

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

TUESDAY

9:00 A.M.

JANUARY 24, 2012

PRESENT:

Robert Larkin, Chairman
Bonnie Weber, Vice Chairperson*
John Breternitz, Commissioner
Kitty Jung, Commissioner
David Humke, Commissioner*

Nancy Parent, Chief Deputy Clerk (9:05 a.m. – 1:05 p.m.)

Amy Harvey, County Clerk (6:01 p.m. – 6:25 p.m.)

Katy Simon, County Manager

Paul Lipparelli, Legal Counsel

The Washoe County Commission and the Washoe County Library Board of Trustees will begin their meeting at 9:00 a.m. in the Caucus Room (#A205) located on the 2nd Floor of Building A at 1001 E. 9th Street, Reno.

The Washoe County Board of Commissioners and the Washoe County Library Board of Trustees convened at 9:05 a.m. for a joint meeting in the Caucus Room located on the 2nd Floor of Building A of the Washoe County Administration Complex, 1001 East Ninth Street, Reno, Nevada. Also present were Library Board of Directors Chairman Alfred Stoess, Members Fred Lokken, Tom Cornell, Anna Jane Zarndt and James Umbach and Library Director Arnie Maurins. Following the Pledge of Allegiance to the flag of our Country, the Clerk called the roll and the Boards conducted the following business:

12-75 AGENDA ITEM 3 – PUBLIC COMMENT

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

There was no response to the call for public comment.

***9:08 a.m.** Commissioner Weber arrived.

12-76 AGENDA ITEM 4

Agenda Subject: “Presentation--Friends of Washoe County Library of a \$100,000 donation to the Library System. (All Commission Districts.)”

Lucina Moses, Friends of the Library President and Len Crocker, Immediate Past President, presented a check in the amount of \$100,000 to the Washoe County Library System, representing the organization's donations for year ending 2011. She said this donation was made possible through the efforts of the volunteers and reflected the commitment from the membership. Ms. Moses indicated that this donation would purchase materials, technology and provide programming and outreach at the branches.

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

12-77 AGENDA ITEM 5

Agenda Subject: "Recommendation to accept the Final Report of the Citizens' Advisory Committee on the Future of the Washoe County Library System. (All Commission Districts.)"

Carol Lloyd, Citizens' Advisory Committee (CAC) Member, conducted a PowerPoint presentation, which was placed on file with the Clerk. The presentation highlighted the mission, short-term and long-term strategies and survey comments. Ms. Lloyd stated that CAC members heard presentations about the County's budget situation, the libraries operations and performance, and how the Library had responded to budget reduction requirements. The CAC also researched reports, statistics and articles on the history of libraries with current best practices and future trends in library services and operations. She indicated that the CAC solicited opinions from 3,000 library cardholders to illustrate what the Library System meant to them and to help identify opportunities to better their needs.

***9:16 a.m.** Commissioner Humke arrived.

After reading the report, Chairman Larkin questioned the relevancy of the Library System in the ever-changing dynamics, a vision on how that would fit and how the limited resources would be utilized to better define the use of libraries.

Martha Gould, former Library Director, replied that relevancy was included, albeit in bits and pieces. In reviewing the various areas within the report, recommendations were present that addressed the Chairman's concerns. Chairman Larkin noted that he saw some of those recommendations, but did not see the visioning. Ms. Gould explained that the whole report was the vision and would be the blue print for the Library System to use in strategic planning.

Commissioner Weber stated that cultural centers for the different communities would be vital. She felt if communities conducted historical research that could be a benefit in bringing the cultural aspects into the different libraries.

Scottie Wallace, Reno Main Branch Managing Librarian, indicated that the CAC report would succinct trends in the future. Based on the vision and mission, the

service response was lifelong education, enrichment and commons. She explained that the focus would be the one-on-one relationship and on being a conduit to education. She said that the Library would focus on technology, such as electronic media, but would always have books.

Commissioner Weber asked if a needs assessment had been concluded for each library to determine their specific needs. Ms. Wallace replied that libraries fulfilled their duties nation-wide and were proud of their role to offer free libraries to serve communities. Commissioner Weber understood; however, in the North Valleys there may be more need for employment resources and asked if more computers would be located in that branch. She asked if the Social Services Department had been incorporated into the libraries as a conduit since libraries were neighborhood centers.

Patti Day, North Valleys Managing Librarian, indicated that the North Valleys Library was expanding their computer usage. She explained that their demand was job seekers and had added a number of computers.

Arnie Maurins, Library Director, explained when staffing was rebalanced, services were geared to the local branches. He said the Downtown Reno and the City of Sparks branches had been categorized as the urban libraries that provided a certain set of services. The outlying libraries were categorized as suburban and would be tailored to best meet the needs of the citizens in those communities.

Trustee Lokken indicated that libraries were aware of the need for job search centers and were forging partnerships with other agencies in an effort to bring those resources into a community. Commissioner Weber felt that Social Services needed to be involved in the North Valleys and asked if the Washoe County School District (WCSD) had been incorporated. Ms. Lloyd replied that the libraries had reached out to the WCSD by providing homework programs and offering the needed resources for those programs.

Commissioner Jung stated that there needed to be more resources between the schools and the libraries. Mr. Maurins agreed, but it had to make strategic sense for the WCSD and the County. Commissioner Weber commented that the schools needed to forge a partnership with the libraries and become a “hub” to encourage the students to volunteer.

Trustee Zarnndt indicated that the reduction in hours and the budget were key in the libraries inability to work with schools. In response to school functions being reduced, she said certain aspects of library collections had been increased to enhance programs for school age children to compensate for the lack of librarians in the school system.

Trustee Cornell agreed with Chairman Larkin about the relevancy of the Library System in the ever-changing dynamics. He said the library could not be everything to everybody. He also did not see any analysis or prioritization in the CAC

report and asked how expenditures would be prioritized. Trustee Cornell commented that he would be unable to answer questions regarding the character of the print collection, the number of volumes contained or a description of library functions. He asked what relevance Management Partners had to the CAC. Commissioner Jung replied that Management Partners made recommendations.

Ms. Lloyd replied that page 73 of the report may answer some of Trustee Cornell's questions. She explained that there was a disclaimer in the report that noted all the survey responses were important; however, the CAC chose not to prioritize those responses.

Trustee Lokken commented that this was a remarkable report by the CAC, which gave the opportunity to provide objectivity. If accepted, Chairman Larkin asked what the Trustees would do with the report. Trustee Lokken indicated that the Trustees would implement the report, it would be referenced by staff and would be another tool to implement.

As services and hours continued to be reduced, Trustee Zarndt said this report could be helpful in prioritizing and should not be confused with a strategic plan, but rather a blue print for the future.

Commissioner Weber asked if the Trustees had considered facilities. She explained that there were community centers vacant within County parks that were not being utilized. She wondered if those facilities could be used as a community center by a library. Katy Simon, County Manager, replied that the facilities available would be the North Valleys, Cold Springs, Black Springs and Bartley Ranch, but those places did not have regular staff. Ms. Wallace remarked that facilities had been discussed at length and also mentioned that a meeting was scheduled with Social Services.

Tammy Cirrincione, South Valleys Managing Librarian, addressed partnering with the WCSD. She explained that a program was in place to engage students within the Transitions Program and was part of the curriculum for students in Special Education programs. She said the students conducted tasks that were translatable skills so when they graduated from high school those skills could be taken into the work force.

Commissioner Jung commented that the CAC worked tirelessly to complete the report and felt it was an excellent blue print for the Library System. She thanked all the volunteers who contributed and the former Library Directors for providing their expertise and assistance.

Library Board Chairman Stoess indicated that a staff report was submitted that included a summary and noted there was no fiscal impact to the County. He requested the Board accept the report.

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 5 be accepted.

12-78 AGENDA ITEM 6

Agenda Subject: “County Commission, Library Board of Trustees and Staff Comments (limited to announcements, requests for information, statements relating to items not on the agenda or issues for future agendas).”

There were no Board member or Trustees comments.

12-79 AGENDA ITEM 7 – PUBLIC COMMENT

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

Martha Gould said during the next Legislative Session discussions would occur about revamping the tax structure. She said when the tax structure was discussed the idea of having dedicated funds for the Library needed to be addressed.

9:58 a.m. The Boards recessed.

Following Item No. 7 above, the Board of County Commissioners will recess and reconvene at 10:00 a.m. in the Washoe County Commission Chambers located on the 1st Floor of Building A at 1001 E. 9th Street, Reno, for the remainder of the County Commission Agenda.

10:06 a.m. The Board reconvened with all members present.

12-80 AGENDA ITEM 10 – PUBLIC COMMENT

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

Lucina Moses, Friends of the Library President and Len Crocker, Immediate Past President, presented a check in the amount of \$100,000 to the Washoe County Library System, representing the organization’s donations for year ending 2011. She said this donation was made possible through the efforts of the volunteers and reflected the commitment from the membership. Ms. Moses indicated that this donation

would purchase materials, technology and provide programming and outreach at the branches.

Gary Norris spoke on the budget and felt that citizens had enough of cuts in services, particularly where it pertained to public safety. He remarked that citizens would be willing to pay more, such as a 1 percent Vehicle Registration Tax, in order to continue the staffing levels and the current salaries. He said the Board should pay more attention to other items rather than the cuts that led to the current problem.

Jerry Purdy spoke in support of raising the Vehicle Registration Tax by 1 percent, which would raise approximately \$8 million and was more than the \$6.8 million needed to balance the 2012 budget. He opposed balancing the budget on the backs of County employees and believed that the reductions affected emergency response times, which represented a direct threat to the health and safety of the citizens. He read from a prepared statement, which was placed on file with the Clerk.

Sarah Thomas spoke in support of Washoe County employees. She asked that the Board stop placing the budget deficit on the backs of County employees and start raising revenues. She said Washoe County had a population base that was not shrinking when it came to services such as roads, fire, emergency, public health, libraries and recreation. Ms. Thomas said the citizen's expectations were for those services to be provided by qualified County personnel and for the County to retain those personnel. She stated that citizens had observed several questionable business practices, which included the Ballardini Ranch payment and the property tax rebates to Incline Village residents instead of using tax credits for those payments. She felt the time had come to protect County employees and to raise revenues.

