valley residents with flooding would be discussed at a Flood Management Authority meeting. He directed

staff to discuss safety issues regarding heavy-laden trucks accelerating onto Pyramid Highway and to consider an acceleration lane. He praised a recent unmanned drone flight and mentioned it could pave the way for cloud seeding possibilities if a drought were to happen again.

Chair Lucey acknowledged three students from Reno High School attending the meeting as part of their government class. He reminded the Board they gave Chair Lucey's seat on the Flood Board to Commissioner Herman, but due to Commissioner Herman having numerous scheduling conflicts, Chair Lucey requested an agenda item to take back the seat. He pointed out Washoe County was slated to make its presentation to the Assembly of Government Affairs Committee on March 7th and invited anyone to participate. He noted County Manager John Slaughter and Assistant County Manager Kevin Schiller were in Washington DC at the National Association of Counties Conference and they received a national Health and Human Services award for the Crossroads program. He spoke about numerous complaints of speeding on Andrew Lane in Steamboat Valley and indicated he had spoken with Senator Ben Kieckhefer several times about the issue. He mentioned a teen bullying and cyber violence initiative he was working on with Commissioner Lawrence Weekly from Clark County; they were looking to bring interested students from Washoe and Clark Counties to the Legislature. Finally he directed staff to consider services to southern Washoe Valley residents with regards to flooding, damage to roads, and ditch maintenance, calling for a proactive County-wide initiative to address those issues.

Commissioner Berkbigler talked about a notice she received from the Department of Taxation which was considering the removal the Lemmon Valley Underground Water Basin from the distribution of consolidated taxes. She sought a presentation as to how that would impact Lemmon Valley and Washoe County.

Commissioner Hartung mentioned he heard back from TMWA and they did not have an available water truck, but if there was a need there was one in Sutcliffe owned by Lyon County.

CONSENT AGENDA ITEMS – 5A through 5J2

17-0138 **5A** Approval of minutes for the Board of County Commissioner's regular meeting of January 24, 2017 and Strategic Planning Retreat of January 31, 2017.

17-0139 **5B** Approve roll change requests, pursuant to NRS 361.765 and/or NRS 361.768, for errors discovered for the 2014/2015, 2015/2016 and 2016/2017 secured tax roll and authorize Chair to execute the changes described in Exhibit A and direct the Washoe County Treasurer to correct the error(s). [cumulative amount of decrease to all taxing entities \$9,148.49]. Assessor. (Parcels are in Commission Districts 1, 2, 3 & 5.)

- 17-0140** **5C** Approve the following: (1) continuing a vehicle leasing program for 19 unmarked vehicles for the Washoe County Sheriff's Office, administered by the Community Services Department Operations Division by joining the City of Scottsdale, Arizona's bid #14RP006 for Police Department Undercover Vehicles; (2) allowing Enterprise Fleet Management, Inc. to continue as the vehicle provider for a 36-month period at an estimated annual cost of [\$84,924.00]; and (3) authorizing the Purchasing and Contracts Manager to execute the leasing contract documents on behalf of the Community Services Department Operations Division and the Washoe County Sheriff's Office. Community Services. (All Commission Districts.)
- 17-0141** **5D** Approve payments totaling \$9,806.47 to vendors for assistance of 53 victims of sexual assault and authorize Comptroller to process same. NRS 217.310 requires payment by the County of total initial medical care of victims, regardless of cost, and of follow-up treatment [costs of up to \$1,000] for victims, victim's spouses and other eligible persons. District Attorney. (All Commission Districts.)
- 17-0142** **5E** Approve amendments totaling an increase of [\$118,119] in both revenue and expense to the FY17 Epidemiology and Laboratory Capacity (ELC) Grant Program, IO 10984; and if approved direct the Comptroller's office to make the appropriate budget amendments. Health District. (All Commission Districts.)
- 17-0143** **5F** Approve Library Services and Technology Act, Diversity in Action grant award from the State of Nevada in the amount of [\$2,100., no local match required] for a retroactive term of February 13, 2017 through May 5, 2017 for the augmentation of Library Early Literacy Collections; direct the Comptroller's Office to make the necessary budget amendments; and authorize the Director to sign the grant award documents. Library. (All Commission Districts.)
- 17-0144** **5G** Waiver of six month "cooling off" period for former employee/independent contractor agreement for Ellen G.I. Clark, M.D. with estimated Independent Contractor Agreement cost of \$6,000. Medical Examiner. (All Commission Districts.)
- 17-0145** **5H** Acknowledge Receipt of the Report of Sale- January 24, 2017 Delinquent Special Assessment Sale [Sale Proceeds \$0.00]. Treasurer. (Commission Districts 2 and 4.)
- 17-0146** **5I1** Possible action to approve an appointment of Barbara Kinnison to the Washoe County Audit Committee to fill a one-year term beginning January 1, 2017 and ending December 31, 2017. (All Commission Districts.)

- 17-0147** **5I2** Acknowledgment of Publication of Notice of Intent to Augment Budgets and approval of the attached resolution to augment the General Fund [in the amount of \$141,903] to appropriate the Registrar of Voters' fee revenue generated from previously unbudgeted sources; and direct the Comptroller to make the appropriate budget amendments (net impact to General Fund is zero). (All Commission Districts.)
- 17-0148** **5I3** Approve the payment of \$29,425 to Tahoe Regional Planning Agency pursuant to the Tahoe Regional Planning Compact (Article VIII, Public Law 96-551, December 1980). (All Commission Districts.)
- 17-0149** **5J1** Approve funding [\$15,000.00, no match required] provided by the Reno Police Department through their grant award 16-JAG-22 through the Justice Assistance Grant program, Office of Criminal Justice Assistance for overtime costs associated with the Regional Gang Task Force activities for the retroactive grant period of 10/01/16 through 9/30/17; and if approved, authorize the Comptroller's Office to make the necessary budget amendments. (All Commission Districts.)
- 17-0150** **5J2** Acknowledge Receipt of Status Report of Commissary Fund submitted by the Washoe County Sheriff's Office Commissary Committee for Second Quarter for Fiscal Year 16/17. (All Commission Districts.)

There was no public comment on the Consent Agenda Items listed above.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried with Commissioner Herman absent, it was ordered that Consent Agenda Items 5A through 5J2 be approved. Any and all Resolutions or Interlocal Agreements pertinent to Consent Agenda Items 5A through 5J2 are attached hereto and made a part of the minutes thereof.

- 17-0151** **AGENDA ITEM 6** Appearance: Chris Askin, President and CEO, Community Foundation of Western Nevada. Presentation and update on the Caregiver Support Initiative. [10 minutes]

Chris Askin, President and CEO of the Community Foundation of Western Nevada, stated the foundation was 19 years old. He remarked the previous year they distributed about \$6 million in grants and a total of \$100 million in scholarships throughout the foundation's history. The foundation's donors contributed \$21 million the previous year and it had about \$130 million in bequest arrangements. He claimed the foundation would only get bigger; it had \$92 million in assets and all contributions came from hundreds of private donors. He mentioned their collaboration with the United Way helping to build the capacity of non-profit organizations within the community and highlighted an educational class for non-profit organizations to work more efficiently. More than 1,000 local residents participated in their estate planning classes and the

foundation was directly participating in discussions about the need for housing. He agreed that the movement to model after an enterprise group out of Portland, Oregon was a good idea but stressed having only a dozen people engaged in a conversation that affected hundreds was a drawback. He announced a housing forum at the Reno High School theatre would include developers, apartment owners, and other key stakeholders to educate them about what was happening with forum work. He praised the Eddy House that provided housing for homeless youths. He referenced a proposal of Grady Tarbutton, retired Director of Senior Services, to connect caregivers with resources. A County survey estimated there were more than 8,200 seniors providing unpaid care for others in their homes. He introduced Director of Community Leadership Nick Tscheekar.

Mr. Tscheekar spoke about Grady Tarbutton's realization that while there were excellent resources for seniors, there was little available for caregivers. He noted when the initiative was being developed they worked with Assistant County Manager Kevin Schiller and Child Protective Services Division Director of Finances and Administration Leslie Williams at the County and said the most important stakeholders for the initiative were family caregivers. During the fall of 2016 they listened to hearings from 90 different caregivers along with representatives from non-profit and for-profit companies to hear what their top concerns were; the most important were access to information and knowledge of community resources. He said previously information was scattered and some of it was not accurate so they partnered with the Sanford Center of Aging and the Savitt Medical Library at the University of Nevada Reno to develop a comprehensive resource guide for caregivers of seniors. He stated they were collecting data from various guides and anticipated the guide would be completed within a few months. He added they intended to develop a caregiver manual to assist people suddenly thrust into being a full-time caregiver. Tips in the guide would include learning about respite care, making home modifications, and dealing with caregiver burnout. He intended to distribute the guidebook to discharge planners at area hospitals and to social workers who would get it into the hands of new caregivers.

