

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

TUESDAY

10:00 A.M.

MARCH 13, 2012

PRESENT:

Robert Larkin, Chairman
Bonnie Weber, Vice Chairperson*
John Breternitz, Commissioner
Kitty Jung, Commissioner
David Humke, 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 Clerk called the roll and the Board conducted the following business:

12-207 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.”

***10:02 a.m.** Commissioner Weber arrived.

James Kozera spoke about the funding for Senior Services and his concerns about that funding being reduced.

Sam Dehne discussed fire services and the upcoming dismantling of those services. He voiced his concerns about the proposed reduction in Senior Services funding and urged the Board to maintain the Adult Daybreak program.

12-208 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, announced that Agenda Item 6E(2) would be pulled from the agenda. She stated that closed sessions were needed for the Board of County Commissioners, the Truckee Meadows Fire Protection District (TMFPD) and the Sierra Fire Protection District (SFPD).

Commissioner Weber said she recently attended the National Association of Counties (NACo) Legislative Conference in Washington D.C. and met with Senate Majority Leader Harry Reid. She said that Senator Reid shared with the members that it was important for elected officials to go to Washington D.C. and have conversations with their congressional leaders. She distributed *Responding to the New Realities: Case Studies in County Governance*, which was distributed at the NACo Conference and recognized Washoe County. She said the report described how a select group of counties were in the process of making structural changes in order to better face current and future challenges. Commissioner Weber placed the report on file with the Clerk.

Commissioner Jung suggested honoring the crew from the Regional Aviation Enforcement (RAVEN) that assisted in locating a missing three-year old child near Winnemucca. Based on an idea initiated from the United States Postal Services, she requested an agenda item to have a “sit-down” with colleagues from the Cities of Reno and Sparks in an effort to calm the “in-fighting” experienced between the entities. Commissioner Jung felt that recognition would also be appropriate to acknowledge the University of Nevada (UNR) mascot “Wolfie Jr.” for being selected “Mascot of the Year,” based on Facebook® votes and the Veteran’s Guest House for winning \$25,000 from the Home Depot Foundation and now in the running to win \$250,000 from that Foundation. She also wished to honor Reno resident Whitney Myer, a recent contestant on the television show “The Voice.”

***10:12 a.m.** Commissioner Humke arrived.

12-209 AGENDA ITEM 5 - PROCLAMATION

Agenda Subject: “Proclamation--March 2012 as Professional Social Work Month--Social Services. (All Commission Districts.)”

Commissioner Jung read and presented the Proclamation to Kevin Schiller, Social Services Director. Mr. Schiller recognized all the social workers in the community. He explained that social workers enter high-risk areas and put their lives on the line to help others. He thanked the Board for their recognition and for the support they provided. He invited the social workers who were present to introduce themselves to the Board.

In response to the call for public comment, Sam Dehne commented on the Proclamation.

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

CONSENT AGENDA

12-210 AGENDA ITEM 6A

Agenda Subject: “Approve minutes for the Board of County Commissioners’ Joint Meeting of February 6, 2012 and Regular Meeting of February 14, 2012.”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 6A be approved.

12-211 AGENDA ITEM 6B – JUVENILE SERVICES

Agenda Subject: “Accept Fiscal Year 2009 and Fiscal Year 2010 Office of Juvenile Justice and Delinquency Prevention Juvenile Accountability Block Grant [accrued interest \$350.37] from the Nevada Juvenile Justice Commission; and if accepted, direct Finance Department to make necessary budget adjustments. (All Commission Districts.)”

Commissioner Humke disclosed that he served on the Nevada Juvenile Justice Commission.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 6B be accepted and directed.

12-212 AGENDA ITEM 6C(1) – COMMUNITY SERVICES

Agenda Subject: “Accept Grant from the U.S. Forest Service [\$30,214.31, with no County match] for Fiscal Year 2011/2012 for the benefit of Public Roads within Washoe County; and if accepted, direct the Finance Department to make the appropriate budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 6C(1) be accepted and directed.

12-213 AGENDA ITEM 6C(2) – COMMUNITY SERVICES

Agenda Subject: “Acknowledge Emergency Award of Bid for the Verdi Library Nature Center Water Damage project to GuiDenby, Inc. [\$31,933 - Washoe County Insurance Claim #2012188]. (Commission District 5.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 6C(2) be acknowledged.

12-214 AGENDA ITEM 6D(1) – DISTRICT COURT

Agenda Subject: “Acknowledge grant award [\$5,850, no County or Court match required] effective Fiscal Year 2011-12 from the Alliance with the Washoe County Medical Society to support the Second Judicial District Court, Department One, Kid’s Court/Ask an Inmate Program and direct Finance Department 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 Breternitz, which motion duly carried, it was ordered that Agenda Item 6D(1) be acknowledged and directed.

12-215 AGENDA ITEM 6D(2) – DISTRICT COURT

Agenda Subject: “Acknowledge Project Agreement to accept direct grant award from the Office of Traffic Safety [\$35,000 with in-kind match required] for one year retroactive from October 1, 2011 to September 30, 2012, to maintain the minimum funding necessary to support the Coordinator position for the Felony DUI Court; 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 Breternitz, which motion duly carried, it was ordered that Agenda Item 6D(2) be acknowledged and authorized.

12-216 AGENDA ITEM 6D(3) - DISTRICT COURT

Agenda Subject: “Approve appointment of Lynne Simons and Clay Brust to serve as attorney members on the Law Library Board of Trustees for a two-year term from January 2012 through December 2013. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Lynne Simons and Clay Brust be appointed to serve as attorney members on the Law Library Board of Trustees for a two-year term from January 2012 through December 2013.

12-217 AGENDA ITEM 6E(1) – EMERGENCY MANAGEMENT

Agenda Subject: “Approve a request to obtain bid proposals on behalf of the Washoe County Office of Emergency and Homeland Security for a technology upgrade of the Regional Emergency Operations Center (REOC) funded by a 100% federally-funded Department of Homeland Security (DHS) grant which has already been accepted by the Board, with no impact on the General Fund; and upon approval, direct the Purchasing Department to begin the bid process. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 6E(1) be approved and directed.

BLOCK VOTE

The following agenda items were consolidated and voted on in a block vote: Agenda Items 12, 13, 14, 15 and 16.

12-218 AGENDA ITEM 12 – COMMUNITY SERVICES/PUBLIC WORKS

Agenda Subject: “Recommendation to authorize Public Works Department to bid the “Air Quality and County Clerk move” projects [estimated at \$100,000 each - Capital Improvement Fund]. (Commission District 3.)”

There was no public comment on this item.

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

12-219 AGENDA ITEM 13 - FINANCE

Agenda Subject: “Recommendation to approve a resolution setting a public hearing for April 10, 2012, indicating the intent of Washoe County to hold a public hearing on the refunding by the University of California of economic development revenue bonds previously issued by Washoe County to finance the costs of the acquisition,

construction and equipping the Tahoe Center for Environmental Sciences for Sierra Nevada College. (All Commission Districts.)”

Katy Simon, County Manager, said these bonds were originally issued in 2005. She noted that Economic Development Revenue Bonds were not an obligation of Washoe County and were a provision in Statute that gave local governments the authority to allow their bond rating and advantageous municipal bond opportunities to be used for economic development purposes. This was a refunding of those bonds and not an obligation of Washoe County citizens or Washoe County government.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 13 be approved. The Resolution for same is attached hereto and made a part of the minutes thereof.

12-220 AGENDA ITEM 14 - FINANCE

Agenda Subject: “Recommendation to approve the retention of Kafoury, Armstrong & Company to perform County-wide Independent Audit Services for Washoe County [\$135,000], Truckee Meadows Fire Protection District [\$22,000], and Sierra Fire Protection District [\$25,000] for Fiscal Year 2011/12, [total amount \$182,000] pursuant to the engagement letters for same dated February 16, 2012. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 14 be approved.

