

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

TUESDAY

10:00 A.M.

JANUARY 8, 2013

PRESENT:

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

Nancy Parent, Chief Deputy Clerk
Katy Simon, County Manager
Paul Lipparelli, Legal Counsel

The Washoe County Board of Commissioners convened at 10:02 a.m. in regular session in the Commission Chambers of the Washoe County Administration Complex, 1001 East Ninth Street, Reno, Nevada. Following the Pledge of Allegiance to the flag of our Country, the Chief Deputy Clerk called the roll and the Board conducted the following business:

13-06 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.”

Christopher Corbett spoke against the National Defense Authorization Act (NDAA). A copy of his comments and attached documentation was placed on file with the Clerk.

Joyce Bain said she owed a lot to the Senior Law Project’s (SLP’s) staff because they had helped her a lot. She favored keeping the Senior Law Project the way it was instead of privatizing it.

Peggy Lear Bowen stated the SLP helped Ms. Bain, who would be 95 in February, stay in her home, obtain indigent assistance, and draw up her living will and will. She said regarding Agenda Item 9E, the agreement with the Washoe County School District (WCSD) for the continued operation of the Glenn Duncan Library, the only reason there was also not an agreement for the Verdi Library was because the agreement had to be signed by several different offices within the Nevada Department of Wildlife before going to the Attorney General’s Office. She requested the fire station located across from Boomtown be kept.

Callie Marriott said she favored helping the SLP, whose staff helped her draw up her will. She stated the SLP had benefited thousands of people, and she was against closing it. She said it made common sense to send the nearest fire department to the scene of a fire, and she was aware the County was working to make that happen.

Neva Facchini stated the SLP's staff helped her deal with a manager where she lived. She said seniors absolutely needed the SLP, because all seniors had was the SLP's staff.

Kathryn Kelly said there was a lot of local enthusiasm for the joint use agreement with the Washoe County Library System regarding the Incline Village Library. She stated the Incline Village General Improvement District (IVGID) Board of Trustees (BOT) was meeting tomorrow, and she believed a letter of support would be generated to be given to the Library BOT next week. She said she wanted the Commissioners to know it was hoped the joint use would be successful enough that it would become a template to be used throughout the County. She said if it was not appropriate to ask the Commission for a letter of support, she could come back to the next meeting with the decision of the Library BOT. Pictures of the eLearning Café were placed on file with the Clerk.

Chairman Humke explained the Board could not respond to comments made or questions asked during public comment. Commissioner Weber advised during the Commissioners'/Manager's Announcements agenda item, one of the Commissioners could call Ms. Kelly up to answer questions.

Sam Dehne spoke about being the watchdog of Northern Nevada government, his issues with the voting process in Northern Nevada, and the time allowed for public comment by the Commission.

Nancy Parent, Chief Deputy Clerk, advised she received nine letters from seniors supporting the SLP. Chairman Humke read the names of the seniors who sent the letters, and the letters were placed on file with the Clerk with Agenda Item 19.

13-07 AGENDA ITEM 4 – ANNOUNCEMENTS

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

Katy Simon, County Manager, said Agenda Item 8, Resolution in support of civil rights/National Defense Authorization Act (NDAA), was pulled.

Chairman Humke requested an agenda item in four to six weeks regarding the duration of public comment and how the Board's compliance with the Open Meeting Law was managed.

Commissioner Berkbigler stated she was thrilled to be a Commissioner. She said she appreciated everyone's support and would do everything she could to make the County profitable and successful.

Commissioner Weber said it was an honor to have the new Commissioners present, and she was thankful for the opportunity to serve as Vice Chairperson again. She stated she was glad Commissioner Jung requested Agenda Item 8 be pulled, and she was looking forward to it coming back before the Board.

Commissioner Weber asked Kathryn Kelly if she planned to update the Commission regarding the Library Board of Trustees' (BOT) decision. Ms. Kelly said she would return in two weeks with an update. Commissioner Weber thanked Ms. Kelly for the work she did by coming up with new ideas regarding the libraries, and she hoped the BOT would be supportive. She asked if there was anything individually the Commissioners could do. Ms. Simon said she had been communicating with Ms. Kelly and she and Commissioner Berkbigler would be attending the meeting tomorrow of the Incline Village General Improvement District's (IVGID's) BOT. She advised the District Attorney's Office had some legal issues regarding the initiative, and the Chair of the Library BOT asked it be agendized for January 16, 2013 to allow the District Attorney's Office time to review the general requirements for partnerships with non-profits. She stated she would like to see what happened at the January 16th meeting and come back to the Commission at the first meeting in February 2013.

Commissioner Weber asked for a meeting with the Library BOT, possibly sometime in February 2013. Ms. Kelly suggested quantifying the costs of the current policies because there was a tremendous financial impact to the County. Commissioner Weber suggested Ms. Kelly be involved in the meeting when it was scheduled.

Commissioner Jung noted she was the Commission's liaison to the Library BOT, and she would be meeting with Fred Lokken, Library BOT Chair, tomorrow to discuss some of the concerns. She stated some of the proposals were illegal, such as charging people to enter a library. She said another issue was if something like this was done, it would have to be sent out for a Request for Proposal (RFP). She stated she had asked for an opinion on the two librarians per library and was informed it was policy and not law, which was something the BOT had been struggling with. She stated the Commission could only express its opinion, because it did not have a lot of authority over the Library BOT.

Commissioner Jung said Amy Harvey, County Clerk, suggested looking at ways to rent out County facilities, such as the downtown Courthouse, to raise revenue. She stated she was requesting staff look at best practices, the potential revenue stream,

and to put together some type of proposal regarding how it could be managed. She felt it was a great idea and another example of Ms. Harvey thinking outside the box.

Commissioner Hartung thanked everyone for their warm welcome. He said he was still getting his bearings regarding the issues key to this Board. He stated he was also contacted by Ms. Harvey, and he felt it was a phenomenal idea to rent out the Courthouse for personal events.

Katy Simon, County Manager, advised the County already had an adopted facility-use policy, but the only fee schedule provided the costs for renting the parks and libraries. She said if anyone wanted to rent the Courthouse, they could call Dave Solario, Assistant Public Works Director-Facilities. She stated renting the Courthouse would be brought back to look at the potential fee revenue.

Commissioner Weber commended the Manager and staff for the work they did with the new Commissioners, and she thanked the new Commissioners for their willingness to participate to get up to speed over the last couple of months.

Commissioner Berkbigler said she had been working on the eLearning library issue, and she would be working with the Manager tomorrow to hopefully get more insight into what was going on. She believed it was important to do public-private partnerships and this was one of the ways that could be done, but the legal hurdles needed to be worked through.

Commissioner Hartung said Amy Harvey mad a suggestion that all veterans and active military ride public transportation for free. He felt it would be appropriate to have a conversation with the Regional Transportation Commission (RTC) regarding that suggestion.

Ms. Simon read a letter from a citizen complementing the Sheriff's and the Truckee Meadows Fire Protection District's (TMFPD's) staff for their quick response to the fire west of Hunter Creek on November 29, 2012. Chairman Humke said it was nice to hear from a satisfied citizen complementing the County's public services and the brave people who did their job 24/7.

Chairman Humke noted he would be able to attend the legislative reception being hosted by the County on Thursday at the Jan Evans Juvenile Justice Center, because the date of his conflicting court hearing was changed.

13-08 AGENDA ITEM 5

Agenda Subject: "Fix the terms of office of the Chairman and Vice-Chairman of the Board."

Paul Lipparelli, Legal Counsel, advised Nevada Revised Statute (NRS) 244.070 stated the Board should elect a Chair and Vice Chair and fix their terms of

office. He stated the Board's past practice was the terms were fixed at one year, but that was up to the discretion of the majority of the Board.

Commissioner Weber felt a one-year term was the way to go, because things changed and it was good to have the opportunity to have that discussion at the beginning of each year. Commissioners Berkbigler, Jung, and Hartung agreed.

Commissioner Hartung made a motion that the term of the Chairman and Vice-Chairman of the Washoe County Board of Commissioners (BCC) be fixed at one year. Commissioner Jung seconded the motion.

Commissioner Hartung asked if the terms would be based on a fiscal or calendar year. Chairman Humke asked if the NRS set the date of the swearing in of the Commissioners. Mr. Lipparelli replied by Statute, the Commissioners entered office on the first Monday in January following their election. He believed it would make sense to coordinate the Commissioners' terms of office with that of the Chair and Vice Chair.

Chairman Humke asked if the Board went with a one-year term, could the date be set to select the Chair and Vice Chair for the first regularly occurring BCC meeting in 2014.

Commissioner Hartung said he agreed with that amendment to the motion and the seconder, Commissioner Jung, also agreed.

Commissioner Weber asked if after an election, the election of the Chair and Vice Chair would be done during the regularly scheduled meeting instead of the swearing in ceremony. Chairman Humke said he was just trying to cover the years between elections because of the potential for new Commissioners.

Mr. Lipparelli said the election in 2014 would be for people taking office in 2015, and the Chairman's question was regarding how to address the period after this first one year term. He believed the Chairman asked if there would be any legal prohibition to allow the selection of the Chairman to take place at the first regularly scheduled meeting of the Board instead of having to have a special meeting on the first Monday. He said the term of the Chair and Vice Chair could be coordinated with the regular meeting schedule of the Board.

There was no public comment on this item.

On a call for the vote, the motion passed 5-0.

13-09 AGENDA ITEM 6 – PRESENTATION

Agenda Subject: "Presentation of Washoe County Employees Silver Sleigh Award for Outstanding Philanthropy to Technology Services and acknowledgement of donations by County Departments to Evelyn Mount Food Drive--Clerk/Manager."

Katy Simon, County Manager, said Amy Harvey, County Clerk, and her team did a great job of putting together the food drive.

Ms. Harvey said she was first approached 21 days before Christmas to find some way of boosting the County's employee's spirits. She said her team decided to do what it could with what was already available, which included a wooden Christmas tree. She stated the tree was placed in the lobby as the centerpiece for the food drive, and pictures documented the steadily growing amount food it contained until the food was packed up and delivered to Evelyn Mount on December 21, 2012. A copy of the presentation was placed on file with the Clerk.

Ms. Harvey said the County's employees took on the challenge of seeing which department could donate the most food, and the competition was fierce. She stated her office was used as the food drop-off location because of its extended hours, which allowed staff to drop off items evenings and weekends.

Ms. Harvey said ideas were coming in about what could be done next year and how the event could be made better. She stated she wanted to send out a survey to the County's employees to find out what they wanted to do next year and who they wanted to benefit, because there were many wonderful organizations in the community who needed help.

Ms. Harvey said this year's winner of the challenge for donating the most items was Technology Services. She stated she did not want to downplay any department's participation in the drive and, because it only started three weeks before Christmas, some departments already were doing other things. She said even though it was a last minute effort, departments came through, and she wanted to truly thank them.

Ms. Harvey presented the Silver Sleigh trophy to Technology Services to keep for one year. Gary Beekman, IT Manager, accepted the trophy on behalf of all the people in Technology Services who donated. Commissioner Hartung donated money to fill the trophy with candy for the winners.

Chairman Humke thanked everyone who donated because it benefited Evelyn Mount, who provided food for those in need.

In response to the call for public comment, Sam Dehne said the food drive was a fantastic idea.

13-10 AGENDA ITEM 7 – PROCLAMATION

Agenda Subject: “Proclamation--January 2013 as National Radon Action Month in Washoe County--Cooperative Extension. (All Commission Districts.)”

Commissioner Jung read and presented the Proclamation to Susan Howe, University of Nevada Cooperative Extension (UNCE) - Nevada Radon Education Program Director.

Ms. Howe thanked the Board for the third year of doing the Proclamation. She noted that of the homes already tested in Washoe County, one in five had elevated levels of Radon. She said living in a home with an average Radon level of 4pCi/l posed the same risk for developing lung cancer as smoking half a pack of cigarettes a day. She stated lung cancer deaths due to exposure to Radon could be prevented, and prevention started with a simple Radon test people could do in their homes. She said the program began in 2008, over 10,400 kits were given out, which had a two-year shelf life, and 51 percent had been used. She stated 5,500 homes in Washoe County had been tested since 1989, which was only 3.1 percent of the County's homes, and she discussed the map of Radon potential by zip code.