11:05 a.m. Commissioner Hartung left the meeting

17-0152 EMERGENCY AGENDA ITEM

Paul Lipparelli, Legal Counsel, explained emergency items were permitted when there were natural disaster events, under which the County Manager's Declaration of Emergency qualified. Mr. Lipparelli stated the County Manager wanted the Board to have the earliest opportunity to ratify the action but the item would come back at a future meeting to be listed as an Action Item. He mentioned there were extraordinary powers available to people in an emergency declaration setting but the Board and public needed the safeguard of ratifying the declaration.

There was no public comment on this item.

On motion by Commissioner Berbigler, seconded by Commissioner Jung, which motion duly carried with Commissioners Hartung and Herman absent, it was

ordered that the County Manager's Declaration of Emergency be ratified. The Declaration for same is attached hereto and made a part of the minutes thereof.

When asked by Commissioner Jung about a timeline, David Solero, Acting County Manager, replied Ian Kenneston was in hourly contact with the State about the County being approved for disaster relief funding. Ms. Jung directed staff to let the Commissioners know if there was anything they could do to lobby.

17-0153 **AGENDA ITEM 7** Appearance: Meghan Kelly, District Manager, Nevada Tahoe Conservation District. Nevada Tahoe Conservation District's contributions to Washoe County. [10 minutes]

Meghan Kelly, District Manager and Senior Project Engineer for the Nevada Tahoe Conservation District, conducted a Powerpoint Presentation, which was placed on file with the Clerk, with slides entitled: Overview, Rosewood Creek Restoration, Hybrid BMP Project, Incline Village Green Streets, Tahoe TMDL Assistance, Funding History, General Fund, and Request. She stated they were one of 3,000 conservation districts nationwide and they were over 99 percent grant funded. The areas on which they focused conservation efforts included Washoe County, Douglas County, and the Carson City rural district. She praised her staff for writing grants and receiving over \$2.6 million in federal and state funding, including a small contribution from the Truckee Regional Planning Agency (TRPA). She announced they received \$300,000 in funding from the state and federal governments to install a rain garden similar to the ones installed in Incline Village. Regarding working with Washoe County on their Tahoe Total Maximum Daily Load (TMDL) figures, she noted it would be hard to estimate since costs were rising annually; the more assets registered, the more monitoring had to be done. She added they received \$25,000 annually from Douglas County and a varying amount from the Carson City rural district. She acknowledged the County had many areas requiring funding but contended they could leverage small investments into projects that would cost 20 times the amount invested.

Commissioner Berkbigler directed staff to give a presentation to the Board about the issue as they moved toward a new budget cycle. She remarked she saw the rain garden and the stream restoration projects and complimented them.

BLOCK VOTE – AGENDA ITEMS 8, 9, 10 & 11

Commissioner Berkbigler credited the William Pennington Foundation for the donation which made Agenda Item 8 possible.

17-0154 **AGENDA ITEM 8** Recommendation to award a bid and approve the Agreement to the lowest responsive, responsible bidder for the Bowers Mansion Pool Mechanical Building Project [staff recommends California Commercial Pools in the amount of \$349,000.00]. Community Services. (Commission District 2.)

There was no public comment.

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

17-0155 **AGENDA ITEM 9** Approve Intrastate Interlocal Contract between the State of Nevada Acting through the Nevada Department of Health and Human Services, Division of Welfare and Supportive Services and Washoe County District Attorney, Child Support Division for the period of July 1, 2017 to June 30, 2021, [\$4,482,202 for FY2018, \$4,571,546 for FY19, \$4,662,677 for FY20, and \$4,755,631 for FY2021] for the purpose of providing child support establishment and enforcement services in Washoe County on cases that do not involve state administered public assistance to one of the parents. District Attorney. (All Commission Districts.)

There was no public comment.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried with Commissioners Hartung and Herman absent, it was ordered that Agenda Item 9 be approved. The Interlocal Contract for same is attached hereto and made a part of the minutes thereof.

17-0156 **AGENDA ITEM 10** Acknowledgement of Publication of Notice of Intent to Augment Budgets and approval of the attached resolution to augment the General Fund [in the amount of \$1,096,211] and approve the use of General Fund Carryover to cover previously approved unbudgeted expenditures for Fiscal Year 2016-17; and, direct the Comptroller to make the appropriate budget adjustments (net impact to County Budget is zero). Manager. (All Commission Districts.)

There was no public comment.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried with Commissioners Hartung and Herman absent, it was ordered that Agenda Item 10 be acknowledged, approved, and directed. The Resolution for same is attached hereto and made a part of the minutes thereof.

17-0157 **AGENDA ITEM 11** Possible action to initiate an amendment to Washoe County Code Chapter 110 (Development Code), Article 505 (Sign Regulations), Section 505.30 (Electronic Message Display Signs) in order to provide for exceptions for certain electronic message display (EMD) placement requirements specifically for governmental entities when the EMD promotes the general welfare of the public; and if approved,

authorize the Chair to sign the initiation resolution. Community Services. (All Commission Districts.)

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried with Commissioners Hartung and Herman absent, it was ordered that Agenda Item 11 be approved and authorized. The resolution for same is attached hereto and made a part of the minutes thereof.

17-0158 **AGENDA ITEM 13** Public Hearing, second reading, and possible action to adopt an ordinance amending the Washoe County Code at Chapter 110 (Development Code), Article 324 Communication Facilities at Section 110.324.50(e), to include the General Rural Agricultural regulatory zone among the regulatory zones where wireless communication facility monopole antennas are allowed with a special use permit; to clarify that all new monopole antennas require the approval of a Special Use Permit; and to replace the master plan designations of Rural Residential, Suburban Residential, and Urban Residential with the corresponding regulatory zones of High Density Rural (HDR), Medium Density Rural (MDR), Low Density Rural (LDR), Low Density Suburban (LDS), Medium Density Suburban (MDS), High Density Suburban (HDS), Low Density Urban (LDU), Medium Density Urban (MDU), and High Density Urban (HDU), and to make other changes necessarily connected therewith and pertaining thereto. Bill No. 1776. Community Services. (All Commission Districts.)

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

Nancy Parent, County Clerk, read the title for Ordinance No. 1591, Bill No. 1776.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried with Commissioners Hartung and Herman absent, Chair Lucey ordered that Ordinance No. 1591, Bill No. 1776, be adopted, approved and published in accordance with NRS 244.100.

17-0159 **AGENDA ITEM 14** Public Hearing, second reading, and possible action to adopt an ordinance approving an “Amended and Restated Development Agreement (Silver Hills)” amending and restating a Development Agreement originally approved in 2012 (DA09-001) regarding Silver Hills Subdivision (approved in 2011 as Tentative Map TM09-001). This agreement (Case Number AC16-005) extends the deadline for filing the next in a series of final maps to February 28, 2022. Lifestyle Homes TND, LLC, Location: East and west of Red Rock Road, north of

Longhorn Road, Assessor's Parcel No: 086-203-05, 086-232-31, 087-390-10, 087-390-13, Parcel Size: ±36.67, ±192.39, ±307.84, ±243.02 & (±779.92 acres total), Regulatory Zone: Low Density Suburban (LDS), Master Plan: Suburban Residential, Area Plan: North Valleys, Citizen Advisory Board: North Valleys, Development Code: Article 814, Development Agreements, Section/Township/Range: Sec 23 & 24, T21N, R18E, MDM, Bill No. 1775. Community Services. (Commission District 5.)

The Chair opened the public hearing by calling on anyone wishing to speak for or against adoption of said Ordinance. Michael Welling talked about the natural catch basin on his property and the proposed protective wall that would tower over his neighbor's fence. He expressed concern over the water that was already running through his property. He was worried the water could increase the chance of mosquitos which could expose livestock and pets to the West Nile Virus. He claimed the death of animals could become a costly loss. He worried about losing the integrity of the Silver Knolls neighborhood with the development of streets, sidewalks, culverts, and a catch basin, and encouraged the developer to maintain the area's integrity. He had previously relayed those concerns to representatives at Lifestyle Homes as well as to Commissioner Jung. The hearing was closed.

Nancy Parent, County Clerk, read the title for Ordinance No. 1592, Bill No. 1775.

Commissioner Jung pointed out the Ordinance was largely an extension with little development planned and she touted Lifestyle Homes as a reliable and communicative builder. She added on Mr. Welling's behalf, there was also a need for a fire break.

On motion by Commissioner Jung, seconded by Commissioner Berkbigler, which motion duly carried with Commissioners Hartung and Herman absent, Chair Lucey ordered that Ordinance No. 1592, Bill No. 1775, be adopted, approved and published in accordance with NRS 244.100.