12-221 AGENDA ITEM 15 – TECHNOLOGY SERVICES

Agenda Subject: “Recommendation to award Bid No. 2807-12 for Technical Support Services Personnel to Computer Technical Services, Inc. (CTS); and if awarded, authorize the Purchasing and Contracts Manager to execute an agreement with CTS for a term of one year commencing in Fiscal Year 2011/12 with the provision for two successive annual renewal options, at the contracted rate of \$27.50 per hour [estimated annual amount \$175,000.] (All Commission Districts.)”

Katy Simon, County Manager, indicated this was a one-year agreement to fill in staff on a non-permanent basis to assist in the installation of computer equipment. She noted that the bid was provided in the newspaper and on online at www.demandstar.com.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 15 awarded, authorized and executed.

12-222 AGENDA ITEM 16 – DISTRICT ATTORNEY

Agenda Subject: “Recommendation to approve Intrastate Interlocal Contract between the State of Nevada Acting through the Nevada Department of Health and Human Services, Division of Welfare and Supportive Services and Washoe County for the period July 1, 2012 to June 30, 2015, with a 2-year renewal option, for the purpose of providing child support establishment and enforcement services in Washoe County on cases that do not involve state administered public assistance to one of the parents. (All Commission Districts.)”

Katy Simon, County Manager, explained that this was a renewal. She stated that the District Attorney’s Office had been providing the service of child support enforcement for clients of public assistance and then turning the money over to the State. She replied it was more appropriate for the State to be handling that since they would receive the revenue. She said this agreement explained that arrangement.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 16 be approved. The Intrastate Interlocal Contract for same is attached hereto and made a part of the minutes thereof.

12-223 AGENDA ITEM 9 - APPEARANCE

Agenda Subject: “Jeff Lerud, Nevada Department of Transportation, Project Manager, and Matt Franz, Granite Construction, Deputy Project Manager. Presentation regarding I-80 Design Build Project and traffic control update.”

Kathleen Taylor, Public Information Manager, Nevada Department of Transportation (NDOT), and Matt Franz, Granite Construction, Deputy Project Manager, conducted a PowerPoint presentation, which was placed on file with the Clerk. The presentation provided a project update, a review of the 2011 accomplishments, a review of 2012 construction and addressed concerns.

Commissioner Jung inquired on the sound wall treatments and if those sound walls were required by law to mitigate freeway noise. Mr. Franz replied there would not be any new sound walls and explained that the treatments addressed the aesthetics.

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

Agenda Subject: “Lisa Schettler, P.E., Principal Operations & ITS Engineer, Traffic Operations Division, Nevada Department of Transportation (NDOT). Presentation on the “Wind Warning Study for US 395 and I-580 in Washoe and Pleasant Valleys” and the letter sent to NDOT Director Susan Martinovich. (Commission District 2.)”

Lisa Schettler, P.E., Principal Operations & ITS Engineer, Traffic Operations Division, Nevada Department of Transportation (NDOT), conducted a PowerPoint presentation, which was placed on file with the Clerk. The presentation highlighted the existing automated system, reasons for a new study, goals of the study, main findings and recommendations, and the proposed wind thresholds.

Commissioner Humke asked about improvements for Eastlake Boulevard since that was the secondary route when Highway 395 was closed due to high winds. According to the Wind Study, Ms. Schettler said improvements would be needed to Eastlake Boulevard in order to handle the truck traffic since it currently did not meet NDOT design standards for that type of traffic. Commissioner Humke asked if NDOT selected Eastlake Boulevard to be the secondary route. Ms. Schettler replied that Eastlake Boulevard was a County road so NDOT did not have control over that road. She said Bowers Mansion Road, or State Route (SR) 429 was a State route and, due to the data in the report, NDOT could surmise that the winds were as strong on that road as on Highway 395. Commissioner Humke clarified that NDOT did not direct motorists one way or another. Ms. Schettler stated that was correct and indicated where the prohibition signs advising motorists of road closures would be located. Commissioner Humke inquired on mitigation for traffic on Eastlake Boulevard or onto SR 429. Ms. Schettler explained that NDOT currently did not have any mitigation, but could work with the County to review the types of winds that were received in that portion of the valley.

Commissioner Humke said the wind level standards on the new Interstate 580 were lower than the flat areas in the valley. Due to those high winds, he said that portion would be closed more frequently than Highway 395. He asked if the traffic would be directed to the existing portion of Highway 395 that went through Pleasant Valley. Ms. Schettler stated that was correct. Commissioner Humke asked if NDOT proposed to abandon that stretch of Highway 395 and make that portion a County road. Ms. Schettler stated that she had not heard that proposal.

Thor Dyson, NDOT District Engineer, explained there had been previous discussions when construction was completed of the new freeway alignment that the County would accept Old 395 as a transfer, which would be called SR 430. In the last five to six years, he said there had been no further discussions and felt that now the County would not be willing to obtain that section of road. Commissioner Humke asked if NDOT would continue to devote resources to keep that portion of the road maintained and could assurance be given that NDOT would not diminish maintenance on SR 430. Mr. Dyson clarified that NDOT was not receiving additional staff to maintain the new

freeway alignment. He was directing his staff to re-strategize and review how things could be done differently for maintenance. He said NDOT was becoming more efficient and was in the process of obtaining equipment that would clear two lanes of traffic with a snow plow as opposed to one lane. As far as maintenance and snow removal, the priority would be the new freeway since it was a major interstate.

Commissioner Humke asked when the new freeway segment was anticipated to open. Mr. Dyson replied that the opening was weather dependant, but the tentative time frame was anticipated to be between July 4, 2012 and August 1, 2012. He said the project would not be completed because certain ramps still needed to be constructed and felt those should be completed near September. Commissioner Humke asked if that would be a “soft opening.” Mr. Dyson stated that was correct. He said there would be an event where bicycles, skateboards, rollerblades, strollers, etc., would be allowed on the new freeway portion prior to opening of traffic.

Mike Fuess, NDOT District II Traffic Engineer, explained that the Planning Commission was re-numbering and re-mile posting the routes. He indicated that SR 429 would begin at the Carson City line and continue to Patriot Boulevard. He said SR 430 would begin at McCarran Boulevard and move north to the Panther Valley interchange.

Commissioner Jung asked if the prohibition of the roads was self-patrolled when they were closed or was there any type of enforcement. Mr. Dyson replied when the signs stated “not advised” that would be considered a soft closure. He said when there were prohibitions in place and resources available, the Nevada Highway Patrol (NHP) would monitor that area. Commissioner Jung asked if the penalties were more severe when a motorist ignored the signs and caused an accident. Mr. Dyson believed so, but did not know the specifics. Mr. Fuess stated there were no additional penalties in the form of a ticket, but they would be liable on their insurance.

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

12-225 AGENDA ITEM 11 – COMMUNITY SERVICES/COMMUNITY DEVELOPMENT

Agenda Subject: “Development Code Amendment Case Number DCA10-007 - Introduction and first reading of an Ordinance amending Washoe County Development Code (WCC Chapter 110) Articles 302 (Allowed Uses), 304 (Use Classification System), 322 (Group Care Facilities) and 902 (Definitions) to add new definitions required by AB 544 of the 2011 Nevada Legislature, and clarify which types of group homes are to be classified and treated as single family residences, and which types are to be classified and treated as civic use facilities under the Nevada Group Home Law (NRS 278.0238 through NRS 278.02388); the federal fair housing amendments acts (42 U.S.C. 3600 – 3631) and a federal court case in 2008; and providing for other matters properly relating thereto; and if approved, set the

public hearing and second reading of the Ordinance for March 27, 2012 at 6:00 p.m. (All Commission Districts.)”

Nancy Parent, Chief Deputy Clerk, read the title for Bill No. 1666.

