

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

TUESDAY

10:00 A.M.

JUNE 13, 2017

PRESENT:

Bob Lucey, Chair
Marsha Berkbigler, Vice Chair
Kitty Jung, Commissioner
Jeanne Herman, Commissioner

Nancy Parent, County Clerk
John Slaughter, County Manager
Paul Lipparelli, Legal Counsel

ABSENT:

Vaughn Hartung, Commissioner

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:

17-0443 AGENDA ITEM 3 Public Comment.

The following individuals spoke in opposition to the possible relocation of a medical marijuana establishment (MME) from Incline Village to Spanish Springs: Mr. Geoff Staffelbach, Mr. Kent Aland, Ms. Rebecca Nord, Mr. Jeff Dold, Mr. Jeff Peters, Ms. Nicole Farnsworth, Ms. Debbie Borino, Mr. Chad Borino, Ms. Lynette Peters, Dr. Mary Peterson, Ms. Jody Johnson, Mr. Marcus Waite, and Nevada Assemblyman Mr. Ira Hansen. Mr. Aland provided a handout, which was placed on file with the Clerk.

The above individuals' concerns included: the proximity of the MME to schools, bus stops and businesses that children frequented; safety issues due to increased traffic; the approval of recreational marijuana may turn the MMEs into a main distribution point; increased crime; marijuana was considered a gateway drug and the negative health effects of marijuana. There were requests to relocate the MME to an industrial area and a request for the County to deny the location of any marijuana dispensary within Spanish Springs.

Mr. Danny Cleous stated Lemmon Valley was still in a state of emergency. He said this issue was now in its sixth month. He was concerned houses still had water around them and the residents could not gain access to their homes. He indicated there were many problems occurring in Lemmon Valley and the County was not responding to them. He stated he had maintenance records for the North Valley, which indicated 300 maintenance hours were performed in the entire area during a one

year period. He said that was not sufficient time to maintain the large area. He thought the Federal Government had not reimbursed the County or residents for any of the flood damage. He hoped no one else had to live through the flooding and problems that he encountered in Lemmon Valley.

Ms. Donna Robinson stated she was a homeowner in Lemmon Valley and her home had been red tagged. She stated her septic tank was full of water for the third time in three months. She was frustrated that the state of emergency was ended because that meant the homeowners could no longer apply for disaster funds. She said she was notified the applications for disaster funds expired the day after the state of emergency was ended. She thanked the County for the apartment she was living in, but as of August 31st she would no longer have a place to live as her house was uninhabitable. She was concerned that the state of emergency had ended when the area was still a disaster area and there was no end in sight.

Ms. Kendall Inskip introduced herself as the Executive Director of Educational Alliance. She introduced Alex Woodley as the President of the Board of Directors of Education Alliance and said she was delighted to have him standing with her. She stated she and Mr. Woodley wanted to thank each of the Commissioners for their support of the Partners in Education (PIE) Program. She said Education Alliance was a unique nonprofit organization and all their efforts were directed at initiatives that brought education together with businesses, communities, government and nonprofit entities to support student achievement and workforce development. She noted their flagship program was the PIE Program. Education Alliance supported 100 schools in the County through a 20-year relationship with the Washoe County School District, Truckee Meadows Community College (TMCC) and the University of Nevada Reno (UNR). She said the community benefited when collective contributions were made to K-12 education. She appreciated the County for sharing the same beliefs that education did not stop in the classroom. Students and teachers learned from the environment around them and from the resources they were given from exposure to new experiences. She thanked the Board for its support of Glen Duncan Elementary School by providing students with the opportunities to enrich their experiences and educational career paths at a career day that occurred within the past week. She appreciated the County as a model partner that brought real life into classrooms and brought students the school careers and educational opportunities they would not otherwise experience. She indicated partnerships were critical to the success of the PIE program. Mr. Woodley thanked the Board for its support and thanked County Manager John Slaughter for serving on the Board of Directors of Education Alliance.

Mr. Sam Dehne spoke about himself, the *Reno Gazette-Journal* and Open Meeting Laws.

Ms. Tammy Holt-Still stated Lemmon Valley continued to be in a state of emergency. She said she did not understand why the County thought the area was not in a state of emergency when clearly the area was still a disaster. She indicated the state and federal funding ended when the state of emergency ended, which meant residents could

not seek relief from emergency funds. She was concerned about the recent rain and the lack of evaporation. She noted there were only four months until winter and she thought the water would not evaporate before winter started. She was concerned that Silver Lake continued to flow into Swan Lake and the residents in the Swan Lake area needed assistance. She provided documents, which were placed on file with the Clerk.

Ms. Tracy Hall stated she was a Lemmon Valley resident and she was unable to live in her home. She noted she was one of the residents who would be homeless or living in a motorhome as of August 31st. She was concerned about the lack of progress she saw in Lemmon Valley and thought the water would not evaporate in the near future. She indicated her animals were either given away or were boarded with friends and it was difficult for her to care for them. She stated efforts needed to be made to assist the homeowners who still had homes with water around them. She displayed photos of her property and asked the Commissioners to consider what she was dealing with. She provided the displayed photos, which were placed on file with the Clerk.

Mr. Doug Robertson stated Lemmon Valley was still in a state of emergency. He asked the Board to recognize that efforts needed to continue in Lemmon Valley. He said he was one of the more fortunate residents because he lived in the front of the valley. He indicated his street flooded for a shorter time because he lived above the lake level. He noted there were many infrastructure issues in the entire valley as the culverts were badly damaged during the flooding. He said travel through the valley was difficult because the road was closed in places and many residents had to detour to reach their homes. He stated he understood the amount of work that needed to be completed but asked the County to step up to get the repairs completed sooner. He commended Commissioner Herman for her demeanor throughout the disaster and encouraged others to follow her example.

Ms. Lori Goldfin spoke regarding the bug problem at Lemmon Valley Elementary School. She noted while school was in session the children had to wear their jackets over their heads to go outside and play. She stated a resolution was needed and she asked the County to continue the cleanup efforts in Lemmon Valley.

Ms. Leona Galar stated she was a Lemmon Valley resident. She said her house was one of the few houses that was affected by a flash flood in 2015. She noted there were many County officials out surveying who thought the drainage in Lemmon Valley was fine. She stated she had been out of her home for four months. She indicated this flood disaster had left them with water and sewage from septic tanks floating around their home and a horse's corpse had to be drug out of the water. She said the community was still experiencing a disaster. She noted the barriers were still up but she could not get an answer regarding how long they would continue to be in place. She was concerned that progress was not being made and the water would continue to rise.

Ms. Cathy Brandhorst spoke about matters of concern to herself.

17-0444 **AGENDA ITEM 4** Announcements/Reports.

Commissioner Berkbigler asked for two hours of staff time to explore the possibility of creating a General Improvement District for fire protection in the County. She stated she had spoken with attorneys and it would exceed 2 hours to review the process and gain the needed information. She asked for her request to be on the next agenda. She requested information related to disaster funding in Lemmon Valley. She did not understand why the funding ceased after the state of emergency ended.

Commissioner Herman was concerned about Lemmon Valley and the affected residents. She hoped the current issues could be discussed and resolved. She apologized to the residents that continued to experience devastation. She stated she had lived through flooding and it took months to get the water out of her basement. She explained the County was working to have some of the homes raised to alleviate future flooding and many different angles were being considered to eliminate the water. She said she was as frustrated with the disaster as the residents were and she hoped it would improve soon.

Commissioner Jung stated she and Chair Lucey attended the Regional Emergency Medical Services Authority (REMSA) barbeque and awards ceremony. She said they were a great team and she had so much confidence in their abilities. She praised County Manager John Slaughter for his role on the Educational Alliance Board. She wished a Happy Father's Day to all dads, especially hers who would be celebrating his 81st birthday and 52 years of marriage to her mother.

Chair Lucey indicated Agenda Item 25 would be heard directly following Agenda Item 18. He said the Reno Rodeo, one of the County's legacy events, would be occurring in the upcoming week. He wished the Rodeo great success and hoped citizens would take the opportunity to get out and enjoy the event.

CONSENT AGENDA ITEMS – 5A THROUGH 5K2.

17-0445 **5A1** Approval of minutes for the Board of County Commissioner's concurrent meeting of May 1, 2017 and regular meetings of May 9, 2017 and May 16, 2017. Clerk. (All Commission Districts.)

17-0446 **5A2** Acknowledge the communications and reports received by the Clerk on behalf of the Board of County Commissioners. Clerk.

17-0447 **5B** Acknowledge receipt of annual report of projected expenditures for the Account for the Acquisition and Improvement of Technology in the Office of the County Assessor for FY 2017/2018. Assessor. (Commission Districts 1, 2, 3, 4, 5.)