17-0160 **AGENDA ITEM 15** Hearing and second reading to adopt an Ordinance amending Washoe County Code Chapter 5 (Administration and Personnel) at Section 5.268 by amending certain provisions relating to semi-annual accrual of Personal Leave and exclusion of sick leave due to bereavement from the calculation of Personal Leave accrual. (Bill No. 1777). Human Resources. (All Commission Districts.)

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

Nancy Parent, County Clerk, read the title for Ordinance No. 1593, Bill No. 1777.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried with Commissioners Hartung and Herman absent. Chair Lucey ordered that Ordinance No. 1593, Bill No. 1777, be adopted, approved and published in accordance with NRS 244.100.

17-0161 **AGENDA ITEM 12** Discussion and direction to staff regarding legislation or legislative issues proposed by legislators, by Washoe County or by other entities permitted by the Nevada State Legislature to submit bill draft requests, or such legislative issues as may be deemed by the Chair or the Board to be of critical significance to Washoe County. Manager. (All Commission Districts.)

David Solero, Acting County Manager, referenced the written report from the legislative team and offered to have Al Rogers respond if there were questions about the report. Commissioner Jung relayed compliments she had received from those at the legislative session about Chair Lucey and Commissioner Berkbigler. Chair Lucey admitted the legislative session could be daunting but he and Commissioner Berkbigler believed in protecting the preservation of the County. He thanked staff for their updates.

On the call for public comment, Joannah Schumacher, on behalf of Gifted Minds with Too Little Time, requested the comments of elected officials be free of judgment. She addressed the fluoridation bill being heard at Legislation directed specifically at Washoe County, noting Clark County was already fluoridating their water. She cited issues with fluoridation such as the cost to clean up the river from runoff and citizens being forced to use medication. She was concerned that too much fluoride was considered toxic and wondered how that would be regulated. She suggested spending money and resources on dental programs for low income people instead. She requested the Board take a position against the fluoride bill.

Juanita Cox, representing Citizens in Action, voiced concern for the people of Washoe County regarding the fluoridation bill. She stated it was an important topic as she was diagnosed with a naturally occurring form of fluorosis. She spoke against a minimum wage increase to \$15 per hour, citing a news story that Wendy's would automate their process and eliminate jobs. She alleged other companies would follow suit.

17-0162 **AGENDA ITEM 16** Public Comment.

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

17-0163 **AGENDA ITEM 17** Announcements/Reports.

Commissioner Berkbigler stated she received an email from Barbara Perlman-Whyman, resident of Incline Village and an elected board member of the Nevada Tahoe Conservation District Board, which was placed on file with the Clerk.

Chair Lucey asked to invoke the 2-hour rule for use of staff time for the cyber bullying initiative with Clark County; he wanted to see this on a future agenda for approval. He announced the hearing for the annexation item in the Steamboat Valley area had been continued so the City of Reno could further discuss the plan.

COMMUNICATIONS AND REPORTS

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

MONTHLY STATEMENT:

17-0164 Office of the Washoe County Treasurer, Monthly Statement for Month Ending August 31, 2016 REVISED.

17-0165 Office of the Washoe County Treasurer, Monthly Statement for Month Ending October 31, 2016 REVISED.

QUARTERLY STATEMENT:

17-0166 Washoe County School District, Department of Taxation Summary Report, First Quarter 2015-2016.

17-0167 County Clerk's Quarterly Financial Statement, Quarter FY2016-2017, October 1st – December 31st.

17-0168 Clerk of the Court, Quarterly Financial Statement, Quarter Ending December 2016.

17-0169 Washoe County Sheriff, 2nd Quarter Report of Fees and Commissions, Fiscal Year 2016-2017.

ANNUAL FINANCIAL REPORT:

17-0170 Regional Transportation Commission, Comprehensive Annual Financial Report for the Fiscal Year Ended June 30, 2016.

17-0171 Sun Valley General Improvement District, Financial Statements and Supplementary Information for the Fiscal Year Ended June 30, 2016.

17-0172 Truckee Meadows Water Authority, Comprehensive Annual Financial Report for Year Ended June 30, 2016.

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

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11:44 a.m. There being no further business to discuss, the meeting was adjourned without objection.

BOB LUCEY, Chair
Washoe County Commission

ATTEST:

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

*Minutes Prepared by:
Derek Sonderfan, Deputy County Clerk*

RESOLUTION
TO AUGMENT THE 2016-2017 BUDGET OF THE
WASHOE COUNTY GENERAL FUND

WHEREAS, total resources of the General Fund of Washoe County were originally budgeted to be \$318,403,323 on July 1, 2016; and

WHEREAS, the total available resources are now determined to be \$318,545,226.

WHEREAS, said additional unanticipated resources are as follows:

Election Cost Reimbursements	\$ 141,903.00
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WHEREAS, there is a need to apply these excess proceeds in the General Fund.

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

Section 1. That Washoe County shall augment its 2016-17 budget by appropriating \$141,903 for use in the General Fund, thereby increasing its appropriations from \$318,403,323 to \$318,545,226, as follows:

<u>Increase Revenues</u>	
C112100-460172 - Reimb.- State of Nevada	\$ 86,715.00
C112100-460173 - Reimb. - City of Reno	\$ 39,675.00
C112100-460175 - Reimb. - City of Sparks	\$ 15,513.00
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Total Increase in Revenues	\$ 141,903.00

<u>Increase Expenditures</u>	
C112100-710110 - Contracted/Temp. Services	\$ 76,903.00
C112100-710111 - Volunteer Stipend	\$ 10,400.00
C112100-710200 - Service Contract	\$ 11,600.00
C112100-710502 - Printing	\$ 43,000.00
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Total Increase in Expenditures	\$ 141,903.00

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

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

Adopted this 28th day of February, 2017.


Chairman, Washoe County
Board of County Commissioners

ATTEST:

County Clerk

17-0147

NOTICE TO THE PUBLIC

NOTICE OF INTENTION TO ACT ON A RESOLUTION TO AUGMENT BUDGET

NOTICE IS HEREBY GIVEN that the Board of County Commission of Washoe County, State of Nevada, will act on a resolution to augment the fiscal year 2016-17 budget of the Washoe County General Fund in the amount of \$141,903.00 in order to appropriate previously unbudgeted resources of the Registrar of Voter's Office at their regularly scheduled meeting in the Commission Chambers of the Washoe County Administration Complex, 1001 East Ninth Street, Reno, Nevada, on **Tuesday, February 28, 2017 at 10:00 a.m.** Prior to the meeting, written comments may be filed with the Clerk of the Board and will be considered.

Anyone wishing to protest or affirm may do so by appearing at the above-named time and place.

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

Date: February 9, 2017

Legal Desk
Reno Gazette-Journal

Please publish the Public Notice in the legal section, once on Thursday, February 16, 2017, and furnish two proofs of publication; one to each of the following:

County Clerk's Office
PO Box 11130
Reno, NV 89520

Mark Mathers, Budget Manager
County Manager's Office
Washoe County
P.O. Box 11130
Reno, NV 89520

INTRASTATE 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 Welfare and Supportive Services
1470 College Parkway
Carson City, NV 89706

and

Washoe County District Attorney, Child Support Division
1 South Sierra Street
South Tower, 4th Floor
Reno, NV 89501

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

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

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

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. CONTRACT TERM. This Contract shall be effective: **July 1, 2017 (subject to Board of Examiners' approval) to June 30, 2021**, unless sooner terminated by either party as set forth in this Contract.
4. TERMINATION. The Contract may be terminated or not renewed by either party prior to the date set forth in paragraph (3), pursuant to NRS 425.375(2). Each party remains fully responsible for their performance under the terms of this contract during that time period. The parties expressly agree that this contract may be terminated immediately if for any reason DWSS, State and/or Federal funding ability to satisfy this Contract is withdrawn, limited, or impaired. All property purchased partially or fully with CSEP federal funds as indicated on the most recent inventory plus purchases in the interim time period will be disposed of in full compliance with federal laws, rules and regulations.
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.

17-0155

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

ATTACHMENT A: SCOPE OF WORK
ATTACHMENT B: BUDGET AND REIMBURSEMENT SCHEDULE
ATTACHMENT C: PENALTY/NOTICE/APPEAL PROCESS
ATTACHMENT D: POLICY AND FORMS DEVELOPMENT AND APPEAL PROCESS
ATTACHMENT E: INCENTIVE PAYMENTS
ATTACHMENT F: CASE RESPONSIBILITIES
ATTACHMENT G: INDIRECT COST RATE
ATTACHMENT H: IRS SAFEGUARDING CONTRACT LANGUAGE FOR GENERAL SERVICES

7. CONSIDERATION. The County through the DA's office agrees to provide the services set forth in paragraph (6) at a cost of \$18,472,056 per Attachment B with the total Contract or installments payable monthly, not exceeding \$18,472,056 total contract value; \$4,482,202 for FY18, \$4,571,546 for FY19, \$4,662,677 for FY20 and \$4,755,631 for FY21, (the approved annual budget). Any intervening end to an annual or biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

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

9. INSPECTION & AUDIT.

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

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

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

10. BREACH; REMEDIES. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the

parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs.

11. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

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

13. INDEMNIFICATION. Neither party waives any right or defense to indemnification that may exist in law or equity.

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

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

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

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

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

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

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

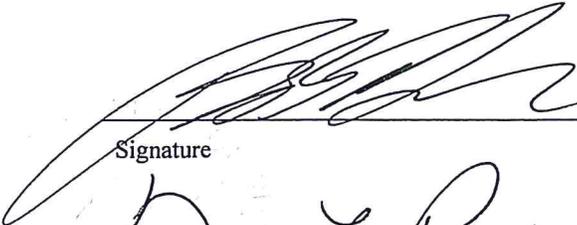
21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).

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

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

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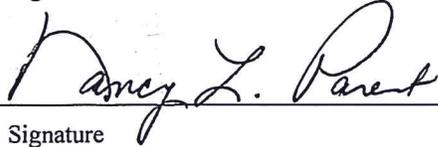
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.



Signature Date 2/28/17

Chairman, Board of County Commissioners,
Washoe County

Title



Signature Date 2/28/17

Clerk, Washoe County

Title



Signature Date 1.27.16

District Attorney, Washoe County

Title

Steve H. Fisher Date

Administrator,
Division of Welfare and Supportive Services

Title

Richard Whitley Date

Director,
Department of Health and Human Services

Title

APPROVED BY BOARD OF EXAMINERS

Signature – Board of Examiners

On:

Date

Approved as to form by:

On:

Deputy Attorney General for Attorney General

Date

ATTACHMENT A

SCOPE OF WORK

The grant award from which this contract is paid is from the Child Support Enforcement, Catalog of Federal Domestic Assistance (CFDA) number 93.563. The federal agency that provides this grant is the Administration for Children and Families, Department of Health and Human Services. The expenditure of funds under this program are subject to the annual audit requirements under the Super Circular 2 CFR part 200, subpart F (Audit Requirements). Super Circular 2 CFR part 200, subpart F states in part: non-federal entities that expend \$750,000 or more in a fiscal year in federal awards shall have a single or program-specific audit conducted for that year in accordance with the provision of this part.

If sub-recipients are used for the execution of this contract, the DA must notify the sub-recipient of the above information.

The following acronyms/definitions are used throughout the attachments to this contract:

Chief	Chief of Child Support Enforcement
CFR	Code of Federal Regulations
CSEP	Child Support Enforcement Program
DA	District Attorney
DHHS	State of Nevada, Department of Health and Human Services
GSA	U.S. General Services Administration
DWSS	Division of Welfare and Supportive Services
Federal Funds	Federal Financial Participation & Child Support Incentive Fund Payments
FTI	Federal Tax Information
GASB/GAAP	Government Accounting Standards Board/Generally Accepted Accounting Principles, and used as applicable.
IV-D	Social Security Act, Title IV, Part D
NOMADS	Nevada Operations of Multi-Automated Data Systems
OCSE	Federal Office of Child Support Enforcement
OMB	Office of Management and Budget
PAO	Program Area Office for the Child Support Enforcement Program
PA	Public Assistance Cases
SDU	State Disbursement Unit
State	State of Nevada
TANF	Temporary Assistance for Needy Families

I. The County Agrees:

- A. To allocate funds for the provision of services contracted in this Contract with the understanding that federally recognized administrative costs shall be reimbursed and incentive payments shall be paid by DHHS-DWSS, at the level authorized by Congress for Title IV, Part D, of the Social Security Act IV-D.
- B. To assure that funding levels allow for an organizational structure and sufficient staff to fulfill child support enforcement functions as outlined in this Contract.
- C. Any federal penalties and interest assessed by a federal agency against the State of Nevada may be shared between the County and the State based upon their relative responsibility.
- D. Any federal financial penalties assessed to counties may be appealed as outlined in Attachment C. No recovery is to occur prior to exhausting the appeal process. Upon exhausting the appeal process, if it is determined the County is responsible for repayment, reasonable notice will be provided indicating the method by which the penalty will be recovered.
- E. To have in place and maintain accounting standards and systems consistent with uniform accounting procedures prescribed by federal and state requirements. These standards must conform to GASB and/or GAAP as applicable and as established by the American Institute of Certified Public Accountants.
- F. To maintain accounting and fiscal record keeping systems sufficient to ensure that claims for available funds are submitted in accordance with applicable state and federal requirements and retain such records as required by applicable state and federal regulations.
- G. To have policies and procedures to ensure timely tracking and monitoring of expenditures compared to budgeted/allocated amounts.
- H. To ensure building facilities providing child support services are accessible to individuals with disabilities and identified by the international symbol of accessibility or provide services at an alternate accessible site when structural modifications are not practical.
- I. To comply with Americans with Disability Act and all regulations adopted pursuant thereto.

II. The District Attorney Agrees:

- A. NRS 425.370 and 425.380(1) require counties to provide child support enforcement services for local applicants. Under this Interlocal Contract the county offices will receive the approved federal reimbursement for providing IV-D services for these local cases, intrastate and interstate cases as defined under 45 CFR 304.20.
- B. Cases will be assigned to the County based on Attachment F.
- C. To provide services to any case, prepare and maintain procedures and records in accordance with Title IV, Part D of the Social Security Act, federal regulations and policy, as maintained by OCSE, state statutes, regulations and DWSS policies, policy transmittals, policy & procedures and regulations including but not limited to establishing paternity, establishing a support obligation, and/or the enforcement of a support obligation, and/or to establish or enforce medical support.
- D. To input IV-D child support information, orders and accurate balances into the statewide computer system. The responsibility for errors and the related cost of those errors, if they can be determined with substantial certainty to be county error, will be reimbursed by the County through reduction of federal financial participation. The notice of appeal process is outlined in Attachment C.
- E. To process all undistributed collections within the DA's control, as set forth in the federal regulations.
- F. To follow policy, review and make reasonable efforts to ensure orders and balances are accurate prior to transferring from one office to another.
- G. To provide for the administration and management of CSEP within the county and any other county cases that may be assigned to the DA, contained in Section II, Part B.
- H. To act as the coordinating agency within the county to assure compliance with the management requirements of this Contract, and to submit all claims for reimbursement in accordance with Attachment B.
- I. To use the federal/state mandated forms required by the program. The Counties may develop forms consistent with state and federal IV-D requirements for local use.
- J. To permit authorized state and federal personnel to monitor and/or audit the activities, procedures, cases and accounting records that are subject to this Contract; to provide all requested information within their possession and control during the complete audit process; and to develop corrective action plans to rectify any exceptions noted in monitoring and/or audit reports that place their office out of compliance with this Contract, federal statutes or regulations, or state

statutes or regulations, to the extent that the noted exceptions are unique to the local office; and to assist in the development of corrective action plans by the State and to implement said plans to the extent that the noted exceptions are systemic throughout the state. Audit reports include federally mandated self-assessment reviews, financial audits, and other audits, reviews or studies authorized by the Chief. If requested information is not provided and/or corrective action plans are not submitted in a timely manner, federal and state reimbursements and/or incentive payments may be withheld until requested information and/or acceptable corrective action plans are submitted and approved.

- K. To participate in the State Child Support Enforcement Annual Strategic Planning process.
- L. To send staff to state or national conferences on child support issues, training workshops, classes or discussion groups on child support issues, as determined by the county's or state's needs which include but are not limited to management, attorneys and case managers. Additional staff will be allowed and encouraged to attend these training conferences, based on the need for representation in the different program areas.
- M. To comply with federal statutes, federal regulations, state statutes, state regulations and program policies established by the Chief to the extent they do not violate the U.S. Constitution or Nevada Constitution.
- N. To notify the Chief within five (5) working days of any known appeal or writ of a child support action to the Nevada Court of Appeals or the Nevada Supreme Court.
- O. To provide a copy of the Employee Performance Bond with the annual budget request to the State.
- P. To notify the Chief of all ordinances, policies, and state legislation proposed by the county that may have an impact on CSEP.
- Q. To assure that persons responsible for handling cash receipts of child support collections do not participate in accounting or operation functions which would permit them to conceal in the accounting records the misuse of child support receipts.
- R. To assure compliance with Title IV-D performance standards as identified in 45 CFR 302 and 303, except for those duties assigned to SDU.
- S. To assist the DWSS in publicizing the program in compliance with 45 CFR 302.30.
- T. To present IV-D cases in court proceedings in accordance with Attachment F, including but not limited to, federal court, bankruptcy court, family court or any

other hearing or administrative processes regarding child support issues concerning these cases.