Bill No. 1666, entitled, "**AN ORDINANCE AMENDING WASHOE COUNTY DEVELOPMENT CODE (WCC CHAPTER 110) ARTICLES 302 (ALLOWED USES), 304 (USE CLASSIFICATION SYSTEM), 322 (GROUP CARE FACILITIES), AND 902 (DEFINITIONS) TO ADD NEW DEFINITIONS REQUIRED BY AB 544 OF THE 2011 NEVADA LEGISLATURE, AND CLARIFY WHICH TYPES OF GROUP HOMES ARE TO BE CLASSIFIED AND PROVIDED WITH ALL THE SAME ALLOWED USES AS SINGLE FAMILY RESIDENCES, AND WHICH TYPES ARE TO BE CLASSIFIED AND TREATED AS CIVIC USE FACILITIES UNDER THE NEVADA GROUP HOME LAW (NRS 278.0238 THROUGH NRS 278.02388); THE FEDERAL FAIR HOUSING AMENDMENTS ACT (42 U.S.C. 3600 – 3631) AND A FEDERAL COURT CASE IN 2008; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO,**" was introduced by Commissioner Breternitz, and legal notice for final action of adoption was directed. It was noted that the public hearing and second reading of the Ordinance be set for March 27, 2012 at 6:00 p.m.

11:07 a.m. The Board convened as the Truckee Meadows Fire Protection District (TMFPD) Board of Fire Commissioners.

11:27 a.m. The Board remained convened as the TMFPD Board of Fire Commissioners and also convened as the Sierra Fire Protection District (SFPD) Board of Fire Commissioners.

12-226 AGENDA ITEM 23 – CLOSED SESSION

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

11:55 a.m. On motion by Commissioner Jung, seconded by Commissioner Weber, which motion duly carried, it was ordered that the meeting recess to a closed session for the purpose of discussing labor negotiations with Washoe County, Truckee Meadows Fire Protection District and the Sierra Fire Protection District per NRS 288.220.

1:35 p.m. The Board reconvened as the TMFPD Board of Fire Commissioners with all members present.

3:02 p.m. The Board adjourned as the TMFPD Board of Fire Commissioners and reconvened as the SFPD Board of Fire Commissioners.

3:13 p.m. The Board adjourned as the SFPD Board of Fire Commissioners and reconvened as the Board of County Commissioners.

12-227 **AGENDA ITEM 17 – DISTRICT ATTORNEY**

Agenda Subject: “Recommendation to approve a Resolution approving a change to the voting structure of the Board of Directors of the Truckee River Flood Management Authority, and urging the Authority to expend funds and take actions to assure that an environmental impact statement for the Truckee River Flood Management Project is completed and other matters properly related thereto; and if approved, authorize Chairman to execute First Amendment to Interlocal Cooperative Agreement (Truckee River Flood Management Project) between Washoe County, City of Reno and City of Sparks. (All Commission Districts.)”

Paul Lipparelli, Legal Counsel, explained that the Board had been asked to attempt to break a logjam occurring at the Truckee River Flood Management Authority (TRFMA). One way would be to initiate the process of amending the Interlocal Agreement that governed that Board and change the voting structure from the current structure, which required a unanimous vote of the members present, to a majority vote. He indicated that the recital in the resolution described some problems resulting from the stagnation at the TRFMA Board of Directors level, including the inability to make a decision on hiring a director and the inability to make a decision on hiring a finance director, which were necessary to keep the process with the Army Corps of Engineers (Corps) moving forward including funding for the remaining portions of the environmental impact study. He said it was not a matter of the TRFMA Board failing once or twice, but failing repeatedly. Mr. Lipparelli said it was becoming imperative for the County because of the County’s statutory duties concerning the sales tax revenues that funded the local portion of the project. Those revenues came to the County and could only be spent, according to law, on the Flood Project and, in certain ways, consistent with the adopted Regional Plan approach to the Flood Project. It was the opinion of the District Attorney’s (DA) Office that it would be a potential violation of the County’s statutory duties, with regard to those tax revenues, to transfer money or assets to TRFMA until the County was assured that once those assets were in the possession of TRFMA, they could be adequately managed. He said without a director or a finance director, TRFMA lacked the ability to make commitments and to have persons accountable for what happened to the resources, which lead to the stagnation in the progress of the project.

Mr. Lipparelli said the resolution included an addendum, which would be the first addendum to the Cooperative Agreement and would set in motion the process to change the voting structure.

Chairman Larkin explained that the Interlocal Agreement was established under the Joint Powers Agreement (JPA) and as part of that requirement, asked if it took the parent bodies of the JPA to amend the JPA since the agency itself could not amend their own rules. Mr. Lipparelli stated that was correct. He said the JPA Interlocal

Agreement reserves certain rights for the parent organizations, which included making changes to the JPA Agreement and what was necessary to change the voting structure of the TRFMA Board of Directors. Having been a member of the Flood Project Coordinating Committee (FPCC) and a founding member of the TRFMA, Chairman Larkin said it was envisioned that the voting structure would need to be modified as additional members were added. Mr. Lipparelli felt that was correct. He said the voting structure was not proposed by staff to be a unanimous structure and was a decision made toward the end of the process. In the private sector, he said there were a number of provisions installed in charter documents for partnerships, corporations and associations that were aimed at preventing this type of deadlock because the law did not like to see waste take place due to deadlocks. Chairman Larkin stated that the proposed resolution did not contemplate any change in the number, kind of members or their parent organization only in the number it took to achieve a majority vote. Mr. Lipparelli remarked that was correct. He said page two of the addendum, section 3.05B, a table of all the proposed actions, proposed the voting requirement for each of those types of actions. He said this did not add or delete any type of actions or add or delete the number of members of the JHPA, it merely removed the unanimous voting requirement at the Board of Directors level.

Katy Simon, County Manager, added that the proposed voting structure outlined in the addendum was the voting structure for TRFMA that had been approved by all the entities to occur at a future time.

In the past, Chairman Larkin said the Board of County Commissioners (BCC) had entered into an agreement with the FPCC that would honor any votes that came out of the FPCC. He said when TRFMA was finalized and stood up, the FPCC ceased to exist as a body, so there had not been any recommendations and the BCC was not restricted or held to that standard that was entered into under the Memorandum of Understanding (MOU). He said TRFMA had not taken a position on this and the discussion was initiated due to the fiduciary responsibilities that the BCC had with the one-eighth cents sales tax. Mr. Lipparelli stated that was all correct.

Commissioner Humke stated that this appeared the way to move forward and was the best time since the unanimous requirement was problematic. He said projects needed to move forward and show the Corps that the region was for real.

Commissioner Jung supported the majority rule voting. She said in the beginning the unanimous vote served a purpose, but they were now at a crucial point and noted during the last TRFMA meeting not one item on the agenda was approved.

Acting TRFMA Director Jay Aldean said the goal of every director was to foster consensus with every Board decision. He said if that could be accomplished then an amount of support would be developed in moving forward. This County recognized individuality, and he felt that if there was a board of more than one there would be as many opinions. He said that the unanimity principle used by the FPCC was valid at the time, but the TRFMA was in for some difficult decisions. He was in favor of anything

that would facilitate the decision process of TRFMA and appreciated the effort of the County Manager to put the resolution forward.

There was no public comment on this item.

On motion by Commissioner Humke, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 17 be approved, authorized and executed. The Resolution for same is attached hereto and made a part of the minutes thereof.