David Kelly read from a prepared statement, which was placed on file with the Clerk. He said that the County Labor Associations had continually worked with management to solve deficit issues. The Association's had stepped up and gave the needed concessions to ensure that the deficits caused by the economic downturn were manageable. He felt that the proverbial "line in the sand" had been drawn by the Board, which created the unresolved budget issue, six months into the Fiscal Year. He suggested the Board retreat from their hard position and work with the employees.

Ron Dreher, Washoe County Public Attorney's Association and the Washoe County District Attorney's Investigators Association, discussed the on-going labor negotiations. He said the Associations were professional groups that were dedicated public employees who fulfilled their duties and responsibilities in an excellent manner. They and their families were taxpayers that contributed to the community by supporting local businesses that contribute to the economic climate in the same manner as other private sector employees. Over the past several years, he said the Associations had provided concessions and were willing to continue those concessions to ensure that the economic goals and objectives were met. The Associations that he represented repeatedly agreed to continue their concessions for this Fiscal Year and had only asked for non-

economic items in exchange, which had fallen on deaf ears. Mr. Dreher said alternatives were available that would help resolve the current items.

Connie McMullen, Senior Services Advisory Board Chair, urged the Board to preserve the general funds that were going to the Senior Services Department. She said those funds leveraged federal and State grants and a reduction could result in the dismantling of certain programs.

Sam Dehne commended the first responders for the recent Washoe Fire. He stated his distain toward the local media.

12-81 AGENDA ITEM 11 – ANNOUNCEMENTS

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

The Commission observed a moment of silence in recognition of the 29 families who lost their homes and the one fatality during the Washoe Fire that occurred on January 19, 2012.

Chairman Larkin thanked the hard working public servants, volunteers, and citizens who battled the Washoe Fire, and recognized many of the agencies that participated. He also thanked the numerous hotels, casinos, and other private sector organizations that offered assistance, special rates on services, and donations to help those displaced by the fire. The other Board members echoed those remarks.

Commissioner Weber announced that along with Commissioner Jung, they received recognition for their help with the Sun Valley Wish Tree. She stated that County employees gave generously which allowed 60 children to receive a Christmas gift. She requested a future agenda item for a proclamation to recognize those who contributed. Commissioner Weber attended the V&T Commission meeting and remarked that the funds were depleted and the Commission would be unable to move forward with additional railway, which was the objective. She said the V&T Railroad conducted a successful Polar Express over the holiday season and collected approximately \$240,000, profiting \$50,000. On March 19, 2012 there would be a V&T Commission meeting, and she requested that each of the five contributing counties invite their Manager and a finance individual to attend and discuss what if anything could be done.

Commissioner Humke commented on the Washoe Fire and noted his observations and the goodness that came from neighbors helping each other. He said once again the strength of the community was shown. He spoke on an ordinance revision underway for the small urban/suburban well operations. He was concerned about the well owners and was withdrawing his support unless or until water issues could be resolved in

the unincorporated areas where residents were on private wells. He suggested staff research the potential water impact and water rights impacts.

Commissioner Jung commented that every child's wish was fulfilled from the Sun Valley Wish Tree. She indicated that the food pantry was found to be empty, so several elected officials contributed from their campaign funds to purchase hams. Commissioner Jung reported that the Spanish Springs Elementary School conducted a T-shirt fundraiser for the victims of the Caughlin Fire and the Joint Fire Advisory Board (JFAB) members each received one of those shirts.

12-82 AGENDA ITEM 13 – RESOLUTION OF APPRECIATION

Agenda Subject: “Resolution of Appreciation--Home Instead Senior Care--Senior Services. (All Commission Districts.)”

Commissioner Jung read and presented the Resolution of Appreciation to representatives from Home Instead Senior Care. Sandy TenBoer, Home Instead Senior Care Community Relations and Marketing Director, thanked the Board for their Resolution and said it had been a privilege to run the “Be a Santa to a Senior” Program. She explained that was a world-wide program put on by Home Instead Senior Care and over two million Christmas gifts were distributed to seniors.

On behalf of Senator Dean Heller, Katy Pace presented a Senatorial Recognition to Allan and Tracy Ward, Home Instead Senior Care, in honor of their dedication to senior citizens and the coordinating efforts to support the “Be a Santa to a Senior” Program.

Grady Tarbuton, Senior Services Director, thanked everyone involved for the work that had been completed. He remarked that Ms. TenBoer ensured that all the gifts were distributed and said it was an amazing accomplishment.

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 13 be adopted.

12-83 AGENDA ITEM 12 – EXCELLENCE IN PUBLIC SERVICE

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

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

Essentials of High Performing Teams

Maria Magana, Office Support Specialist

10:51 a.m. Commissioner Humke temporarily left the meeting.

CONSENT AGENDA

12-84 **AGENDA ITEM 14A**

Agenda Subject: “Approve minutes for the Board of County Commissioners' meeting of December 13, 2011.”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke temporarily absent, it was ordered that Agenda Item 14A be approved.

12-85 **AGENDA ITEM 14B**

Agenda Subject: “Cancel February 21, 2012 County Commission meeting.”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke temporarily absent, it was ordered that Agenda Item 14B be approved.

12-86 **AGENDA ITEM 14C - ASSESSOR**

Agenda Subject: “Approve roll change requests, pursuant to NRS 361.768 and NRS 361.765, for errors discovered for the 2009/2010, 2010/2011, 2011/2012 secured and unsecured tax rolls; and if approved, authorize Chairman to execute order and direct the Washoe County Treasurer to correct the error(s) [cumulative amount of decrease \$218,492.29]. (Parcels are in various Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke temporarily absent, it was ordered that Agenda Item 14C be approved, authorized, executed and directed.

12-87 **AGENDA ITEM 14D – DISTRICT ATTORNEY**

Agenda Subject: “Approve Interlocal Agreement between the County of Washoe (on behalf of its Northern Nevada Child Abuse Response & Evaluations/Sexual Assault

Response Team) and the City of South Lake Tahoe and El Dorado County, California, for the Washoe County Child Abuse Response and Evaluation and Sexual Assault Response Team (CARES/SART) to provide emergency sexual assault examinations to El Dorado County victims of sexual assault. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke temporarily absent, it was ordered that Agenda Item 14D be approved. The Interlocal Agreement is attached hereto and made a part of the minutes thereof.

12-88 AGENDA ITEM 14E – HUMAN RESOURCES

Agenda Subject: “Approve three reclassification requests from the Sheriff’s Office submitted through the job evaluation and classification process [annual fiscal impact approximately \$36,490]. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke temporarily absent, it was ordered that Agenda Item 14E be approved.

12-89 AGENDA ITEM 14F - PARKS

Agenda Subject: “Accept grant [\$96,868, County required in-kind volunteer and staff labor match of \$76,520] from the Nevada Division of State Parks Recreation Trails Grant Program for South Region Trail Maintenance; and if accepted, authorize the Acting Regional Parks and Open Space Director to execute the Project Agreement with Nevada Division of State Parks and all subsequent documents and reports associated with this grant; and authorize Finance Department to make the appropriate budget adjustments. (Commission Districts 1, 2 and 3.)”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke temporarily absent, it was ordered that Agenda Item 14F be accepted, authorized and executed.

12-90 AGENDA ITEM 14G – SOCIAL SERVICES

Agenda Subject: “Authorize the Department of Social Services to accept an additional grant [\$85,000, no County match required] from the Casey Family Programs to expand the Family Solutions Team process; and if accepted, authorize

the Department to expend the grant revenue and direct Finance to make the appropriate budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke temporarily absent, it was ordered that Agenda Item 14G be authorized, accepted and directed.

12-91 AGENDA ITEM 14H – WATER RESOURCES

Agenda Subject: “Approve the conveyance of 7.5 acre-feet of underground water rights from The Richardson 1998 Family Trust to Washoe County and the associated Water Rights Deed and Agreement between The Richardson 1998 Family Trust and Washoe County. (Commission District 4.)”

Katy Simon, County Manager, explained that this conveyance was to Washoe County in advance of a proposed development and was part of the County Code and the statutory rules for support of a development.

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke temporarily absent, it was ordered that Agenda Item 14H be approved.

12-92 AGENDA ITEM 14I(1) – FINANCE

Agenda Subject: “Acknowledge receipt of the Interim Financial Report for Washoe County Governmental Funds for the six months ended December 31, 2011-Unaudited. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke temporarily absent, it was ordered that Agenda Item 14I(1) be acknowledged.

12-93 AGENDA ITEM 14I(2) – FINANCE

Agenda Subject: “Approve removal of Fiscal Year 2011 uncollectible returned checks, [\$802.30] from the centralized returned check account (7980-121013); and authorize the Comptroller’s Office to charge the appropriate revenue account to the identified responsible cost centers/funds. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke temporarily absent, it was ordered that Agenda Item 14I(2) be approved and authorized.

12-94 AGENDA ITEM 14J(1) – MANAGER

Agenda Subject: “Approve appointment of Cynthia Washburn as Comptroller and set annual salary [\$109,075.20] to be retroactively effective January 2, 2012. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke temporarily absent, it was ordered that Cynthia Washburn be appointed as Comptroller and set the annual salary at \$109,075.20 to be retroactively effective January 2, 2012.

12-95 AGENDA ITEM 14J(2) - MANAGER

Agenda Subject: “Approve the ReCHARGE Nevada “Statement of Intent” for the purpose of advancing a coordinated regional response to the economic challenges and opportunities facing northwestern Nevada. (All Commission Districts.)”

Katy Simon, County Manager, announced that Washoe County was the first local government in the region to take action in support of the Statement of Intent for economic development. She said this would be discussed at the upcoming joint meeting of elected officials scheduled for February 6, 2012.

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke temporarily absent, it was ordered that Agenda Item 14J(2) be approved.

12-96 AGENDA ITEM 14J(3) – MANAGER

Agenda Subject: “Acknowledge status and progress updates for the Fundamental Review Program and its associated projects. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke temporarily absent, it was ordered that Agenda Item 14J(3) be acknowledged.