- 17-0448** **5C** Approve the retroactive Intrastate Interlocal Contract between Public Agencies for Access and Visitation Mediation Grant October 1, 2016 through September 30, 2020 between the County of Washoe, Second Judicial District Court of the State of Nevada, and State of Nevada Division of Welfare and Supportive Services, Department of Health and Human Services, for the purpose of providing mediation services in child support cases, and direct the Comptroller's Department to make the necessary adjustments. The estimated budget for these services is not to exceed \$124,000 (approximately \$31,000 for each fiscal year) reimbursed through federal Title IV-D funds. District Court. (All Commission Districts.)
- 17-0449** **5D** Approve amendments totaling an increase of [\$31,763] in both revenue and expense to the FY17 Centers for Disease Control and Prevention (CDC) Public Health Emergency Preparedness (PHEP) Replenishment Grant Program, IO 11412; and if approved direct the Comptroller's office to make the appropriate budget amendments. Health District. (All Commission Districts.)
- 17-0450** **5E** Approve the Professional Services Agreement for a Neighborhood Justice Center and Mandatory Mediation Program to Neighborhood Mediation Center, 200 Ridge Street, Suite 230, Reno, NV 89501 in the estimated annual amount of [\$134,750] and authorize the Purchasing and Contracts Manager to execute the agreement for Professional Services for the initial term of July 1, 2017 through June 30, 2018 with two (2) one-year renewal options. Reno Justice Court. (All Commission Districts.)
- 17-0451** **5F1** Approve the Water Rights Deed transferring 2.02 acre-feet of water rights from Washoe County to the Burkhard Living Trust. Community Services. (Commission District 5.)
- 17-0452** **5F2** Approve a Bio-Solids Waste Landfill Disposal Agreement for Waste Disposal between Washoe County and Refuse, Inc., for an initial 36-month term, with an annual [estimated cost of \$120,000]. Community Services. (All Commission Districts.)
- 17-0453** **5F3** Approve a Sanitary Sewer Infrastructure Reimbursement Agreement between Washoe County and DiLoreto South Truckee Meadows, Inc., for reimbursement of a portion of sanitary sewer interceptor oversizing [\$800,115.60]; and authorize [up to \$50,000 of additional reimbursement] from a force account. Community Services. (Commission District 2.)
- 17-0454** **5F4** Approve a Lease Termination Agreement between TNK Ryder Limited Partnership and Washoe County to discontinue the use of 80 parking spaces located at 0 Pine Street, APN 011-175-13, effective June 14, 2017. Community Services. (Commission District 3.)

- 17-0455** **5F5** Approve a Lease Agreement between MMK Properties and Washoe County for a thirty-six month term, commencing July 1, 2017 through June 30, 2020, for the continued of occupancy at 405 Western Road #18 & #26 for the Search and Rescue Division of the Washoe County Sheriff's Office [\$22,227.96 annually]. Community Services. (Commission District 5.)
- 17-0456** **5G1** Acknowledge Receipt of the Washoe County, Nevada OPEB Trust Fund Audited Financial Statements for the fiscal year ended June 30, 2016. Comptroller. (All Commission Districts.)
- 17-0457** **5G2** Approve the settlement of the claim of Romeo Smith, and Special Administrator of the Estate of Niko Smith, and N.S., a minor by and through his guardian Jillian Cortez v. Washoe County, et al for [a total sum of \$75,000] for all claims against all defendants. Comptroller. (All Commission Districts.)
- 17-0458** **5H1** Approve a grant award for FY 2017-2018 for Silver State Fair Housing Council (SSFHC) in the amount of [\$10,000]; and grant awards from FY2016-2017 funds for Artown in the amount of [\$25,000]; Reno-Tahoe Open Foundation in the amount of [\$10,000]; and Education Alliance of Washoe County in the amount of [\$9,213]; approve Resolutions necessary for same; and direct Comptroller's Office to make the appropriate budget appropriation transfers. Manager. (All Commission Districts.)
- 17-0459** **5H2** Approve the updated Washoe County Regional Disaster Recovery Framework dated December 2016 and the Washoe County Regional Debris Plan dated January 2017. Manager. (All Commission Districts.)
- 17-0460** **5H3** Approve the attached resolution to augment the Regional Permits Capital Fund in the amount of [\$15,000] to appropriate revenues generated from previously unbudgeted sources; and direct the Comptroller to make the appropriate budget amendments (net impact to Regional Permits Capital Fund is zero). Manager. (All Commission Districts.)
- 17-0461** **5H4** Approve Commission District Special Fund disbursement [in the amount of \$4,000] for Fiscal Year 2016-2017; District 3 Commissioner Kitty Jung recommends [\$3,500] grant to Planned Parenthood to support their mission in Washoe County, and [\$500] grant to Polygrarian Institute to support their mission; approve Resolution necessary for same; and direct the Comptroller's Office to make the necessary disbursements of funds. Manager. (Commission District 3.)

- 17-0462** **5H5** Approve a cost of living adjustment of three percent to the base wage of the Incline Constable effective July 1, 2017 [estimated fiscal impact of \$2,785]. Manager. (Commission District 1)
- 17-0463** **5I1** Accept a supplemental grant award from the Nevada Aging and Disability Services Division for the Older Americans Act Title III Programs: Nutrition Services Incentive Program [\$92,120; no match required] retroactive from October 1, 2016 through September 30, 2017; authorize the Department to execute the grant award and direct Comptroller to make the appropriate budget amendments. Senior Services. (All Commission Districts.)
- 17-0464** **5I2** Approve Senior Ambassador Volunteers who have successfully completed the established training process to drive County vehicles to support senior services programming. Senior Services. (All Commission Districts.)
- 17-0465** **5J1** Approve funding [\$5,000.00, no match required] from the US Department of Justice, United States Attorney, Organized Crime Drug Enforcement Task Force (OCDETF) for reimbursement of overtime costs incurred while involved in the investigation of OCDETF Initiative number PA-NV-0296 for the retroactive period of 04/01/2017 – 09/30/2017. Sheriff. (All Commission Districts.)
- 17-0466** **5J2** Approve the Law Enforcement Funding Agreement between Black Rock City LLC and Washoe County, on behalf of the Washoe County Sheriff's Office to provide reimbursement for extra staffing [\$110,500 estimated total reimbursement] needed in the Gerlach/Empire area during the annual Burning Man Festival for 2017. Sheriff. (Commission District 5.)
- 17-0467** **5J3** Approve the NLTFPD Interlocal Agreement — RAVEN Fire Training, Monitoring and Suppression Personnel and Equipment between the County of Washoe on behalf of the Washoe County Sheriff's Office and North Lake Tahoe Fire Protection District in the amount of [\$10,000], for the period of July 1, 2017 through June 30, 2018, for the provision, when requested of a helicopter or other aircraft and personnel and approve reimbursement for services rendered throughout the year by the Washoe County Sheriff's Office to be paid in accordance with the Interlocal Agreement to the Washoe County Sheriff's Office Regional Aviation Unit (RAVEN). Sheriff. (All Commission Districts.)

17-0468 **5K1** Accept a grant award in the amount of [\$142,545; no County match] from the Nevada Department of Health and Human Services Office of Community Partnerships and Grants for the period of July 1, 2017 through June 30, 2018, for Differential Response services including family assessment and early intervention services for at-risk families who have been referred to Child Protective Services; direct the Comptroller's Office to make the necessary budget amendments; authorize the Department to accept the award; and direct Washoe County Purchasing Office to solicit written proposals to select an organization to provide Family Assessment Services. Social Services. (All Commission Districts.)

17-0469 **5K2** Approve the sole source exemption to purchase the Prime Software system offered by Spirit Solutions, Inc. in the amount of [\$141,000] to support the Foster Care system in Social Services by matching children in care with families that best match the child's needs. Social Services. (All Commission Districts.)

Commissioner Herman mentioned Consent Agenda Item 5I2 was regarding volunteers who completed training to drive County vehicles to assist seniors with transportation to medical appointments. She was grateful there was another form of transportation for the people that needed assistance.

Commissioner Berkbigler mentioned Consent Agenda Item 5H4 was a donation from Commissioner Jung for \$3,500 to Planned Parenthood and \$500 to the Polygrarian Institute. Both of the donations would assist the agencies to reach their missions.

On the call for public comment, Mr. Sam Dehne spoke about the Consent Agenda as a whole, Niko Smith, the *Reno Gazette-Journal*, and Artown.

Ms. Cathy Brandhorst spoke about matters of concern to herself.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried with Commissioner Hartung absent, it was ordered that Consent Agenda Items 5A through 5K2 be approved. Any and all Resolutions or Interlocal Agreements pertinent to Consent Agenda Items 5A through 5K2 are attached hereto and made a part of the minutes thereof.

BLOCK VOTE – 15, 16, 17, 19, 20, 21, and 22

11:25 a.m. **Commissioner Berkbigler made a motion for the Block Vote but left the meeting prior to the vote.**

17-0470 **AGENDA ITEM 15** Recommendation to approve Collective Bargaining Agreements with the Washoe County Employees Association (WCEA) for the Non-Supervisory and Supervisory bargaining units for a one (1) year period beginning July 1, 2018 through June 30, 2019, and ratify same: including cost of living adjustment in base wages of 2.5% effective July 1, 2018; and updated language regarding cost of living adjustment parity. [Total FY18/19 fiscal impact is estimated at \$3,097,319.] Human Resources. (All Commission Districts.)

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried with Commissioners Berkbigler and Hartung absent, it was ordered that Agenda Item 15 be approved.

17-0471 **AGENDA ITEM 16** Recommendation to approve Amendment to Washoe County 401(a) Plan effective retroactive to January 1, 2017, to modify the definition of Normal Retirement Age under the Plan for those employees hired by Washoe County on or after January 1, 2017; and if approved, authorize Director of Human Resources and Labor Relations to execute same. Human Resources. (All Commission Districts.)

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

17-0472 **AGENDA ITEM 17** Recommendation to approve the attached resolution to augment the Truckee River Flood Management Infrastructure Fund [in the amount of \$706,300]; and direct the Comptroller to make the appropriate budget amendments (net impact to General Fund is zero). Manager. (All Commission Districts.)

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

17-0473 **AGENDA ITEM 19** Recommendation to approve Fiscal Year 2017/2018 renewal of contracts and service agreements [above \$100,000] to be approved as a group by the Board of County Commissioners and authorization for the Purchasing Contracts Manager to sign the contract renewals, as they come due, with approval from the District Attorney or Risk Management when necessary as follows: General Fund, Thomson Reuters, not to exceed [\$300,000] - Software Maintenance Agreement for the Treasurer's Tax System Support. SAP, Renewal of SAP Financial Software System Software Maintenance Agreement, not to exceed [\$300,000]. Technology Services. (All Commission Districts.)