- U. To assist with inquiries including those generated by the governor's office, the administrator's office or other government official's office, if the information being sought is not in the automated system, by responding to inquiries within two (2) business days.
- V. To notify DWSS of negotiations of proposed settlements in active or former public assistance cases and refrain from entering into compromises or settlements of debts to the State, until approved by the State as outlined in state policy.
- W. To notify and obtain prior approval of the Chief pursuant to 2 CFR Part 200 for the purchase of any type of system technology to process child support cases for which CSEP federal funds are being sought or reimbursement will be denied.
- X. To lodge any disagreements with draft policy or forms in compliance with Attachment D.
- Y. To maintain an ongoing inventory of all county equipment purchases with an individual unit cost as defined in the State Administrative Manual, Chapter 1500, and where CSEP federal funds were used.
- Z. To maintain inventory items for the full duration of its useful life, as defined by state budgeting procedures, 2 CFR part 200, and Subpart G of 45 CFR, Part 95. The approval of the Chief must be secured if use of the item is intended to be transferred outside the responsibilities of CSEP or the item is to be excessed before the end of its useful life.
- AA. To support DWSS, local hospitals and birthing centers to improve paternity establishment percentages in accordance with policy.
- BB. To comply with Americans with Disability Act and all regulations adopted pursuant thereto.
- CC. To comply with federal requirements pertaining to limited English proficiency in accordance with Title VI of the Civil Rights Act of 1964 and 45 CFR 80.
- DD. To comply with state policy regarding Administrative and Civil Rights complaint procedures.
- EE. To agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
 - (a) Any federal, state, county or local agency, legislature, commission, council or board;
 - (b) Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
 - (c) Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

Nothing in paragraph one (1) above precludes a county from providing outreach activities or education pursuant to federal law and guidance documents issued by OCSE.

- FF. To comply with current federal requirements pertaining to safeguarding and maintaining the confidentiality of federal tax information in accordance with the Internal Revenue Code and Internal Revenue Service Publication 1075 including Exhibit 7 of IRS Publication (Attachment H).

[This Section intentionally left blank]

III. The Division Agrees:

- A. To provide statewide administration and secure compliance for all IV-D functions under the State Plan.
- B. To provide services through the Nevada Central Registry per 45 CFR 302.36, including receiving the interstate referral packet, reviewing the documents, entering case information into the automated system, requesting any additional information needed from the referring state agency, and forwarding the referral packet to the appropriate county within the time frames set forth in 45 CFR 303.7.
- C. To receive, distribute, and disburse payments through SDU in accordance with state and federal requirements.
- D. To provide the required services for non-IV-D cases, including accurately entering the case information into NOMADS for Federal Case Registry, the correct receipt and timely disbursement of payments, and prompt handling of case inquiries.
- E. To coordinate with county staff regarding complaints or clarifying federal/state policy in a timely manner. Requests for payment information or case status may be referred to the voice response unit or to the appropriate office.
- F. To provide parent locate services per 45 CFR 302.35.
- G. To provide complete, accurate and timely federal reports and self-assessment reports by using a valid, random sample of reliable data.
- H. To provide training, and training regions including written materials, instructions and directions, related to the use of the automated system or state policy as requested by the county and approved by the Chief, as necessary for compliance with the terms of this agreement, prior to implementation of enhancement or code promotion.
- I. To forgo the promotion of automation changes pending consultation with DAs to determine concerns and readiness for code introduction.
- J. To coordinate the development and submission of legislative proposals in concert with the State's Courts and DAs and to timely notify the counties of any proposed legislation concerning child support enforcement prior to legislative hearings.
- K. To act as the liaison agency with the Federal OCSE in implementing and disseminating new regulations; coordinating federal audits; and developing correctional plans to keep the Program in compliance with federal regulations.

- L. To distribute incentive payments as outlined in Attachment E within thirty (30) days of receipt of federal incentive funds, and reimburse county expenses within thirty (30) days of receiving reimbursement requests, for current billings.
- M. To post complete and accurate reports and information on the State Child Support web pages and to provide the DA's office complete and accurate reports, and information including, but not limited to, development of case processing matrix reports by federal functional area (locate, establishment, paternity establishment, medical support, enforcement) sorted at the office, unit, team and case manager levels.
- N. To operate, maintain and update and/or replace the child support enforcement computer system; to provide user access to online programs within DWSS' control; to develop, implement and make available, through the State intranet, complete and accurate system training documentation and such information as necessary to research the cause of any suspect data; and, to provide fixes and/or enhancements as requested by the DA and approved by the Chief as necessary for the DA's office to fulfill its contractual obligations.
- O. To publicize the Program in compliance with 45 CFR 302.30.
- P. To notify all participating county DAs within five (5) working days of any known appeal or writ to the Nevada Court of Appeals or the Nevada Supreme Court.
- Q. To provide training and/or written instructions to the DA's office on any planned changes, new policy or procedure prior to implementation of the change, new policy or procedure in accordance with Attachment D.
- R. To develop a statewide corrective action plan in the event that noted federal audit exceptions may be systemic throughout the state, and are not limited to the operation and management of a single office.
- S. To rebate to the county its proportionate share of federal incentive monies which were withheld, and/or penalties imposed, if those monies are rebated to the State by the federal government following implementation of the corrective action plan or a successful appeal, waiver or setting aside of the federal financial action.
- T. To provide regular and ongoing oversight, including onsite reviews and the provision of technical assistance and training.

IV. All Parties mutually agree:

A. DWSS shall notify the DA's office in writing of DA's office's:

- 1) Failure to submit required reports or requested data;
- 2) Failure or violation of federal or state program requirements or the requirements of this Interlocal Contract; or
- 3) Failure to meet minimum federal standards on a federal performance measure.

The letter shall specifically identify the relevant failure or violation.

- B. DWSS shall require the submittal of a corrective action plan by the DA's office within a period of time specified in the letter. The corrective action plan must identify actions to be taken by DWSS and/or DA to remedy deficiencies and anticipated time frames for those actions to be completed and be approved by the Chief. Refusal to provide and implement an acceptable corrective action plan within the required time period will be grounds for DWSS to withhold CSEP federal funds.
- C. Prior to withholding any CSEP federal funds, DWSS will provide an additional notice in writing to the DA's office specifying the failure to provide or implement the corrective action plan.
- D. The appeal process specified in Attachment C, Sections 5-10, must be exhausted prior to withholding CSEP federal funds.

ATTACHMENT B

BUDGET AND REIMBURSEMENT SCHEDULE

I. FUNDING

Federal Financial Participation will be provided at the applicable matching rate, which is currently 66% for approved IV-D activities. The County will be responsible for the remaining balance.

II. BUDGET

- A. An annual DA's budget for child support must be submitted to the Chief by April 15 of each year or 30 days after receipt of annual instructions provided by the Chief, whichever is later. The budget must follow the annual instructions. Reimbursements will not be made until the budget has been approved by the Chief.
- B. During even numbered years the DA must provide projected two year budgets commencing on July 1 of the even numbered years and ending on June 30 two years later. This information will be used to obtain authority from the state legislature to reimburse the counties.
- C. Out-of-state travel in which Title IV-D reimbursement is requested, requires prior approval by the Chief of the CSEP or designee. The travel must be for the purpose of administration of the Title IV-D Program. Travel is approved at the prevailing GSA rate.
- D. Expenditures requiring prior approval are outlined in 2 CFR Part 200, 45 CFR 95.611 and State Administrative Manual, chapter 1500.
- E. The DA must maintain appropriate records pertaining to expenditures.
- F. Claims must be submitted in the state approved format within thirty days of the end of the month in which the expenses are incurred, unless the Chief grants an approval for an extension. Claims not submitted within 90 days of the end of the month in which the funds are expended will be rejected and no reimbursement will occur.
- G. Delay in claim payment may occur for the prior State Fiscal Year (SFY), which ends on June 30, for claims submitted after the end of the third week in July of each year.
- H. All budgeted items must be reasonable and necessary for the operation of the program and accomplishing its goals and objectives.
- I. All budgeted items must be allowable under federal regulation and state policy.
- J. The county will be reimbursed 100% of paternity testing costs. The county may also be reimbursed 100% for other paternity related costs upon prior approval of the Chief. Fees collected by the county for such costs must be forwarded directly to the state to ensure the county does not collect from both the Title IV-D program and the natural father.