12-97 AGENDA ITEM 14K(1) – PUBLIC WORKS

Agenda Subject: “Approve naming an unnamed easement Bobcat Hill Road. This is a privately maintained public access easement. There is no fiscal impact to Washoe County. (Commission District 5.)”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke temporarily absent, it was ordered that Agenda Item 14K(1) be approved.

12-98 AGENDA ITEM 14K(2) – PUBLIC WORKS

Agenda Subject: “Reappoint Dr. Paul Davis (representing Washoe County Commission District 4) and Kathryn Hass (representing Washoe County Commission District 2) to the Washoe County Animal Control Board; each for a four-year term retroactively from January 1, 2012 through December 31, 2015. (Commission Districts 4 and 2.)”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke temporarily absent, it was ordered that Dr. Paul Davis (representing Washoe County Commission District 4) and Kathryn Hass (representing Washoe County Commission District 2) be reappointed to the Washoe County Animal Control Board for a four-year term retroactive from January 1, 2012 through December 31, 2015.

12-99 AGENDA ITEM 14L – SENIOR SERVICES

Agenda Subject: “Accept cash donations [\$11,121.69] for the period of October 1, 2011 through December 30, 2011 for the second quarter of Fiscal Year 2011/12; and if accepted, direct Finance Department to make the appropriate budget adjustments. (All Commission Districts.)”

On behalf of the Board, Commissioner Jung thanked the various donors for their generous donations.

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke temporarily, it was ordered that Agenda Item 14L be accepted and directed.

BLOCK VOTE

The following agenda items were consolidated and voted on in a block vote: Agenda Items 17, 18, 19 and 21.

12-100 AGENDA ITEM 17 – HUMAN RESOURCES

Agenda Subject: “Recommendation to approve a reduction of the Fiscal Year 2011/2012 wage concession for all Juvenile Services employees from a 6.91% to 4.25% retroactive to July 4, 2011 to meet a revised Fiscal Year 2011/2012 labor cost reduction target of \$440,670; and if approved, direct the Finance and Human Resources Departments to make the necessary adjustments. (All Commission Districts.)”

Beginning with the budget process last year, Katy Simon, County Manager, explained that the Board gave direction to reduce employee wages and benefits for certain non-represented groups, such as Juvenile Services, Management employees, and also accepted a recommendation from the Court to reduce certain Court employees wages and benefits. Subsequently, the Board provided an offer to supplement the deficit plan with a \$4 million transfer from the OPEB Trust reducing the transfer and applying that to help resolve the deficit. She said that reduced the targets being asked from employees.

There was no public comment on this item.

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

12-101 AGENDA ITEM 18 – MANAGER

Agenda Subject: “Recommendation to approve Intrastate Interlocal Contract between the County of Washoe and the State of Nevada Department of Health and Human Services Division of Mental Health and Developmental Services Lake’s Crossing Center for professional service to conduct mental health evaluations [not to exceed \$210,717] for each year of the biennium, retroactive from July 1, 2011 to June 30, 2013. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried with Commissioner Humke temporarily absent, it was ordered that Agenda Item 18 be approved. The Contract for same is attached hereto and made a part of the minutes thereof.

12-102 AGENDA ITEM 19 – SOCIAL SERVICES

Agenda Subject: “Recommendation to authorize the Director of Social Services to accept additional Victim of Crime Act (VOCA) Funds [\$197,982 with County match of \$49,496] for Fiscal Year 2012 from the State Division of Child and Family Services to provide direct services to victims of child abuse and/or domestic violence; and if accepted direct Finance to make appropriate budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried with Commissioner Humke temporarily absent, it was ordered that Agenda Item 19 be authorized, accepted and directed.

12-103 AGENDA ITEM 21 – TRUCKEE RIVER FLOOD MANAGEMENT DISTRICT

Agenda Subject: “Recommendation to approve Amendment No. 2 to the Professional Services Agreement dated January 18, 2008 between the County of Washoe (on behalf of the Flood Project) and Financial Consulting Solutions Group, Inc. to complete a flood funding study and a regional cost benefit analysis for the Truckee River Flood Project, [not to exceed \$114,000, for a total contract amount not-to-exceed \$1,289,000] for the purpose of developing a project construction cost estimate for the Locally Preferred Plan to be used as the basis for setting initial rates for the Flood Project; to extend noted contract dates; and authorize expenditure from the 1/8 cent sales tax dedicated to the Truckee River Flood Management Project. (All Commission Districts.)”

Commissioner Breternitz inquired on the Locally Preferred Plan being funded on the federal level and local level. Commissioner Jung said the Locally Preferred Plan had not been vetted by the Army Corp of Engineers to have the cost benefit ratio that was necessary. However, the Locally Preferred Plan was believed to be the best plan. She said there was a 50-year Flood Plan that the Corp penciled out and noted that the Flood Committee used an additional \$50,000 in order to match the Corps with the aim of having the study completed by March of 2012. She said the Locally Preferred Plan was the best plan for the most protection as well as what the focus groups determined.

Because of the feasibility of the locally preferred option, Commissioner Breternitz said he would not support this item.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried with Commissioner Breternitz voting “no” and Commissioner Humke temporarily absent, it was ordered that Agenda Item 21 be approved and authorized.

11:05 a.m. The Board convened as the Truckee Meadows Fire Protection District (TMFPD) Board of Fire Commissioners.

11:25 a.m. The Board recessed into a closed session as the TMFPD Board of Fire Commissioners and convened as the Sierra Fire Protection District (SFPD) Board of Fire Commissioners. It was noted that the TMFPD meeting would adjourn from the closed session.

11:35 a.m. The Board recessed into a closed session as the SFPD Board of Fire Commissioners and reconvened as the Board of County Commissioners. It was noted that the SFPD meeting would adjourn from the closed session.

12-104 AGENDA ITEM 20 – TREASURER

Agenda Subject: “Introduction and first reading of an Ordinance Amending Ordinance No. 1074 concerning Washoe County, Nevada, Special Assessment District No. 27 (Osage Road/Placerville Road); amending Assessments against the assessable tracts in Unit 1 of the District; providing other matters relating thereto; and providing the effective date hereof. For the purpose of providing for overpayment credits and approving reimbursements totaling \$40,000.14; and if approved, set public hearing and second reading of the Ordinance for February 14, 2012 at 6:00 p.m. (Commission District 5.)”

Nancy Parent, Chief Deputy Clerk, read the title for Bill No. 1664.

Bill No. 1664, entitled, "AN ORDINANCE AMENDING ORDINANCE NO. 1074 CONCERNING WASHOE COUNTY, NEVADA, SPECIAL ASSESSMENT DISTRICT NO. 27 (OSAGE ROAD/PLACERVILLE ROAD); AMENDING ASSESSMENTS AGAINST THE ASSESSABLE TRACTS IN UNIT 1 OF THE DISTRICT; PROVIDING OTHER MATTERS RELATING THERETO; AND PROVIDING THE EFFECTIVE DATE HEREOF," was introduced by Commissioner Weber, and legal notice for final action of adoption was directed. It was noted that the public hearing and second reading of the Ordinance would be set for February 14, 2012 at 6:00 p.m.

12-105 AGENDA ITEM 22 – DISTRICT ATTORNEY

Agenda Subject: “Discussion and possible action to support efforts by the Nevada Association of Counties (NACO) and the Nevada Hospital Association to prevent diversion of funds from the Fund for Hospital Care to Indigent Persons and the Supplemental Account for Medical Assistance to Indigent Persons which are funded by property taxes assessed by counties, including possibly supporting legal action against the State of Nevada and state officials and other matters properly related thereto. (All Commission Districts.)”

Paul Lipparelli, Legal Counsel, explained that two funds were created by statute to hold money that would ultimately be used to cover the costs that provided medical care to indigent persons. Legislation was passed during the 2011 session that changed the law by allowing money in those funds to be used for purposes other than the cost of indigent medical care. The hospitals and counties that had access to those funds through various procedures stood to potentially suffer if the amount of money in those funds became insufficient to cover the cost that hospitals and counties incurred for indigent care. The Nevada Association of Counties (NACO) had undertaken to open discussions with the State to ensure that money taken from those funds would not have the impact of forcing some of those costs down onto the hospitals and counties. He said this item would authorize NACO, on behalf of Washoe County, to undertake those discussions with the State in an attempt to sensitize the State on the critical need for this funding and, if those discussions proved not to be fruitful, introduce the possibility that legal action could follow.

Kevin Schiller, Social Services Director, said this was referred to as the IAS Subfund Sweep. He said there had been past legislative action, based on the money that was contributed, to sweep that fund and was seen in the 2011 Legislative Session. Mr. Schiller highlighted that this technically funded the hospital billing and the rural billing in a State-wide program for either the Indigent Accident Fund or the Supplemental Fund. He said it functioned similar to an insurance policy for the County to be held harmless, but since the sweep had occurred those bills being submitted by community stake holders were not being paid. He said the indigent shortfall continued to be addressed because of the health care assistance budget.

In response to the call for public comment, Bill Welch, Nevada Hospital Association, said the sweep had been occurring since the 2008 Special Legislative Session and since then about \$20 to \$25 million had been lost every year. He explained that the program was created 20 years ago through collaboration between the counties and the hospitals to ensure that counties were protected from catastrophic medical expenses, and that the emergency providers were assured some level of payment for services rendered. With the sweeping of the funds, it had been a direct takeaway from reimbursement for costs of services still being provided. However, if those funds went away, the services did not go away and those individuals were still being presented for care and were receiving that care. He said this fell on top of Medicaid reimbursement reductions that the hospitals also experienced and noted that over \$40 million annually had been reduced in reimbursements for services that the hospitals continued to provide. Currently, 19 out of the 33 States acute care hospitals were losing funds, which could no longer be absorbed.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried, it was ordered that the efforts of NACO and the Nevada Hospital Association to prevent diversion of funds from the Fund for Hospital Care to Indigent Persons and the Supplemental Account for Medical Assistance to Indigent Persons be supported. It was further ordered to support any legal action against the State of Nevada and state officials and other matters properly related thereto.