12-228 AGENDA ITEM 18 - FINANCE

Agenda Subject: “Discussion and possible action on: (1) The organization of the Truckee River Flood Management Authority (TRFMA); (2) the timing and method of transfer to TRFMA of funds (approximately \$25 million), property (approximately \$30 million), and contracts acquired by the County with proceeds of the Flood Infrastructure Tax for the Truckee River Flood Management Project and held by County; (3) what kind of services the County will provide to TRFMA after asset transfer; (4) possible approval of an Interlocal Agreement (TRFMA Assets and Services) between Washoe County and TRFMA (i) identifying assets to be transferred and establishing details and procedures, and (ii) agreeing to provide human resources, information technology, telecommunications and equipment maintenance services to TRFMA and the fees and charges for those services; (5) removing \$4 million from funds placed in escrow for the possible purchase of a portion of the UNR Farm property from the Board of Regents of the University of Nevada and pay the funds to the TRFMA; and (6) authorizing the Chairman to execute all requests and orders to transfer funds; all deeds, bills of sale and documents to accomplish the transfer of funds and property and the assignment/novation of contract rights and obligations. (All Commission Districts.)”

Katy Simon, County Manager, stated this was the Interlocal Agreement between the Truckee River Flood Management Authority (TRFMA) and the County to allow for the transfer of assets. She said the Interlocal Agreement was before the TRFMA last week, but was not approved. She explained it would not be fruitful for the Board to approve this; however, it provided the Board the opportunity to have discussions. Ms. Simon stated there were certain fiduciary problems that occurred when the recipient Board could not or did not take action. She was concerned because of the absence of an Executive Director, the person that ensured accountability for the appropriate management of those assets. She recommended the Board not take any action on this item, but welcomed the Board’s discussion and questions.

Commissioner Jung commended the staff on the concise staff report.

Sheri Mendez, Finance Director, indicated that a letter was received from TRFMA requesting the money be transferred to them. She asked the Board to recommend that the County not transfer the money until the internal control structure

could manage those funds and until the conditions of the Interlocal Agreement had been satisfied.

There was no public comment on this item.

Commissioner Breternitz voiced his concerns about the voting structure and the ability to spend the money instead of having the funds stay in an account. He said the executed agreement and a voting procedure in place would allow for the process to move forward and break the logjam.

On motion by Commissioner Breternitz, seconded by Commissioner Humke, which motion duly carried, it was ordered that the approval of the Interlocal Agreement be tabled and considered when the TRFMA had approved, executed and delivered agreements substantially similar to the attached or offered to enter into another contract regarding the transfer of the funds, property and contracts and an Executive Director had been appointed by the TRFMA who was established as a signatory on the relevant bank and investments accounts and had assumed the powers and responsibilities established Authority Resolution 2011-3.

12-229 AGENDA ITEM 19 - TREASURER

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

The Board was given a written report by Tammi Davis, Washoe County Treasurer.

Chairman Larkin said the \$12 million paid to date was out of the \$40 million owed. He asked if that was the total for the entire County including the subdivisions. Katy Simon, County Manager, stated that was correct.

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

12-230 AGENDA ITEM 20 - MANAGER

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

Cory Cassazza, Information Technology (IT) Manager and Team Leader, reported that the agenda setting had occurred for the March 19, 2012 meeting. He said the Washoe County School District was now involved with the agenda setting and noted that there were new representatives from the County and the City of Reno. He said written updates would now be provided during Shared Services meetings.

At the upcoming meeting, Mr. Cassazza said there would be an update by the Regional Planning Committee and updates on IT, Purchasing, Human Resources and the permitting process.

Commissioner Breternitz said it was important to include the School District and the City of Sparks. He would request those entities appoint official members to the Shared Services Committee to have discussions related to items of their choosing. He asked why the discussion of regionalization of fire was placed on the agenda. Mr. Cassazza replied that had been on previous agendas and staff felt it could not be removed without the authorization of the Committee. During the upcoming Shared Services Committee meeting staff would request action to remove that item from future agendas.

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

12-231 AGENDA ITEM 21 – WORK CARD

Agenda Subject: “The Washoe County Commission will adjourn from the Commission Chambers and reconvene in the County Commission Caucus Room (1001 E. 9th Street, Building A, 2nd Floor, Reno) to consider the work card permit appeal for Shawn Beaman. The HEARING will be a CLOSED SESSION to discuss the applicant’s character or other matters under NRS 241.030(1). Following the Closed Session, the Commission will return to open session in the Commission Chambers to take action on the appeal and finish the remainder of the March 13, 2012 Board Agenda.”

3:41 p.m. On motion by Commissioner Humke, seconded by Commissioner Jung, which motion duly carried, it was ordered that the Board recess to a Closed Session to consider the work card permit appeal for Shawn Beaman pursuant to NRS 241.030(1).

4:53 p.m. The Board reconvened in open session with all members present.

On motion by Commissioner Humke, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that the work card permit appeal for Shawn Beaman be denied.

Paul Lipparelli, Legal Counsel, explained that the applicant could challenge the decision through judicial action within 30 days of receipt of the written decision by the Board.

12-232 AGENDA ITEM 22 – REPORTS AND UPDATES

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

Commissioner Weber said there was a Regional Transportation Commission (RTC) meeting scheduled for March 16, 2012, a Reno-Sparks Convention and Visitors Authority (RSCVA) meeting scheduled for the following week, a Nevada Association of Counties (NACO) Board meeting scheduled for March 29 and 30, 2012 and a Virginia City – Truckee (V&T) Railroad meeting scheduled for April 2, 2012. She

reported that she had spoken to the Chairman of the Nevadaworks Board and was informed there was discussion for that Board to be eliminated.

Commissioner Humke said the RSCVA Finance Committee meeting was scheduled for March 14, 2012. He served on the NACO Legislative Committee and noted that NACO staff stated there was another legislative initiative at the State Legislature level for public service individuals to not have their property ownership or other evidence of their residential addresses be a matter of public record. He stated that Bill Draft Requests (BDR's) went to NACO, and he suggested if a county chose not to forward any BDR's to possibly pool those for another county or NACO.

Commissioner Jung said that the Washoe County Action Committee's for Health Innovation and Environmental Change had established a Food Policy Council that would be the first Food Policy Council in the State. She said the Joint Fire Advisory Board (JFAB) and the Shared Services Elected Officials Committee were scheduled to meet on March 19, 2012. On March 15, 2012, she said the Regional Job Network would meet and State Treasurer Kate Marshall was scheduled to speak on the investment portfolio. She requested during joint meetings to intersperse the Washoe County School Board Trustees with the Councils and Board members and involve them with the agenda setting process.

Commissioner Breternitz reported that the Tahoe Regional Planning Agency (TRPA) meeting would be cancelled to allow time for issues to be resolved related to the Regional Plan update. He said he had made a request at TRPA for a bifurcation of the Regional Plan for the Local Plan area that included Crystal Bay and Kings Beach.

Chairman Larkin said on March 20, 2012 the Mayors from the Cities of Reno and Sparks and himself would meet to set a joint meeting as well as the agenda for that meeting. He said the Regional Planning Commission (RPC) would host a public meeting on March 14, 2012 to discuss updates on the Regional Plan and the Truckee Meadows Water Authority (TMWA) was scheduled to meet on March 21, 2012.

12-233 AGENDA ITEM 23 – PUBLIC COMMENT

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

There was no response to the call for public comment.