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried with Commissioners Berkbigler and Hartung absent, it was ordered that Agenda Item 19 be approved and authorized.

17-0474 **AGENDA ITEM 20** Recommendation to approve the Interlocal Agreement between Washoe County on behalf of the Washoe County Sheriff's Office and the North Lake Tahoe Fire Protection District for dispatch services for an amount [not to exceed \$300,000.00 per FY] for the period of July 1, 2017 through June 30, 2019, with an automatic one (1) year extension. Sheriff. (All Commission Districts.)

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried with Commissioners Berkbigler and Hartung absent, it was ordered that Agenda Item 20 be approved. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

17-0475 **AGENDA ITEM 21** Recommendation to authorize the Purchasing and Contracts Manager to issue purchase orders in excess of \$100,000 to Sierra Control Systems, Inc. for preventative maintenance, repair, replacement, emergency electrical service and purchase of Supervisory Control and Data Acquisition systems for the Washoe County Community Services Department utility operations through FY18-19. Community Services. (All Commission Districts.)

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried with Commissioners Berkbigler and Hartung absent, it was ordered that Agenda Item 21 be authorized.

17-0476 **AGENDA ITEM 22** Recommendation to approve an Agreement for Consulting Engineering Services between Washoe County and Carollo Engineers, Inc., commencing June 15, 2017 through June 30, 2018, to provide facility planning and engineering design services for sanitary sewer interceptors within the South Truckee Meadows Water Reclamation Facility service territory [\$466,697]. Community Services. (Commission District 2.)

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried with Commissioners Berkbigler and Hartung absent, it was ordered that Agenda Item 22 be approved.

11:31 a.m. **Commissioner Berkbigler returned to the meeting.**

17-0477 **AGENDA ITEM 6** Appearance: Nick Johnson, Senior Project Manager, Nevada Department of Transportation. Presentation and update on Tahoe East Shore Trail (formally known as Stateline to Stateline Bikeway). [10 minutes]

Nevada Department of Transportation (NDOT) Senior Project Manager Nick Johnson conducted a PowerPoint presentation entitled State Route 28 Shared Use Path and Safety/Water Quality Enhancements. The presentation included slides entitled: Project Partners; Project Location; Why is this project needed?; Safety Improvements; Water Quality Improvements; Shared Used Path; Phase 1 Construction – 2016 Construction; Project Timeline; and Phase 2 Construction. He thanked the Board for allowing him to present an update on this project. He acknowledged all of the project partners listed in the presentation and said they were involved in some way with the project and provided tremendous amounts of support. He reviewed the Project Location slide and stated the most excitement from citizens was about the shared use path. He noted the path would eliminate pedestrians along State Route (SR) 28 and the parking lot would eliminate unsafe parking conditions. He stated there was a three-mile stretch of SR 28 that would be zoned for no parking. He explained the dangers of parked cars and people walking on the highway, and said the shared use path and parking area would create a safe environment. He reviewed a video about the shared use path, which displayed maps and renderings of the project. He noted there would be additional signs placed further away from Sand Harbor to indicate when the parking was full. This would provide the opportunity for visitors to utilize alternate routes or to choose a different location on the lake. He stated infiltration basins would be installed along the roadways to capture oils and sediment and separate them from the water before it flowed to the lake. He indicated the work on Phase 1 started last summer, the design was created within three months, and crews worked 24 hours a day and constructed the tunnel in only 11 days. He reviewed the Project Timeline slide and stated their goal was to complete the entire project within two years. He stated this was a large project and he thought they had the right contractors and partners in place to complete the project on time. He advised visitors to be aware of road closures in the area during the construction period. He reviewed the Phase 2 Construction slide highlighting that Memorial Point would be closed during weekdays and lane closures would occur. He said people attending the Shakespeare Festival would encounter lane closures when leaving Sand Harbor. Mr. Johnson provided the PowerPoint presentation, which was placed on file with the Clerk.

Commissioner Berkbigler said this was a fabulous project and greatly needed in the area. She stated she grew up swimming and spending time at Sand Harbor and she knew about crossing the highway, which had become worse. She thanked the NDOT for a great job beautifying the area and creating a safer environment for visitors and residents.

Commissioner Jung thanked Mr. Johnson for the presentation and stated it was a great example of public and private partnership when all resources worked together. She said as someone who had done a triathlon at the lake; it was greatly needed to have a different place to bike. She indicated there was no place to safely bike on the

road especially when semi-trucks passed. She noted she was a victim of the traffic delays during the Memorial Day Holiday. She stated Commissioner Berkbigler played an instrumental role in the forward progress of the project. The County provided some discretionary funds to assist with the building of the project. She thanked Mr. Johnson for the presentation.

Chair Lucey thanked Mr. Johnson for his presentation.

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

17-0478 **AGENDA ITEM 7** Approve, on the recommendation of the Chair, the reappointment of Nat Carasali to the Reno-Tahoe Airport Authority representing Washoe County, beginning on July 1, 2017, and ending on June 30, 2021. Manager. (All Commission Districts.)

On motion by Commissioner Jung, seconded by Commissioner Berkbigler, which motion duly carried with Commissioner Hartung absent, it was ordered that Agenda Item 7 be approved.

17-0479 **AGENDA ITEM 8** Approve, on the recommendation of the Chair and the Chair of the District Board of Health Trustees, the appointment to the Washoe County District Board of Health from a pool of applicants including; Kathleen Banich-Bates, Matthew Buehler, Chelsea Hart, Joseph Herman, Bruce Judd, Dr. Michael Kinnison, Dr. Christopher Mumm, Toya Norton, Dr. John Packham, Dr. Troy Ross, Brian Sooudi, and Tom Young, [recommend Tom Young] as the Washoe County Commission's non-elected member to fill a remaining term through December 31, 2020. Manager. (All Commission Districts.)

On the call for public comment, Mr. Tray Abney with the Reno Sparks Chamber of Commerce stated the Chamber strongly supported Mr. Tom Young as he had been a small business owner for many years. He indicated Mr. Young was on the Chamber's Board and he thought it was vital to have small business owners on the District Board of Health to bring a diverse perspective.

Ms. Cathy Brandhorst spoke about matters of concern to herself.

Commissioner Jung stated her support for Mr. Young as he would be taking the seat of Mr. David Silverman from Silver Peak and she thought it was important to have a restaurateur on the District Board of Health.

On motion by Commissioner Jung, seconded by Commissioner Berkbigler, which motion duly carried with Commissioner Hartung absent, it was ordered that Tom Young be appointed to the Washoe County District Board of Health.

17-0480 **AGENDA ITEM 9** Recommendation to appoint one of seven applicants – Robert Borges, Amy Ghilieri, Charles Guffey, Karen Hudson, Robert Kirk, Ted Parkhill, or Jennifer Swiergiel – to fill one vacating seat on the Washoe County Library Board of Trustees, with a term effective July 1, 2017 through June 30, 2021. Library. (All Commission Districts.)

County Manager John Slaughter stated the Chair of the Board of Trustees recommended Ted Parkhill.

Commissioner Herman moved to appoint Charles Guffey to fill the vacant seat on the Washoe County Library Board of Trustees. The motion failed for lack of a second.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried with Commissioner Hartung absent, it was ordered that Ted Parkhill be appointed to the Washoe County Library Board of Trustees.

17-0481 **AGENDA ITEM 10** Possible action to approve the re-appointment of two Open Space and Regional Parks Commissioners for a second term on the commission [staff recommends Nathan Daniel and Thomas Guinn] for terms beginning on July 1, 2017, and ending on June 30, 2021, or until such time as a successor is appointed. Community Services. (All Commission Districts.)

On motion by Commissioner Jung, seconded by Commissioner Herman, which motion duly carried with Commissioner Hartung absent, it was ordered that Nathan Daniel and Thomas Guinn be re-appointed as Open Space and Regional Parks Commissioners.

17-0482 **AGENDA ITEM 11** Possible action to approve the appointment of three Open Space and Regional Parks Commissioners to fill vacancies on the commission [staff recommends Matthew Webber, Chris Nenzel, and Carrisa Tashiro] for terms beginning on July 1, 2017, and ending on June 30, 2021, or until such time as a successor is appointed. Community Services. (All Commission Districts.)

On motion by Commissioner Jung, seconded by Commissioner Berkbigler, which motion duly carried with Commissioner Hartung absent, it was ordered that Matthew Webber, Chris Nenzel, and Carrisa Tashiro be appointed as Open Space and Regional Parks Commissioners.

17-0483 **AGENDA ITEM 12** For possible action to approve, on the recommendation of the Chair, the reappointment of Clay Thomas to the Washoe County Board of Adjustment to represent Commission District 3 (unincorporated County area of District 3 generally includes portions of Panther Valley south of Sagehen Lane; and Sun Valley generally north of Dandini Boulevard, south of 7th Avenue and west of a boundary extending along Leon Drive to Wall Canyon Drive to Lupin Drive to Klondike Drive) to fill a term beginning on July 1, 2017, and ending on June 30, 2021, or until such time as Mr. Thomas no longer serves on the Board of Adjustment or a successor is appointed, whichever occurs first. Community Services. (Commission District 3.)

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

17-0484 **AGENDA ITEM 13** For possible action to approve, on the recommendation of the Chair, the appointment of Thomas B. Bruce to the Washoe County Planning Commission representing Commission District 4 (generally includes the Spanish Springs Valley area, the Warm Springs Valley area---aka Palomino Valley, east Truckee Canyon---from Sparks to Wadsworth, and the Wadsworth area) to a full term beginning on July 1, 2017, and ending on June 30, 2021, or until such time as Mr. Bruce no longer serves on the Planning Commission or a successor is appointed, whichever occurs first. Community Services. (Commission District 4.)