Ms. Howe said the UNCE promoted Radon testing, offered free test kits until February 28, 2013, and offered free educational programs at three County libraries; and she thanked the libraries for helping to get the word out. She said the Radon hotline was 1-888-Radon-10, the website was www.RadonNV.com, and the test kits could be picked up at the UNCE office. A copy of the Radon fact sheet, the map of Radon potential by zip code, and the library schedule of educational programs were placed on file with the Clerk. Katy Simon, County Manager, said the information about Radon testing kits was also available on the County's website.

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 7 be adopted.

CONSENT AGENDA – ITEMS 9A THROUGH 9J(5)

13-11 AGENDA ITEM 9A

Agenda Subject: “Approve minutes for the Board of County Commissioners' December 11, 2012 meeting.”

Commissioner Hartung asked if he and Commissioner Berkbigler should abstain from approval of the minutes, because they were not on the Commission at the time of the meeting nor were they present. Paul Lipparelli, Legal Counsel, said they could vote even if they were not present because their vote would not be affirming they could verify everything in the minutes.

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 Agenda Item 9A be approved.

13-12 AGENDA ITEM 9B – ASSESSOR

Agenda Subject: “Approve roll change requests for errors discovered for the 2012/13, 2011/12, 2010/11, 2009/10, and 2008/09 unsecured tax rolls; and authorize Chairman to execute the Order; and further direct the Washoe County Treasurer to correct the error(s) and notify the taxpayer if an adjustment to the tax bill is necessary [cumulative amount of reduction \$45,382.45]--Assessor. (All Commission Districts.)”

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 Agenda Item 9B be approved, authorized, executed, and directed.

13-13 AGENDA ITEM 9C – FINANCE

Agenda Subject: “Acknowledge appropriation adjustments to move the capital projects staffing and associated services and supplies currently in the Community Services Department (CSD) Operations Division to the CSD Engineering and Capital Projects Division; this adjustment is in line with the overall restructuring of the divisions due to the consolidation of five departments into the one Community Services Department. All adjustments are within the Washoe County General Fund Community Services Department budget (no fiscal impact)--Finance. (All Commission Districts.)”

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 Agenda Item 9C be acknowledged.

13-14 AGENDA ITEM 9D – HEALTH DISTRICT

Agenda Subject: “Approve amendments [totaling an increase of \$182,000] in both revenue and expense to the FY13 Air Quality Management, DMV Excess Reserve Grant Program (IO 11077); and direct the Finance Department to make the appropriate budget adjustments--Health District. (All Commission Districts.)”

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 Agenda Item 9D be approved and directed.

13-15 AGENDA ITEM 9E – LIBRARY

Agenda Subject: “Approve Interlocal Agreement between the Washoe County School District and Washoe County concerning continued operation of partnership libraries for the mutual benefit of the School District and the Washoe County Library System located in the Gerlach K-12 School and Glenn Duncan Elementary School--Library. (Commission Districts 3 and 5.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 9E be approved. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

13-16 AGENDA ITEM 9F – RENO JUSTICE COURT

Agenda Subject: “Approve Interlocal Agreement between the County of Washoe, on behalf of the Reno Justice Court and Clark County, on behalf of the Las Vegas Justice Court for enhancement to the Odyssey Case Management System to support the electronic import, processing and, when paid in full, closure of traffic citations; approve reimbursement of \$55,291.20 to Reno Justice Court for up-front development costs paid by the Reno Justice Court with Administrative Assessment funds; and direct Finance to make necessary adjustments--Reno Justice Court. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 9F be approved and directed. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

13-17 AGENDA ITEM 9G – SENIOR SERVICES

Agenda Subject: “Accept a restricted grant award from the Zonta Club of Greater Reno Charitable Fund [\$800] for bus passes for senior women looking for work or who have just started a new job and need transportation assistance; and direct the Finance to make the appropriate budget adjustments--Senior Services. (All Commission Districts.)”

Commissioner Jung gratefully accepted the donation of \$800 for bus passes from the Zonta Club of Greater Reno Charitable Fund on behalf of the Board.

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 Agenda Item 9G be accepted and directed.

13-18 AGENDA ITEM 9H – MANAGER/INTERNAL AUDIT

Agenda Subject: “Approve reappointment of Mr. Keith Romwall, to the Washoe County Audit Committee for the term commencing January 1, 2013 and expiring on December 31, 2014--Manager/ Internal Audit. (All Commission Districts.)”

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 Agenda Item 9H be approved.

13-19 AGENDA ITEM 9I(1) – COMMUNITY SERVICES

Agenda Subject: “Approve Water Sale Agreement conveying 0.50 acre-feet of Truckee River water rights appropriated under Permit No. 74342 from Washoe County to the Sun Valley General Improvement District--Engineering and Capital Projects. (Commission District 5.)”

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 Agenda Item 9I(1) be approved.

13-20 AGENDA ITEM 9I(2) – COMMUNITY SERVICES

Agenda Subject: “Approve Interlocal Cooperative Agreement between the City of Sparks and Washoe County concerning obligations for the operation, maintenance and payment of power for the Eagle Canyon Drive/La Posada Drive/Pyramid Way traffic signal, Highland Ranch Parkway/Sparks Boulevard/Pyramid Way traffic signal and a pedestrian warning light on La Posada Drive for Sky Ranch Park. The Agreement shares the operation, maintenance and financial responsibilities including payment of power between the two entities in an equitable manner--Operations and Maintenance. (Commission District 4.)”

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 Agenda Item 9I(2) be approved. The Interlocal Cooperative Agreement for same is attached hereto and made a part of the minutes thereof.

13-21 AGENDA ITEM 9I(3)– COMMUNITY SERVICES

Agenda Subject: “Request that the Chairman appoint, and the Board of County Commissioners approve the appointment of Lee Lawrence to the Washoe County Board of Adjustment representing Commission District 3 to fill an unexpired term beginning on January 8, 2013, and ending on June 30, 2013, or until such time as a successor is appointed--Planning and Development. (Commission District 3.)”

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 Agenda Item 9I(3) be approved.

13-22 AGENDA ITEM 9I(4) – COMMUNITY SERVICES

Agenda Subject: “Request that the Chair appoint and the Board of County Commissioners approve the appointment of Jonathan Reynolds to the Washoe County Planning Commission representing District 4 to fill an unexpired term beginning on January 8, 2013, and ending on June 30, 2013, or until such time as a successor is appointed--Planning and Development. (Commission District 4.)”

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 Agenda Item 9I(4) be approved.

13-23 AGENDA ITEM 9I(5) – COMMUNITY SERVICES

Agenda Subject: “Approve appointment of Washoe County Planning Commissioner D.J. Whittemore to the Truckee Meadows Regional Planning Commission to fill an unexpired term commencing on January 8, 2013, and expiring on June 30, 2014, or until such time as a successor is appointed--Planning and Development. (All Commission Districts.)”

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 Agenda Item 9I(5) be approved.

13-24 AGENDA ITEM 9J(1) – SHERIFF

Agenda Subject: “Accept donation [\$500] from Ryan L. Souza to the County of Washoe on behalf of the Washoe County Sheriff’s Office to purchase equipment for the K9 Unit; and authorize Finance to make appropriate budget adjustments. (All Commission Districts.)”

Commissioner Jung gratefully accepted the \$500 donation from Ryan L. Souza on behalf of the Board.

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 Agenda Item 9J(1) be accepted and authorized.

13-25 AGENDA ITEM 9J(2) – SHERIFF

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

Commissioner Jung gratefully accepted the \$500 donation from the Reno Air Racing Association on behalf of the Board.

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 Agenda Item 9J(2) be accepted and authorized.

13-26 AGENDA ITEM 9J(3) – SHERIFF

Agenda Subject: “Accept direct grant award [\$2,000, no County match required] from the U.S. Secret Service for reimbursement of expenses related to work performed by Deputies assigned to assist the U.S. Secret Service’s Las Vegas Electronic Crimes Task Force and the South Western Identity Theft and Fraud Task Force (SWIFT) in conducting official investigations; and authorize Finance to make necessary budget adjustments. (All Commission Districts.)”

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 Agenda Item 9J(3) be accepted and authorized.

13-27 AGENDA ITEM 9J(4) – SHERIFF

Agenda Subject: “Accept funding award [\$35,000, no County match required] from the Federal Bureau of Investigations to cover overtime costs related to the Northern Nevada Cyber Crimes/Child Exploitation Task Force activities; and authorize Finance to make the necessary budget adjustments. (All Commission Districts.)”

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 Agenda Item 9J(4) be accepted and authorized.

13-28 AGENDA ITEM 9J(5) – SHERIFF

Agenda Subject: “Accept award [\$35,000] from the United States Marshals Service for payment of overtime for participation in the Nevada Fugitive Investigative Strike Team Task Force (NV-FIST); and authorize Finance to make the necessary budget adjustments. (All Commission Districts).”

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 Agenda Item 9J(5) be accepted and authorized.

BLOCK VOTE 10, 11, 12, AND 13

Chairman Humke explained for the benefit of the new Commissioners, that if any Commissioner had an objection to an item being included in the block vote, this was the opportunity to voice that objection.

Katy Simon, County Manager, explained that items with a fiscal impact of less than \$100,000 were placed in consent, but they could be pulled out of consent by a Commissioner. She stated anything over \$100,000 or that required discussion would go on the regular agenda, but could be included in a block vote. She advised those guidelines could be revisited during the discussion of the County’s compliance with the Open Meeting Law and various practices.

13-29 AGENDA ITEM 10 – COMMUNITY SERVICES/ENGINEERING AND CAPITAL PROJECTS

Agenda Subject: “Recommendation to schedule a Public Hearing to be held February 12, 2013, on a Petition to Acknowledge and Open a Road being a Portion of Abandoned Old HWY 395 (referred to as Tinhorn Road) located within Pleasant Valley (Township 17N., Range 20E), as a Presumed Public Road Pursuant to NRS 405.191(2)--Community Services/Engineering and Capital Projects. (Commission District 2.)”

There was no public comment on this item.

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

13-30 AGENDA ITEM 11 – TECHNOLOGY SERVICES

Agenda Subject: “Recommendation to approve sole source purchases of Microsoft and Adobe licensing through joinder with the Western States Contracting Alliance Master (WSCA) Price Agreement for Software Value Added Reseller (SVAR) SHI International. The WSCA contract period is effective from April 10, 2012 through June 2, 2013 with the option of three one-year extensions; and approve expenditures that will aggregate to exceed \$100,000 up to a maximum of \$300,000 within the FY 13 adopted budget for technology infrastructure--Technology Services. (All Commission Districts.)

Katy Simon, County Manager, said Commissioner Jung asked if this impacted the Shared Services efforts in Technology, and it was confirmed everyone involved in that effort used this same equipment.

There was no public comment on this item.

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

13-31 AGENDA ITEM 12 – MANAGER

Agenda Subject: “Recommendation to approve appointment of Laura Schmidt as Chief Information Management Officer, at an annual salary of \$119,516.80 effective January 14, 2013--Manager. (All Commission Districts.)”

Katy Simon, County Manager, said the Chief Information Management Officer position was opened with the retirement of Cory Casazza, and she thanked him for his many years of service to the County. She stated Laura Schmidt lead the SAP implementation team, and she was present if the Commissioners had any questions.

Commissioner Weber said in the past, the positions had been filled by acting managers of a department when someone retired. Ms. Simon stated Ms. Schmidt was being recommended to become the Chief Information Management Officer. She explained acting positions were used when there were reorganizations and a position had not been finalized for adoption. She said for example with the Community Services Department, a Public Works Director was still identified in Ordinance and in Code as a County position; and the Acting Public Works Director position was filled until the conversion of that position into a new organizational structure was completed.

Ms. Simon advised per Human Resources Codes and State Statute, when an important management position became open, some positions were appointed by the Board, some by the Manager, and some were recommended by the Manager with the

Board confirming the appointment. She said this appointment fell under the latter category.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 12 be approved.