COMMUNICATIONS

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

- 12-234** Fully executed termination of a local emergency that existed by a proclamation set forth by the County Manager on the 19th day of January 2012, as a result of conditions of extreme peril to the safety of persons and property caused by the conditions of extreme wind, severe weather, fire, heavy smoke, disruption of utility services, and other related events in the western and southerly areas of Washoe County.
- 12-235** Fully executed termination of a local emergency that existed by a proclamation set forth by the County Manager on the 18th day of November 2011, as a result of conditions of extreme peril to the safety of persons and property caused by the Caughlin Fire.
- 12-236** Summary of all claims made against the Truckee Meadows Fire Protection District or the Sierra Fire Protection District for tortious conduct for the calendar year 2011.
- 12-237** Summary of all claims made against the South Truckee Meadows General Improvement District for tortious conduct for the calendar year 2011.
- 12-238** Summary of all claims made against the Nevada Tahoe Conservation District for tortious conduct for the calendar year 2011.
- 12-239** Summary of all claims made against Washoe County for tortious conduct for the calendar year 2011.
- 12-240** Copy of a fully executed signature page from the Joint Meeting between the Washoe County Board of County Commissioners, The Reno City Council, the Sparks City Council and the Washoe County School District Board of Trustees that was held on May 2, 2011.
- 12-241** Fully executed Contract No. 3465, Project Nos. SPSR-0341(020) and SPSR-0341(021), on SR 341, Virginia City Road, from the Storey/Washoe County Line to the Junction of Toll Road and on SR 314, Virginia City Road, from 0.02 Miles South of D Street to the Storey/Washoe County Line, Washoe and Storey Counties, Sierra Nevada Construction, Inc., Contractor.
- 12-242** Fully executed Contract No. 3471, Project No. SI-0028(007), on SR 28 at the Intersection of Mount Rose Highway (SR 431), Washoe County, Q&D Construction, Inc., Contractor.

12-243 Fully executed Local Emergency Planning Committee (LEPC) Grant Program Contract between Washoe County and the City of Reno, on behalf of the Reno Police Department. (BCC meeting of June 28, 2011, Agenda Item 9J(2)).

QUARTERLY FINANCIAL STATEMENTS

12-244 Office of the Constable – Incline Village/Crystal Bay Township.

12-245 Washoe County School District’s Quarterly Report for the Second Quarter of FY 2011/12 ending December 31, 2011.

* * * * *

5:06 p.m. There being no further business to discuss, on motion by Commissioner Humke, seconded by Commissioner Jung, which motion duly carried, the meeting was adjourned.

ROBERT M. LARKIN, Chairman
Washoe County Commission

ATTEST:

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

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

RESOLUTION NO. _____

A RESOLUTION ESTABLISHING THE TIME AND PLACE FOR A PUBLIC HEARING
AND PROVIDING FOR THE FORM OF NOTICE THEREOF CONCERNING THE
ISSUANCE OF BONDS FOR SIERRA NEVADA COLLEGE BY THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

WHEREAS, The Regents of the University of California ("The Regents") is authorized to issue bonds, commercial paper and other forms of indebtedness in a maximum aggregate outstanding principal amount not to exceed \$11,500,000 (the "Bonds") in one or more series, from time to time, pursuant to a plan of financing to finance or refinance an educational facility (the "Facility") located on the campus of Sierra Nevada College, a Nevada non-profit corporation (the "Corporation"); and

WHEREAS, the Facility will be jointly used by The Regents and the Corporation;
and

WHEREAS, pursuant to Section 147(f) of the Internal Revenue Code of 1986 (the "Code"), prior to their issuance, the Bonds are required to be approved by the "applicable elected representative" of the governmental unit having jurisdiction over the entire area in which any facility financed by the Bonds is to be located, after a public hearing held following reasonable public notice; and

WHEREAS, the Facility is located within the territorial limits of Washoe County, Nevada (the "County"); and

WHEREAS, the members of the Board of County Commissioners of Washoe County, Nevada (the "Board") are the applicable elected representatives of the County.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF WASHOE, NEVADA:

Section 1. The above recitals are true and correct.

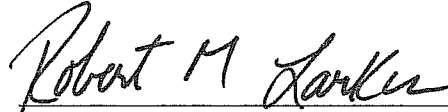
Section 2. The Board sets the time and place for a public hearing concerning the issuance of the Bonds by The Regents for 6:00 p.m., on Tuesday, the 10th day of April, 2012 during the regularly scheduled meeting of the Board on that date.

Section 3. The Board shall cause to be published, at least 14 days prior to the date of such hearing, in a newspaper of general circulation within the County, a notice that a public hearing regarding the Bonds will be held, in the form attached hereto as Exhibit A.

Section 4. The officers of the County are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution.

Section 5. The Board has determined, and does hereby declare, that this resolution shall become effective and be in force immediately upon its adoption.

PASSED AND APPROVED March 13, 2012.



Chairman
Board of County Commissioners
Washoe County, Nevada

(SEAL)

Attest:

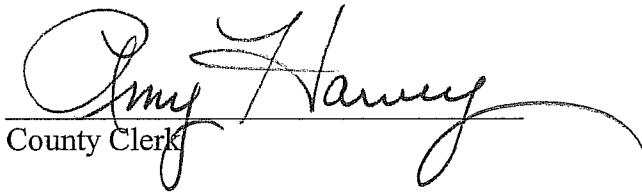

County Clerk

EXHIBIT A

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing will be held by the Board of County Commissioners of Washoe County, Nevada (the "Board") on Tuesday, April 10, 2012, at 6:00 p.m., or as soon thereafter as it may be heard, at the Washoe County Administration Complex, 1001 East Ninth Street, Reno, Nevada for the purpose of considering the proposed plan of financing for the issuance by The Regents of the University of California ("The Regents") of bonds, notes, commercial paper or other form of tax-exempt obligations issued in one or more series, from time to time, in an aggregate principal amount not to exceed \$11,500,000 (the "Bonds") for the purpose of financing or refinancing the following educational facility (the "Project"):

An approximately 27,786 gross square foot building used for laboratory, research, classroom, public outreach and related offices. Such facilities will be owned and operated by The Regents of the University of California and used in part by Sierra Nevada College, and are located at 291 Country Club Drive, Incline Village, Nevada 89451.

All interested persons are invited to attend the public hearing, which will be the only public hearing held by the County prior to the consideration by the Board of a resolution approving the issuance of the Bonds. Persons wishing to submit written comments in lieu of or in addition to speaking at the public hearing should submit such comments to the Board not later than the time of the public hearing. By order of the Board of County Commissioners of Washoe County, Nevada this March 16, 2012.

/s/ Amy Harvey, County Clerk

INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

Nevada Department of Health and Human Services
Division of Welfare and Supportive Services
1470 College Parkway
Carson City, NV 89706

And

Washoe County District Attorney, Child Support Division
1 South Sierra Street
Reno, NV 89501

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

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

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

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. **DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. **CONTRACT TERM.** This Contract shall be effective: **July 1, 2012 subject to Board of Examiners' approval (anticipated to be June 12, 2012) to June 30, 2015, with the option to renew for an additional two (2) year period,** unless sooner terminated by either party as set forth in this Contract.
4. **TERMINATION.** The Contract may be terminated or not renewed by either party prior to the date set forth in paragraph (3), pursuant to NRS 425.375(2). Each party remains fully responsible for their performance under the terms of this contract during that time period. The parties expressly agree that this contract may be terminated immediately if for any reason DWSS, State and/or Federal funding ability to satisfy this Contract is withdrawn, limited, or impaired. All property purchased partially or fully with CSEP federal funds as indicated on the most recent inventory plus purchases in the interim time period will be disposed of in full compliance with federal laws, rules and regulations.
5. **NOTICE.** All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.
6. **INCORPORATED DOCUMENTS.** The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

Attachment A	Scope of Work
Attachment B	Budget and Reimbursement Schedule
Attachment C	Penalty/Notice/Appeal Process
Attachment D	Draft Policy Development, Procedures or Forms Appeal Process
Attachment E	Incentive Payments
Attachment F	Case Responsibilities
Attachment G	Indirect Cost Rate
Attachment H	Safeguarding Federal Tax Information

7. **CONSIDERATION.** The County through the DA's office agrees to provide the services set forth in paragraph (6) at a cost to be determined per Attachment B with installments payable monthly, not exceeding the approved annual budget. Total expenditures for this contract shall not exceed the following amounts: \$13,212,506; \$4,191,120 for SFY 13; \$4,400,676 for SFY 14; \$4,620,710 for SFY 15.

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

9. **INSPECTION & AUDIT.**

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

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

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

10. **BREACH; REMEDIES.** Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs.