On motion by Commissioner Berkgigler, seconded by Commissioner Jung, which motion duly carried with Commissioner Hartung absent, it was ordered that Agenda Item 13 be approved.

17-0485 **AGENDA ITEM 14** For possible action to reappoint Sarah Chvilicek to the Truckee Meadows Regional Planning Commission for a term beginning July 1, 2017, and ending June 30, 2020, or until such time as Ms. Chvilicek no longer serves on the Washoe County Planning Commission or a successor is appointed, whichever occurs first. Community Services. (All Commission Districts.)

On motion by Commissioner Berkgigler, seconded by Commissioner Jung, which motion duly carried with Commissioner Hartung absent, it was ordered that Agenda Item 14 be approved.

17-0486 **AGENDA ITEM 18** Discussion and possible direction to staff on the Nevada Tax Commission's Regulations LCB File No. T002-17 concerning the recreational marijuana establishment early start program; initiation of ordinance changes for licenses, land use, and zoning regulations for recreational marijuana establishments within unincorporated Washoe County; and other related matters. Manager. (All Commission Districts.)

Assistant County Manager Kevin Schiller spoke regarding LCB file T002-17, known as the regulations that were passed for recreational marijuana. He reviewed the background of the item from the staff report. He stated the legislative session was concluded and he would provide a brief overview of the regulations. He reviewed the background including the regulations passed during the 2016 ballot measure and the recommendations from the Governor's Task Force. He noted the temporary regulations would expire in April of 2018 and the launch of the early start program would go into effect on July 1st. He said the regulations would allow local jurisdictions to regulate fees based on the temporary regulations. He indicated the Governor's Task Force was divided into various areas; consumer safety, retail establishments, taxation regulation and revenue structure. He highlighted the revenue structure stating that a three percent cap on business license fees was passed. He stated the early start program applied to medical marijuana establishments (MMEs) in good standing pursuant to Nevada Revised Statute (NRS) 453D. He indicated the business license process would consist of the application for a business license and the approval could occur based on the Board's direction either at a separate meeting where each application was reviewed by the Board or wherein Code could be developed that would specifically indicate staff approvals from certain individuals. He said to give a sense of what was happening in the other jurisdictions, the City of Reno had already gone forward with a similar presentation and were implementing Code changes for the early start program. The City of Sparks was also moving forward. He stated what the County intended to do was provide direction by the end of July and to have Code language in place to allow recreational establishments to exist based on approved regulations. He said staff needed direction from the Board regarding the business license fees and the discussion on the process. He stated the goal of staff was to impose a fee for recreational marijuana, similar to alcohol fees, on a quarterly basis based on annual gross receipts. He stated any action would come back to the Board twice for passage. Fee structures would depend on the direction the Board provided staff. He said the recommendation for the early start of recreational marijuana was to leave the regulations in place as they currently existed and to allow staff to work on the fee structure. He noted business impact statements were required on fee structures, which could prolong the process. He indicated the statewide approval results for the measure was 54.7 percent. Approved percentages in Washoe County was 53.86 percent, in District 1 it was 56.2 percent, in District 2 it was 48.4 percent, in District 3 it was 67.2 percent, in District 4 it was 49.4 percent and in District 5 it was 53.6 percent. He explained there were issues in the court related to recreational marijuana based on filings that occurred in the past month and he noted staff would update the Board as information became available. He stated there would be multiple issues coming before the Board for action related to recreational marijuana based on the regulations released on May 8th. He indicated the key issue would be the revenue side of recreational marijuana. He noted as

more information was available related to any aspect of recreational marijuana it would be brought back to the Board.

There was discussion regarding the details of a three percent cap on recreational marijuana. It was explained the cap was based on the overall gross sales of each facility. It was asked if the three percent was an addition to other taxes that would be imposed which would result in a nine percent tax. It was noted staff was dissecting the verbiage of the regulations and the breakdown would be brought back to the Board.

There was discussion regarding the business license fees. It was asked if the Board was restricted to a specific amount for the fee and if there was a fee cap. It was explained that whatever structure the County incorporated would determine the fee caps. It was noted staff participated in calls with statewide counties to obtain information related to best practices and fee structures. Regarding medical marijuana, the County adopted regulations from the State level and did not apply regulations at the local level. If the Board intended to participate in the early start program for recreational marijuana, it would be easiest to adopt the temporary State regulations. It was stated the meeting agendas would include a standing item on a regular basis to provide information and discuss possible changes.

Commissioner Jung asked if the County would be ready for the early start program on July 1st.

Mr. Schiller said it would likely be the third week in July before the County was ready for the early start program, which was comparable to where the other local jurisdictions would be.

Commissioner Jung stated for the record that she did not want the Board to evaluate each MME because it would become political. She thought staff had the ability to indicate who was or who was not in good standing. She wanted evaluations to be conducted but did not want to slow down the process because there was a need for revenue sources as well. She knew that Colorado and Seattle had researched the preferred percentage related to overtaxing marijuana products versus a more moderate level because one of the arguments for recreational marijuana was to get it out of the hands of criminals. She stated if marijuana became overtaxed, the cartel would come in and saturate the area. She noted the City of Reno approved a \$70,000 flat business license fee. She said the County met with many people from Arizona, Colorado and Washington and asked staff to come back to the Board with recommendations. She indicated the Board was not currently ready to provide that direction. She thought if the City of Reno was charging a flat \$70,000 fee and if the County was cheaper, the market could become volatile. She said she would rather see uniformity as much as possible.

Mr. Schiller stated in the legislative session, much discussion occurred and multiple bills were related to revenue and excise tax. He noted the Governor's interest was to support schools. He agreed that overtaxing would send people to the black market. He stated taxes had to be lowered in Washington because prices were pushing people

toward the black market. He said his biggest recommendation was to have standardized processes and to have the ability to provide data regarding sales.

Commissioner Jung stated she fully endorsed the early start program knowing that it would only go until April, which would allow the Board and staff the time and experience evaluate the processes and provide their recommendations.

Mr. Schiller stated within the Governor's Task Force, there were many recommendations that the Department of Taxation gathered to report to the Governor. He noted the outcome of the meetings had not been released. He stated when the outcome was released it would include additional information regarding monetary and service impacts for the County.

Commissioner Berkgigler wondered if language would be added that would allow additional dispensaries for recreational marijuana throughout the County. She indicated the requests would have to come before the Board for approval, and stated currently the County was allocated six medical marijuana dispensaries.

Mr. Schiller stated that in meetings with the Department of Taxation and the Governor's Task Force, there was significant discussion regarding the levels of state and local controls over additional marijuana facilities. He indicated this topic was yet to be defined. He stated the new regulations should define the competitive process for new applicants.

Chair Lucey stated there was currently a legal battle occurring in Carson City between alcohol distributors and he wondered if that would delay the early start of recreational marijuana. He said an injunction was filed by a Carson City judge regarding delaying the early start program.

Mr. Schiller stated it was still pending and could delay the early start program. He said his recommendation was to work on drafting Code to bring forward to the Board while the legal battle worked itself out. He said the order that was issued had to do with processes that would, or would not be allowed, at the Department of Taxation.

Chair Lucey stated in reference to Commissioner Berkgigler's comment, it was his understanding the County would be allowed an additional four dispensaries for recreational marijuana.

Mr. Schiller said he believed from the discussions at both the Governor's Task Force and with Department of Taxation that allocations would be based on jurisdiction but the numbers had not been released as of yet. He said the Board could opt to allow four additional facilities or possibly two additional facilities and allow the other two to be located in another jurisdiction within Northern Nevada if that was its intent. He stated potential changes would come before the Board for approval.

Chair Lucey said within the temporary regulations, the staff report outlined five types of fees.

Mr. Schiller stated the types of fees outlined in the staff report were the options. He said the Board could consider whether or not to move forward with Code changes to allow for recreational marijuana and then move forward separately on the business fee issue. He noted the Board could adopt any of the fee options. He said staff could come back with the best options to benefit revenue gain.

Chair Lucey asked if the fee structures would potentially change when the temporary regulations expired and the new regulations were established by the State.

Mr. Schiller replied yes, the Board could adopt Code changes and provide direction for business licensing. He stated it could be a standardized process or it could relate to any of the options in the staff report.

On the call for public comment, Mr. Don Christensen spoke regarding marijuana and stated he served sixteen years as the Senior Revenue Officer for the Nevada Department of Taxation. He said he was aware of the department processes involved with the marijuana issue. He noted the Board had been asked to make comments to the Tax Commission in April regarding the temporary and permanent regulations. He stressed he and his staff of seven revenue officers covered territory from Verdi to Wendover. He said mostly he dealt with sales and business tax along with some excise tax. He indicated the Board of County Commissioners had the opportunity to develop the regulations that did not exist at the state level. He said Title 32 (marijuana tax) was a civil statute, not a criminal statute. He noted he carried a badge but was unable to enforce sales or excise taxes. He stated the Department of Taxation did not employ enough audit staff to regulate the multi-million dollar marijuana industry. He asked the Board to strengthen the regulations.

Mr. Sam Dehne spoke about medical marijuana, drug testing, and the zoning of marijuana establishments.