13-32 AGENDA ITEM 13 – MANAGER

Agenda Subject: “Recommendation for possible appointment of a regular member to fill an unexpired term to expire on June 30, 2014 to serve on the Washoe County Board of Equalization; and possible appointment of an alternate member to the Washoe County Board of Equalization with term to expire June 30, 2013--Manager. (All Commission Districts.)”

Commissioner Weber asked if this item allowed for the appointment of an alternate. Katy Simon, County Manager, confirmed the agenda item was styled to allow the appointment of an alternate.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Gary Kizziah be appointed to the Washoe County Board of Equalization as a regular member to fill an unexpired term to expire on June 30, 2014 and Neeroo Manning be appointed as an alternate member with a term to expire June 30, 2013.

13-33 AGENDA ITEM 14 – MANAGER/COMMUNITY RELATIONS

Agenda Subject: “Discussion and status report on the Citizen Involvement Revitalization Project (CIRP) including improvement efforts, next steps and preparation for March report--Manager/ Community Relations. (All Commission Districts.)”

Katy Simon, County Manager, said the Citizen Involvement Revitalization Project (CIRP) had been brought before the Commission in 2012, but the decision was to bring it back before the new Commission in 2013 since it would continue until March 2013.

Nancy Leuenhagen, Community Relations Manager, stated the CIRP was initiated in July 2012. She said the goal was to strengthen citizen involvement in Washoe County, which would in turn support the Commission’s decision making ability.

Ms. Leuenhagen said the type of tools used to gauge and encourage citizen involvement depended on the complexity of the issue, and she reviewed the practices of

the City of Sparks, the City of Reno, the Regional Transportation Commission (RTC), and the Washoe County School District (WCSD).

Sarah Tone, Community Outreach Coordinator, discussed the national practices, the themes of citizen comments, and the improvements initiated because of those comments.

Ms. Leuenhagen discussed the next steps for the CIRP. A copy of their PowerPoint presentation was placed on file with the Clerk.

Commissioner Weber asked if there was a plan to have meetings with the Citizen Advisory Board (CAB) members between now and March 2013. Ms. Leuenhagen replied none were planned. She noted only a couple of issue-based meetings were planned. Commissioner Weber said she would like to have a community-forum type of meeting with the CAB's in her district before March to find out what they wanted to do.

Ms. Simon said staff had met with every CAB to obtain their input. She stated part of the challenge was there were not enough applicants to ensure the CAB's would have a quorum. She suggested that any of the Commissioners who wanted to meet with the people in their district could do so without it being a structured CAB meeting due to the quorum issues. She said it would require a lot of staff time to arrange 14 more meetings, but staff would be happy to support whatever the Commissioners wanted to do. Commissioner Weber replied she did not want it to be a CAB meeting, but just a meeting with the Commissioner and the people in the Commissioner's district to discuss what was important to them without using staff resources. She said because her district was so large, she wanted to see if she could work with Commissioner Jung to hold a Community Forum together on a Saturday sometime before March.

Ms. Simon said staff would reach out to each of the Commissioners to see what they would like to do. She advised what staff heard loud and clear from the citizens was they wanted to meet with their elected officials, which staff absolutely wanted to help facilitate.

Commissioner Hartung asked if the issue-based meetings would be run by the developers or by staff, because some of the meetings he attended in Spanish Springs were run by the developers. Ms. Tone replied there were 27 issue-related meetings held in 2012, and who ran the meeting depended on the issue and the community.

Commissioner Hartung advised he intended to be a regular fixture at the CAB meetings in his district if the CAB's moved forward, because he felt the issue had been there was not always a Commissioner present. He said even if a liaison was present, they could not speak for the Commissioner. He said attending the CAB meetings would help put him more in touch with his constituents and would allow him to answer questions directly.

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

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 2012 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.)”

After a lengthy discussion regarding the Board’s adopted Rules and Procedures, it was decided to revisit them in six months, after the new Commissioners had a chance to become acclimated.

During the discussion of Commissioners appointments to the various boards and commissions, Katy Simon, County Manager, advised many of the Commissioners’ terms were set by the boards and commissions they were appointed to. She said in general, most terms were for one year but the matrix included with the Rules and Procedures document flagged those that were not for one year and provided the specifics.

Commissioner Weber noted the Oversight Advisory Board (water services in Verdi) was defunct. Commissioner Hartung noted the Joint Fire Advisory Board (JFAB) was still on a list he had, but he understood it no longer existed. Katy Simon, County Manager, advised JFAB was an element of the fire service agreement with the City of Reno, but no action was taken to remove people from JFAB with the termination of the agreement, which was why it was still listed. Commissioner Jung advised the Citizen Advisory Committee on the Future of the Washoe County Library System was also defunct because the Committee’s report had been issued. She said the Commissioner appointed to the Senior Services Advisory Board would only be a liaison to that Board, because the Commissioners no longer were voting members. She stated she was a liaison to the Washoe County Action Communities for Health, Innovation and Environmental Change and not a voting member.

With Commission Berkbigler assuming Commissioner Breternitz’s assignments and Commissioner Hartung assuming Chairman Larkin’s assignments, all of the Commissioners indicated they were happy to retain their current assignments with the following exceptions:

- There would be no Board appointments to the Citizen’s Advisory Committee on the Future of the Washoe County Library System because the Committee was no longer necessary.

- Chairman Humke would assume Chairman Larkin's position on the Investment Committee and Commissioner Hartung would replace Commissioner Jung as the second primary voting member.
- Chairman Humke would assume Chairman Larkin's position on the Regional Transportation Commission (RTC).
- Commissioner Hartung would replace Chairman Humke on the Truckee River Flood Management Authority.
- Commissioner Jung would replace Chairman Humke on the Washoe County Stadium Authority.

Commissioner Hartung made a motion, which was seconded by Commissioner Berkgigler, directing a first alternate be designated for the Regional Transportation Commission (RTC) and to any other key boards and committees.

Because of Commissioner Hartung's interest in attending meetings where he would be an alternate to gather information about those boards or commissions, Paul Lipparelli, Legal Counsel, explained the posting of a notice when there might be a quorum of the Commissioners was not a mandate of the Open Meeting Law (OML), but was a practice developed as a caution. Ms. Simon asked if it was permissible to have a blanket notice that there might be a quorum of Commissioners present at the RTC meetings. Mr. Lipparelli said because the noticing was not an OML mandate, there were no clear answers on how to do them. He believed it might be permissible to do a blanket notice but, if that were the case, a blanket notice could be done for almost any board and commission that ever existed for all time, and it would start to lose its significance. He felt in terms of careful practice, it would be preferable to do it when it was known it might happen rather than doing it in such a far reaching fashion that people stopped paying attention.

Commissioner Hartung felt it was the fiduciary responsibility of the Commissioners to stay current with what was happening on the boards and commissions they were on, so perhaps it should be a practice. Mr. Lipparelli said when it was known three Commissioners might be present, it was best to notice the meeting as such because it would let the public know it might happen, and the Commission was being careful to make sure the third Commissioner did not participate in the meeting or indicate his or her views about an issue that could constitute as some sort of deliberation by the Board of County Commissioners. He said nothing prevented Commissioner Hartung from educating himself by attending public meetings, as long as he did not participate in the meetings when two Commissioners were already participating.

Ms. Simon said the noticing was time consuming, and she wanted to get guidance from the Attorney General's Office regarding this issue. Mr. Lipparelli said he would be happy to inquire regarding the Attorney General's opinion regarding this issue. Chairman Humke felt that was a good suggestion.

Commissioner Hartung noted most of the boards and commission meetings were not televised, and the minutes did not always reflect the entire flavor of

the meeting. He stated without attending the RTC meeting, it would become difficult to stay up with events as an alternate.

Chairman Humke said there was a motion pending to name the first alternate. Commissioner Weber asked if the motion was only for the RTC. Chairman Humke replied that was how he understood the motion. He asked if it was only to designate if there would be a first alternate or if there was a name attached. Commissioner Hartung said he wanted to be the first alternate, so he would amend the motion to include his name as the first alternate. Commissioner Berkbigler agreed.

On a call for the vote, the motion passed 3-2 with Commissioners Jung and Weber voting “no.”

Commissioner Hartung asked who was appointed to the Economic Development Authority of Western Nevada (EDAWN). Ms. Simon said she was delegated as the Commission’s representative. Commissioners Hartung and Jung stated they wanted to attend. Commissioner Weber felt it worked well with the Manager attending. Ms. Simon said there would be an opportunity to discuss this with Mike Kazmierski, EDAWN’s President and Chief Executive Officer, at the Commissions January 22, 2013 meeting. Commissioner Hartung said he was fine with the current arrangement.

Commissioner Berkbigler asked how the OML pertained to social functions. Mr. Lipparelli explained the OML contemplated quorums of public bodies could be present at social events, which were not considered to be a meeting, but it was important the Commissioners self-police their actions at a function where more than two Commissioners were attending. He said if possible, it would be best to have a fourth person present who could verify a conversation was social and not business.

Commissioner Berkbigler asked if two Commissioners were sitting on a Board, could a Commissioner sitting in the audience make public comment. Mr. Lipparelli advised that would be considered stepping over the line. Commissioner Hartung asked what if it pertained to them directly as a citizen, such as an employee from the District Attorney’s Office making public comment as a citizen during a Planning Commission meeting. Mr. Lipparelli said there was a difference in how the comments of employees of public agencies, elected officials and members of appointed bodies were treated. He stated employees did not lose their First Amendment rights as to matters of public concern simply because they were employees, but they could put in jeopardy some of those rights if they made comments that were endemic to the organization they belonged to. He said once governing board members were sworn in, they became a member of a public body. He stated it would be difficult to separate when they would be speaking as the board member and when as a private citizen in the minds of witnesses and in the mind of the Attorney General. He said that was one of the sacrifices elected officials made.

On motion by Commissioner Jung, seconded by Commissioner Berkgigler, which motion duly carried, it was ordered that the Commissioners' appointments to the Boards and Commissions, as read by the Manager, be approved.

Ms. Simon said staff would find out whether it was Washoe County's or Douglas County's turn to be the primary member on the Nevada Tahoe Conservation District Board of Supervisors but, in the meantime, the primary would be Commissioner Berkgigler. She said staff would also follow up whether the Oversight Advisory Board (water service in Verdi) was defunct.

There was no public comment on this item.

13-35 AGENDA ITEM 16 – MANAGEMENT SERVICES

Agenda Subject: “Update, discussion and possible direction to staff regarding 2013 Nevada Legislative Interim Committees and Studies, legislation or legislative issues proposed by legislators or by other entities permitted by the Nevada State Legislature to submit bill draft requests, or such legislative issues as may be deemed by the Chair or the Board to be of critical significance to Washoe County--Management Services. (All Commission Districts.)”

John Slaughter, Management Services Director, said the Interim Committees had completed their work with possibly one exception, and the Legislature would begin on February 4, 2013. He stated there were 136 pre-filed bills of which 62 might have an impact on the County. He said the 62 bills were distributed to the departments for their review.

Mr. Slaughter reviewed his Legislative Action Plan PowerPoint, which was placed on file with the Clerk. He explained he would be introducing the ideas today, and staff would be looking for the Board to review and approve the Legislative Program document at their next meeting. He said that document would outline the guidelines on how the staff, the lobbyists, and the elected officials would operate in representing Washoe County during the Legislative Session. He stated staff would be tracking the bills and asking the Board for direction on specific bills during the standing agenda item at every meeting.

Mr. Slaughter said there were 16 requests from the State for the County to review the fiscal impact of bills, and staff was starting to respond to those requests. He expected a total of 80-85 requests would be received throughout the Legislative Session.

Mr. Slaughter reviewed the County's Legislative communication and representation goals and the County's Legislative Principals, which were categorized into three themes: Respect for Governmental Roles, Recover Our Economic Strength, and Regional Solutions.

Mr. Slaughter said the Regional Legislative Memorandum of Understanding (MOU) would be brought to the Board for review at the Board's meeting on January 22, 2013. He noted the MOU was already approved by many other local governments, and it outlined how efforts in Carson City would be coordinated as a region. He stated if the Commissioners had anything else they felt should be included in the Action Plan or the Principles documents, they could be included until their approval on January 22nd.