ATTACHMENT C

PENALTY/NOTICE/APPEAL PROCESS

- I. Any federal penalties and interest assessed by a Federal agency against the State of Nevada may be shared between the counties and the state based upon their relative responsibility. The assessment for each county through the DA's office will be deducted first from undistributed incentive payments until exhausted and then from monthly CSEP Federal Funds thereafter until the penalty is fully collected. Offices will be notified thirty (30) days prior to any withholding of CSEP Federal Funds. The pass through of any federal penalties which may be imposed as the result of audits will be governed by terms of the agreements in effect during the audited year(s) in question. The Chief will provide written notice to counties announcing the intent to pass through a federal penalty not later than 60 days after the penalty is final.
 - II. Penalties or interest assessed against counties will not be withheld until federal corrective action periods are exhausted and the federal agency confirms satisfactory corrective action has not been achieved.
 - A. Penalties or interest assessed against counties will be limited to the percentage of TANF recipients in the responsible county for the federal fiscal year coinciding with the penalty year multiplied by the total TANF block grant awarded to Nevada for the federal fiscal year against which the penalty is being assessed multiplied by the percentage of federal penalty imposed against the Nevada TANF block grant OR the amount of the current state fiscal year county match (34%), whichever is less.
- EXAMPLE:
In FFY17, the TANF population in county X is 1.6% of Nevada's total TANF recipients. The total TANF block grant in FFY 17 is \$42,194,077. The federal penalty assessed against Nevada in FFY 17 is \$1,200,000. County X's penalty is \$19,240 which is less than the current state fiscal year county match (34%).
- III. Prior to any penalty being imposed by the Chief, counties determined to be responsible, as set forth in Section I of Attachment C, must enter into good faith discussions with the Chief to establish relative level of responsibility and proper assignment of penalties and interest.
 - IV. If negotiations under Section II of this Attachment fail, the Chief will notify the County through the DA's office, in writing of any penalties or interest to be assessed against the County. The Chief's notice will include a detailed explanation of the reason for the assessment of penalties and interest and, if the

penalties and interest are pro-rated throughout the state, a statement of the pro-ration. The Chief will provide written notice thirty (30) days prior to recovery of penalties or interest.

- V. If the County disagrees with the Chief's final decision to recover penalties or interest, the county may within thirty (30) calendar days from the date of the notice, submit a written appeal to the Administrator DWSS. The County appeal must contain arguments and documentation why the Chief should not recover penalties or interest. If the County fails to submit an appeal within the specified timeframes, the Chief will pursue the recovery of penalties or interest.
- VI. The Administrator of DWSS may request additional information and will make a written decision specifically addressing the arguments and documentation submitted by the County within sixty (60) calendar days after receipt of the appeal or all requested information is received, whichever is later.
- VII. If the County disagrees with the Administrator's decision it may file a written request within fifteen (15) calendar days after issuance of the Administrator's decision seeking reconsideration by the Penalty Review Committee. The counties must file their request for reconsideration with the Chief. The Penalty Review Committee will be comprised of seven total members made up of the following: 1) Three members from the counties being assessed a penalty; 2) Three members from the state; 3) One member to serve as chairperson of the committee who is mutually acceptable to both the state and involved counties. The committee will confer and review information presented by the parties relevant to the assessment of penalties and prepare a written recommendation of resolution for presentation to the Director of DHHS. The Committee may request additional information and will make a written decision specifically addressing the arguments and documentation submitted by the parties within sixty (60) calendar days after receipt of the appeal or receipt of all requested information, whichever is later.
- VIII. The Director of DHHS may request additional information and will make a written decision giving consideration to the Counties written appeals to the Administrator, the Administrator's decision and the recommendation of the Committee. The Director will issue a written decision within sixty (60) calendar days after receipt of the recommendation from the Committee or when all requested information is received, whichever is later. The Directors decision shall contain specific findings and conclusions if it deviates from the recommendation forwarded by the Committee.
- IX. The decision of the Director of DHHS issued pursuant to section VIII of this Attachment is the final agency decision and may be appealed to District Court.
- X. DWSS agrees to forego the recovery of assigned penalties or interest from a county until all levels of appeal outlined in this Attachment have been exhausted.

ATTACHMENT D

POLICY AND FORMS DEVELOPMENT AND APPEAL PROCESS

- I. Draft policy or forms will be provided to the DA offices by DWSS with a minimum of a thirty (30) day comment period.
- II. During the comment period the DA offices must provide information in writing if they disagree with or have comments on the draft proposal initiated by DWSS. The response must provide arguments and documentation why the draft policy should be changed. Any written comments received after the comment period, unless an extension is granted by the Chief, may not delay implementation of the draft proposal or be eligible for the appeal process.
- III. The Chief will issue a decision in writing and within thirty (30) days after reviewing all timely comments on policy or form proposals initiated by DWSS and to all policy proposals initiated by the DA offices indicating what action will be taken.
- IV. If the County through the DA's office disagrees with the Chief's decision on timely comments on policy or forms initiated by DWSS or rejection of a policy initiated by the DA offices, an appeal may be submitted in writing to the Administrator of DWSS within fifteen (15) days of receipt of the letter referred to in paragraph III. The appeal must contain written arguments and documentation why the Chief should not take the action described in paragraph III.
- V. The Administrator of DWSS may request additional information and will make a written decision within thirty (30) days of receipt of the appeal or all information, whichever is later. The decision by the Administrator of DWSS is final.
- VI. This appeal procedure does not apply to the adoption of regulations which follow the public hearing process or which are mandated by federal regulation.

ATTACHMENT E

INCENTIVE PAYMENTS

The Child Support Performance Act of 1998 and 45 CFR 305 requires incentive payments to be based on the states' performance. The state's distribution of incentives will be limited to the amount of a federal award granted to and received by Nevada. This attachment describes how incentives will be calculated and disbursed to the Nevada IV-D offices.

I. CALCULATION OF INCENTIVES

The incentives will be distributed to the IV-D offices (DA and state) based on their performance in four areas: 1) Paternity Establishment; 2) Cases with Orders; 3) Collections on Current Support; and 4) Collections on Arrears. Fifteen (15) percent of any incentives awarded and received after the effective date of this contract will be retained by the Program for statewide program enhancements recommended by the Enhancements Subcommittee of the Child Support Enforcement Task Force, which is comprised of state and county partners as identified in the Child Support Enforcement Task Force Governing Document. The state will calculate IV-D office incentives based on information provided by the automated system. The office figures will be posted monthly on the Child Support Enforcement website. The final annual report and completed worksheets (Exhibit B) will be provided to the IV-D offices within thirty (30) days of when the state's incentive information is received by the state from the Federal Government.

A. Definitions Of Performance Measurements

1. Paternity Establishment Percentage (PEP)

Total number of children in IV-D caseload as of the end of the Federal Fiscal Year, who were born-out-of-wedlock with paternity established or acknowledged divided by the total number of children in the IV-D caseload as of the end of the preceding Federal Fiscal Year who were born out-of-wedlock. The PEP is a measure of children in the caseload at a point-in time. Paternities include those established by: 1) voluntary acknowledgment; and 2) all types of order, including court, administrative, and default. However, a paternity can only be counted once either when a voluntary acknowledgment is completed or when an order determining paternity is established.

2. Cases with an Order

Number of IV-D cases with child support orders divided by the total number of IV-D cases. Support orders include all types of legally enforceable orders, including court, default and administrative. Since the measure is a case count at a point-in-time, modifications to an order do not affect the count.

3. Collections on Current Support

Total dollars collected for current support in IV-D cases divided by total dollars owed for current support in IV-D cases. Measures the amount of current support collected as compared to the total amount owed. Current support is money applied to current support obligations and does not include payment plans for payment toward arrears. This measure would be computed monthly and the total of all months reported at the end of the year.

4. Collection on Arrears

Total number of eligible IV-D cases paying toward arrears divided by the total number of IV-D cases with arrears due. This measure would include those cases where all of the past-due child support was disbursed to the family, or all of the past due child support was retained by the state because all the past due child support was assigned to the state. If some of the past due child support was assigned to the state and some was owed to the family, only those cases where some of the support actually was disbursed to the family would be included.

This measure would be computed monthly and the total of all months reported at the end of the year.

B. Completing Incentive Worksheet

The state will complete the Incentive Worksheet (Exhibit B) as follows:

1. Determine IV-D Office Performance Level

For the four performance measurements, determine the IV-D office performance level.

2. Determining Applicable Percentage With Respect To The Four Performances Measures

Use the federal charts (Exhibit A) to determine the appropriate percentage for each performance level.

3. Determining Total Incentive Collections

The collection base for the IV-D office is determined by multiplying collections for Nevada TANF and former TANF cases by three and adding collections for all other case types.

4. Determining IV-D Office Collection Base

The total incentive collections are multiplied by the applicable percentage for each performance measurement. The total for each are then added together to determine the total collection base.