Mr. Will Adler said he was with the Sierra Cannabis Coalition. He stated County staff did an outstanding job of being informed about marijuana issues. He said the County had been to all the meetings and had gone to great lengths to be informed and interactive during the establishment of legalized marijuana. He wanted to clarify two points: Commissioner Jung asked what the good standing clause was and he stated it was not up to Washoe County to determine but was the responsibility of the Department of Taxation in cooperation with human services. He indicated good standing was determined by current records, current sales and current MMEs. He noted the early start program would be for facilities that operated correctly, filed tax returns and had been open long enough to be in good standing with the State of Nevada. If there were any violations against an MME, they would not be eligible to apply for a recreational marijuana status. He said the other comment was about taxes and if they were excessive in Nevada. He stated the coalition took that seriously and wanted to find a good

percentage. He noted Colorado started with a 46 percent tax rate and Washington started with a 60 percent tax rate, which both were excessive. He said Nevada currently had a 15 percent wholesale tax on recreational marijuana at the cultivation level, then 8.6 percent Washoe County sales tax and an additional 10 percent excise tax from the Governor. In addition, there was an option to add a 3 percent gross fee, up to 3 percent in flat fees or quarterly gross fees. He said that would total 28 or 29 percent tax, which was on target with the other states once they lowered their tax rates. He stated with that tax rate the recreational marijuana should be competitive with the black market.

On motion by Commissioner Jung, seconded by Commissioner Berkgigler, which motion duly carried with Commissioner Hartung absent, it was ordered that staff be directed as recommended in the staff report.

Commissioner Jung stated this would be the last time Mr. Schiller would be talking about marijuana with the Board. She indicated marijuana had been an extensive issue and Mr. Schiller became a subject matter expert quickly. She said she was the appointed liaison for the Board for medical marijuana dispensaries and would continue in that role for recreational marijuana. She explained that no one was irreplaceable, but Mr. Schiller's wealth of knowledge related to marijuana was immense, not to mention his knowledge of Human Services and Child Services. She congratulated Mr. Schiller on his new position and thanked him for his hard work in Washoe County.

Chair Lucey stated he shared Commissioner Jung's sentiments. He said the marijuana issue had been a difficult and daunting process. He said he saw Mr. Schiller in action in Carson City, and the hours he committed to the process brought clarity which was evident in the County's ability to move forward with ordinances. He said Washoe County would be one of the forefront Counties when it came to discussions regarding adult recreational marijuana use and medical marijuana moving forward. He thanked Mr. Schiller for his time and dedication.

PUBLIC HEARING

17-0487 **AGENDA ITEM 25** Public hearing: For possible action to approve the relocation of a medical marijuana dispensary within unincorporated Washoe County pursuant to section 3 of Senate Bill Number 276 as signed into law on June 9, 2015. The request is from GTI Nevada, LLC. Manager.

Commissioner Hartung was present via telephone during this item.

Assistant County Manager Kevin Schiller stated this item was a request to move a medical marijuana establish (MME) from 745 Maize Boulevard, Incline Village, to 9650 Pyramid Way, Spanish Springs. He stated this was the second request to move the Incline Village MME to Spanish Springs, as the previous request was denied. He reviewed the background from the staff report regarding statutes and the processes required to move a MME location. He noted the comment cards for the required

neighborhood meeting were included in the staff report. He stated Washoe 311 had received multiple calls regarding this item, which he stated were documented in a summary related to the calls, petitions and comments regarding the proposed placement of the dispensary. He said 80 to 100 people attended the neighborhood meeting and the concerns included: requests to locate the dispensary in a commercial area; hours of operation; public use of marijuana onsite; availability of onsite security; potential for recreational marijuana in the future; pedestrian access and safety; increased resource demands on the Sheriff's Office and public safety; offsite advertising requirements; demographics serviced by facility; opposition to MME facilities in the area; proximity to Shaw Middle School and Spanish Springs High School; it was a cash only business; and loitering by students before and after school. He stated there was also support for the move of the dispensary to the proposed location. He indicated Green Thumb Industries (GTI) searched and considered other properties after the first denial. He stated GTI would present information and highlight their search efforts for proposed locations for the MME. He said the action of the Board was to provide direction regarding the relocation of the MME dispensary to 9650 Pyramid Way, Spanish Springs. He said as a reminder that all security and regulatory requirements that oversaw the process would be in place. He provided the documents he spoke about, which were placed on file with the Clerk.

Mr. Ben Kennedy stated he was with the law firm of Dickinson Wright and was representing the applicant. He introduced members of team: Mr. Anthony Georgiadis with GTI, Mr. Brian Irvine with Dickinson Wright and Mr. Dominic Brunetti with Dickson Realty. He stated the previously proposed location was next to a 7-11 convenience store and concerns were raised that included underage foot traffic and the close proximity to schools, which lead to the denial of the location. He noted he was provided with the direction to work with County staff to find a mutually acceptable location. He indicated their search was not limited to Spanish Springs, but included all areas in the unincorporated County. He stated the proposed location met the setback and zoning requirements, was far enough away from schools and community centers and was a stand-alone location, which would restrict loitering.

Mr. Georgiadis stated he was a principle with GTI. He said he took the feedback he received in late October to heart and said since that time they had worked hard to satisfy some of the concerns. He conducted a PowerPoint presentation that included slides entitled: Getting to know GTI; Experienced + Trusted Operators in Communities Like Yours; We are a Team of Community-Minded + Experienced Business Professionals; We Believe Safety + Security are Priority #1; Northern Nevada Advisory Board; We Believe in Being Good Neighbors; Comprehensive Real Estate Search to Address October 25th County Commission Concerns; Identified Location Considering Community Feedback 9650 Pyramid Way; What Does Rise a Dispensary in Spanish Springs Look Like; Patient is Greeted by Warm + Inviting Welcome Room; Patient is Escorted by Care Specialist into Consultation Area; Secure, Limited Access Layout Ensures Safety for Patients + Team Members; Proactive Security + Safety Protocols; Proud to Support Our Carson City Home; Proud to Support the Spanish Springs Community; And all of the Communities We Are Part of Across the United States. He stated GTI had developed a solid relationship with the neighbors at the Carson

City Rise location and they provided letters of full support. He said they heard all of the reasons why residents did not want the facility at the previously proposed location. He indicated GTI hired an additional real estate group to assist in the comprehensive search for a new location that would meet the criteria of the issues. He provided a brief background about GTI. He reviewed the core members of company and the Advisory Board and stated they had locations in Illinois, Maryland, Massachusetts and in the Carson City location that opened in September of 2016. He noted over a three-month period, more than 50 possible locations were researched but there were not many potential locations that met the requirements. He wanted Mr. Brunetti to speak regarding the details of the location search. Mr. Georgiadis provided the PowerPoint presentation, which was placed on file with the Clerk.

Mr. Brunetti stated he was with Dickson Realty. He explained GTI sought a location in unincorporated Washoe County for their MME. He noted they looked from the County line to the north, south, east and west. He said they investigated as many properties as possible and they did their due diligence on over 25 properties. As it had been mentioned, the location was required to be zoned as general commercial, neighborhood commercial, tourist commercial or industrial commercial and to be 1,000 feet from a school or 300 feet from a community facility or public place. He indicated they used maps provided by the County, along with tools customary to commercial real estate professionals to investigate as many properties as possible. He said included in the documents the Board received was a list of properties they investigated, which included properties in south Reno, north Washoe Valley, Hidden Valley, Lemmon Valley, Cold Springs and Spanish Springs. He indicated there were not many choices despite their diligent efforts.

Mr. Georgiadis indicated the location search brought them to 9650 Pyramid Way, Spanish Springs, which was an old Blockbuster building and a stand-alone building with approximately 5,500 square feet. He stated there were two other dispensaries in Northern Nevada that were located in old Blockbuster buildings. He explained the proposed site had more than three times the parking of the previously proposed parking area. He said the location was across Pyramid Way and not adjacent to a 7-11 convenience store frequented by high school students. He continued to review the PowerPoint presentation by displaying the slide related to the look of a dispensary in Spanish Springs. He stated they operated their business different from other dispensaries in Nevada. He indicated there was no green or cannabis leaves hung on the walls. He displayed a slide, which contained a photo of the inside of the Carson City store lobby. It was their intention to design the store in Spanish Springs similar to the Carson City store. He displayed the slide of the proposed layout of the building and explained the red, yellow and green shaded areas of the floor plan. He indicated there were access controls and the yellow or red areas were only accessible with a keycard. He said other features of the store would include controlled access throughout the facility, such as 24/7 video surveillance, onsite security, public carbon filtration to ensure there were no odors, a different look from other dispensaries, and products were properly packaged in childproof containers with labels to indicate the contents. He explained they had to work

hard to ingratiate themselves into the Carson City community. He stated they donated more than \$20,000 to various organizations. He commented they had a special place in their hearts for veterans and they had a Save Five - Give Five program which allowed a patient to save \$5.00 on their purchase or donate it to a veteran's organization. He mentioned they were donating and aligning themselves in the local area with the Boys and Girls Club, the Veterans of Foreign Wars and the Veterans Memorial in Sparks. He stated the people on his team were contributing to the communities they operated in before they were in the cannabis business. He said this was not Colorado; Nevada did an excellent job with the regulations and he did not think there would be a time when there would be a dispensary on every other corner as in downtown Denver. He noted medical marijuana was already in the community of Spanish Springs because some dispensaries delivered to the area residents. He said deliveries were coming from Reno and Sparks and the money was going back to where the dispensaries were located.

Mr. Irvine with Dickinson Wright law firm stated one of GTI's Advisory Board Members was former Washoe County Sheriff Michael Haley. He stated Mr. Haley was not present, but he wrote a letter of support, which was included in their presentation. Mr. Irvine read the letter to the Board.

Commissioner Hartung disclosed he worked as a County Commissioner with the best interests of all of Washoe County in mind and he was keenly interested in issues affecting District 4. He had attended the community meeting held by the developer concerning GTI's request to move their location to Spanish Springs. There was only one such meeting open to the public and they were not meetings of any County Commission or Board. He did not know if the meetings were recorded or whether any minutes from the meetings existed. Information about the Developer's project was presented by the Developer's agent; some of the residents were present and asked questions. He witnessed those exchanges but he did not ask or answer any questions nor did he participate other than through observation. He intended to participate in the Board's consideration of Agenda Item 25 concerning GTI's move. He stated he had not formed an opinion about the application based on the observation of the meeting he just mentioned. He stated he read the staff report and related materials that were in the public packet. He wanted to ask some questions of the staff, the applicant and potentially other speakers and he intended to consider whatever else was offered at today's meeting. His decision and vote would be based on matters in the public record. He had consulted with the District Attorney's Office and based on that advice he was making this disclosure and declaring his intent to participate.