12-106 AGENDA ITEM 23 – FINANCE

Agenda Subject: “Update and status report on the Fiscal Year 2011/12 budget, provide possible direction to staff to close the Fiscal Year 2011/12 potential budget shortfall of \$6.8 million and prepare for 2012-2013 potential budget shortfall pending the resolution of labor negotiations, which could include the implementation of a hiring freeze subject to exceptions as approved by the County Manager and/or Board of County Commissioners; departmental operating budget reductions; use of reserves; and/or implementation of the Governmental Services Tax; and further, update and status report on the Fiscal Year 2012/13 budget processes, including direction on development of three year departmental budget plans. (All Commission Districts.)”

11:44 a.m. Commissioner Humke returned to the meeting.

Sheri Mendez, Finance Director, conducted a PowerPoint presentation, which was placed on file with the Clerk. The presentation highlighted the breakdown of the Fiscal Year 2011/12 budget shortfall, possible options to solve the shortfall to include: an implementation of a hiring freeze, subject to exceptions as approved by the County Manager and/or the Board; Departmental operating budget reductions; use of reserves; and, an implementation of the Governmental Services Tax (GST), Fiscal Year 2012/13 budget planning and three-year budget plans. She said that the County's original budget shortfall was \$33.5 million and, through reductions, had been reduced to \$6.8 million. However, if action was not taken to solve the shortfall in the short-term, planning would be needed for Fiscal Year 2012/13. She indicated that wages would reset June 30, 2012, which could result in an \$18 million budget deficit.

Chairman Larkin asked if individually any of the options would solve the budget gap or would that require a combination. Ms. Mendez explained that potentially the implementation of a hiring freeze had the opportunity to solve the budget gap, but departments would have to plan for the 2012/13 budget and would have to layer into the impacts of what not achieving the \$11.6 million would mean in the next fiscal year. Chairman Larkin said the staff report indicated that only \$2 million would be achieved through the hiring freeze. Ms. Mendez stated that was correct because there were additional savings that had been achieved thus far.

Sheriff Mike Haley said that 140 frozen positions equated to \$9.8 million and depended on the number of months being used that saw the \$2 million in savings. Since this process began, he had 104 positions swept from the Sheriff's Office, 37 vacant positions and an officer per thousand ratio on the street of about 0.98 to 1,000. He indicated that the Sheriff's Office did not have people to do the jobs and were currently reclassifying positions.

In response to the call for public comment, Carla Fells, Washoe County Employees Association (WCEA) Executive Director, said that the WCEA was continuing

to negotiate. She noted that she was glad to hear from the public because it should not be just employee wages and benefits to close the budget deficit. She implored the Board to review all revenue sources outside of wages and benefits.

Cheryl Schiele, Employee Representation Services, on behalf of the Washoe County Nurses Association (WCNA), supported the implementation of the GST as an additional way to bring revenues into the County versus continually balancing the budget through employee compensation and benefits packages. She indicated that WCNA did not support implementing a hiring freeze or reducing departmental operating budgets because of the County's inability to reach an agreement with the labor groups. Ms. Schiele said the WCNA was unique as the Association's liability to the General Fund was minimal due to their programs being funded through other sources. She said that the WCNA had voluntarily agreed to do concessions above or beyond the savings target presented by the County and, had done so since the downturn in the economy. She said the Association had agreed to concessions totaling approximately \$66,000 for this Fiscal Year even though their target was \$6,974. Ms. Schiele urged the Board not to balance the budget solely on the labor groups and continue to negotiate with the Association in an effort to reach an agreement.

Commissioner Humke commented that there were some questions concerning the numbers used for the implementation of the hiring freeze and thought the County was currently under a hiring freeze. Ms. Mendez replied that the County had been under a hiring freeze, but with the implementation of the 10 percent reduction plans, there had been more flexibility with departments. This would reiterate that the County needed to hold firm. In years past, Commissioner Humke said 700 positions were technically funded and then the County defunded a majority of those positions. He asked if that was being recommended. Ms. Mendez explained that these were actual funded positions and were included in all the previous plans to reduce departmental operating budgets. Commissioner Humke asked if these positions would need to be filled as soon as there was an economic upswing and would they be the first positions filled.

Katy Simon, County Manager, explained that the positions would continue to be evaluated while entering the 2012/13 budget. She said staff would return to the Board on February 14, 2012 with a Plan A and a Plan B. She said if there was not a long-term resolution to reduce the wage and benefits cost profile, the County would have a deeper deficit to resolve. Commissioner Humke remarked that there was an implication that management's "foot was on the brake" as to the override committee and asked if that was correct. Ms. Simon said there had been a vacancy freeze in place for some time, and she explained that every week vacancy appeals submitted by departments were considered. As the Board approved the 10 percent reduction plans, some departments reorganized and provided for cuts to positions, funding of other positions or made an effort concerning work load challenges to evaluate those challenges on a case-by-case basis. The option of a hiring freeze implementation would reinforce that vacancy hold, but this rate of vacancies was not sustainable; however, the flexibility was needed to manage the budget through the end of the year and not make anymore permanent cuts as negotiations continued with the Association's. Commissioner Humke asked for a clarification on the \$2 million being achieved with the 140 held positions. To date, Ms.

Simon said there had been significant salary savings, but was recognized that some positions would need to be filled. Ms. Mendez explained that an analysis was completed of the vacant positions which would yield savings of up to \$2 million.

Sheriff Haley explained that he could not send one person through a year-long academy since that would not be cost effective. He noted that an employment posting was submitted for Category I applicants, but a good list of applicants was not received. Commissioner Humke asked what was presently used for an academy. Sheriff Haley replied that the Sheriff's Office was not currently operating an Academy nor were the City's of Reno and Sparks.

Commissioner Breternitz said there had been public comment made that an attempt to solve the budget problems was placed "on the backs of the employees," which would not be a good thing. In looking at the summary, there had been a number of techniques employed that were not directly wage and benefit concessions. He said the burden had been shared by departmental cutbacks, and only a third of the short falls were being asked of the Associations. Ms. Mendez stated that was correct. Commissioner Breternitz asked what happened if the concessions were not agreed upon. Ms. Mendez explained that the \$6.8 million did not include the \$4 million and, if the voluntary concessions were achieved, the \$4 million would be applied. Commissioner Breternitz said the OPEB Trust contribution had been reduced by \$4 million. Ms. Simon replied that the OPEB Trust contribution was budgeted as a transfer and staff would wait until the end of the year to make that transfer.

Commissioner Breternitz understood that a hiring freeze had been in place and asked what changed to have the implementation of the hiring freeze as an option. Ms. Simon said some departments had asked to hire employees pursuant to the 10 percent reduction plans. In several cases departments had been given the ability to move forward and hire those positions. She remarked that this option was a reaffirmation that vacancies needed to be held and for departments not to hire unless absolutely necessary in order to meet a statutory mandate or a required provision of service.

Chairman Larkin said an option was the GST, which was also referenced in attempting to solve the Incline tax rebate issue. He said if the GST were enacted by the Board there seemed to be an underlying assumption that the GST would be redirected toward wages and benefits. He asked if there were provisions in statute for a GST to be segregated, such as an Enterprise Fund.

Paul Lipparelli, Legal Counsel, explained that State law authorized the GST to contain a hierarchy of use of funds to include transportation related projects and, if none of those were a high priority, those revenues would go into the County's budget and be spent how the elected county commissioners determined was in the best interest. Chairman Larkin stated that would be the General Fund and, once there, those funds could be allocated; however, if decided by the Court others aggressively seeking lawsuits and expansions of local municipalities would have prior claim. Mr. Lipparelli said that could be Restricted Funds or taxes that flowed into discreet funds that could only be spent following certain procedures for the expenditures of those funds. He said these

funds would become part of the General Fund and would be available for all the purposes of that Fund. Chairman Larkin commented those funds would be at risk if the Board chose to move forward with the GST.

Ms. Simon remarked that in order to achieve some departmental operating budget savings there were lay-offs and positions eliminated. She clarified that employees had not taken an 8 percent reduction in wages and benefits. Each year the wages had been restored unless the concessions had been extended and the reductions were not additive. She indicated that employees were being asked to reduce about 4.5 to 5 percent on an annual basis.

Commissioner Jung said the use of reserves would not be sustainable and asked where those reserves would come from and how much would be suggested. Ms. Mendez replied that the only reserve currently available was the OPEB Trust. She said staff had budgeted for the expenditure of the annual required contribution to the OPEB Trust and, currently, that would be in the General Fund, which was \$20.5 million and not a reserve. Commissioner Jung said an option being presented was the County using reserves, and asked what those reserves were. Ms. Mendez replied if the OPEB Trust was not funded, then there would be a fund balance available. Ms. Simon stated that it was not recommended to use reserves since the Risk Management Fund had been depleted and borrowing had already occurred from the Health Benefit Fund. She said the advice was there were no reserves available that could be used prudently. Commissioner Jung stated that \$20.5 million was budgeted to be transferred into the OPEB Trust and noted that the budget gap was \$6.8 million. She asked what would happen if the OPEB Trust was drawn down. Ms. Mendez said the long-term liability would grow which would have a negative impact on the County's net asset position and could affect bond ratings.

Commissioner Jung inquired on the State practice which had limited legislation on the OPEB Trust or the best practices. Ms. Mendez was unsure of the health benefits plans for the other jurisdictions, but said the best practice would be to fund the OPEB Trust. Commissioner Jung asked what would be the likelihood that the bond rating would be affected if \$7 million was transferred from that fund especially since the County Bond Bank had been approved, which affected that rating. Ms. Mendez could not predict the impact on the bond rating, but understood that the down-grading in the bond rating was associated with the economic conditions in the area and not the Bond Bank. Commissioner Jung stated that the Bond Bank made the County vulnerable in their portfolio. Ms. Mendez stated there were no indications from rating agencies of the bond rating being impacted. Commissioner Jung said in the whole picture it was more liability and asked why staff was concerned about the OPEB Trust while recommending further liability with the County Bond Bank.

Commissioner Jung felt there may still be some concessions reached with the labor associations, but there would be a point where revenues needed to be raised.

Ms. Simon said that Board direction was to adopt a sustainability plan and the number one strategic direction was achieving long-term financial sustainability. She said the recommendations supported that direction.

Commissioner Weber recognized the effort being put into the budget process and noted that everything had to be looked at and to stay committed. She commended the County Manager and staff for looking at everything in the budget, along with the WCEA and all County's employees.