5 Determining the IV-D office Percentage of the Incentive Pool

Add the collection base for all IV-D offices to determine the state collection base. Divide the IV-D office collection base by the state collection base to arrive at the IV-D office percentage of incentive pool (Exhibit B).

6. Determining IV-D Office Incentives

Multiply the amount of incentives awarded by OCSE, by the IV-D office percentage of the incentive pool to determine the IV-D office's incentives for the year.

II. DISTRIBUTION OF INCENTIVES TO THE IV-D OFFICES

A. Reinvestment

Section 458A (f) of the Social Security Act requires states to use incentive payments to supplement and not supplant funds used by the state in its IV-D Program. The act requires states to maintain or exceed program expenditures for the base federal fiscal year 1998.

If the state fails to meet this requirement, incentives will be reduced by OCSE to Nevada. These reduced incentives will be the amount disbursed to the offices by the formula described in I. B.

B. Data Reliability

Section 452 (g) (2) (c) of the Social Security Act requires data to be complete and reliable. If OCSE determines the data reported is not reliable and incentives are not distributed to the State, no incentives will be distributed to the IV-D offices. OCSE will evaluate the data for the outcome measurements proposed in 45 CFR 305. Federal audit staff may determine data is unreliable for specific measurements.

C. Case Assignment Rules

Federal regulations require that a case can only be counted once within the state for reporting and incentive purposes. Interstate cases may be included in both the

initiating and responding states' caseload. Cases will be assigned to the appropriate county or program area office (PAO) based on the following rule:

Intrastate Cases

If the IV-D office transfers a case to another County office or PAO to provide services, the case will be included in the receiving County or PAO caseload.

[This section intentionally left blank]

EXHIBIT A

To determine the applicable percentage for each performance measurement, use the following tables:

If the paternity establishment performance level is:

<u>At least</u>	<u>But less than</u>	<u>The applicable percentage is</u>
80%		100%
79%	80%	98%
78%	79%	96%
77%	78%	94%
76%	77%	92%
75%	76%	90%
74%	75%	88%
73%	74%	86%
72%	73%	84%
71%	72%	82%
70%	71%	80%
69%	70%	79%
68%	69%	78%
67%	68%	77%
66%	67%	76%
65%	66%	75%
64%	65%	74%
63%	64%	73%
62%	63%	72%
61%	62%	71%
60%	61%	70%
59%	60%	69%
58%	59%	68%
57%	58%	67%
56%	57%	66%
55%	56%	65%
54%	55%	64%
53%	54%	63%
52%	53%	62%
51%	52%	61%
50%	51%	60%
0%	50%	0%

Notwithstanding the preceding sentence, if the paternity establishment performance level of a IV-D office for a fiscal year is less than 50% but exceeds by at least 10 percentage points the paternity establishment performance level of the IV-D office for the immediately preceding fiscal year, then the applicable percentage with respect to the IV-D office's paternity establishment performance level is 50%.

If the support order performance level is:

<u>At least</u>	<u>But less than</u>	<u>The applicable percentage is</u>
80%		100%
79%	80%	98%
78%	79%	96%
77%	78%	94%
76%	77%	92%
75%	76%	90%
74%	75%	88%
73%	74%	86%
72%	73%	84%
71%	72%	82%
70%	71%	80%
69%	70%	79%
68%	69%	78%
67%	68%	77%
66%	67%	76%
65%	66%	75%
64%	65%	74%
63%	64%	73%
62%	63%	72%
61%	62%	71%
60%	61%	70%
59%	60%	69%
58%	59%	68%
57%	58%	67%
56%	57%	66%
55%	56%	65%
54%	55%	64%
53%	54%	63%
52%	53%	62%
51%	52%	61%
50%	51%	60%
0%	50%	0

Notwithstanding the preceding sentence, if the support order performance level of a IV-D office for a fiscal year is less than 50% but exceeds by at least 10 percentage points the support order performance level of the IV-D office for the immediately preceding fiscal year, then the applicable percentage with respect to the IV-D office's support order performance level is 50%.

If the current payment performance level is:

<u>At least</u>	<u>But less than</u>	<u>The applicable percentage is</u>
80%		100%
79%	80%	98%
78%	79%	96%
77%	78%	94%
76%	77%	92%
75%	76%	90%
74%	75%	88%
73%	74%	86%
72%	73%	84%
71%	72%	82%
70%	71%	80%
69%	70%	79%
68%	69%	78%
67%	68%	77%
66%	67%	76%
65%	66%	75%
64%	65%	74%
63%	64%	73%
62%	63%	72%
61%	62%	71%
60%	61%	70%
59%	60%	69%
58%	59%	68%
57%	58%	67%
56%	57%	66%
55%	56%	65%
54%	55%	64%
53%	54%	63%
52%	53%	62%
51%	52%	61%
50%	51%	60%
49%	50%	59%
48%	49%	58%
47%	48%	57%
46%	47%	56%
45%	46%	55%
44%	45%	54%
43%	44%	53%
42%	43%	52%
41%	42%	51%
40%	41%	50%
0%	40%	0

Notwithstanding the preceding sentence, if the current payment performance level of a IV-D office for a fiscal year is less than 40% but exceeds by at least 10 percentage points the current payment performance level of the IV-D office for the immediately preceding fiscal year, then the applicable percentage with respect to the IV-D office's current payment performance level is 50%.

If the arrearage payment performance level is:

<u>At least</u>	<u>But less than</u>	<u>The applicable percentage is</u>
80%		100%
79%	80%	98%
78%	79%	96%
77%	78%	94%
76%	77%	92%
75%	76%	90%
74%	75%	88%
73%	74%	86%
72%	73%	84%
71%	72%	82%
70%	71%	80%
69%	70%	79%
68%	69%	78%
67%	68%	77%
66%	67%	76%
65%	66%	75%
64%	65%	74%
63%	64%	73%
62%	63%	72%
61%	62%	71%
60%	61%	70%
59%	60%	69%
58%	59%	68%
57%	58%	67%
56%	57%	66%
55%	56%	65%
54%	55%	64%
53%	54%	63%
52%	53%	62%
51%	52%	61%
50%	51%	60%
49%	50%	59%
48%	49%	58%
47%	48%	57%
46%	47%	56%
45%	46%	55%
44%	45%	54%
43%	44%	53%
42%	43%	52%
41%	42%	51%
40%	41%	50%
0%	40%	0

Notwithstanding the preceding sentence, if the arrearage payment performance level of a IV-D office for a fiscal year is less than 40% but exceeds by at least 10 percentage points the arrearage payment performance level of the IV-D office for the immediately preceding fiscal year, then the applicable percentage with respect to the IV-D office's arrearage payment performance level is 50%.

EXHIBIT B
Incentive Worksheet

IV-D Office: _____

<u>Performance Area</u>	<u>IV-D Office Performance Level</u>	<u>Applicable %</u>	<u>Total Incentive Collections</u>	<u>Collection Base</u>
a. Paternity		X		=
b. Cases with Orders		X		=
c. Collection on Current Support		X		=
d. Collection on Arrears		X		=
			Total Collection Base	=

A. DETERMINING TOTAL INCENTIVE COLLECTIONS

Nevada TANF/Former TANF collection	X 3	=
Other collections		=
Total Incentive Collections		=

This total is shown in the total incentive collection column.

Total statewide collection base

B. IV-D OFFICE PERCENTAGE OF INCENTIVE POOL

IV-D office collection base divided by statewide collection base = %

C. IV-D OFFICE INCENTIVES

Incentive paid by feds	\$	
Office % of incentive pool	x	_____ %
Minus 15% Statewide Enhancements		
Total Incentives Award	\$	_____

EXHIBIT C

Example

IV-D Office: _____

<u>Performance Area</u>	<u>IV-D Office Performance Level</u>	<u>Applicable %</u>		<u>Total Incentive Collections</u>	=	<u>Collection Base</u>
a. Paternity	72%	84%	X	\$15m	=	12.6
b. Case with Orders	59%	69%	X	\$15m	=	10.3
c. Collection on Current Support	44%	54%	X	\$15m	=	8.1
d. Collection on Arrears	42%	51%	X	\$15m	=	<u>7.6</u>
						38.6

Total collection base

A. DETERMINING TOTAL INCENTIVE COLLECTIONS

Nevada TANF/Former TANF collections	\$1m x 3 = \$3m
Other collections	= \$12m
Total incentive collections	= \$15m

This total is shown in the total incentive collection column.

B. DETERMINING THE IV-D OFFICE PERCENTAGE OF THE INCENTIVE POOL

In this example the total IV-D office collection base is 100. Dividing the IV-D office collection base by the total statewide collection base [assume 100] ($38.6 \div 100 = .39$) is equal to 39%.