There was no public comment on this item.

13-36 AGENDA ITEM 17 – TREASURER

Agenda Subject: “Update on Incline property tax refund process--Treasurer.”

Commissioner Weber noted one participant took the offered credit. Commissioner Jung asked why the credit was better for the County in terms of cash flow. Tami Davis, Treasurer, said there was not much difference in terms of the cash flow assuming people were paying their taxes on time. She said issuing the credit was a challenge because of timing. She said a specific parcel owner could not be told when their refund might be available and determining how much they would owe at that given time and how they wanted to handle the credit was a challenge. She advised several people called in about taking the credit but, when the process was explained to them, they decided to take the refund.

Ms. Davis said the refund process was projected to be completed early in June 2013.

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

13-37 AGENDA ITEM 18 – MANAGER

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

Katy Simon, County Manager, advised since Cory Cassazza retired, the duties of representing the County in the Shared Services effort was transitioning to John Berkich, Assistant County Manager. She noted the first meeting of the year had not yet been scheduled. She said the Business Licensing and Permitting Subcommittee had nine qualified vendors submit proposals for the shared platform for the permitting software, which were being evaluated by the City and County Executive Committee, and the ratings were due to the County's Purchasing and Contract's Manager on January 16, 2013. She said the Review Committee would then meet to choose the top three vendors to conduct a demonstration in early to mid February 2013.

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

13-38 AGENDA ITEM 21 – CLOSED SESSION

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

There was no closed session.

1:25 p.m. The Board recessed.

3:02 p.m. The Board reconvened with all members present.

13-39 AGENDA ITEM 19 – WORKSHOP

Agenda Subject: “Workshop to review the current status and future options for the Department of Senior Services’ Senior Law Project that will ensure it is sustainable and responsive to the needs of the community; and, possible direction to staff--Senior Services. (All Commission Districts.)”

Grady Tarbutton, Senior Services Director, said Social Services had experienced significant budget issues, which impacted how its programs, including the Senior Law Project (SLP), were provided. He stated staff, the Senior Services Advisory Board (AB), and a technical working group helped with some of the planning over the last six to eight months. He said the SLP was a legal-aid agency established by County Code under the Older Americans Act in 1974 and was primarily grant funded. He advised the SLP was a partnership between the County and the State of Nevada. He stated the SLP’s funding was derived from the Older Americans Act, Nevada Independent Living Grant, court fees, and the Nevada Law Foundation. He stated the SLP was also funded by the Senior Services ad valorem tax revenue, but those funds never made up the majority of the funds that supported the SLP, and he discussed the other funding provided. He said today’s numbers used “base funding,” which were the funding sources that had been reliable since 1998 and could be counted on going forward.

Mr. Tarbutton reviewed the services the SLP provided, those it did not provide, the SLP’s history, how the economic downturn affected Senior Services, the 2012 ballot question, Senior Services’ staff reductions, its current waiting lists, Senior Services revenue and expenses, and the General Fund revenue and expenses.

Mr. Tarbutton discussed how the economic downturn affected the SLP, the SLP’s current staffing, the SLP’s new case comparison, the projected demand for legal services, the cost to restore the SLP to 2007/08 peak staffing levels, the growth in Washoe County’s senior population, and Washoe County’s demographics and increasing demand.

Mr. Tarbutton said in 2007/08 the Board developed budget priorities and asked the departments to take a look at their sustainability within their available resources

and could there be other ways of doing business in the community, and he further discussed the department's planning. He stated the SLP was the only service where other agencies were willing to provide the service, two of which were Nevada Legal Services (NLS) and Washoe Legal Services (WLS). He said because no action was taken to change how services were provided, service levels continued to drop. He stated in 2012 when the SLP's managing attorney left, concerns were received from District Court, the State Supreme Court, and the Nevada's Aging and Disability Services Division (ADSD). He stated the message was if the County did not put additional resources into the SLP, it could not continue as it was and something different must be done.

Mr. Tarbutton said he asked the Senior Services Advisory Board to prepare a recommendation with the goal of increasing services and maintaining the quality of the SLP. He discussed the resulting recommendation, which included having a third-party assume the services provided by the SLP. He felt the recommendation needed a little more analysis because it contained quite a bit of detail, and he formed a Technical Assistance Workgroup to determine what would be done with the SLP. He also discussed the Technical Assistance Workgroup assumptions, which included no new County funds would be available. He said the State and the Court hoped there would be new County funds to address the expanding population and to restore the SLP to its previously funded 2007/08 levels, but there would not. He reviewed the options put forward that were rejected as flawed. He said consensus was reached that the process would involve the State and the County, and that the County's commitment continue. He reviewed the three options arrived at, which were: 1) Status quo with new County funds, 2) Collaborative Request for Proposal (RFP) with ADSD with no new County funds, and 3) RFP with new County funds. He discussed the possible timelines to have an action item on the February 12, 2013 Commission agenda. A copy of Senior Services SLP Workshop PowerPoint presentation was placed on file with the Clerk.

In response to the call for public comment, Callie Marriott said she supported the SLP. She stated there would have to be some kind of a grant funds if the SLP was outsourced to a non-profit agency, and what would be the difference between them getting a grant and the SLP getting a grant. She discussed the figures on what the SLP provided since 2002.

Bruce Arkell stated he participated in the working group, which started out pretty rough but ended up in a good place. He said there was a recommendation to use performance standards as part of the process, but the staff report contained criteria to get grants instead of performance standards. He stated the performance standards needed to be included because it was important to know what was being bought. He discussed the cost involved with the three proposals received, and advised additional money might be needed going forward, which should be kept in mind. He said a decision should be made on what was being offered, which would be a more reasonable approach than establishing a number ahead of time. He said it was critical the SLP be sustainable for a three-year period.

Woodrow Chandler said he supported the SLP. He noted it was always the seniors who were affected by any cuts.

Keith Tierney said the staff report was fatefully flawed because it was based on a process that lacked transparency, did not involve the key stakeholders, and lacked independent oversight. He said there were federal and state mandates that required the services be provided at fully staffed levels, and the services and grants referenced in the documents were wrong. A copy of his comments was placed on file with the Clerk and included the written comments of three of the six experts involved in the process. He said Mary Law's statement was submitted yesterday, and she asked her letter be read into the record. Chairman Humke said it would be placed on file with the Clerk.

Peggy Lear Bowen stated the SLP's staff helped Joyce Bain resolve an identity theft issue over the course of years. She said the SLP was the only legal agency that offered legal outreach to the seniors in Washoe County who were homebound, hospitalized, and living in nursing and group homes. She said the SLP was needed as it was and it should not be privatized. She believed the ballot issue was defeated because it was not written so people knew where the money would be going.

Cynthia Gibson stated she was one of the four remaining SLP staff members. She discussed the cuts made to the SLP since 2009 and noted other offices in the department had not suffered the same amount of loss as the SLP. She said the reason for the cuts was stated as being due to the economy's downturn, but the SLP was primarily grant funded. She stated the SLP only received \$60,000 in ad valorem funds from the County and only \$75,000 was needed for the next Fiscal Year. She stated the Foreclosure Mitigation program, which was closed, helped thousands of homeowners, many of which were seniors; and when they came in for help, they were informed of many other services available that they were not aware of. She stated without the foreclosure program, many seniors would have ended up in nursing homes or homeless. She stated with the loss of the foreclosure mitigation program, over \$375,000 in funding for the SLP was lost. She said it was understood the community, courts, and funders were concerned about the sustainability of the SLP, but the County had created its lack of sustainability through its cuts and unwillingness to support the SLP. She stated the Director had already promised \$75,000 a year to the agency that won the bid, and she asked how that would achieve any savings for the County.

Charlene Gaskins said she was an employee of the SLP. She stated only one grantor would go with the new agency out of the 10 grantors that currently funded different services. She advised the new agency would have to apply for each grant separately and there was no guarantee the grants would be awarded. She stated the SLP was U.S. Department of Housing and Urban Development (HUD) certified, which was a two-year process, but only one private agency was currently HUD certified and could provide the housing-counseling component to help keep seniors in their homes. She said the RFP process was flawed and biased because typically RFP's were open to a wide range of bidders; but that was not the case with this RFP, because only one agency was similar to the SLP. She stated no other agency specifically provided services to seniors.

She said the RFP process was also biased because the County already contracted with NLS for attorney representation and oversight of the SLP. She stated the SLP had survived other hard times, and she asked why the County was now choosing to eliminate it as a County function. She said the County knowingly brought the SLP to this point through attrition and budget cuts.

Fran Traver said she was also an employee of the SLP, which had benefited seniors for 20-plus years. She stated the SLP was a model program and could continue to be a high-functioning legal office with the proper staffing. She said the County was giving away \$400,000 in grants to save \$75,000. She stated the County would be handing over to a private agency a program, which had been a huge asset, because they no longer wanted to deal with it. She said the County would be losing many hours of pro bono services provided by attorney's, the knowledge of staff and volunteers who had worked to perfect the method of delivery of legal services to seniors, and the synergy the SLP developed with other agencies with similar priorities. She asked the Board to look into the stability of the bidders to ensure the Board's decision would not cause the most vulnerable citizens unnecessary losses.

Emily Hancock said the SLP provided legal representation to vulnerable seniors. She stated the dedicated staff persevered despite all of the cutbacks and provided a high level of service. She asked the Board to examine the merits of taking the SLP out from under the umbrella of the County.

June Wisniewski believed the SLP should stay exclusively for seniors. She said she was concerned the SLP release form indicated complaints would go to Mr. Tarbutton because doing that would waive an individual's Attorney/Client privilege due to Mr. Tarbutton not being an attorney. She believed it was a severe ethics violation for Mr. Tarbutton to be involved in the practice of law without a license. She asked who would be responsible for resolving complaints if the SLP was privatized.

Connie McMullen welcomed the new Commissioners. She said the SLP came out of the Older Americans Act and was needed by the County's seniors so they would have legal representation. She stated to try and ensure there were no more cuts to the SLP, the advisory question was put out for a vote but it failed. She said once Chief Judge David Hardy, Second Judicial Court, made the recommendation to transition the SLP outside the County, the Advisory Board had to go along with his conclusion. She stated the Advisory Board agreed the SLP should continue and, if a third-party provider was chosen, there should be a financial report done to ensure there would be financial sustainability.

Carla Fells, Washoe County Employees Association (WCEA) Executive Director, said the SLP function was vital, and the employees were very dedicated. She indicated the WCEA was concerned about turning the SLP over to a private company to see to the needs of vulnerable seniors. She stated every time she came before the Board, she asked the Board to preserve a function. She said switching to a private company meant the Board would not have any control over them and could not dictate what

happened. She stated she was also concerned about being able to recreate the SLP if it was not sustainable under a private company. She asked the Board to ensure the best bang for the buck would be provided for the vulnerable citizens served before outsourcing this function. A memo from the WCEA in support of not outsourcing the SLP was placed on file with the Clerk.

4:04 p.m. Commissioner Weber left the meeting.

Commissioner Hartung asked if anyone present was against the SLP, and there was no response. He said seniors were a unique group because they had contributed to society their entire lives, but they now found themselves in an unfortunate scenario. He felt it would be disingenuous to turn our backs on them as a civilized society. He said plenty of money was found for animal shelters and all manner of other things, but it seemed the vision of what it meant to be civilized and to care for our elderly was being lost. He stated he would try hard to support the SLP, even though he was not sure where the money would be found, but he refused to just let it go.

Commissioner Berkbigler said the testimony just given indicated the new entity would only receive one of the SLP's current grants, and the remainder of the grants would have to be reapplied for. Mr. Tarbutton said today grants were applied for primarily from HUD and ADSD to support the SLP. He stated the filing fees were collected from the courts and distributed to legal-services agencies statewide. He said if they stopped going to the SLP, they would go to another legal-services agency in this community. He stated the \$13,000 LRIS grant was annual and the entity applying had to have special qualifications, which the NLS and WLS qualified for. He stated the goal was to develop a process with the ADSD to move the entire project forward, not just pieces of it, and to have a single provider. He stated Judge Hardy indicated there was a lot of support for providing legal services to seniors, and he believed the SLP would remain intact with the commitment of the County in helping the process move forward.