On motion by Commissioner Breternitz, seconded by Commissioner Humke, which motion duly carried with Commissioner Jung voting "no," it was ordered that the update and report be accepted and to implement a hiring freeze subject to exceptions as approved by the County Manager and/or the Board. It was further ordered to develop the three-year departmental budget plans and to return in February with the one-year plan(s) allowing the Board to move forward based on this direction to include the possibilities of additional reductions.

12-107 AGENDA ITEM 24 – MANAGER

Agenda Subject: "Discussion and possible action with regard to administrative matters pertaining to the Washoe County Board of Commissioners, including the service of individual Commissioners on various boards and commissions and the adopted Rules and Procedures for the Board of Commissioners. Possible action taken may include appointment and reappointment of Commissioners to boards and commissions, alteration of terms of service on boards and commissions where legally permissible, amendment, additions to and/or repeal of the 2011 Rules and Procedures, and such other action as the Board of Commissioners may desire to take in regard to these administrative matters. (All Commission Districts.) Continued from January 10, 2012 Commission Meeting."

Subsequent to a discussion, the following changes were made to the Board's various boards and commissions:

Chairman Larkin became a primary representative on the Joint Fire Advisory Board (JFAB), and became an alternate for the Truckee Meadows Flood Management Authority (TMFMA). As Chairman, he would also serve on the Investment Committee and the Economic Development Authority of Western Nevada (EDAWN) Economic Development Council, with the authority to designate the County Manager to attend as a representative. He was also appointed on January 19, 2012 in a Special Commission Meeting to continue his appointment on the Regional Transportation Commission (RTC).

Commissioner Weber was appointed to the RTC and the Washoe County School District Oversight Panel on School Facilities, and would be an alternate on the JFAB.

Commissioner Humke became the primary representative for the Organizational Effectiveness Committee (OEC) and the Nevada Association of Counties (NACO) Board of Directors. He would also serve as first alternate to the RTC. It was

noted that a future agenda item would appoint him as special Judicial Liaison for the County Commission.

Commissioner Jung was appointed to TMFMA, the Investment Committee, the Truckee Meadows Water Authority (TMWA) Board, and the County member of the Western Regional Water Commission (WRWC). Commissioner Jung would also be an alternate for the NACO Board of Directors.

Commissioner Breternitz, having completed a year as Chairman, stepped down from several committees that were, traditionally, staffed by the current Chairman, but would remain on the Audit Committee and the Debt Management Commission (DMC).

In addition, the Commissioners took action to authorize all Commissioners to be seated as alternates when needed for the JFAB, the NACO Board of Directors, the Regional Planning Governing Board (RPGb), the RTC, TMWA, and TMFMA.

Commissioner Weber asked for the Oversight Advisory Board (water services in Verdi) to be removed since that Board no longer existed. Katy Simon, County Manager, said that she would speak to Legal Counsel since that was part of a Settlement Agreement. Commissioner Weber also requested the list of board's and commissions be displayed on the County's webpage and then removed from the agenda. Commissioner Jung felt it was important to have that list included on the agenda to ensure transparency for the public.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that the above changes be approved.

12-108 AGENDA ITEM 25 – MANAGER

Agenda Subject: “Update on status of Shared Services efforts and possible direction to staff. (All Commission Districts.)”

David Childs, Assistant County Manager, reported that the Shared Services Committee would forward the following six topics to the sub-committee to review and prioritize: fleet operations; street sweeping; traffic signal maintenance; GIS database maintenance; reprographics; and, possibly the Enterprise Funds that supported building permits. He said the City of Sparks would appoint an elected official and two citizens to serve on the sub-committee and, when related to schools, the School District would send an elected official and two citizens as well.

Mr. Childs said the Committee received an update on Purchasing and explained that a seven point strategy and time line was completed in terms of dealing with shared purchasing. During the next Shared Services meeting, he said Libraries would be

discussed, and the relationship between the Truckee Meadows Regional Planning Agency and the Regional Transportation Commission.

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

12-109 AGENDA ITEM 29 – CLOSED SESSION

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

1:05 p.m. On motion by Commissioner Humke, seconded by Commissioner Jung, which motion duly carried, it was ordered that the meeting recess to a closed session for the purpose of discussing negotiations with Employee Organizations per NRS 288.220.

6:01 p.m. The Board reconvened with all members present.

PUBLIC HEARINGS

12-110 AGENDA ITEM 26 – COMMUNITY DEVELOPMENT

Agenda Subject: “Development Code Amendment Case Number DCA11-003. Second reading and adoption of an Ordinance to amend section 110.306.10(g) of the Washoe County Development Code, Detached Accessory Structures; Cargo Containers, to include Sea-land Containers, Cargo Containers or Other Portable Storage Containers not Designed for Independent or “In-tow Trailer” Highway Use, to clarify what constitutes placement of a container between a dwelling and a road or access easement and to provide specific standards for placement of a cargo container adjacent to an access that is not the primary access to a lot, to provide for minor modification of the required placement standards for a cargo container by the Director of Community Development under certain circumstances and to remove all ambiguity that cargo containers may not be established as an “Agricultural building as a Main Use” pursuant to Article 330 Domestic Pets and Livestock of the Development Code. (Bill No. 1661). (All Commission Districts.)”

The Chairman opened the public hearing by calling on anyone wishing to speak for or against Development Code Amendment Case Number DCA11-003 and adoption of said Ordinance.

John Fritz questioned the set-backs and noted they were too stringent. He suggested the set-backs be changed to meet those of a detached accessory structure.

Cathy Brandhorst addressed the Board about Development Code Amendment Case Number DCA11-003.

Roger Pelham, Sr. Planner, explained that this Code was written primarily for Government Home Sites. As the Code currently stood, he said those Government Home Sites that had 33 foot access easements on all four sides were prohibited from placing a cargo container as a detached accessory structure. With this revision some latitude would be provided on those sites when it was determined which was the front. The set back was 100 feet and was consistent with agricultural buildings, which could be modified down to 75 feet when screened or painted to match the house or any aesthetic enhancements. He explained that specific standards were applied to cargo containers because they were not very attractive, and an owner could build a detached structure 30 feet off the access easements when it was a regular stick-built or manufactured steel structure.

Chairman Larkin asked if a change made to the ordinance now would be substantive. Paul Lipparelli, Legal Counsel, indicated that the ordinance title included a statement that the proposed ordinance would clarify what constituted placement of a container between a dwelling and a road access easement and to provide specific standards for placement of cargo containers adjacent to an access. He said the title did not contain a reference to the number of feet, but the ordinance itself did. He remarked that the Board could make adjustments to the number of feet without risking frustrating from someone who read the title. Mr. Lipparelli said the requirement appeared to apply to roads that provided access to a parcel.

Commissioner Humke inquired if this applied to non-dedicated roads. Mr. Pelham replied that it was standard practice within the Community Development Department that any street, whether private, private access easement or a public access easement, was a roadway. The only differentiation was if the road was narrower than 20 feet or if the road was 20 feet or greater. Commissioner Humke asked if there was a "textbook" on planning and, if there was a textbook approach to cargo containers. Mr. Pelham explained there was not a textbook approach. He said cargo containers were a fairly new use-type. In this jurisdiction, the only way that cargo containers had been viewed was as storage containers. Commissioner Humke asked if there was a requirement to the color or the paint treatment for cargo containers. Mr. Pelham explained there was no standard for color and, if the setback was met, the owner could place the container on the property. He said company logos or names constituted on-site signage and needed to be painted one consistent color.

Commissioner Breternitz said there was some latitude within the ordinance that allowed discretion. He said many of the properties in the County were not surrounded by right-a-ways and placing the containers away from the roads was a good idea.

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

Amy Harvey, County Clerk, read the title for Ordinance No. 1480, Bill No. 1661.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried with Commissioner Humke voting “no,” Chairman Larkin ordered that Ordinance No. 1480, Bill No. 1661, entitled, **"AN ORDINANCE AMENDING SECTION 110.306.10(G) OF THE WASHOE COUNTY DEVELOPMENT CODE, DETACHED ACCESSORY STRUCTURES; CARGO CONTAINERS, TO INCLUDE SEA-LAND CONTAINERS, CARGO CONTAINERS OR OTHER PORTABLE STORAGE CONTAINERS NOT DESIGNED FOR INDEPENDENT OR “IN-TOW TRAILER” HIGHWAY USE, TO CLARIFY WHAT CONSTITUTES PLACEMENT OF A CONTAINER BETWEEN A DWELLING AND A ROAD OR ACCESS EASEMENT AND TO PROVIDE SPECIFIC STANDARDS FOR PLACEMENT OF A CARGO CONTAINER ADJACENT TO AN ACCESS THAT IS NOT THE PRIMARY ACCESS TO A LOT, TO PROVIDE FOR MINOR MODIFICATION OF THE REQUIRED PLACEMENT STANDARDS FOR A CARGO CONTAINER BY THE DIRECTOR OF COMMUNITY DEVELOPMENT UNDER CERTAIN CIRCUMSTANCES AND TO REMOVE ALL AMBIGUITY THAT CARGO CONTAINERS MAY NOT BE ESTABLISHED AS AN “AGRICULTURAL BUILDING AS A MAIN USE” PURSUANT TO ARTICLE 330 DOMESTIC PETS AND LIVESTOCK OF THE DEVELOPMENT CODE, AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO,"** be approved, adopted and published in accordance with NRS 244.100.

12-111 AGENDA ITEM 27 – COMMUNITY DEVELOPMENT

Agenda Subject: “Development Code Amendment Case Number DCA11-004. Second reading and adoption of an Ordinance for technical revision and amendment of the Washoe County Code Chapter 110 (Development Code) at section 110.304.25(C)(4) to implement the required provisions of SB191, adopted by the Nevada State Senate on June 20, 2011, regarding pet crematories. (Bill No. 1662). (All Commission Districts.)”

The Chairman opened the public hearing by calling on anyone wishing to speak for or against Development Code Amendment Case Number DCA11-004 and adoption of said Ordinance.

Cathy Brandhorst addressed the Board about the proposed Ordinance.

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

Amy Harvey, County Clerk, read the title for Ordinance No. 1481, Bill No. 1662.