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

12. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be

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

13. INDEMNIFICATION. Neither party waives any right or defense to indemnification that may exist in law or equity.
14. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.
15. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
16. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
17. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.
18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law or this Contract, any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.
19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
20. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.
21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).
22. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.
23. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless

otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the State of Nevada Office of the Attorney General.

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

Robert M Larkin 3/13/12
Bob Larkin Date

Chairman, Board of Washoe County Commissioners
Title

Jane L. P. Chief Deputy
Amy Harvey Date

Washoe County Clerk
Title

Paul Mazzulli 3/5/12
Richard Gammick Date

Washoe County District Attorney
Title Assistant D.A.

Diane J. Comeaux 3/25/12
Diane J. Comeaux Date

Administrator,
Division of Welfare and Supportive Services
Title

Michael J. Willden 3/30/12
Michael J. Willden Date

Director,
Department of Health and Human Services
Title

[Signature]

Signature – Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On 5/8/12
(Date)

Approved as to form by:

[Signature]
Deputy Attorney General for Attorney General, State of Nevada

On 3/16/12
(Date)

10-0000

ATTACHMENT A

SCOPE OF WORK

The grant award from which this contract is paid is from the Child Support Enforcement, Catalog of Federal Domestic Assistance (CFDA) number 93.563. The federal agency that provides this grant is the Administration for Children and Families, Department of Health and Human Services. The expenditure of funds under this program are subject to the annual audit requirements under the Single Audit Act of 1984 (P.L. 98-502) and the Office of Management and Budget Circular A-133 (Audit of States, Local Governments, and Non-Profit Organizations). OMB A-133 states in part: non-federal entities that expend \$500,000 or more in a year in federal awards shall have a single or program-specific audit conducted for that year in accordance with the provision of this part.

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

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

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

I. The County Agrees:

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

II. The District Attorney Agrees:

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

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

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

- U. To assist with inquiries including those generated by the governor's office, the administrator's office or other government official's office, if the information being sought is not in the automated system, by responding to inquiries within two (2) business days.
- V. To notify DWSS of negotiations of proposed settlements in active or former public assistance cases and refrain from entering into compromises or settlements of debts to the State, until approved by the State as outlined in state policy.
- W. To notify and obtain prior approval of the Chief pursuant to Office of Management and Budget (OMB) Circular A-87 for the purchase of any type of system technology to process child support cases for which CSEP federal funds are being sought or reimbursement will be denied.
- X. To lodge any disagreements with draft policy or forms in compliance with Attachment D.
- Y. To maintain an ongoing inventory of all county equipment purchases with an individual unit cost as defined in the State Administrative Manual, Chapter 2100, and where CSEP federal funds were utilized.
- Z. To maintain inventory items for the full duration of its useful life, as defined by state budgeting procedures, OMB circular A-87, and Subpart G of 45 CFR, Part 95. The approval of the Chief must be secured if use of the item is intended to be transferred outside the responsibilities of CSEP or the item is to be excessed before the end of its useful life.
- AA. To support DWSS, local hospitals and birthing centers to improve paternity establishment percentages in accordance with policy.
- BB. To comply with Americans with Disability Act and all regulations adopted pursuant thereto.
- CC. To comply with federal requirements pertaining to limited English proficiency in accordance with Title VI of the Civil Rights Act of 1964 and 45 CFR 80.
- DD. To comply with state policy regarding Administrative and Civil Rights complaint procedures.
- EE. To agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
 - (a) Any federal, state, county or local agency, legislature, commission, council or board;
 - (b) Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
 - (c) Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.
 Nothing in paragraph one (1) above precludes a county from providing outreach activities or education pursuant to federal law and guidance documents issued by OCSE.

III. The Division Agrees:

- A. To provide statewide administration and secure compliance for all IV-D functions under the State Plan.
- B. To provide services through the Nevada Central Registry per 45 CFR 302.36, including receiving the interstate referral packet, reviewing the documents, entering case information into the automated system, requesting any additional information needed from the referring state agency, and forwarding the referral packet to the appropriate county within the time frames set forth in 45 CFR 303.7.
- C. To receive, distribute, and disburse payments through ScaDU in accordance with state and federal requirements.
- D. To provide the required services for non-IV-D cases, including accurately entering the case information into NOMADS for Federal Case Registry, the correct receipt and timely disbursement of payments, and prompt handling of case inquiries.
- E. To coordinate with county staff regarding complaints or clarifying federal/state policy in a timely manner. Requests for payment information or case status may be referred to the voice response unit or to the appropriate office.
- F. To provide parent locate services per 45 CFR 302.35.
- G. To provide complete, accurate and timely federal reports and self-assessment reports by using a valid, random sample of reliable data.
- H. To provide training, and training regions including written materials, instructions and directions, related to the use of the automated system or state policy as requested by the county and approved by the Chief, as necessary for compliance with the terms of this agreement, prior to implementation of enhancement or code promotion.
- I. To forgo the promotion of automation changes pending consultation with DAs to determine concerns and readiness for code introduction.
- J. To coordinate the development and submission of legislative proposals in concert with the State's Courts and DAs and to timely notify the counties of any proposed legislation concerning child support enforcement prior to legislative hearings.
- K. To act as the liaison agency with the Federal OCSE in implementing and disseminating new regulations; coordinating federal audits; and developing correctional plans to keep the Program in compliance with federal regulations.
- L. To distribute incentive payments as outlined in Attachment E within thirty (30) days of receipt of federal incentive funds, and reimburse county expenses within thirty (30) days of receiving reimbursement requests, for current billings.

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

IV. All Parties mutually agree:

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

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

The letter shall specifically identify the relevant failure or violation.

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

ATTACHMENT B

BUDGET AND REIMBURSEMENT SCHEDULE

A. FUNDING

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

B. BUDGET

1. An annual DA's budget for child support must be submitted to the Chief by April 15 of each year or thirty (30) days after receipt of annual instructions provided by the Chief, whichever is later. The budget must follow the annual instructions. Reimbursements will not be made until the budget has been approved by the Chief.
2. During even numbered years the DA must provide projected two year budgets commencing on July 1 of the even numbered years and ending on June 30 two years later. This information will be used to obtain authority from the state legislature to reimburse the counties.
3. Out-of-state travel in which Title IV-D reimbursement is requested, requires prior approval by the Chief of the CSEP or designee. The travel must be for the purpose of administration of the Title IV-D Program. Travel is approved at the prevailing GSA rate.
4. Expenditures requiring prior approval are outlined in OMB Circular A-87, 45 CFR 95.611 and State Administrative Manual, chapter 2100.
5. The DA must maintain appropriate records pertaining to expenditures.
6. Claims must be submitted in the state approved format within thirty days of the end of the month in which the expenses are incurred, unless the Chief grants an approval for an extension. Claims not submitted within ninety (90) days of the end of the month in which the funds are expended will be rejected and no reimbursement will occur.
7. Delay in claim payment may occur for the prior State Fiscal Year (SFY), which ends on June 30, for claims submitted after the end of the third week in July of each year.
8. All budgeted items must be reasonable and necessary for the operation of the program and accomplishing its goals and objectives.
9. All budgeted items must be allowable under federal regulation and state policy.
10. The County will be reimbursed 100% of paternity testing costs. The County may also be reimbursed 100% for other paternity related costs upon prior approval of the Chief. Fees collected by the County for such costs must be forwarded directly to the State to ensure the County does not collect from both the Title IV-D program and the natural father.