Commissioner Berkbigler asked Ms. Lear Bowen what grants would go away. Ms. Lear Bowen understood a \$300,000 grant from the Nevada Attorney General's Office was declined by the Director and many other grants were not applied for. She said her perception was there had been a step-by-step purposeful act to see the SLP did not have the same funding available as it did in the past. She said the fact was the County did not supply funding, but only provided the SLP with space. She stated the County had mandated to have the SLP. She said 14,000 homeowners were helped by the SLP to keep them in their homes by preventing their foreclosure. She stated replacing the services the SLP provided seniors was false economics, because it would cost the County and the State a lot of money.

Commissioner Jung asked if the non-profit did not get the grants, where would the money go. Mr. Tarbutton said in general, the funding would stay within the County because the granting agency would find another provider. He stated the intent of this process was to ensure the money stayed within this community with a qualified provider. Commissioner Jung said Mr. Tarbutton could not guarantee a grantee obtained

a grant, and doing this might be rolling the dice regarding the grant money disappearing from this community. Mr. Tarbutton agreed it was possible.

Commissioner Jung asked how long the \$75,000 would be provided to the non-profit agency. Mr. Tarbutton said the amount was \$75,000 for the first year, \$35,000 for the second, and zero for the third. Commissioner Jung stated if privatizing was the way to go, why would they need tax dollars and where would those dollars be coming from. Mr. Tarbutton said it was needed to ensure there would be a smooth transition process and the \$75,000 would come from Senior Services' ad valorem funds.

Commissioner Jung asked how long the SLP was open each week. Mr. Tarbutton replied it was open 24-hours per week, which would return to 40-hours per week under the private entity. Commissioner Jung asked what Judge Hardy's concern was. Mr. Tarbutton replied Judge Hardy believed the County could no longer staff the SLP at the level required because of project cuts. He said the biggest concern was there was one attorney. Commissioner Jung asked who was responsible for the SLP. Mr. Tarbutton said there was an attorney under contract, who was an employee of the NLS, to provide the oversight for the SLP.

Commissioner Jung said she did not feel the Board was ready today to make a decision, because of her following concern. She asked who selected the members of the Technical Advisory Committee. Mr. Tarbutton replied he made the selections, which included the ADSD, County staff who were grant experts, and Finance. Commissioner Jung asked what about end users. Mr. Tarbutton said no end users were involved. Commissioner Jung felt that was a glaring oversight. She asked if the loss of two and a half attorneys and a legal secretary was due to attrition or were the positions eliminated. Mr. Tarbutton said the losses were due to people leaving, and the positions were eliminated except for one attorney position.

Commissioner Jung asked if there was a plan B if this did not work, or would the SLP have to be rebuilt from scratch, which she felt would cost more. Mr. Tarbutton said the SLP eroded over the years as had the rest of the department. He stated the goal was for the County to remain involved and to work with ADSD, who provided close to 50 percent of the funds, to ensure the SLP continued and continued to grow.

Commissioner Jung felt outsourcing the SLP was taking a lot of risk with the grants. Mr. Tarbutton said the State indicated the current status of the SLP was not adequate, because it was understaffed, and the State would not continue to fund it unless something was done.

Mr. Tarbutton said regarding the grants brought up during public comment, one was accepted from FANNIE MAE and one from LLRS. He stated another grant was one the State applied for to the US Administration on Aging. He said that grant was denied and there were no funds to transfer to the SLP. He said the last grant was the Attorney General's grant for foreclosure mitigation. He stated that function had already been subcontracted to the NLS and that grant was turned down. He said those funds were

being distributed to the NLS and Consumer Credit Counseling, which was another foreclosure mitigation counseling agency serving Washoe County.

Chairman Humke asked if the 1985 voter approved ad valorem tax for Senior Services included any specifics for the SLP. Mr. Tarbutton stated there was not a specific breakdown on how those funds were to be allocated other than for programs, facilities, and services for seniors. Chairman Humke stated Senior Services could serve the SLP by providing an office. Mr. Tarbutton replied that was true. Chairman Humke asked if the General Fund was separate from the one cent dedicated revenue. Mr. Tarbutton said it was. He stated the staff report showed a \$230,000 General Fund transfer support to the Daybreak program and \$700,000 to support Senior Services' administrative operating costs.

Chairman Humke asked about the options. Mr. Tarbutton explained four options were considered, which were not considered viable, and the three options considered viable were offered for the Board's consideration. Chairman Humke asked about the value of the pro bono services provided. Mr. Tarbutton replied 25 attorneys consistently provided pro bono services. He said there was a list of attorneys who provided services the SLP did not provide and other attorneys provided assistance with wills. Ms. Hancock discussed what the pro bono attorneys provided and the referrals for the types of cases the SLP did not provide.

Chairman Humke disclosed he corresponded with Bruce Arkell, and he requested Mr. Arkell come forward to finish his comments. Mr. Arkell thought the process was moving forward, but the financials were still fuzzy. He said what was driving the process was the grant cycles starting in February. He stated he represented the stakeholders because he represented Nevada Senior Advocates, which represented seniors, and the Nevada Senior Core Association, which represented the providers. He said one of the driving issues in this whole process was a legal-services agency was not being directed by an attorney, which apparently violated all sorts of legal ethics. He stated that issue did not get fixed with the County continuing the current operation. He said what had existed previously worked fine because the administration stayed away from the SLP and there was money. He said Mr. Tarbutton did what he should do as an administrator when the money dried up by going in and trying to fix it, which unfortunately was not appropriate. He said the NLS and the WLS offered services to seniors currently and a third group wanted to start offering services for \$800,000, which might not be an unreasonable number given the extent of the problem. He stated it was not something the County or the State could fund and was not something that should be given to a startup company.

Mr. Arkell said he just heard of the commitment to provide \$75,000 the first year and \$35,000 the second, and he had not missed a meeting. He said one of the problems was the process was being rushed due to the grant cycles. He stated he was comfortable with the SLP moving out from under the County, which would fund the service and would control the service by virtue of that funding. He said that was the same control the ADSD had today. He stated that was a legitimate control and was why he

mentioned getting performance standards included. He said who cared if they were a HUD certified agency, what was important was if they were offering the services. He stated either company could offer the services cheaper than the County could and that was how they would bring the service levels back to where they were in 2007/08.

Mr. Arkell felt everyone believed the SLP could continue under the process being discussed, but it was not something that would happen overnight. He said the SLP only being open 24-hours per week was terrible and the doors might as well be closed unless it could be brought back up to where it was. He felt the ADSD did a good job in saying the County had until July 2013 to get things done, and he did not know of any other alternative.

Chairman Humke asked if Mr. Arkell would stay with this process. Mr. Arkell replied he would. He said the County did not need to run the SLP on a daily basis, but needed to ensure it was available and was being run efficiently.

Ms. Simon said the issue of conflicts and legal ethics came up in the past. She stated the SLP sued Washoe County governmental agencies on behalf of seniors, which spoke to the need for independence for that function because the function needed to be able to aggressively represent the needs of senior citizens. She stated seniors had legitimate needs, which could be in conflict with what an agency of County government was charged with doing.

Chairman Humke noted the Attorney General's Office received a large grant in the area of housing and foreclosure assistance, and was there any hope there. Mr. Tarbutton said the Attorney General's Office received a substantial amount. He said 11 agencies in the state were qualified to do that type of assistance and the SLP was identified as one but, because the contract did not specifically limit the assistance to seniors, it was decided it was not appropriate for the SLP.

Mr. Tarbutton read Judge Hardy's January 8, 2013 letter, which was placed on file with the Clerk.

Commissioner Hartung asked if Mr. Tarbutton could make a monetary comparison of keeping seniors in their homes versus placing them in nursing homes, and would the seniors have to pay the costs of the nursing homes. Mr. Tarbutton replied it would depend on the income of the client and the services they were eligible for, but it could become a cost for Senior Services. He said the social work and in-home care provided by Senior Services for clients, who were potentially nursing-home eligible, cost Senior Services \$4,000 and the State \$11,000 to \$60,000 per year depending on the client's location. Ms. Simon advised the County was not getting out of providing home services and would continue to provide a broad array of services that would prevent premature institutionalization and would keep people in their homes.

Commissioner Berkbigler disclosed she met with Mr. Arkell.

Chairman Humke asked Ms. Fells to finish her comments. Ms. Fells stated less costs would not necessarily provide better service. She said Ms. Hancock stated the SLP provided different levels of service and discussed how they prioritized those services. She stated the SLP's paralegals went into nursing homes and dealt with homebound seniors, which were very hard people to get to when part of a private organization. She said a private organization needed to prioritize who they served to get money coming back in. She said the moral obligation the Commissioners needed to keep in mind was the most vulnerable clients were no different than the client who got the legal representation they deserved from the Public Defender and the Alternate Public Defender. She said the SLP being managed by the County was the same issue as the Public Defender and Alternative Public Defender. She stated services had to be provided to the seniors that did not have the money to obtain them on their own, and turning the SLP over to a private company was the same thing as saying someone in jail should get whatever attorney they could afford. She said she was not suggesting staffing the SLP by hiring three attorneys immediately, but to try and build it up step-by step. She indicated she was not sure all SLP's staff would go with the non-profit.

Sally Ramm, Nevada Elder Rights Attorney, said she supervised the grants with the legal-service providers throughout the State, and she had been involved with the SLP for the last 12 years. She advised it had a wonderful national reputation and the staff was stellar. She said the lawsuit Ms. Simon mentioned was well publicized across the country, and other jurisdictions learned from it. She stated the SLP as it stood for the last 20 years was not replaceable, but the function could be performed by another organization. She said that did not mean it would be worse nor did it mean it would be better, it would just be different because non-profits operated differently; and the County would have limited input into how the SLP would be operated. She said the State was very, very anxious about the whole situation, because it had become less than viable. She stated the situation was being looked at almost daily, audits were being done, services were being watched, and people were being talked to. She said the State's social workers were unhappy because they could not get through on the phone to get the services they needed for their clients, which was a real red flag. She said this needed to be resolved as quickly as possible. She advised the State agreed to work with the County because the State wanted to retain the relationships it had with the County, but the State's primary interest was getting services to seniors that the State and others were paying for. She said the State would not keep putting money into services, which were not being provided, for very much longer.

Chairman Humke said the Commissioners considered themselves admonished.

Chairman Humke asked if this item needed to be discussed further. Commissioner Hartung said it was incumbent on the Board to have everyone present so the process could be vetted, which unfortunately could not be done today. He said there were some options presented, but he did not feel there was a recommendation on what would be best.

Chairman Humke said between Mr. Tarbutton, Mr. Arkell, the Manager, and the District Attorney's Office, he believed he received a recommendation and that process was underway.

Chairman Humke advised he disagreed with Ms. Fells about the services being provided by the Public Defender or the Alternate Public Defender being equated to the services provided by the SLP. He said the Public Defender and the Alternate Public Defender were constitutionally authorized, while the SLP was more of a moral obligation because the County wished to perform those services. He said the SLP had been a jewel in the County's crown in the past, but perhaps that ship had sailed and this was the new Washoe County where the Board wanted to care for legal needs of seniors as best it could.

Chairman Humke asked what would be the timeframe for getting together to discuss this. Mr. Tarbutton replied he could come back with a deeper analysis of the three options at the first meeting in February 2013. Commissioner Hartung said there was a time crunch for applying for the grants, and he asked if it would be possible to get this on the January 22, 2013 agenda. Chairman Humke advised January 22nd was not doable because of the process needed to finalize the agenda.

5:00 p.m. Commissioner Weber returned to the meeting.

Chairman Humke asked if the Commissioners would trust the Manager to work with Mr. Tarbutton. Commissioner Hartung replied absolutely, and he would be prepared to make a decision at the next go around. Commissioner Berkgigler said she wanted some level of comfort that seniors would be taken care of as well as they had been in the past and also regarding the costs associated with this. She stated it was important this project continue and not go away entirely.

Chairman Humke asked if Mr. Tarbutton had enough direction. Mr. Tarbutton replied he did. Ms. Simon said some of the things she heard that should be supplemented and expanded upon to include in the future discussion were to:

- Include the end users in the discussion.
- Have a full accounting of the grants, including any not applied for and why, and any grants declined and why.
- Have a clarification of the mandates and requirements.
- Outline examples of performance standards.