On motion by Commissioner Jung, seconded by Commissioner Breternitz, which motion duly carried, Chairman Larkin ordered that Ordinance No. 1481, Bill No. 1662, entitled, **"AN ORDINANCE FOR TECHNICAL REVISION AND AMENDMENT OF THE WASHOE COUNTY CODE CHAPTER 110**

(DEVELOPMENT CODE) AT SECTION 110.304.25(C) (4) TO IMPLEMENT THE REQUIRED PROVISIONS OF SB191, ADOPTED BY THE NEVADA STATE SENATE ON JUNE 20, 2011, REGARDING PET CREMATORIES," be approved, adopted and published in accordance with NRS 244.100.

12-112 AGENDA ITEM 28 – REPORTS AND UPDATES

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

Commissioner Breternitz requested a presentation from the Washoe County Sheriff’s Office in regard to the Alarm Ordinance.

12-113 AGENDA ITEM 31 – PUBLIC COMMENT

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

Garth Elliott spoke on the remaining shortfall in the Fiscal Year 2011/12 budget.

* * * * *

6:25 p.m. There being no further business to discuss, on motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried, the meeting was adjourned.

ROBERT M. LARKIN, Chairman
Washoe County Commission

ATTEST:

AMY HARVEY, County Clerk and
Clerk of the Board of County Commissioners

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

INTERLOCAL AGREEMENT:

This Interlocal Agreement, is made and entered into by and between Washoe County, a political subdivision of the State of Nevada, on behalf of its Northern Nevada Child Abuse Response & Evaluations/Sexual Assault Response Team; the City of South Lake Tahoe, the El Dorado County District Attorney's Office, the El Dorado County Sheriff's Office, hereinafter collectively referred to as the City of South Lake Tahoe (which the South Lake Tahoe Police Department is part), and El Dorado County, CA.

WITNESSETH

WHEREAS, the Northern Nevada Child Abuse Response & Evaluations/Sexual Assault Response Team (CARES/SART) has the ability to provide adolescent, adult and child victim sexual assault forensic examinations, as requested by other government entities; and

WHEREAS, the City of South Lake Tahoe and the El Dorado County Sexual Assault Response Team (SART) wishes to utilize the services of CARES/SART for examinations of victims of cases occurring within its jurisdiction; and

WHEREAS, chapter 277 of the Nevada Revised Statutes authorizes Washoe County, as a public agency, to enter into interlocal and cooperative agreements with other public agencies for the performance of governmental functions; and

WHEREAS, pursuant to California Government Code Section 26500 *et seq.* the El Dorado County District Attorney is authorized to investigate and prosecute crimes and pursuant to California Government Code Section 29600 *et seq.* expenses necessarily incurred in the performance of said duties are proper County charges; and

WHEREAS, pursuant to California Government Code Section 26600 *et seq.* the El Dorado County Sheriff is authorized to investigate crimes and pursuant to California Government Code Section 29600 *et seq.* expenses necessarily incurred in the performance of said duties are proper County charges;

WHEREAS, under California law, South Lake Tahoe Chief of Police and its Police Department are authorized to investigate crimes and all necessary expenses incurred in such investigations are a proper municipal charge against amounts budgeted for that purpose;

NOW THEREFORE, it is mutually agreed as follows:

1. Term:

The term of this Agreement shall commence on the date of signing of this Agreement by the El Dorado County Purchasing Agent as set forth below, and shall remain in effect until August 31, 2013. Renewal of the Agreement beyond this term shall

be subject to the mutual written approval of Washoe County, by official action of its Board of County Commissioners, and by the City of South Lake Tahoe and El Dorado County, in accordance with the applicable governing law as set forth above.

2. Services to be provided:

Washoe County will:

- A. Provide physical space (examination room), facilities, and equipment in its facilities to perform adolescent, adult and child victim sexual assault forensic examinations as requested.
- B. Provide qualified Sexual Assault Nurse Examiners (SANE) to perform adolescent, adult and child victim sexual assault forensic examinations as requested by the South Lake Tahoe Police Department or the El Dorado County Sheriff's Department.
- C. Be responsible for maintaining and ensuring the qualifications and clinical competency of SANE for adolescent, adult and child victim sexual assault forensic examinations.
- D. Maintain medical malpractice insurance.
- E. Maintain standard internal operating policies and procedures for responding to and handling CARES and SART cases.
- F. Use the California Department of Justice "Victim Sexual Assault Evidence Kit" for forensic evidence collection whenever reasonably possible.
- G. Use the State of California Governor's Office of Emergency Services (OES) Forensic Medical Report Forms: OES 923 (Acute Adult/Adolescent Sexual Assault Examination), OES 925 (Non-Acute Child/Adolescent Sexual Assault Examination), and OES 930 (Acute Child/Adolescent Sexual Assault Examination) to record medical and forensic interview information and findings. This report form shall be provided to the authorizing officer/deputy or his or her designee upon being completed by the SANE.
- H. Accept the appropriate written, telephone, or electrical authorization for performance of sexual assault forensic examinations from El Dorado County Sheriff's Office or the South Lake Tahoe Police Department.
- I. Perform adolescent, adult or child victim sexual assault forensic examinations upon request or when a SART exam from Barton Memorial Hospital is unavailable.
- J. Provide all evidence recovered during the examination, including, but not limited to: the SART kit and photographs, DVDs or other audio-visual media, and the original OES forms, to the agency authorizing the examination upon the agency's request, without requiring a subpoena from the requesting agency to obtain these items.
- K. Provide a victim advocate to the child, adolescent and adult victims during the examination upon request of the victim if one is unavailable from the Tahoe Women's Center or the El Dorado County District Attorney's Office.

- L. Make appropriate referrals to El Dorado County District Attorney Victim/Witness Assistance and/or the Lake Tahoe Women's Center for follow-up treatment and services.
- M. Test for HIV, Syphilis, and other Sexually Transmitted Infections (diseases), treat for Gonorrhea, Chlamydia, and Syphilis and offer emergency contraception and prevention information to the victim/family.
- N. The SANE shall cooperate with the El Dorado County District Attorney in responding to and coordinating any need for witness testimony. The formal service on CARES/SART personnel, including SANE nurses, of a subpoena issued pursuant to the Uniform Act to Secure the Attendance of Witnesses shall not be required. Instead, CARES/SART personnel will voluntarily accept service of a California subpoena, which will be deemed sufficient to secure the witnesses' appearance without need of further court process. Any calendaring conflicts and, when possible, the reason for any conflict, will promptly be brought to the attention of the El Dorado County District Attorney's Office, and that office will work in cooperation with CARES/SART towards the goal of successfully addressing any such conflicts.

3. Compensation:

Washoe County shall be compensated for the services described hereunder as follows:

- A. Adult or Child Sexual Assault Forensic Examination: \$400 per exam. Fee billed to and paid by the authorizing law enforcement agency.
- B. Expert Witness Testimony Fee: \$300 for the first hour of testimony and \$100 per hour for subsequent hours. SAME/SANE will be paid roundtrip mileage at the current California state mileage rate, which is presently set at ten (10) cents per mile. These fees will be paid by the El Dorado County District Attorney's Office.

Billings for services shall be sent directly to the law enforcement agency authorizing the forensic examination, or in the case of witness testimony, to the Nevada County District Attorney's Office. The addresses for billings are listed below:

El Dorado County District Attorney's Office
515 Main St.
Placerville, CA 95667

El Dorado County Sheriff's Office
Attn: Lt. Less Lovell
1360 Johnson Blvd. Suite #100
South Lake Tahoe, CA 96150

South Lake Tahoe Police Department
Attn: Lt. David Stevenson
1352 Johnson Blvd
South Lake Tahoe, CA 96150

Invoices shall be paid by the authorizing agency within 30 days of receipt.
Payment shall be made to:

Washoe County District Attorney's Office
Sexual Assault Fund
ATTN: Victim-Witness Assistance Center
Post Office Box 30083
Reno, NV 89520-3083

The maximum amount payable by El Dorado County over the term of this contract is \$40,000.00.

4. Fiscal Contingencies:

The parties to this Agreement recognize and acknowledge that the El Dorado County District Attorney's Office and the El Dorado County Sheriff's Office are departments of County of El Dorado, a political subdivision of the State of California. El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products; equipment or services not budgeted in a given fiscal year. It is further understood that El Dorado County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year. Notwithstanding any other provision of this Agreement to the contrary, El Dorado County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such termination, which will be no earlier than thirty (30) days after the date of the termination notice, this Agreement shall be and El Dorado County released from any further liability hereunder, subject to payment for services performed and deliverables provided prior to the effectiveness of such termination. In addition to the above, should the El Dorado County Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for the El Dorado County District Attorney's Office or the El Dorado County Sheriff's Office, this Agreement may be canceled upon 30 days written notice, subject to payment for services performed provided prior to cancellation. Notice of cancellation shall be given to the addresses set forth in paragraph 3 above.

The parties to this Agreement recognize and acknowledge the City of South Lake Tahoe is a political subdivision of the State of California. The City of South Lake Tahoe is subject to the provisions of Article XVI, Section 18 of the California

Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products; equipment or services not budgeted in a given fiscal year. It is further understood that the City of South Lake Tahoe will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year. Notwithstanding any other provision of this Agreement to the contrary, the City of South Lake Tahoe shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such termination, which will be no earlier than thirty (30) days after the date of the termination notice, this Agreement shall be and the City of South Lake Tahoe released from any further liability hereunder, subject to payment for services performed and deliverables provided prior to the effectiveness of such termination. In addition to the above, should the City of South Lake Tahoe during the course of a given year for financial reasons reduce or order a reduction in the budget for the City of South Lake Tahoe, this Agreement may be canceled upon 30 days written notice, subject to payment for services performed provided prior to cancellation. Notice of cancellation shall be given to the addresses set forth in paragraph 3 above.

5. Parties as Independent Contractors:

In engaging in the activities described hereunder, the parties and their officers and employees are acting in an independent capacity and not as employees or agents of each other.