The Chair opened the public hearing by calling on anyone wishing to speak for or against this Agenda Item.

The following individuals spoke in opposition to the possible relocation of a medical marijuana establishment (MME) from Incline Village to Spanish Springs: Mr. Ronald King; Ms. Diana Christensen; Mr. Don Christensen; Ms. Jody Johnson; Ms. Lynette Peters; Ms. Tess Wertyschyn; Mr. Kenneth Quirk, Mr. Geoff Staffelbach; Ms.

Dori Jensen; and Ms. Cynthia Bymers. Ms. Wertyschyn provided documents, which were placed on file with the Clerk.

The above individuals' concerns included: proposed location in a family friendly area; heavy traffic area; residents did not want a facility in Spanish Springs; increase in business related to Burning Man; security issues; the perception of the facility in the shopping center; tax dollars was the driving force for the location; proximity to schools and children friendly businesses; the possibility of the facility expanding to sell recreational marijuana; and the safety of children in the community.

The following individuals spoke in support of the possible relocation of a MME from Incline Village to Spanish Springs: Mr. Will Adler; Ms. Rebecca Gasca; Mr. Tyler Brennan; Ms. Sabrina Ostrandler; Ms. Lissa Farrell; Ms. Whitney Kissenberger; Ms. Nicole Sproall; and Mr. Darrin B. Sloan. Ms. Gasca and Mr. Sloan provided documents, which were placed on file with the Clerk.

The above individuals' reasons for support included: patients needed convenient access to medical marijuana; the storefront would not look like a dispensary; the area did not have a facility to meet patient needs; medicines were lab tested; the packaging was appropriate; medical marijuana helped patients discontinue the use of opioids for pain and provided health benefits; proven studies showed health benefits to patients with cancer, Parkinson's Disease, epileptic seizures, post-traumatic stress disorder and chronic pain; there was a difference between the benefits and effects of Cannabidiol (CBD) and Tetrahydrocannabinol (THC) in marijuana; and a purchase at a dispensary was safer than at a pharmacy.

Mr. Sam Dehne spoke about himself, Burning Man, the right of communities to make their own decisions, and former Sheriff Haley.

Ms. Cathy Brandhorst spoke about matters of concern to herself.

The following individuals were called to speak but were either not present or chose not to speak: Mr. David Jones, Dr. Mary Peterson, Mr. Marcus Waite, Mr. Ira Hansen.

Commissioner Hartung apologized to his constituents and the Board for not being physically present for the meeting but stated his trip had been planned for six months and it was unfortunate timing. He stated this had nothing to do with RISE, but he was frustrated regarding the medicinal side of marijuana and wondered why the Legislature did not treat this as a medical issue and allow any doctor to prescribe medical marijuana and any pharmacy to dispense the product. He noted the applicant started by saying what they heard from residents was the facility was located in a strip mall and there were parking issues; however, the same issues existed on the other side of the road. He stated this was a little town center and in fact the Blockbuster building was in a center with significant ingress and egress of traffic. He thought it would present some problems for the center. He addressed Mr. Georgiadis and stated they had applied for a medical

marijuana license but he wanted it on record whether the applicant intended to sell recreational marijuana also.

Mr. Georgiadis stated that was a great question. He said they were not trying to dodge the recreational marijuana topic, but currently they were not eligible to apply for the early start program because the facility was not operational. He requested to be treated in the same manner as the other MMEs in the County. He stated it would be preliminary and early to say one way or the other, but they wanted to be treated fairly and the same as the other operators.

Commissioner Hartung said there was 5,500 square feet, but the business was only allowed to use 2,000 square feet. He noted the rendering displayed the entire facility would be used.

Mr. Georgiadis said there were a few points he wanted to make. He noted the proposed location was available last year when they applied to move to the Eagle Canyon location. He stated the lease of a 5,500 square foot building was more money than they wanted to spend and it was more space than they needed. He said the plans in the presentation were for only 2,000 square feet of the building.

Commissioner Herman thanked the people from Spanish Springs and Lemmon Valley for showing up to defend the community's rights. She stated there were two things she requested when the Code was written for the County marijuana facilities; first she wanted to increase the distance from a school from 1,000 feet to 5,000 feet; second in rural areas she thought the facilities should be required to be located within an industrial area.

Commissioner Berkbigler stated the reason the facility was relocating was because they had been assigned a location in Incline Village and there was already a full facility operating in Incline Village that would be selling medical marijuana. Once early start went into effect they would be selling recreational marijuana as well. She said the facility was in the middle of town, in a neighborhood where kids walked past frequently. She explained it was approved by the State, not the County. In fact, the County did not have an option and the Legislature thrust it upon the County. She noted the feedback she received from her constituents was they did not know the facility was there. She stated the sign regulations prevented the business from flashy or explicit signs so people did not see it. She said most of the operating facilities were not considered a problem. She admitted there had not been any complaints about the facility operating in Incline Village or any complaints that recreational marijuana would be sold in the facility. She noted the residents knew recreational marijuana was going to come to that facility; in fact they voted 72 percent to support recreational marijuana. She said that was the reason this facility needed to relocate. She noted it had no bearing on the fact they could not make money in Incline Village. It had bearing on the fact that there was an existing facility in Incline Village and the County was given direction by the State to allow six medical marijuana facilities throughout unincorporated areas. She indicated there were two facilities in Sun Valley, one facility in Lemmon Valley, one facility in the South Valleys,

and one facility in Incline Village, but none in District 4. She stated because of this, the County did not comply with the direction given by the State Health Department and that was the reason for the support of a facility in Spanish Springs. She said this facility was across Pyramid Way on the opposite side from the previous location that was denied. She noted there was no question it was in a community of people, but all other facilities in City of Reno and the County were located in neighborhoods where people walked by the buildings all the time. She stated there was no more traffic on Pyramid Way during Burning Man than there was in Incline Village during the 4th of July or any other time of the year. She said Lake Tahoe had over 10 million visitors per year and a significant percentage went to the Incline Village area. She explained she had made it clear that she was supportive of medical marijuana; she stated she was personally not supportive of recreational marijuana but it had been thrust upon municipal governments across the State. She said the County was not in a position to oppose the facilities because such an opposition would have to have occurred in 2013 when medical marijuana was first discussed. She stated the County needed to make decisions and move forward. She said the petitions were proof that a great deal of people were in favor of the facility in Spanish Springs and she asked Mr. Schiller to review what the percentage of positive votes were.

Assistant County Manager Kevin Schiller stated the results of District 4 on the 2016 ballot measure were 49.4 percent in favor of recreational marijuana.

Commissioner Berkbigler stated for Incline Village, the Registrar of Voters broke the detail down precinct-by-precinct, but she thought that had not been the case for Spanish Springs. She said it was important to remember the value of medical marijuana and the value to allow people to run a business that was controlled by the State. She stated there was no other state in the nation that was better at controlling gaming than Nevada and the State would be just as good at controlling marijuana. She noted it was not legal at the federal level but that did not change that it was legal at the state level. She said the Board needed to accept the fact that it was here and it was the County's problem to make it work.

Chair Lucey asked Mr. Schiller if the applicant had been able to address all the pertinent issues in regards to the restrictions the County set forward.

Mr. Schiller replied yes the applicant had met the requirements. He noted there were concerns related to security identified at the community meeting. He stated there was a state and a local review of requirements related to the application and approval process. He ensured Chair Lucey the item would not have been agendaized if the applicant not met the requirements pursuant to current regulations.

Chair Lucey said since October of 2016, many concerns were brought forward by citizens of the community. He stated the Board asked GTI to address those concerns and bring back answers. He agreed that the location was in a strip mall just down the street from schools. He noted there was a location that was a stand-alone building, which addressed his security concerns. He stated the location was not directly down the street from schools and it was across Pyramid Way, which was an extremely

busy road. He explained in the County there were not an abundance of industrial areas in which such businesses could be located. He stated as Commissioners and a Board, they had to abide by the laws provided by the State. He said he believed in the 10th amendment and States' rights. He noted the State clearly passed this in the November election. He thought GTI addressed the concerns in the community, they adhered to all the standards that were set forth, and he thought they would be good working partners.

Commissioner Hartung stated the community did not say they did not want an MME facility in Spanish Springs, but they did want the facility to be located in an industrial area to the north. He stated he could not support the move.

Commissioner Hartung moved to deny the application from GTI. Commissioner Herman seconded the motion. The motion failed on a vote of 3 to 2, with Chair Lucey and Commissioners Berkbigler and Jung voting "no".

Commissioner Berkbigler moved to approve the relocation of a medical marijuana dispensary within unincorporated Washoe County pursuant to section 3 of Senate Bill Number 276 as signed into law on June 9, 2015. Commissioner Jung seconded the motion, which duly carried on a vote of 3 to 2, with Commissioners Hartung and Herman voting "no".

2:24 p.m. The Board recessed.

3:31 p.m. The Board reconvened with Commissioner Hartung absent.

PUBLIC HEARINGS:

17-0488 **AGENDA ITEM 26** Public Hearing: For possible action, second reading and possible adoption of an ordinance amending Ordinance No. 1000 in order to change the boundaries of District No. 24 (Groundwater Remediation); AND Public Hearing: For possible action, second reading and possible adoption of an ordinance imposing a fee on the parcels of land in Washoe County, Nevada District No. 24 (Groundwater Remediation) to pay the costs of developing and carrying out a plan for remediation; and other matters relating thereto. Community Services. (All Commission Districts.)