C. FUNDING ADJUSTMENTS FOR SFY 2013

1. The County Agrees:
 - a. To surrender the remaining portion of available incentive funds from Federal Fiscal Years (FFY) 2008 and 2009 and a portion from FFY 2010 in the amount of \$600,000 to the State of Nevada, Division of Welfare and Supportive Services.
 - b. Maintain appropriate records pertaining to expenditures.
 - c. That whether expressly prohibited by federal law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
 - (i) Any federal, state, county or local agency, legislature, commission, council or board;
 - (ii) Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
 - (iii) Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.
2. The Division Agrees:
 - a. That in addition to the Federal Financial Participation (FFP) provided at the applicable matching rate, which is currently 66% for approved IV-D activities, the State of Nevada, Division of Welfare and Supportive Services will reimburse Washoe County for the 34% not reimbursable by FFP (county responsibility) up to \$204,000. This will be paid from the State Share of Retained Collections (SSC).
3. All Parties mutually agree:
 - a. The Division will reimburse the 34%, county responsibility on a monthly basis as part of the normal monthly reimbursement schedule.
 - b. The Division will cease reimbursement of Washoe County's responsibility once the threshold of \$204,000 has been met.
 - c. This will commence July 1, 2012.

ATTACHMENT C

PENALTY/NOTICE/APPEAL PROCESS

1. Any federal penalties and interest assessed by a federal agency against the State of Nevada may be shared between the counties and the state based upon their relative responsibility. The assessment for each county through the DA's office will be deducted first from undistributed incentive payments until exhausted and then from monthly CSEP federal funds thereafter until the penalty is fully collected. Offices will be notified thirty (30) days prior to any withholding of CSEP federal funds. The pass through of any federal penalties which may be imposed as the result of audits will be governed by terms of the agreements in effect during the audited year(s) in question. The Chief will provide written notice to counties announcing the intent to pass through a federal penalty not later than sixty (60) days after the penalty is final. No penalties imposed prior to federal fiscal year (FFY) 2007 may be passed on to a local entity.
2. Penalties or interest assessed against counties will not be withheld until federal corrective action periods are exhausted and the federal agency confirms satisfactory corrective action has not been achieved.
 - a) Penalties or interest assessed against counties will be limited to the percentage of TANF recipients in the responsible county for the federal fiscal year coinciding with the penalty year multiplied by the total TANF block grant awarded to Nevada for the federal fiscal year against which the penalty is being assessed multiplied by the percentage of federal penalty imposed against the Nevada TANF block grant OR the amount of the current state fiscal year county match (34%), whichever is less.

EXAMPLE:

In FFY 07, the TANF population in county X is 1.6% of Nevada's total TANF recipients. The total TANF block grant in FFY 07 is \$42,194,077. The federal penalty assessed against Nevada in FFY 07 is \$1,200,000. County X's penalty is \$19,240 which is less than the current state fiscal year county match (34%).

3. Prior to any penalty being imposed by the Chief, counties determined to be responsible, as set forth in Section 1 of Attachment C, must enter into good faith discussions with the Chief to establish relative level of responsibility and proper assignment of penalties and interest.
4. If negotiations under Section 3 of this Attachment fail, the Chief will notify the County through the DA's office, in writing of any penalties or interest to be assessed against the County. The Chief's notice will include a detailed explanation of the reason for the assessment of penalties and interest and, if the penalties and interest are pro-rated throughout the state, a statement of the pro-ration. The Chief will provide written notice thirty (30) days prior to recovery of penalties or interest.

5. If the County disagrees with the Chief's final decision to recover penalties or interest, the County may within thirty (30) calendar days from the date of the notice, submit a written appeal to the Administrator DWSS. The County appeal must contain arguments and documentation why the Chief should not recover penalties or interest. If the County fails to submit an appeal within the specified timeframes, the Chief will pursue the recovery of penalties or interest.
6. The Administrator of DWSS may request additional information and will make a written decision specifically addressing the arguments and documentation submitted by the County within sixty (60) calendar days after receipt of the appeal or all requested information is received, whichever is later.
7. If the County disagrees with the Administrator's decision it may file a written request within fifteen (15) calendar days after issuance of the Administrator's decision seeking reconsideration by the Penalty Review Committee. The counties must file their request for reconsideration with the Chief. The Penalty Review Committee will be comprised of seven total members made up of the following: 1) Three members from the counties being assessed a penalty; 2) Three members from the state; 3) One member to serve as chairperson of the committee who is mutually acceptable to both the state and involved counties. The committee will confer and review information presented by the parties relevant to the assessment of penalties and prepare a written recommendation of resolution for presentation to the Director of DHHS. The Committee may request additional information and will make a written decision specifically addressing the arguments and documentation submitted by the parties within sixty (60) calendar days after receipt of the appeal or receipt of all requested information, whichever is later.
8. The Director of DHHS may request additional information and will make a written decision giving consideration to the Counties written appeals to the Administrator, the Administrator's decision and the recommendation of the Committee. The Director will issue a written decision within sixty (60) calendar days after receipt of the recommendation from the Committee or when all requested information is received, whichever is later. The Directors decision shall contain specific findings and conclusions if it deviates from the recommendation forwarded by the Committee.
9. The decision of the Director of DHHS issued pursuant to section 8 of this Attachment is the final agency decision and may be appealed to District Court.
10. DWSS agrees to forego the recovery of assigned penalties or interest from a county until all levels of appeal outlined in this Attachment have been exhausted.

ATTACHMENT D

POLICY AND FORMS DEVELOPMENT AND APPEAL PROCESS

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

ATTACHMENT E

INCENTIVE PAYMENTS

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

I. CALCULATION OF INCENTIVES

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

A. Definitions of Performance Measurements

1. Paternity Establishment Percentage (PEP)

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

2. Cases with an Order

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

3. Collections on Current Support

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

4. Collection on Arrears

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

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

B. Completing Incentive Worksheet

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

1. Determine IV-D Office Performance Level

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

2. Determining Applicable Percentage with Respect to the Four Performances Measures

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

3. Determining Total Incentive Collections

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

4. Determining IV-D Office Collection Base

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

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

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

6. Determining IV-D Office Incentives

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

II. DISTRIBUTION OF INCENTIVES TO THE IV-D OFFICES

A. Estimating Incentives

The State must include one fourth of its estimated annual incentive payment on each of its quarterly expenditure reports to OCSE. This estimate will be based on the projections of incentives by each IV-D office submitted with their annual budget. This information must be provided to the State in order to receive estimated incentives.

If the IV-D office does not provide an estimate to the State or underestimates for the federal fiscal year, incentives will be distributed to the IV-D office following the end of the fiscal year when OCSE calculates and notifies the State of the amount of incentives.

If the IV-D office overestimated their incentives for the previous fiscal year, the State will deduct this amount from the next quarter's incentive payment. If this does not total the overestimation or no quarter payment is due, it will be deducted from the next monthly federal reimbursement for expenditures. Offices will be notified about the deduction thirty days prior to the deduction being taken.

B. Reinvestment

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

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

C. Data Reliability

Section 452 (g) (2) (c) of the Social Security Act requires data to be complete and reliable. If OCSE determines the data reported is not reliable and incentives are not distributed to the State, no incentives will be distributed to the IV-D offices. If the IV-D office has received estimated incentives, the amount of estimated incentives received will be deducted from the monthly reimbursement.

OCSE will evaluate the data for the outcome measurements proposed in 45 CFR 305. Federal audit staff may determine data is unreliable for specific measurements. Offices will not receive estimated incentives for those outcome measurements determined to be incomplete and unreliable.

D. Case Assignment Rules

Federal regulations require that a case can only be counted once within the state for reporting and incentive purposes. Interstate cases may be included in both the initiating and responding states' caseload. Cases will be assigned to the appropriate county or program area office (PAO) based on the following rule:

Intrastate Cases

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

EXHIBIT A

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

If the paternity establishment performance level is:

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

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

If the support order performance level is:

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

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

If the current payment performance level is:

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

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

If the arrearage payment performance level is:

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

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

EXHIBIT B
Incentive Worksheet

IV-D Office: _____

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

A. DETERMINING TOTAL INCENTIVE COLLECTIONS

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

This total is shown in the total incentive collection column.