6. Indemnification, Waiver of Immunity and Insurance:

To the extent permitted by law, each party shall defend, indemnify and hold the other parties harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, employees and the public, or damage to property, which are claimed to or in any way arise out of or are connected with the services, operations, performance or other acts or omissions of such party hereunder, regardless of the existence or degree of fault or negligence on the part of the other party, its subcontractors and employee(s) or any of these, except for the sole or active negligence of such other party, its officers and employees, or as expressly prescribed by statute.

Each party acknowledges that by virtue of the activities performed in the jurisdiction of the other parties pursuant to this Interlocal Agreement, it may subject itself to suit in the courts of the other state, and that in such a suit, the immunities and defenses of its own state, including any limitation on damages, may not apply.

Pursuant to sections 287.010(1)(c) and 616B.300 of the Nevada Revised Statutes, Washoe County, its officers and employees are self-insured for all purposes, including but not limited to, workman's compensation, health benefits and liability.

County of El Dorado is exempt from insurance requirements of the State of California and is legally self-insured. El Dorado County employees are covered by primary workers' compensation coverage through a pooled retention.

The City of South Lake Tahoe is exempt from insurance requirements of the State of California and is legally self-insured. City of South Lake Tahoe employees are covered by primary workers' compensation coverage through a pooled retention.

7. Confidentiality:

All parties shall comply with California Welfare and Institutions Code and Health Insurance Portability and Accountability Act requirements regarding confidentiality of patient information and the applicable provisions of chapters 441A and 629 of the Nevada Revised Statutes, as well as any other pertinent provision of Nevada law, while the records generated under this Agreement are located in Nevada. Additionally, the El Dorado County SART, and Northern Nevada CARES/SART policy on patient confidentiality will be strictly adhered to.

8. Authority:

The California agents executing this agreement on behalf of their respective agencies personally warrant that they have full authority to enter into this agreement on behalf of the entity for which they are signing, and that said agency is legally bound to the agreement by their signature hereto. The officer with the responsibility for administering this contract on behalf of El Dorado County is the District Attorney for El Dorado County.

9. Amendment:

This Interlocal Agreement may be amended or modified only by written, fully executed agreement of all parties ratified in accordance with the governing law of the jurisdiction.

10. Termination:

Any party may withdraw from this Interlocal Agreement, for any reason, by providing thirty (30) days written notice to all other parties to the Agreement at the addresses set forth in paragraph 3 above.

11. Sole Agreement:

This Interlocal Agreement contains all the commitments and agreements of the parties, supersedes any prior agreement of the parties, and oral or written commitments not contained herein shall have no force or effect to alter any term or condition of this Agreement, unless modified in accordance with paragraph 9 above.

IN WITNESS WHEREOF, the parties have set their hands with the intent to be bound.

WASHOE COUNTY

ATTEST:

By: Robert M. Larkin
Robert M. Larkin ~~David E. Humke~~, Chairman
Washoe County Commission

Jenny L. V. [Signature]
Washoe County Clerk

Date: 1/24/12



[Signature]
Brian Uhler
Chief
South Lake Tahoe Police Department
1352 Johnson Blvd
South Lake Tahoe, CA 96150

Date: 3/29/2011

EL DORADO COUNTY
[Signature]
Vern Pierson
El Dorado County District Attorney
515 Main Street
Placerville, CA 95667

Date: 9/5/11

[Signature]
John D'Agostini
El Dorado County Sheriff
300 Fair Lane
Placerville, CA 95667

Date: 10/6/11

J. Only

Date: 11/30/11

Purchasing Agent
El Dorado County
330 Fair Lane
Placerville, CA 95667

INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting By and Through Its
Department of Health and Human Services (DHHS)
Division of Mental Health and Developmental Services (MHDS)
Lake's Crossing Center (LCC)
500 Galletti Way
Sparks Nevada 89431
(775) 688-1900 (775) 688-1985 FAX

And

Washoe County
1001 East 9th Street - #A201
PO Box 11130
Reno Nevada 89520-0027
(775) 328-2000 (775) 328-2037

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

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

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

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. CONTRACT TERM. This Contract shall be effective from **July 1, 2011** to **June 30, 2013**, unless sooner terminated by either party as set forth in this Contract.
4. TERMINATION. This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until **30** days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. NOTICE. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.

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

ATTACHMENT AA: SCOPE OF WORK

7. CONSIDERATION. Lake's Crossing Center agrees to provide the services set forth in paragraph (6) at a cost of; Total estimated staffing needs for fiscal year 2012 are 1.80 FTE. The County shall pay the State for the actual salary and fringe benefit costs for 1.31 FTE in fiscal year 2012. The total amount to be paid in fiscal year 2012 not to exceed \$171,367. Total estimated staffing needs for fiscal year 2013 are 1.80 FTE. The County shall pay the State for the actual salary and fringe benefit costs for 1.31 FTE in fiscal year 2013. The total amount to be paid in fiscal year 2013 not to exceed \$171,367. The invoice will be based on a detailed salary and fringe benefit cost for a Licensed Clinical Psychologist 1. The County shall pay the State \$50.00 for each evaluation to defray the cost of clerical support including the file set-up, tracking, typing, filing and storage of records for the Licensed Clinical Psychologist. The total additional cost for this clerical support will not exceed \$37,350 (747 evaluations X \$50) in State Fiscal Year 2012 and \$37,350 (747 evaluations X \$50) in State Fiscal Year 2013. The County shall pay the State \$135 per hour for a Mental Health Professional employed or under contract to the State, to provide expert witness testimony in court hearings. The County shall pay the State \$60 per hour for a Mental Health Professional employed or under contract to the State to stand-by while awaiting the opportunity to provide expert witness testimony in court hearings. The total additional cost for expert witness testimony will not exceed \$2,000 in State Fiscal Year 2012 and \$2,000 in State Fiscal Year 2013. The total Contract not exceeding **\$421,434.00** in revenue to Lake's Crossing Center. 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 nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
17. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.
18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law or this Contract, any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.
19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

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

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

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

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

THIS AREA LEFT BLANK INTENTIONALLY

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

Washoe County
Public Agency #1

Robert M Larkin 1/24/12
Public Agency #1 Signature Date

Robert M Larkin Chairman
Title

Lake's Crossing Center
Public Agency #2

Elizabeth O'Brien 2/22/12
Public Agency #2 Signature Date

Elizabeth O'Brien ASO III, NNAMHS
Title

Al Kenneson 2/22/12
Public Agency #2 Signature Date

Al Kenneson ASO II, LCC
Title

Elizabeth Neighbors 2/29/12
ECC Agency #2 Signature Date

Elizabeth Neighbors, PhD Agency Director,
Title

Richard Whitley 3/13/12
Signature Date

Richard Whitley Administrator, MHDS
Title

Michael J. Willden for 3/29/12
Signature Date

Michael J. Willden Director, DHHS
Title

[Signature]
Signature - Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On 5/8/12
Date

Approved as to form by:

[Signature]
Deputy Attorney General for Attorney General

On 3/20/12
Date

ATTACHMENT AA

SCOPE OF WORK

**To the Interlocal Agreement Between the State of Nevada
Acting By and Through Its
Department of Health and Human Services
Division of Mental Health and Developmental Services
Lake's Crossing Center
500 Galletti Way
Sparks Nevada 89431
Telephone: (775)688-1900
Facsimile: (775)688-1909**

And

**Washoe County
1001 East 9th Street - #A201
PO Box 11130
Reno Nevada 89520-0027
Telephone: (775)328-2000
Facsimile: (775)328-2037**

This attachment is entered into in 2011, by and between the County of Washoe, a political subdivision of the State of Nevada, hereinafter "County" and the State of Nevada Department of Health and Human Services, Division of Mental Health and Developmental Services, Lake's Crossing Center for the Mentally Disordered Offender, hereinafter "State".

WITNESSETH

WHEREAS, this attachment is entered into pursuant to Nevada Revised Statute 277.180;
and

WHEREAS, the County and the State enter into this attachment in order to continue the arrangement whereby the State provides a mental health professional to perform mental health evaluations (including but not limited to competency evaluations and risk assessments) at the Washoe Detention Center and the County shares the costs; and

WHEREAS, the County desires to obtain the services of a mental health professional to provide mental health evaluation services for defendants housed within the Washoe Detention Center or released into the community by the court, who have been identified by the Office of the Public Defender, the Alternative Public Defender or conflict attorneys, as needing such evaluations; and

WHEREAS, the State can provide such services under the terms and conditions set forth herein/ and

WHEREAS, the cooperation of the State and County in performing and sharing the costs of mental health examinations creates efficiencies and saves resources for each party,

NOW THEREFORE, for and in consideration of the mutual promises provided herein and subject to the terms and conditions provided below, the County and State intend as follows:

ARTICLE ONE
DEFINITIONS

For the Purposes of this attachment:

1. The County means any department or agency of the county government including, without limitation, the District Attorney, the Office of the Washoe County Public Defender, the Alternative Public Defender, conflict attorneys or Detention Center staff.
2. The Court means the Second Judicial District Court.
3. The State means the Division of Mental Health and Developmental Services and Lake's Crossing Center for Mentally Disordered Offenders.
4. A defendant means a person detained or housed at the Washoe County Detention Facility or released by the court pending adjudication, regardless of whether that person has been charged with, arraigned on, convicted of or sentenced for a criminal offense or is being held for civil protective custody.
5. The Mental Health professional means a person, who is a clinical psychologist or clinical social worker, is licensed as such by the State of Nevada and is an employee of the State of Nevada or under contract to the State.
6. Competency evaluations may include, with the approval of the requesting agency, the following classes of standardized tests including but not limited to; cognitive/intellectual assessment; personality diagnostic measures/neuro-psychological screening and formal forensic measures of competency, risk and malingering.

ARTICLE TWO
STATE'S RESPONSIBILITIES

The State will:

1. Accept referrals from the County Public Defender's Office, the Alternative Public Defender, conflict attorneys, District Attorney's Office, the Court and the Detention Center. These referrals for performing mental health examinations of defendants shall allow the procedures outlined in section 8 of this Article and shall be in writing on the form designated by the State. All statutorily required documentation shall accompany the request.

If no legal counsel has been obtained for a defendant for whom an evaluation is sought, no referral will be accepted unless and until the defendant has signed an authorization for the release of such records as necessary to complete the evaluation. The State will conduct mental health evaluations in five areas as prioritized below.