Chairman Humke said he heard from the employees about the past, and he would like the discussion about the process to be more about the present and the future instead of the past. He stated the Board got it, but the goal was to design a new program.

Commissioner Jung said in addition to the performance standards, she would like to see some serious thought and application of a plan B should this not work.

Commissioner Berkbigler said another issue that would be important was the numbers on how this service would be expanded to provide the service to those seniors who needed it now and in two years. Chairman Humke said that was the sustainability question.

Chairman Humke requested a report on the progress made since January 8, 2013.

Commissioner Hartung thanked everyone for attending today and giving the Board their feedback. He said the Board realized this was an important and contentious issue and that everyone took time out of their busy days to be present.

13-40 AGENDA ITEM 20 – REPORTS/UPDATES

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

There were no reports or updates.

13-41 AGENDA ITEM – 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.”

Peggy Lear Bowen said for 20 years the SLP worked beautifully with an attorney running it, but now the SLP was headed by a non-attorney who declined the foreclosure grant funds. She said an attorney needed to run the SLP.

COMMUNICATIONS

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

13-42 Notice of Completion – Rehabilitation of Spring Creek Water Storage Tanks No. 3 and No. 4 and Lemmon Valley Water Storage Tanks No. 1 and No. 2, PWP-WA-2011-366. (BCC Meeting, 10-25-11)

13-43 Notice of Completion – Lemmon Valley Well House 6 Reconstruction, PWP-WA-2012-10. (BCC Meeting, 04-24-12)

13-44 Application of Unique Infrastructure Group, LLC for Permit to Construct a Water Utility Facility under the Provisions of the Utility Environmental Protection Act and Request for Expedited Treatment.

COMPREHENSIVE ANNUAL FINANCIAL REPORT

13-45 Washoe County School District's Comprehensive Annual Financial Report for the year ended June 30, 2011.

13-46 Incline Village General Improvement District Comprehensive Annual Financial Report for the year ended June 30, 2012.

13-47 City of Sparks Comprehensive Annual Financial Report for the year ended June 30, 2012.

* * * * *

5:10 p.m. There being no further business to discuss, on motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried, the meeting was adjourned.

DAVID HUMKE, Chairman
Washoe County Commission

ATTEST:

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

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

INTERLOCAL AGREEMENT

1. PARTIES This Interlocal Agreement ("Agreement") is entered into between the Washoe County School District (hereinafter "District") and Washoe County, a political subdivision of the State of Nevada (hereinafter "County"), for the mutual benefit of the School District and the Washoe County Library System (hereinafter "WCLS"). For purposes of this Agreement, reference to WCLS, unless otherwise clearly stated, shall include the County.

2. RECITALS

2.1 The Parties are public agencies under NRS Chapter 277.

2.2 NRS 277.180(1) provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the contracting agencies is authorized by law to perform.

2.3 The District owns and operates *Gerlach K-12 School* and *Glenn Duncan Elementary School* in Washoe County, Nevada, in which are located library facilities and equipment. The District has expanded the use and resources of those facilities by cooperating with WCLS as further provided herein.

2.4 WCLS is a County Library established by the County pursuant to NRS 379.010, and it operates and administers public libraries in Washoe County, Nevada.

2.5 The parties hereto have established branch public libraries at *Gerlach K-12 School* and *Glenn Duncan Elementary School*, utilizing the District's library facilities, which branch libraries shall hereinafter be referred to as "partnership library facilities."

2.6 The parties hereto have determined that their joint use of the library facilities at *Gerlach K-12 School* and *Glenn Duncan Elementary School* is in the best interests of the citizens of Washoe County, and this joint use shall be conducted on a day-to-day basis according to the written policies and procedures to be developed by the parties hereto in a site-specific procedural operating manual (hereinafter "operations manual") as more fully described in Paragraph 5 below.

3. INCORPORATION OF RECITALS. Each of the recitals set forth above is material to this Agreement and is incorporated herein by this reference.

4. JOINT PARTNERSHIP AND DUTIES

4.1 The parties hereto agree to be joint partners in the continuing development of partnership library facilities at *Gerlach K-12 School* and *Glenn Duncan Elementary School*. Partnership library facilities are to be operated based on the terms and conditions set forth herein.

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4.2 In connection with the establishment of the partnership library facilities at *Glenn Duncan Elementary School*, WCLS agrees to provide personnel as necessary to staff the partnership library facility during the public access hours of operation as determined in accordance with Paragraph 6 below and the respective Operations Manuals for each school.

4.3 In connection with the establishment of the partnership library facility at *Gerlach K-12 School*, WCLS agrees to provide the following:

4.3.1 In consideration for the services to be performed by District, WCLS agrees to pay District an amount equal to the salary and benefits paid within the Library Assistant II job classification to the District employee who is designated to staff the library, calculated at up to 2 hours per week, up to 50 weeks per year, payable on a semi-annual basis. Excepting any provision of this Agreement to the contrary, this compensation includes all District-incurred personnel expenses relating to the operation of the partnership library facility at *Gerlach K-12 School*. Reimbursement by WCLS to the District, or by the District to WCLS, of any other category of operational expenses for said facility must be separately negotiated between the parties, and the terms of any such reimbursement must be included within this Agreement in order to be enforceable.

4.4 In connection with the establishment of the partnership library facilities at *Gerlach K-12 School* and *Glenn Duncan Elementary School*, WCLS agrees to provide the following:

4.4.1 WCLS shall provide training of appropriate District employees with respect to implementation of WCLS's automated circulation procedures, data entry procedures and other applicable policies and procedures for management and operation of the partnership library facility.

4.4.2 WCLS shall catalog all library materials, including existing materials owned by District and additional materials subsequently purchased by either or both entities.

4.4.3 WCLS shall acquire additional children's, young adult, and adult materials consistent with acquisitions made for other similar branch library facilities operated in District schools by the WCLS.

4.4.4 WCLS shall provide computer hardware, software and network infrastructure necessary to handle circulation and patron functions, including a minimum of two on-line public access catalog terminals. WCLS shall be responsible for all costs of installation of computer hardware, software and online resources, including all costs of connecting the computers to the WCLS network and all line charges connected therewith.

4.4.5 WCLS shall provide circulation support for on-line circulation functions including, but not limited to, overdue notices, bills and collection agency accounts.

4.4.6 WCLS shall furnish all supplies necessary for operation of the partnership facility during the public access hours of operation.

4.4.7 WCLS shall provide delivery services for all library material between the partnership library facilities and other WCLS branches.

4.5 In connection with the establishment of the partnership library facility, District agrees to provide the following:

4.5.1 At *Gerlach K-12 School*, District shall provide personnel as necessary to staff the partnership library facility during public access hours of operation, including one evening per week for a period of two hours. In doing so, District shall be deemed an independent contractor and District's employees shall not be deemed employees of WCLS or County. The District's personnel shall perform in accordance with Paragraph 6 below, the Operations Manual, and the general direction of WCLS, but shall retain full control of the manner and means of operating the partnership library facility.

4.5.2 District will provide maintenance of the buildings and grounds in which each partnership library facility is located, including: the responsibility for security; janitorial service; repair and replacement of the facility's structure and systems; mail services; snow removal Monday through Friday; telephone service, including the installation of two separate telephone lines (one servicing WCLS with two telephones and one fax line) plus an additional school extension for the school librarian, except that District shall not be responsible for furnishing of fax machines required by WCLS for communication with other public library facilities operated by WCLS; each party will be responsible for the provision of its own data lines. District will provide all supplies and equipment necessary for the operation of each partnership library facility during the school hours of operation; all furniture necessary to operate each partnership library facility, including the acquisition and installation of additional shelving, if required, for the additional library materials. District agrees that the furniture will be available for use by all users during the public access hours of operations. District shall provide all utilities at its sole expense. District is responsible for ensuring that the partnership library facility meets all federal, state and local laws and regulations. The parties understand that the security to be provided by District shall be the same as District provides to other users of its facilities and includes access by WCLS personnel to a 24-hour direct line to school police, lighting of facilities, including parking lots, and the delivery of keys to the facility to WCLS staff as set forth in more detail in the operations manual.

4.5.3. District will provide personnel as necessary to coordinate the services required of District pursuant to this Agreement. In addition, District will provide personnel to assist in the partnership library facility operations during the daily transition period from school operations to public operations.

5. OPERATIONS MANUAL(S). The District and WCLS staff shall jointly develop an operations manual for each school site, which, once completed and approved by the District and WCLS, shall be considered a part of and incorporated into this Agreement and shall govern daily operations of the *Gerlach K-12 School Library* and the *Duncan-Traner Library*, respectively. The operations manual will be reviewed annually and may be amended by the written consent of the parties hereto. Content of the operations manual shall be in compliance with all applicable policies and regulations of the District and WCLS.

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6. FACILITY USE AND PUBLIC ACCESS. The parties acknowledge and agree that the primary purpose and function of *Gerlach K-12 School* and *Glenn Duncan Elementary School* is public education. Consistent therewith, the parties hereby agree to share and coordinate mutual resources in order to expand the capabilities, use and promotion of the partnership library facility with minimal interference to the school's primary purpose. The parties agree that the partnership library facility shall be open for public access at hours mutually agreed to by *Gerlach K-12 School*, *Glenn Duncan Elementary School* and WCLS, as set forth in each operations manual. The District understands that WCLS wishes to provide public access similar to that existing at other WCLS branch libraries. *Gerlach K-12 School* and *Glenn Duncan Elementary School* shall have first priority concerning the use of the partnership library facility for special programs. All programs and other special uses of partnership library facilities must be scheduled on a master schedule maintained at each partnership library facility. Once an event is scheduled, it cannot be bumped by either party hereto without the consent of the scheduled party.

7. MATERIALS, PROGRAMS AND ACTIVITIES. The parties hereto shall develop cooperative policies and procedures for the selection and acquisition of materials and for special programs and activities to be provided at each partnership library facility. All such selections shall be in compliance with applicable policies and regulations of the parties hereto.

8. FINES AND COSTS OF RECOVERING MATERIALS. All costs incurred in recovering overdue library materials shall be borne by WCLS, and all related fines and other sums recovered shall belong to WCLS; provided, however, that any funds recovered for fines or loss or damage to materials or supplies owned by the District in excess of costs incurred in recovering same shall be reimbursed to the District.

9. LIABILITY AND INDEMNIFICATION

9.1 The parties hereto shall each assume liability for the negligent actions of or failure to act by their respective Boards, officers, agents, employees, volunteers and contractors. Further, and to the extent permitted under Nevada Revised Statutes Chapter 41, and without waiving any provisions thereof, the parties hereto agree to hold harmless, indemnify and defend each other from all damages, costs or expenses which any of them shall become obligated to pay by reason of liability imposed by law for property damage or personal injury to or death of persons using the partnership library facility arising or resulting from the negligent acts or omissions of their respective Boards, officers, agents, employees, volunteers and contractors.

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

10. MAINTENANCE AND RESPONSIBILITY FOR EQUIPMENT AND MATERIALS. Each party shall be responsible for replacement or repairs of equipment or materials provided by that party, unless the damage is due to the negligence of another party hereto, its officers, agents,

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employees, users, volunteers and contractors. In such event, the party responsible for the damage shall be responsible for replacement or repair as set forth in Paragraph 9.

11. INSURANCE

11.1 Each party hereto shall provide for their financial responsibilities regarding their respective obligations, rights and liabilities hereunder through the purchase of insurance or the provision of an adequate self-funded program pursuant to Nevada law.

11.2 The parties hereto expressly waive and release any cause of action or right of recovery they each may have hereafter against another party hereto for any loss or damage to the partnership library facility or to the equipment and materials provided respectively by each party caused by fire, explosion or any other risk covered by insurance or a self-funded program.

12. EFFECTIVE DATE, RENEWALS AND TERMINATION

12.1 This Agreement shall be in full force and effect on the date on which the last party signs. Upon the effective date of this Agreement, the existing agreement between WCLS and the District with respect to *Gerlach K-12 School* and *Glenn Duncan Elementary School*, entered into in December of 1994, shall terminate and this Agreement shall supersede and replace the same.