C. DETERMINING IV-D OFFICE INCENTIVES

Incentive paid by feds	= \$2m
Office % of incentive pool	x .39 = \$780,000
Minus 15% Statewide Enhancements	= \$117,000
Total Incentives Award	\$663,000

Under this example the IV-D office would receive \$ 663,000 in incentives.

ATTACHMENT F
CASE RESPONSIBILITIES

I. GENERAL RESPONSIBILITIES

The County agrees to serve all:

- A. Applicants who make application in a county for which they have assigned responsibilities.
- B. Cases which have been transferred to their county due to jurisdiction or conflict reasons.
- C. Cases which are assigned to their county by NOMADS for interstate case services.

II. SPECIFIC RESPONSIBILITIES

The County agrees to assume responsibility for and perform:

- A. Locate services for all Washoe County non-public assistance cases, excluding current and former Medicaid only cases.
- B. Establishment services for all Washoe County non-public assistance cases, excluding current and former Medicaid only cases.
- C. Enforcement services for all Washoe County non-public assistance cases.
- D. Enforcement services for all Washoe County current and former Medicaid only cases.

ATTACHMENT G

INDIRECT COST RATE

The parties acknowledge that a standard 10% indirect cost rate provides a safe harbor under the applicable Federal rules governing the use of such rates and that the use of an actual indirect cost rate higher than 10% may be subject to federal audit and action. Accordingly, in regard to the calculation of County's indirect cost rate for the fiscal years covered by this Contract, the Division agrees that a rate of more than 10% may be approved, based upon the supporting materials and calculations submitted with County's indirect cost rate proposal and subject to and contingent upon approval of the indirect cost rate by the Chief, which approval will not be unreasonably withheld, and the provisions of this section.

- I. Indemnification. County agrees to indemnify the Divisions for any costs related to and arising from federal audit findings, disallowances, sanctions or penalties that are attributable to County's use of an indirect cost rate in excess of the 10% standard rate.
- II. Independent Auditor. County agrees to assume the costs associated with an independent auditor performing the necessary work to provide annual specific assurances that an indirect cost rate in excess of the 10% standard rate is appropriate.
- III. Participation in Audit. County agrees to participate in any audit of its indirect rate and to provide all supporting information upon which an indirect cost rate in excess of the 10% standard rate is based.

ATTACHMENT H

IRS SAFEGUARDING CONTRACT LANGUAGE CONTRACT LANGUAGE FOR GENERAL SERVICES

I. PERFORMANCE

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

(1) All work will be performed under the supervision of the contractor or the contractor's responsible employees.

(2) The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.

(3) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.

(4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

(5) No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.

(6) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

(7) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

II. CRIMINAL/CIVIL SANCTIONS

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

Exhibit 7, IRS Publication 1075 (September 2016)

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, *Sanctions for Unauthorized Disclosure*, and Exhibit 5, *Civil Damages for Unauthorized Disclosure*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

CONTRACT LANGUAGE FOR TECHNOLOGY SERVICES

I. PERFORMANCE

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the contractor or the contractor's employees.
- (2) The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.
- (3) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
- (4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (5) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (6) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.

Exhibit 7, IRS Publication 1075 (September 2016)

(7) All computer systems receiving, processing, storing or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal Tax Information.

(8) No work involving Federal Tax Information furnished under this contract will be subcontracted without prior written approval of the IRS.

(9) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

(10) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

II. CRIMINAL/CIVIL SANCTIONS

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

Exhibit 7, IRS Publication 1075 (September 2016)

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see *Exhibit 4, Sanctions for Unauthorized Disclosure*, and *Exhibit 5, Civil Damages for Unauthorized Disclosure*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

RESOLUTION
TO AUGMENT THE BUDGET OF THE WASHOE COUNTY GENERAL FUND

WHEREAS, the Washoe County General Fund has sufficient available resources consisting of an opening fund balance of \$53,438,599 which is greater than the beginning fund balance of \$44,611,066 budgeted in Fiscal Year 2016-17; and

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

WHEREAS, the Washoe County General Fund also has sufficient cash to meet these additional expenditures; and

WHEREAS, total resources of the General Fund of Washoe County were originally budgeted to be \$318,403,323 on July 1, 2016 and were augmented to be \$318,545,226; and

WHEREAS, the total available resources are now determined to be \$319,641,437; and

WHEREAS, said additional available resources are an opening balance for Fiscal Year 2016-17 which was larger than anticipated, of which \$1,096,211.00 is now appropriated.

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

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

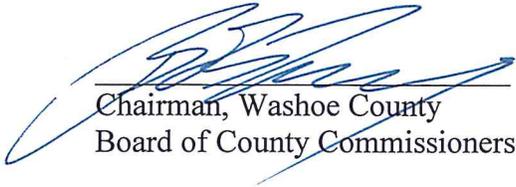
<u>General Fund</u>	
<u>Increase Revenues</u>	
General Fund Unappropriated opening fund balance (carryover)	\$1,096,211.00
<u>Increase Expenditures</u>	
IN60233 - 710100 Sparks Justice Court Admin Assessment funds	\$ 8,311.00
IN60277 - 710100 Wadsworth Justice Court Admin Assessment funds	\$ 52,214.00
C150200 – 701412 Sheriff - Salary Adjustment	\$ 568,204.00
C150200 – 705360 Sheriff - Benefit Adjustment	\$ 266,114.00
C150200 – 701421 Sheriff – Safety Allowance	\$ 42,400.00
C150200 – 701571 Sheriff – Safety Equipment (Vests)	\$ 35,980.00
C150200 – 701412 Sheriff – Holiday Pay	\$ 25,269.00
C150200 – 705360 Sheriff – Call Back	\$ 2,420.00
C150200 – 701421 Sheriff – Stand By Pay	\$ 3,106.00
C150200 – 701571 Sheriff – Shift Differential	\$ 6,906.00
C150200 – 705360 Sheriff – Retirement Pay for Special Pays	\$ 7,763.00
C150200 – 701300 Sheriff – Overtime	\$ 27,313.00
C120411 – 701130 Pre-trial Screening – Pooled Positions	\$ 50,211.00
Total Increase in Expenditures	\$1,096,211.00

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

17-0156

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

Adopted this 28th day of February, 2017.


Chairman, Washoe County
Board of County Commissioners

NOTICE TO THE PUBLIC

NOTICE IS HEREBY GIVEN that the Board of County Commissioners will hold their regularly scheduled meeting in the Commission Chambers of the Washoe County Administration Complex, 1001 East Ninth Street, Reno, Nevada, on **Tuesday, January 24, 2017 at 10:00 a.m.** to act on:

A RESOLUTION TO AUGMENT THE GENERAL FUND BUDGET

Notice is hereby given that the Board of County Commission of Washoe County, State of Nevada, will act on a resolution to augment the Fiscal Year 2016-17 Washoe County General Fund in the amount of \$1,096,211.00 in order to appropriate previously unbudgeted resources for use by the Washoe County General Fund. Prior to the meeting, written comments may be filed with the Clerk of the Board and will be considered.

Anyone wishing to protest or affirm may do so by appearing at the above-named time and place.

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

Date: February 10, 2017

Legal Desk
Reno Gazette-Journal

Please publish the Public Notice in the legal section, once on Thursday, February 23, 2017, and furnish two proofs of publication; one to each of the following:

County Clerk's Office
PO Box 11130
Reno, NV 89520

Mark Mathers, Budget Manager
County Manager's Office
Washoe County
P.O. Box 11130
Reno, NV 89520



**RESOLUTION OF THE WASHOE COUNTY
BOARD OF COUNTY COMMISSIONERS**

**INITIATING AN AMENDMENT TO WASHOE COUNTY CODE CHAPTER 110,
DEVELOPMENT CODE, AT ARTICLE 505, SIGN REGULATIONS**

Whereas, Section 110.818.05 of the Development Code requires that amendments to the Development Code be initiated by resolution of the Washoe County Commission; and

Whereas, the Board of County Commissioners provided direction to amend the Washoe County sign code to provide exceptions for certain electronic message displays (EMDs) placement requirements for governmental entities; and

Now, therefore, be it resolved that pursuant to Washoe County Code Section 110.818.05(a) that an amendment is initiated to the Washoe County Code Chapter 110, Development Code, at Article 505 as set forth in the agenda for the February 28, 2017 meeting of the Washoe County Board of County Commissioners, that a public hearing with the Washoe County Planning Commission on the amendment shall be held within 125 days of this resolution's adoption date, and that this amendment is initiated without prejudice to its final disposition.

ADOPTED on February 28, 2017.

WASHOE COUNTY
BOARD OF COUNTY COMMISSIONERS

ATTEST:



Nancy Parent, Washoe County Clerk



Bob Lucey, Chairman

17-0157