- A. Competency Evaluations per NRS178
- B. Risk Assessments per NRS176
- C. Criminal Responsibility Assessments
- D. Substance Abuse Evaluations
- E. Other Evaluations necessary for sentencing determinations as requested by the Court

2. The assigned evaluator will complete the requested assessment according to national standards for the types of mental health assessments indicated above. Pre-commitment Competency Evaluations will be completed by reviewing the medical and legal records provided by the Court and/or Public Defender's office. A clinical interview/mental status examination will be conducted with the defendant to the degree the defendant cooperates. The initial competency evaluation may include, at no additional cost, an administration of the Revised Competency Assessment Instrument (RCAI). Should any other appropriate third party corroboration be required, the examiner will seek to access that information. When these steps are completed, the report will be generated, edited and provided to the Court, the defense and the prosecutor. Should the evaluator or officers of the court deem it necessary to complete standardized testing above and beyond the standard mental status examination or structured competency interview or complete other extensive investigative record review, the County will be charged at a rate of \$65.00 per hour and an invoice enumerating the time and the additional charges provided. Such additional testing will be only with the prior approval of the Public Defender. Should interpreter services be necessary, the State will inform the County of the need and will continue the evaluation once the County has provided interpreter services. Other psychological assessments may be requested by the Court and the Public Defender's office on a case-by-case basis, as service time is available. The State will assign sufficient Full Time Equivalent staffing (hereinafter referred to as "FTE") to complete the work specified in this attachment according to the established priorities. The State will provide program evaluation data to indicate work performed in accordance with the specified staffing level.
3. Complete the evaluations and submit the associated reports to the person who requested the evaluation within ten (10) working days of the referral, assuming required interpreter services are provided by the County when requested by the State. In the event that the pertinent statutorily required records and reports have not been received within this time frame, the evaluation shall so reflect and the defendant may be more fully evaluated upon receipt of the information. Additional evaluations or re-evaluation of the same defendant may not be requested of the State, under any other circumstance unless so designated in this attachment.

All reports prepared pursuant to this Attachment are to be treated as privileged communications unless and until they are filed with the appropriate court or authorized to be released by the defendant's attorney. Reports filed with the Court will be controlled as provided by Court rule.

4. Attend Court hearings as requested by the Court, the Public Defender's office, Alternative Public Defender, conflict attorneys or the District Attorney's office.
5. Provide the necessary clerical support to prepare and maintain the documents/reports required pursuant to this Attachment and in accordance with its timeliness.
6. Maintain records regarding such evaluations at the Lake's Crossing Center for the Mentally Disordered Offender, 500 Galletti Way, Sparks Nevada. The State agrees to allow the County to inspect all such records at any reasonable time upon one (1) working day's notice.
7. Provide initial and ongoing training as time permits, for selected County Detention Center staff, for deputies assigned to Unit 3 of the Washoe County Detention Center regarding how to manage mentally ill inmates, suicide prevention or other similar topics.
8. Conduct all evaluations through a Mental Health Professional, a salaried employee of the State or professional under contract with the State. The State will provide appropriate back-up coverage to meet all standards as outlined in this Attachment. The State acknowledges that

the Mental Health Professional is not an employee of the County and that the County is not responsible for the supervision or control of the employment of the Mental Health Professional, nor his/her acts or omissions.

9. Allocate sufficient available work hours of the Mental Health Professional to conduct the mental health evaluations (competency, risk assessment, criminal responsibility assessments and substance abuse referrals) in the jail or, if released to the community, at Lake's Crossing Center outpatient area. Preparation of the court reports will be included as time allocable to the County under this Attachment. All FTE time contracted for, pursuant to Article Four, section 1 and are not allotted to the above listed items, will be utilized conducting the following tasks:
 - Responding to initial mental health referrals by deputies from the Inmate Assistance Program.
 - Performing competency evaluations for legal guardianship and/or legal payees.
 - Staff training on mental health issues for Deputies and Court Services personnel.

Lake's Crossing Center personnel conducting business at the Washoe County Sheriff's Office Detention Center will immediately notify the Sheriff, where feasible, of all issues involving the safety or security of the facility.

ARTICLE THREE COUNTY'S RESPONSIBILITIES

1. The County designates the County Manager or his/her designee as the person who will manage this Attachment and function as the contact person for the State.
2. The County through the Public Defender, Alternative Public Defender, conflict attorneys and/or their designee will make a written referral to the State for client competency evaluations. The defendant must sign a written consent for this evaluation or the evaluation must be court-ordered. The Public Defender, Alternative Public Defender or conflict attorneys will provide the State with written authorization for the release of the defendant's medical and mental health records, signed by the attorney of record or by the defendant. The Public Defender, Alternative Public Defender or conflict attorneys shall also provide the State information in its possession concerning the defendant and the current criminal charges pending against the defendant. If a criminal defendant represented by private counsel wants to utilize the services of the Mental Health Professional for a competency evaluation, private counsel must work through John Berkich, Assistant County Manager and/or Elizabeth Neighbors, Lake's Crossing Center Director and will be subject to the same requirements as outlined above for the Public Defender or conflict attorneys.
3. The County shall provide access to and bear the costs of the facilities and equipment at the Washoe County Detention Facility, which are necessary to the performance of the State's duties under this Attachment. This includes, but is not limited to, office space, furniture, telephone, facsimile machine and copier.
4. The County shall provide the State access to defendants on a timely basis for interviews, questions, consultation and other forms of participation under this Attachment.
5. The County will provide any interpreter services required for the State to complete the required evaluations. These interpreter services will be provided at the County's expense and are not reimbursable under this Attachment.

ARTICLE FOUR
FEES FOR SERVICE

1. Total estimated staffing needs for fiscal year 2012 are 1.80 FTE. The County shall pay the State for the actual salary and fringe benefit costs for 1.31 FTE in fiscal year 2012. The total amount to be paid in fiscal year 2012 not to exceed \$171,367.

Total estimated staffing needs for fiscal year 2013 are 1.80 FTE. The County shall pay the State for the actual salary and fringe benefit costs for 1.31 FTE in fiscal year 2013. The total amount to be paid in fiscal year 2013 not to exceed \$171,367.

The invoice will be based on a detailed salary and fringe benefit cost for a Licensed Clinical Psychologist 1.

2. The County shall pay the State \$50.00 for each evaluation to defray the cost of clerical support including the file set-up, tracking, typing, filing and storage of records for the Licensed Clinical Psychologist.

The total additional cost for this clerical support will not exceed \$37,350 (747 evaluations X \$50) in State Fiscal Year 2012 and \$37,350 (747 evaluations X \$50) in State Fiscal Year 2013.

3. The County shall pay the State \$135 per hour for a Mental Health Professional employed or under contract to the State, to provide expert witness testimony in court hearings. The County shall pay the State \$60 per hour for a Mental Health Professional employed or under contract to the State to stand-by while awaiting the opportunity to provide expert witness testimony in court hearings. The total additional cost for expert witness testimony will not exceed \$2,000 in State Fiscal Year 2012 and \$2,000 in State Fiscal Year 2013.

4. The State will submit monthly to the County Manager's office, invoices detailing the services rendered by evaluation, the client tracking number, the type of evaluation, the place of evaluation and the Mental Health Professional who conducted the evaluation.

The County shall pay the State for these services based on the monthly invoices submitted to them within 30 days of receipt, provided the invoice contains sufficient specificity to enable the authorization of payment. The County reserves the right to withhold any payment if it is determined that the services described herein have not been provided or reported by the terms of this Attachment.

5. With respect to professional errors and omissions liability, the State and its employees are, pursuant to Nevada Revised Statutes Chapter 41, covered by self-funded liability insurance. Contracted personnel must have sufficient liability coverage in order to enter into a contract with the State. If the State wishes to purchase such coverage, the State will maintain said coverage during the term of this Attachment and for a period of three years from the date of termination of this Attachment. Such coverage, if purchased, will be in an amount of not less than \$1,000,000 per claim and \$3,000,000 as an annual aggregate. The premium costs incurred to meet these coverage amounts shall be borne by the State and no cost or benefit will accrue thereby to the County.
6. Total contract authority available for the County payable to the State is \$210,717 for fiscal year 2012 and \$210,717 for fiscal year 2013.

ARTICLE FIVE
TIME PERIOD FOR COMPLETION AND TERMINATION

1. The terms of this Attachment shall be in effect upon approval of Board of Examiners and end on June 30, 2013.
2. The State and the County will work together to assure that the services provided under this Attachment are mutually satisfactory. In the event that the County is not satisfied by the performance of the Mental Health Professional, it agrees to meet with the State to attempt to resolve any issues. In the event that the assigned Mental Health Professional becomes unavailable, the State will appoint another Mental Health Professional to perform the services under this Attachment.
3. The State or the County may terminate this Attachment, with or without cause, after giving written notice to the other party of the intent to terminate. The notice must specify the date upon which termination shall be effective. The effective date shall not be less than 30 calendar days from the date of the mailing or the personal serving of the notice.
4. The parties expressly agree that this Contract and Attachment shall be terminated immediately if for any reason Federal and/or State Legislature funding ability to satisfy this Contract and Attachment is withdrawn, limited or impaired OR County funding is withdrawn, limited or impaired

ARTICLE SIX
GENERAL PROVISIONS

1. Standard of performance. The State shall perform services in connection with this Attachment in accordance with generally accepted professional standards for mental health evaluations.
2. Governing law/Miscellaneous. This Attachment shall be governed, interpreted and construed in accordance with the laws of the State of Nevada. If any provision of this Attachment shall be held or declared void or illegal for any reason, all other provisions of this Attachment which can be given effect without such void or illegal provision shall remain in full force and effect. The section headings in this Attachment are intended solely for convenience. They are not part of this Attachment and shall not affect its construction.
3. Notice. When by the terms of this Attachment written notice is required to be sent, such notice shall be deemed sufficient if sent by regular mail, postage prepaid to the parties at the addresses appearing below. Notice shall be deemed received three (3) days following mailing.

Elizabeth W Neighbors, PhD, Director
Lake's Crossing Center
500 Galletti Way
Sparks NV 89431

John Berkich
Assistant County Manager
PO Box 11130
Reno NV 89520-0027