12.2 This Agreement shall be automatically renewed for one-year periods from July 1 to June 30 of each successive year unless a party notifies the other party in writing, delivered no later than 60 days prior to June 30, that it desires to terminate the Agreement.

12.3 In the event termination is requested by one of the parties, this Agreement shall terminate on the succeeding June 30 unless otherwise mutually agreed to by the respective parties with respect to the partnership library or libraries listed in said notice. Upon termination of this Agreement, all materials, equipment and other personal property remaining under the ownership of WCLS according to this Agreement and Nevada law shall be removed by WCLS from the partnership library facility. All materials, supplies, furniture and equipment belonging to the District shall remain with the District.

12.4 In the event that this agreement is terminated by either the District or WCLS, the costs of returning the partnership library to operation exclusively as a school library will be shared as follows:

- 12.4.1 District will be responsible for the purchase of:
- a. Computers required for circulation
 - b. Barcode scanner(s) required for circulation
 - c. Appropriate library automation software, in compliance with software used throughout the District
 - d. Data download after conversion
 - e. Costs of any changes to wiring or connections to connect new circulation computers to the school's server

12.4.2 WCLS shall be responsible for the costs of:

- a. Extraction of data belonging to the school library from the WCLS data base
- b. Tracking and return of library materials for one year after termination of the partnership
- c. Removing connections between computers and WCLS computer systems, including line charges

12.4.3 Cost of data conversion for those books and materials belonging to District shall be borne by the entity requesting separation

13. MISCELLANEOUS PROVISIONS

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

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

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

13.4 This Agreement may not be modified, terminated or amended in any respect, except pursuant to an instrument in writing duly executed by the parties.

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

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

13.7 All notices, demands or other communications required or permitted to be given in connection with this Agreement shall be in writing and shall be deemed delivered when personally delivered to a party (by personal delivery to an officer or authorized representative of

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a corporate party) or, if mailed, three (3) business days after deposit in the United States mail, postage prepaid, certified or registered mail, addressed to the parties as follows:

If to County: Director, Washoe County Library
301 South Center Street (if by personal service)
Post Office Box 2151 (if by mail)
Reno, Nevada 89505

If to District: Administrator, Gifted and Talented Program and Library Services
Washoe County School District
425 E. Ninth St. (if by personal service)
Post Office Box 30425 (if by mail)
Reno, NV 89520-3425

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

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

IN WITNESS WHEREOF, the Parties have executed this Agreement.

COUNTY OF WASHOE

WASHOE COUNTY SCHOOL DISTRICT

Dated this 2nd day of August, 2012

Dated this 20 day of Sept, 2012

By: [Signature]
Chairman
Library Board of Trustees

By: [Signature]
~~President~~ Superintendent
Board of Trustees

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By: [Signature]
Chairman
Board of Commissioners

ATTEST:

ATTEST: [Signature]
County Clerk
Chief Deputy

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is entered into by and between CLARK COUNTY, NEVADA, on behalf of the LAS VEGAS JUSTICE COURT, hereinafter referred to as "LVJC" and WASHOE COUNTY, NEVADA, on behalf of the RENO JUSTICE COURT, hereinafter referred to as "RJC".

WHEREAS, NRS 277.180 authorizes 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, Las Vegas Justice Court and Reno Justice Court use the Odyssey Case Management System by Tyler Technologies; and

WHEREAS, the Nevada Highway Patrol utilizes, in both Clark County and Washoe County, a mobile ticket writing system, developed by Brazos called eCitation. These tickets are currently manually entered into the Odyssey Case Management System in Las Vegas Justice Court and Reno Justice Court; and

WHEREAS, the Odyssey Case Management System does not directly support the electronic loading of eCitations from Brazos; and

WHEREAS, the Odyssey Case Management System does not support the auto-closing of cases or Nevada-state-mandated statistical closure without user intervention; and

NOW, THEREFORE, the parties mutually agree as follows:

A. Scope of Agreement:

1. The Las Vegas Justice Court and Reno Justice Court agree to share development costs for enhancements to the Odyssey Case Management System to support electronic import of citations created from the Brazos eCitation system in NV and the auto-closure and throwing of a state-mandated statistical closure on cases which can be concluded.
2. The Las Vegas Justice Court and Reno Justice Court agree to the following pro-rated share of development costs: LVJC 60% and RJC 40%.

PROJECT	Total Cost	LVJC Share (60%).	RJC Share (40%).
Tyler Project Number 5989 - eCitation Import	\$54,780.00	\$32,868.00	\$21,912.00
Tyler Project Number 5981- Case Auto Close	\$37,372.00	\$22,423.20	\$14,948.80
TOTALS	\$92,152.00	\$55,291.20	\$36,860.80

3. The Reno Justice Court agrees to pay Tyler Technologies up-front for the entire development costs.
4. The Las Vegas Justice Court agrees to reimburse the Reno Justice Court in the amount of \$55,291.20 from fund 2540.925-1184518000 (Court Compliance Unit)

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within 30 days of completion and acceptance of the project.

B. Waiver and Severability:

Any waiver of a breach of any provision of this Interlocal Agreement shall not be deemed a waiver of any other breach of the same or different provision. In the event any provision of the Agreement is rendered invalid or unenforceable by any valid act of Congress or the Nevada State Legislature, or declared null and void by any court of competent jurisdiction or the Nevada Department of Human Resources, or is found to be in violation of State Statutes and/or regulations, said provision(s) hereof will be immediately void and may be renegotiated for the sole purpose of rectifying the non-compliance. The remainder of the provisions of this Interlocal Agreement not in question shall remain in full force and effect.

C. Budget Act and Fiscal Fund Out:

In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Interlocal Agreement between the parties shall not exceed those monies appropriated and approved by either party for the then current fiscal year under the Local Government Budget Act. This Interlocal Agreement shall terminate and both parties' obligations under it shall be extinguished at the end of any of either party's fiscal years in which the appropriate party's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Interlocal Agreement. Both parties agree that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Interlocal Agreement. In the event this section is invoked, this Interlocal Agreement will expire on the 30th day of June of the current fiscal year. Termination under this section shall not relieve either party of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.

D. Notice:

Any notice required or permitted to be given hereunder shall be in writing and shall either be delivered personally to the party to whom such notice is given, or sent to it by United States registered or certified mail, postage prepaid and return receipt requested, addressed or delivered to such party at the address or addresses designated below (or such other address or addresses as may hereafter be designated by a party) by written notice to the other party:

To LVJC: Las Vegas Justice Court
Regional Justice Center
200 Lewis Avenue, 2nd Floor
Las Vegas, Nevada 89155

To RJC: Attention: _____
Reno Justice Court
1 South Sierra Street
Reno, Nevada 89501

E. Term of Agreement:

Commencing from the date of execution of this Interlocal Agreement, the term of this Interlocal Agreement shall be upon completion of the project activity. Notwithstanding the foregoing provision, either party may terminate this Interlocal Agreement, without cause, upon giving ninety (90) days written notice to the other party.

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F. Governing Law:

This Interlocal Agreement shall be governed by the laws of the State of Nevada.

G. Amendment/Entire Agreement:

Amendment to this Interlocal Agreement may be made only upon mutual consent in writing, by the parties hereto and executed with the same formality attending the original. This executed Interlocal Agreement, together with any attachments, contains the entire agreement between LVJC and RJC relating to the rights granted and obligations assumed by the parties hereto. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Interlocal Agreement not expressly set forth in this Interlocal Agreement are of no force or effect.

H. Assignment:

Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the proper written consent of the other party.

I. Limited Liability:

Neither party hereto shall be responsible to the other in any manner whatsoever for the quality, condition, operation, scope or purpose of the enhancements and their elements that are the subject of this Agreement. Further, the parties will not waive and intend to assert available remedies and liability limitations set forth in Chapter 41 of the Nevada Revised Statutes. Contractual liability of the agencies shall not be subject to punitive damages.

J. Third Party Beneficiaries.

This Agreement is not intended to create or be construed to create any right or action on the part of any person or entity not signatory to this Agreement, nor create the status of third party beneficiaries for any person or entity.

[Remainder of this page is left blank intentionally]

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

COUNTY OF CLARK

COUNTY OF WASHOE

BY: *Susan Brager*
SUSAN BRAGER, CHAIR
Clark County Commission

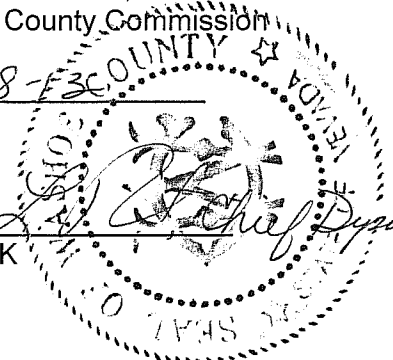
BY: *Robert Larkin*
~~ROBERT LARKIN, CHAIR~~
Washoe County Commission

DATE: 11/7/12

DATE: 1-8-13

ATTEST:
Deborah Alder
COUNTY CLERK

ATTEST:
Dancy L. G. [Signature]
COUNTY CLERK



Approved as to form:

STEVEN WOLFSON, District Attorney

BY: *Elizabeth A. Vibert*
ELIZABETH A. VIBERT
Deputy District Attorney

13-16

INTERLOCAL COOPERATIVE AGREEMENT

This Agreement made and entered into this 14th day of January 2013, by and between the City of Sparks, a political subdivision of the State of Nevada, acting through its Community Services Department (hereinafter called "SPARKS"), and the County of Washoe, a political subdivision of the State of Nevada, acting through its Community Services Department (hereinafter called "COUNTY").

WITNESSETH:

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

WHEREAS, the purpose of this Agreement is to develop a Traffic Signal Ownership and Maintenance Agreement for the traffic signals located at the intersection of Pyramid Way (SR445) and Sparks Boulevard and the intersection of Pyramid Way (SR445) and La Posada Drive, and the pedestrian crossing signal located on La Posada Drive eight hundred and fifty (850) feet east of the Pyramid Way (SR445) and La Posada Drive intersection.

WHEREAS, this Agreement sets forth each entity's respective rights and obligations in connection with this Agreement.

NOW, THEREFORE, pursuant to NRS 277.180 and in consideration of the mutual promises contained herein and for other good and valuable consideration, it is hereby agreed by and between the parties hereto as follows:

SPARKS AGREES

1. SPARKS shall own, operate, maintain, and pay power obligations for the traffic signal located at Pyramid Way (SR445) and Sparks Boulevard. The meter service address for this location is 8500 Pyramid. Refer to EXHIBIT "A" attached hereto.
2. SPARKS shall be responsible for obtaining a new State of Nevada Department of Transportation Right-of-Way Occupancy Permit for the aforementioned intersection.

COUNTY AGREES

1. COUNTY shall own, operate, maintain, and pay power obligations for the traffic signal located at Pyramid Way (SR445) and La Posada Drive. The meter service address for this location is 7665 Pyramid. Refer to EXHIBIT "B" attached hereto.
2. COUNTY shall be responsible for obtaining a new State of Nevada Department of Transportation Right-of-Way Occupancy Permit for the aforementioned intersection.

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3. COUNTY shall own, operate, maintain, and pay power obligations for the pedestrian crossing signal located eight hundred-fifty (850) feet east of Pyramid Way (SR445) and La Posada Drive. Refer to EXHIBIT "C" attached hereto.