The Chair opened the public hearing by calling on anyone wishing to speak for or against adoption of said Ordinances.

Nancy Parent, County Clerk, read the title for Ordinance No. 1594, Bill No. 1778.

Nancy Parent, County Clerk, read the title for Ordinance No. 1595, Bill No. 1779.

On the call for public comment, Ms. Cathy Brandhorst was called but was not present to speak.

Commissioner Herman asked to see the map with the boundaries.

Remediation District Programmer Chris Benedict indicated there was a map in the staff report and it was the same boundary map as the Truckee Meadows Water Boundary Area.

On motion by Commissioner Jung, seconded by Commissioner Berkgigler, which motion duly carried with Commissioner Hartung absent, Chair Lucey ordered that Ordinance No.1594, Bill No. 1778, be adopted, approved and published in accordance with NRS 244.100.

On motion by Commissioner Jung, seconded by Commissioner Berkgigler, which motion duly carried with Commissioner Hartung absent, Chair Lucey ordered that Ordinance No.1595, Bill No. 1779, be adopted, approved and published in accordance with NRS 244.100.

17-0489 **AGENDA ITEM 23** For possible action, to introduce and conduct a first reading of an ordinance approving a second amendment to a development agreement (Terrasante) originally approved in 2008 (Development Agreement DA08-005, ordinance number 1367) and first amended in 2010 (Amendment of Conditions AC0-002, ordinance number 1435), to extend the deadline for filing the first final map to June 6, 2021, with one additional one-year extension granted at the discretion of the Director of Planning and Development. And if approved, schedule a public hearing date and second reading for June 27, 2017. Applicant: Gateway Company, L.C. Property Owner: Gateway Company, L.C. Location: Approximately 1.7 miles south of Mount Rose Highway at the terminus of Callahan Road. Assessor's Parcel Number(s): 047-141-03 (20.123 Acres), 047-141-06 (43.177 acres), 047-141-07 (20.126 acres), 047-141-11 (183.377 acres), 047-141-12 (85.322 acres), and 148-130-04 (41.937 acres). Parcel Size: +/- 394 acres. Master Plan Category: Suburban Residential (SR). Regulatory Zone: Specific Plan (SP). Area Plan: Forest. Citizen Advisory Board: South Truckee Meadows/Washoe Valley. Development Code: Article 814, Development Agreements. Section/Township/Range: Section 11, T17N, R19E, MDM, Washoe County, NV. Community Services. (Commission District 2.)

The Chair opened the public hearing by calling on anyone wishing to speak for or against adoption of said Ordinance.

Nancy Parent, County Clerk, read the title for Bill No. 1780.

There was no public comment on this item.

Bill No. 1780 was introduced by Commissioner Berkbigler, and legal notice for final action of adoption was directed.

17-0490 **AGENDA ITEM 24** Discussion and possible direction to staff regarding legislation or legislative issues from the 2017 (79th) Nevada Legislative Session or such legislative issues as may be deemed by the Chair of the Board to be of critical significance to Washoe County. Manager. (All Commission Districts.)

County Manager John Slaughter stated Governor Brian Sandoval was reviewing bills and said more bills may yet be signed or vetoed. Staff thought it would be practical to provide a high-level review regarding the topics of interest. He noted a full report would be brought to the Board that would cover all the legislation that impacted the County.

Director of Management Services Al Rogers agreed this would be a high-level review provided in a similar format as previously presented. He stated the items were categorized for the ease of finding information related to the 11 bills of interest. He indicated the following bills had been signed by the Governor: Senate Bill (SB) 246, Assembly Bill (AB) 375, AB 519, SB 487, SB 344, AB 422, AB 267, and AB 97. The Governor vetoed AB 407, which was for Cooperative Extension. He stated a full and comprehensive report would be brought back to the Board in July. He hoped the information provided insight into what was occurring. He noted any input on the layout or content would be included in the final report for the 2017 Legislative session.

Commissioner Berkbigler said she was receiving requests to appoint individuals to a committee pursuant to SB 462. She explained for those who were not aware of SB 462, it was the second item on the first page and it authorized the County Commission to review the General Improvement District (GIDS). She thought it went into effect on July 1st. She asked Mr. Rogers to meet with her regarding a plan to put it into effect.

Mr. Rogers said he could do that and noted there were nuances for the formation of such a committee. He stated it would involve a public process and involve State Senators and Assemblymen.

Chair Lucey asked for details regarding the flood management bill and for timelines to be included in the July report.

On the call for public comment, Mr. Cliff Low referred to the Board of County Commissioners meeting of May 23rd when the same Agenda Item and summary were being discussed. He stated Mr. Rogers presented the matrix and said there was no reason to change positions on any bills. One Commissioner urged the Board to change their position on AB 379 from neutral to support. AB 379 was the Bill that would permit cities and counties to form districts to maintain parks. He quoted a Commissioner as saying “the GIDs would only be enacted if people voted 50 percent plus one to tax

themselves”. He said that statement was inaccurate. He noted no one corrected the Commissioner because it was possible no one knew it was an inaccurate statement. He said the only correction was made was they were not GIDs. He explained the Bill did not require a vote of the public to establish a district. He stated the presentation was followed by a unanimous vote to change the Board’s stance from neutral to supporting. He wondered if the Board had known a vote was not required and whether it would have affected its decision to support the Bill. He mentioned on June 5th, another Commissioner appeared on a syndicated program and brought up AB 379 by stating some concerns that the Bill could be considered taxation without representation. Mr. Low provided a document for the Commissioners, which was placed on file with the Clerk.

17-0491 **AGENDA ITEM 27** Discussion and update pursuant to Commissioners’ previous requests and/or topics for future agendas.

County Manager John Slaughter stated Director of Management Services Al Rogers would conduct a review of the monthly dashboard.

Mr. Rogers stated the monthly dashboard of Commissioner requests was currently at 137 requests that were listed by district, active requests, the subject matter expert it was assigned to, the assigned Management Analyst and the status of the request. He indicated it was a working document and would continue to be updated monthly. He noted a 90-day working calendar was included in the dashboard. He said regarding the 90-day calendar, it was difficult to foresee the future and that was why there were many TBDs indicating to be determined. He said the most accurate information was in the 30 to 60-day window of time. He indicated another page was added to the dashboard that included planning and development highlights to inform Commissioners about some of the items that were going to the planning commission or coming to the Board. He said staff continued to refine and provide reports on various questions and surface calls received through Washoe 311. He noted there were more calls related to the Community Services Department in past 30 days, but staff also received questions related to the Assessor’s Office and the Treasurer’s Office as property tax deadlines approached. Mr. Rogers provided the reviewed documents, which were placed on file with the Clerk.

Commissioner Herman wanted to know exactly on what date the discussion on the Community Advisory Board (CAB) meetings would take place. She stated she heard a rumor about July.

Mr. Rogers stated there was a CAB discussion, which was included in an overall update of constituent services program, scheduled for the meeting of June 27th.

Commissioner Herman asked about the issue of members residing on a General Improvement District Board and a CAB at same time. She wondered when that issue would be on an agenda and if there should be a stipulation against the practice.

Mr. Rogers stated the follow-up on that particular request would occur this week in the form of a memo. He indicated staff could look for direction if the Board requested the Code be modified. He noted it could be addressed at the next meeting.

Chair Lucey said he liked the additional information about the Planning Commission and the Board of Adjustment meetings. He said the dashboard discussed District impacts, applicant's names and title of projects, but did not include history about where it was in the process. He stated it would be easier for the Commissioners to review if there was more information. He noted he had discussions offline with staff regarding the subject but he wanted to ensure it was on record. He indicated the Commissioners discussed their initiatives offline to ensure staff was aware of priorities.

Mr. Rogers stated he would continue to set time aside to ensure that he and staff were communicating and hearing what the Commissioners priorities were.

Chair Lucey thanked Mr. Rogers and said the dashboard was a tremendous tool to help maintain the priorities of the Commissioners.

17-0492 AGENDA ITEM 28 Public Comment.

On the call for public comment, Ms. Leona Galar and Ms. Cathy Brandhorst were called to speak but were not present.

Mr. Danny Cleous stated Commissioner Herman had been the one helping them in Lemmon Valley. He said it was great how the Commissioners brought the resources together for the Tahoe shared use path and he wished the County could bring the resources together in Lemmon Valley to solve the issues there. He stated there was a \$38 million bond on Swan Lake. He said it was brought to his attention and came about in 2000. He noted the community wondered where that money went and if it could be used to fix the problem. He stated he may have misspoke earlier when he said a social worker indicated he was going to be kicked out of his home at the end of August. He explained he was referring to the people who were currently displaced who would be kicked out of their temporary housing at the end of August, which did not include him. He stated although his home was a wreck, he was staying there until he could rebuild it.

Ms. Tammy Holt-Still spoke regarding miscommunication about who the Lemmon Valley community board was and that a Public Information Office for Social Services was claiming to be a spokesperson for Lemmon Valley by making demands and requests. She indicated that person was asking for the Lemmon Valley recovery committee to assist the displaced residents to get back into their homes; for the recovery of Lemmon Valley back to pre-disaster conditions; and to repair the disrepair that was not done in the community. She noted the residents were trying to work with the County and Commissioner Herman, but it was important that the entire Board listen. There were only four more months until winter arrived with more water. She said most people did not have water around their homes and many people did not care, but there were people in Lemmon Valley who still had water around their homes and needed help.