Total statewide collection base

B. IV-D OFFICE PERCENTAGE OF INCENTIVE POOL

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

C. IV-D OFFICE INCENTIVES

Incentive paid state	\$	
IV-D office % of incentive pool	x	_____ %
Incentive due IV-D office		

EXHIBIT C

Example

IV-D Office: _____

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

Total collection base

A. DETERMINING TOTAL INCENTIVE COLLECTIONS

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

This total is shown in the total incentive collection column.

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

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

C. DETERMINING IV-D OFFICE INCENTIVES

Incentive paid to state	= \$2m
IV-D office % of incentive pool	= x .39
Incentive due IV-D office	= \$780,000

Under this example the IV-D office would receive \$780,000 in incentives.

ATTACHMENT F
CASE RESPONSIBILITIES

I. GENERAL RESPONSIBILITIES

The County agrees to serve all:

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

II. SPECIFIC RESPONSIBILITIES

The County agrees to assume responsibility for and perform:

1. Locate services for all Washoe County non-public assistance cases, excluding current and former Medicaid only cases.
2. Establishment services for all Washoe County non-public assistance cases, excluding current and former Medicaid only cases.
3. Enforcement services for all Washoe County non-public assistance cases.
4. Enforcement services for all Washoe County current and former Medicaid only cases, subject to separate and independent right by either party to invoke the termination clause set forth on Page 1 of 29, Paragraph 4 as it pertains to this responsibility only.

ATTACHMENT G
INDIRECT COST RATE

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

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

ATTACHMENT H

SAFEGUARDING FEDERAL TAX INFORMATION

I. PERFORMANCE

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

- (1) All work will be performed under the supervision of the contractor or the contractor's responsible employees.
- (2) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.
- (3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
- (4) No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (5) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (6) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

II. CRIMINAL/CIVIL SANCTIONS

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

of this contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.

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

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, *IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information* and Exhibit 5, *IRC Sec. 7213 Unauthorized Disclosure of Information*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

CONTRACT LANGUAGE FOR TECHNOLOGY SERVICES

I. PERFORMANCE

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

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

- (2) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
- (3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (4) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (6) All computer systems receiving, processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
- (7) No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (8) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (9) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

II. CRIMINAL/CIVIL SANCTIONS:

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

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

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

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, *IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information* and Exhibit 5, *IRC Sec. 7213 Unauthorized Disclosure of Information*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION:

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

RESOLUTION

A RESOLUTION APPROVING A CHANGE TO THE VOTING STRUCTURE OF THE BOARD OF DIRECTORS OF THE TRUCKEE RIVER FLOOD MANAGEMENT AUTHORITY, AND URGING THE AUTHORITY TO EXPEND FUNDS AND TAKE ACTIONS TO ASSURE THAT AN ENVIRONMENTAL IMPACT STATEMENT FOR THE TRUCKEE RIVER FLOOD MANAGEMENT PROJECT IS COMPLETED AND OTHER MATTERS PROPERLY RELATED THERETO

WHEREAS, in 2011 Washoe County, the City of Sparks and the City of Reno created a joint powers authority through an interlocal cooperative agreement and thereby formed the Truckee Meadows Flood Management Authority to continue the Truckee River Flood Project (the "Project") which was started by Washoe County;

WHEREAS, the Project will prevent the loss of life and property; prevent the disruption of commerce, transportation, communication and essential services which have adverse economic impacts; prevent the waste of water resulting from floods; provide for the conservation, development, use and disposal of water and improved quality of water; provide for ecosystem restoration and enhanced recreational facilities; provide for the safeguarding of the public health; and create jobs for citizens of the region;

WHEREAS, the Truckee River Flood Management Authority ("Authority") is governed by the Truckee River Flood Management Authority Board of Directors ("Authority Board") which is comprised of 2 directors from each of the 3 governing boards for a total of 6 directors ;

WHEREAS, the interlocal cooperative agreement provides that Authority Board must act by unanimous approval of the directors present on all matters including entering into agreements, adoption of plans and appointing officers;

WHEREAS, the executive director of the Authority is to be appointed by and serves at the pleasure of the Authority Board and is to be given powers and responsibilities by the Authority Board to act on behalf of the joint powers authority to administer the Project,

WHEREAS, for many years Washoe county and other local governments and most recently the Authority have been working to obtain approvals of U.S. Army Corps of Engineers

(the "Corps") that are necessary to obtain permits to perform work within the Truckee River and to partner with the federal government in the job of funding, designing, approving, permitting and commencing the Project and those permits and approvals include an Environmental Impact Statement ("EIS") being prepared in connection with the General Reevaluation Report and a draft Chief's Report;

WHEREAS, the principal historical source of funds used in furtherance of the Project is the authority given to Washoe County Board of County Commissioners by Chapter 377B of NRS to enact a tax of not more than one-eighth of one percent on retail sales ("377B Tax") for the acquisition, establishment, construction or expansion of projects for the management of floodplains or the prevention of floods and facilities related to public safety;

WHEREAS, an ordinance imposing the 377B Tax was adopted by Washoe County in 1998, 377B Tax revenues have been collected and Washoe County has a non-delegable, statutory duty to ensure that the 377B Tax is collected and spent in the manner required by NRS 377B.160 et.seq.;

WHEREAS, since its formation in early 2011 the Authority board has failed to obtain unanimous approval of directors and therefore effectively failed to act on several important matters including: selection of a chairman of the Authority Board, appointment of an executive director, the approval of contracts with consultants to assist in federal approvals and funding, and other matters;

WHEREAS, in the absence of an executive director authorized to act for the Authority, in the absence of a chief financial officer or treasurer of the Authority authorized to spend money on behalf of the Authority, in the absence of a properly approved budget, in the absence of a properly approved capital improvement plan, and given the inability to implement governmentally sound internal controls and oversight of expenditure of public funds, Washoe County is effectively prevented by its statutory and fiduciary duties from transferring the 377B Tax and other assets to the Authority;

WHEREAS, the absence of a director and the inability of the Authority Board to act are impediments to coordination of efforts with the Corps and is jeopardizing progress on the obtaining of permits including the EIS and critical federal funding;

WHEREAS, the unanimous voting requirement of the Authority board may have been envisioned to force consensus and compromise on the board of directors but has become an insurmountable obstacle to the Authority Board's ability to make decisions to manage the Project and an impairment to the credibility of the Authority with federal partners and funding providers; and

WHEREAS, eliminating the unanimous voting requirement of the Authority board will position the Authority Board's to make decisions in a manner consistent with many other local and regional governing boards and still allow for representation by all the member agencies;

NOW THEREFORE be it hereby resolved by the Washoe County Board of County Commissioners as follows:

1. Washoe County's approval is hereby given to an amendment to the 2011 interlocal agreement cooperative agreement establishing the Authority to change the voting structure of the board of directors of the Authority to read substantially as set forth in Attachment A hereto.
2. That the City of Sparks and City of Reno are respectfully requested and urged to act to change the voting structure of the Board of Directors of the Authority to read substantially as set forth in Attachment A hereto.
3. That the Board of Directors of the Truckee River Flood Management Authority is urged in its discretion to take all necessary actions to cause the completion of the Environmental Impact Statement being prepared in connection with the General Reevaluation Report and draft

Chief's Report being prepared by the United States Army Corps of Engineers in connection with the Truckee River Flood Management Project.

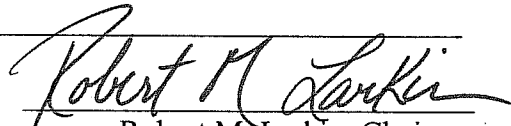
ADOPTED this 13th day of March, 2012 by the following vote:

AYES: Larkin, Weber, Humke, Breternitz, Gung

NAYS: _____

ABSENT: _____

ABSTAIN: _____


Robert M. Larkin, Chairman

ATTEST:


Amy Harvey, County Clerk