MUTUALLY AGREED

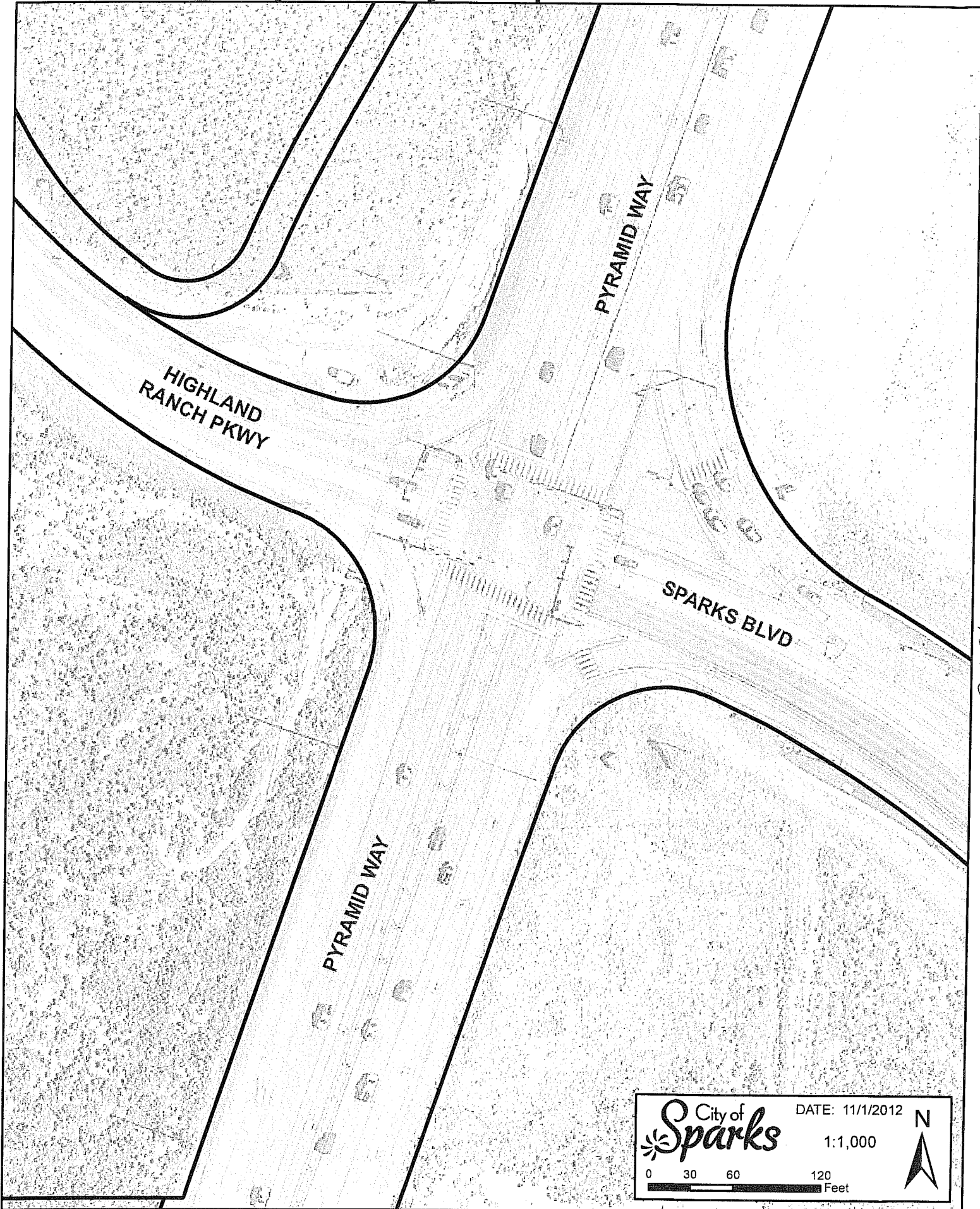
1. Both SPARKS and COUNTY will work in concert to provide up to date traffic signal coordination timing along Pyramid Way (SR445) corridor.
2. All work contemplated by this Agreement shall be done in a good and workmanlike manner and to the satisfaction of all parties hereto.
3. This Agreement constitutes the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless otherwise expressly authorized by the terms of the Agreement, no modifications or amendments to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.
4. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand , by telephone facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the posted, and addressed to the parties at the address as set forth below:

For CITY: Neil C. Krutz, P.E.
Deputy City Manager
Community Services Department
431 Prater Way
P.O. Box 857
Sparks, Nevada 89432-0857
Phone: (775) 353-2300
Fax: (775) 353-1635

For COUNTY: David M. Solaro, Architect, P.E.
Division Director of Operations and Maintenance
Community Services Department
1001 East 9th Street
P.O. Box 11130
Reno, Nevada 89520-0027
Phone: (775) 328-3624
Fax: (775) 328-3699

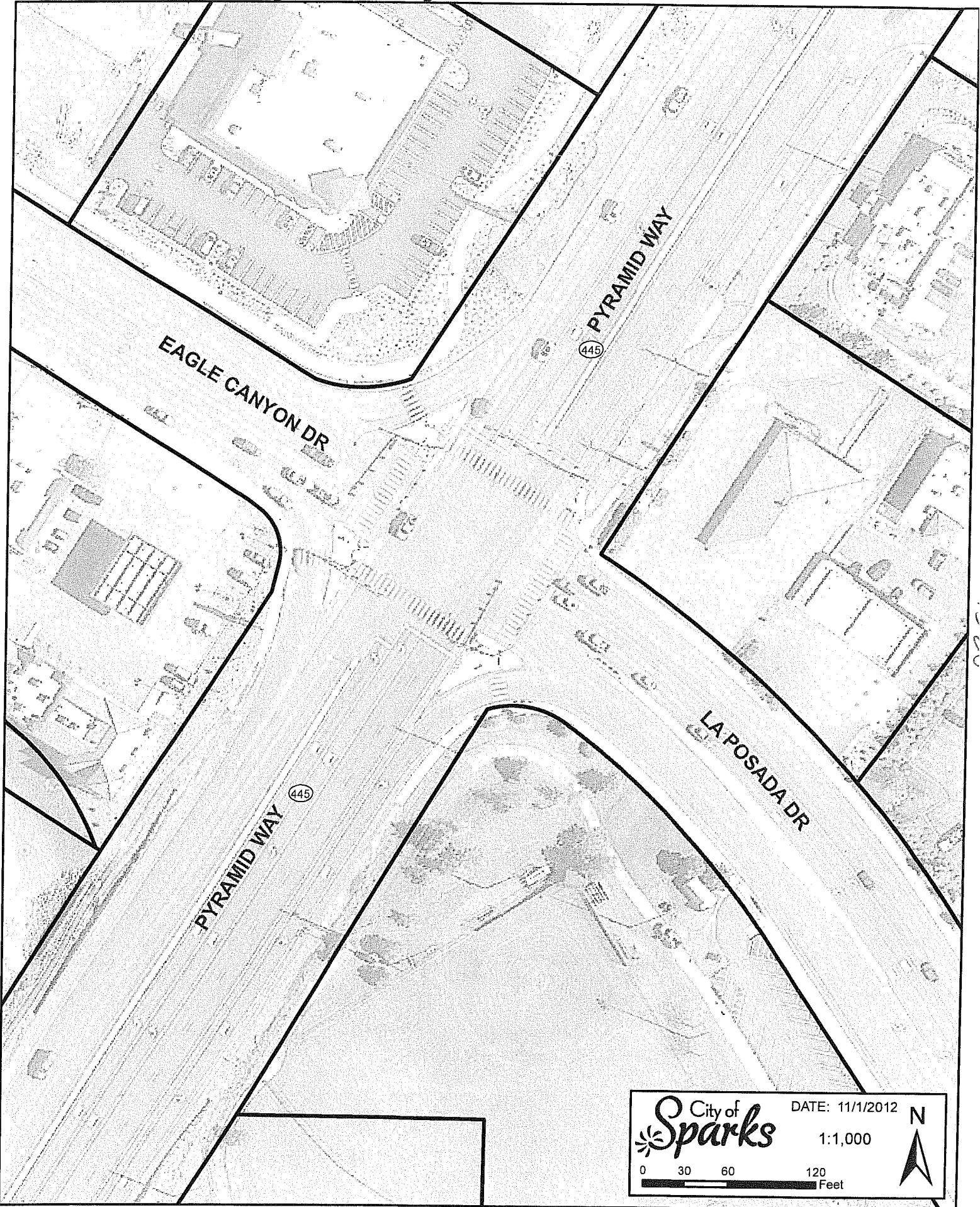
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EXHIBIT "A" - Pyramid Way and Sparks Boulevard



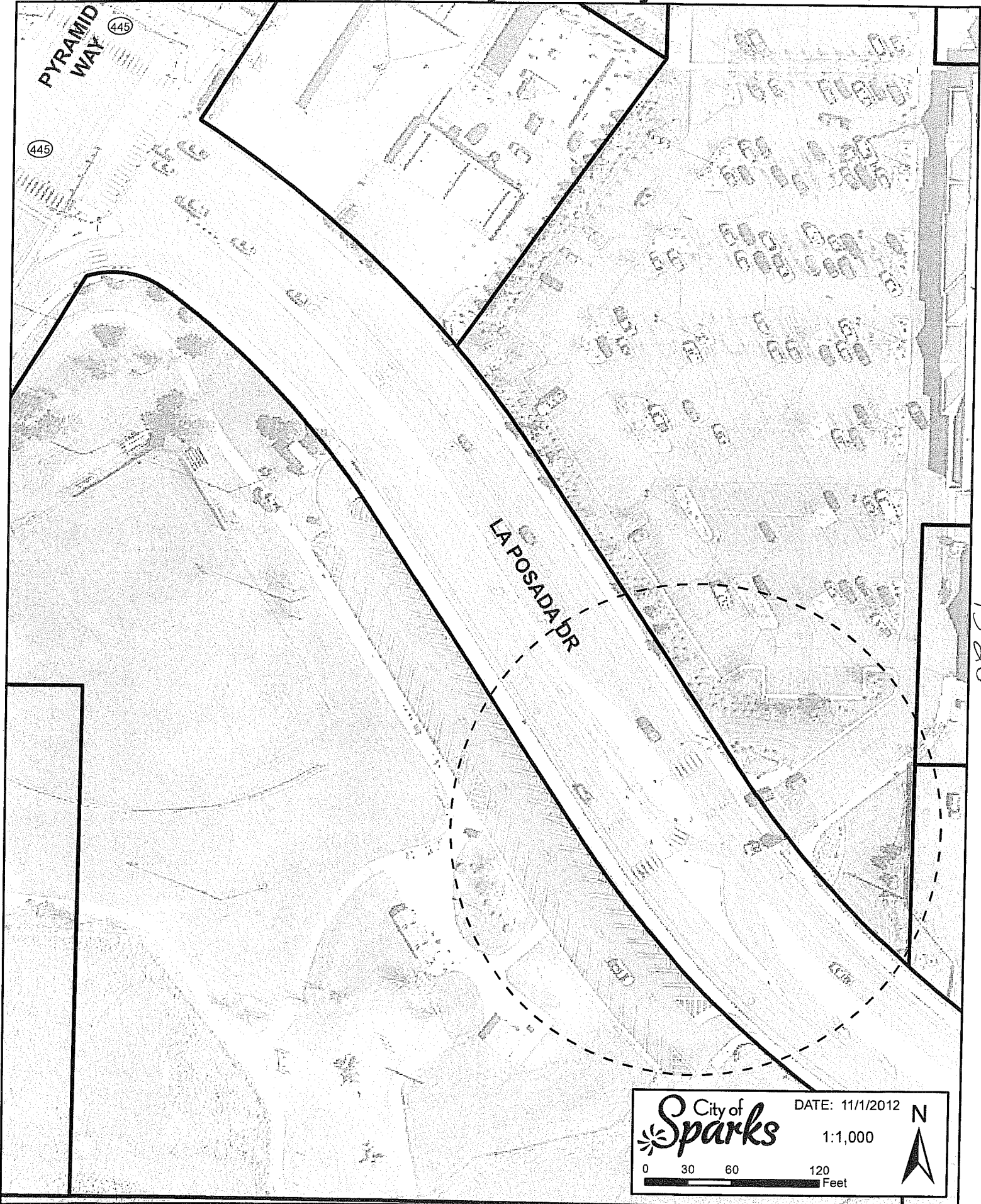
City of Sparks
DATE: 11/1/2012
1:1,000
0 30 60 120 Feet
N

EXHIBIT "B" - Pyramid Way and La Posada



City of Sparks
DATE: 11/1/2012
1:1,000
0 30 60 120 Feet
N

EXHIBIT "C" - 850 FT East of Pyramid Way and La Posada



City of Sparks
DATE: 11/1/2012
1:1,000
0 30 60 120 Feet
N