Ms. Donna Robinson stated she was a resident of Lemmon Valley and her home was red tagged. She said she could not live in her home, which was the first home she ever purchased. She commended Commissioner Herman for her help and stated the Commissioner had not failed the community. She noted Chair Lucey had been to Lemmon Valley at the beginning of the flooding. She invited the rest of the Commissioners to stay at her home. She indicated the smell was terrible and she did not know how she was going to get it fixed. She thanked the County for the temporary housing and noted she was informed earlier there would be additional temporary housing for her. She stated the Commissioners were supposed to support the entire County, not just their district. She asked the Board to come see the devastation and noted there were many residents who would be happy to give tours of their flooded homes.

Mr. Garth Elliott spoke regarding the water in Lemmon Valley and the smoke in Spanish Springs. He spoke about the people that were in opposition of the medical marijuana establishment (MME). He said he heard about 24 evils that would befall the community, but had just heard one he had not heard before, which was increased graffiti. He indicated there were two MMEs in Sun Valley and there had been no negative effects to the area. He stated it was as if they were not there, but they were providing a valuable service to people who desperately needed the remedies that medical marijuana provided. He said there were two people in his home that had medical marijuana cards and it was beneficial to them. He mentioned there would be a cleanup effort occurring this weekend to allow residents to dump green and yard waste for free. The dumpsters were paid for by money the Sun Valley MMEs donated. He said the dumpsters were not there because of the fire departments or the County; they were there because of the MMEs. He stated there were no ill effects to medical marijuana patients as there were to opiates and he was considering getting away from the opiates he took for his back. He noted two people died recently from opiates but no one died from of medical marijuana.

Mr. Cliff Low spoke regarding Assembly Bill (AB) 379, which empowered any city or county statewide to create separate quasi-municipal parks, trails and open space districts. Each district would have its own Board of Trustees and the authority to create a new separate revenue stream by imposing legally enforceable fees, special assessments and property taxes. He stated on May 23rd, the Board of County Commissioners voted unanimously to support AB 379 after hearing incorrectly that these districts could not be formed unless there was a majority vote in favor. The handout that the Clerk distributed earlier was an excerpt of the Bill and section 10.4, which read “any ordinance creating a district may require that the creation of the district is only effective upon approval by a majority of voters who live within the boundaries of the district in the next general election”. He reiterated that occurred on May 23rd, but on June 5th a Commissioner appeared on a television program and said she could not speak for the Commission as a whole, but brought forward the possibility that creation of a district without a vote could be taxation without representation. He said later in the day on June 5th, the Governor signed the Bill and it would become a law on July 1st. He indicated the Commissioners were on record in support of this bill because of the thought that it needed a vote. He stated when the final meeting regarding all the bills took place in July, the Commissioners should answer the questions if the Board was considering the creation

of a district and if so would the County only do so if a vote was submitted to the people who would be taxed.

17-0493 AGENDA ITEM 29 Announcements/Reports.

Commissioner Herman asked staff to inquire about the \$38 million bond that Mr. Danny Cleous spoke regarding during public comment. She thought it was worth investigating to see what happened to the funding.

Chair Lucey asked for information from staff related to the sign Ordinance for medical marijuana establishments (MMEs). He stated there was a sign in the City of Reno on northbound 395 for Blüm Dispensary that said “Wake up and Blüm”. He thought it was inappropriate for dispensaries to advertise publically. He wanted to ensure there was some jurisdiction in the County Ordinance to prevent that type of facility from advertising. Next, he said a number of the Commissioners participated and donated funds to the Fire Camp for the Truckee Meadows Fire Protection District (TMFPD). He reported camp had just started and they would be camping for a night at the Galena Creek Park at Camp WeChMe. He said there would be camp activities going on for the next two days. He thanked Commissioner Berkbigler and Commissioner Hartung for their contributions to the fire camp so young kids could participate in such a memorable event. He stated the Reno-Sparks Convention and Visitor Authority (RSCVA) just launched their new brand and logo. He stated the RSCVA Board had been working on this for the past two years.

County Manager John Slaughter announced there were some other events occurring. He stated Flag Day was June 14th and the District Court was sponsoring several events including a Flag Day ceremony at 5:30 p.m. at the Courthouse. He said at 12:00 p.m. on June 16th he would be involved in an event to collect flags for retirement. He explained if citizens had flags that were no longer serviceable they could bring them to the Courthouse that day to ensure they were properly retired. He noted the first Walk with Washoe series started on June 6th at Keystone Canyon and the walk on June 20th would be from Mayberry Park to Dorostkar River Park. He said the events were set up on Tuesdays to introduce the public to County parks, to get outside and to get some exercise. He noted they were short hikes and kid friendly.

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

* * * * *

4:14 p.m. There being no further business to discuss, the meeting was adjourned without objection.

BOB LUCEY, Chair
Washoe County Commission

ATTEST:

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

Minutes Prepared by:
Doni Gassaway, Deputy County Clerk
Derek Sonderfan, Deputy County Clerk

RESOLUTION – Authorizing the Grant of Public Money to a Nonprofit Organization Created for Religious, Charitable or Educational Purposes


WHEREAS, NRS 244.1505 provides that a Board of County Commissioners may expend money for any purpose which will provide a substantial benefit to the inhabitants of the County and that a board may make a grant of money to a nonprofit organization created for religious, charitable or educational purposes to be expended for a selected purpose; and

WHEREAS, the Board of Commissioners of Washoe County has determined that \$10,000 in funding is needed to assist in providing services to encourage fair housing standards; now, therefore, be it

RESOLVED, by the Board of Commissioners of Washoe County that:


1. The Board hereby grants to Silver State Fair Housing Council, a nonprofit organization created for religious, charitable or educational purposes, a grant for fiscal year 2016-2017 in the amount of \$10,000 (Community Support).
2. The Board finds that in making this grant a substantial benefit will be provided to the inhabitants of the County by providing informational materials and education to increase community awareness of housing discrimination, Fair Housing Act protections, and fair housing rights and responsibilities.
3. The maximum amount to be expended is \$10,000.

Adopted this 13th day of June, 2017



Bob Lucey, Chairman
Washoe County Commission

ATTEST:



Nancy L. Parent
County Clerk

17-0458

RESOLUTION – Authorizing the Grant of Public Money to a Nonprofit Organization Created for Religious, Charitable or Educational Purposes

WHEREAS, NRS 244.1505 provides that a Board of County Commissioners may expend money for any purpose which will provide a substantial benefit to the inhabitants of the County and that a board may make a grant of money to a nonprofit organization created for religious, charitable or educational purposes to be expended for a selected purpose; and

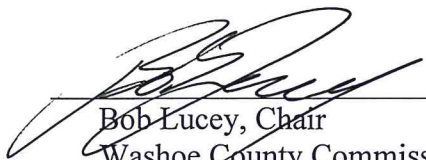
WHEREAS, the Board of Commissioners of Washoe County has determined that \$25,000 in funding is needed to assist in providing services to support a month-long summer arts festival, and encourage local artist participation in the festival; now, therefore, be it

RESOLVED, by the Board of Commissioners of Washoe County that:


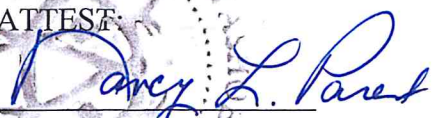
1. The Board hereby grants to Artown, a nonprofit organization created for religious, charitable or educational purposes, Artown 2017 in the amount of \$25,000 (Community Support).
2. The Board finds that in making this grant a substantial benefit will be provided to the inhabitants of the County by providing a month-long summer arts festival, featuring about 500 in nearly 100 locations.
3. The conditions and limitations upon the grant are as follows:
 - a) Event must be held for the purpose of improving public awareness, education and/or support for a specific community issue, topic, or concern. Including, but not limited to topics related to community, economic diversification, culture, the arts, the environment, and health and human service issues.
 - b) Event must be open to public participation without limiting participation to a specific target population.
 - c) Event must be annual or one-time events not on-going activities.
 - d) Events for which the primary purpose is to raise funds to support programs or operation of the non-profit are not allowable.
 - e) Any organization participating in partisan activity in the judgement of County Staff or the Commission, is not allowable.

17-0458

Adopted this 13th day of June 2017.



Bob Lucey, Chair
Washoe County Commission


ATTEST


County Clerk

RESOLUTION – Authorizing the Grant of Public Money to a Nonprofit Organization Created for Religious, Charitable or Educational Purposes

WHEREAS, NRS 244.1505 provides that a Board of County Commissioners may expend money for any purpose which will provide a substantial benefit to the inhabitants of the County and that a board may make a grant of money to a nonprofit organization created for religious, charitable or educational purposes to be expended for a selected purpose; and

WHEREAS, the Board of Commissioners of Washoe County has determined that \$10,000 in funding is needed to assist in providing services to support the Reno Tahoe Open a PGA Tour sanctioned professional golf tournament; now, therefore, be it

RESOLVED, by the Board of Commissioners of Washoe County that:

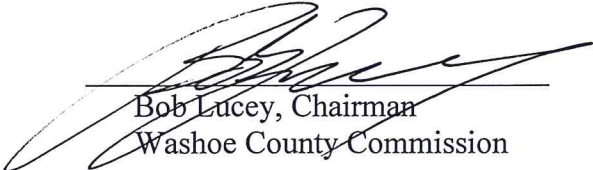
1. The Board hereby grants to the Reno Tahoe Open Foundation, a nonprofit organization created for religious, charitable or educational purposes, a grant for the 2017 event in the amount of \$10,000 (Community Support).
2. The Board finds that in making this grant a substantial benefit will be provided to the inhabitants of the County by providing a significant economic impact for the Reno/Tahoe region and contributing positively to the quality of life in our community.
3. The conditions and limitations upon the grant are as follows:
 - a) Event must be held for the purpose of improving public awareness, education and/or support for a specific community issue, topic, or concern. Including, but not limited to topics related to community, economic diversification, culture, the arts, the environment, and health and human service issues.
 - b) Event must be open to public participation without limiting participation to a specific target population.
 - c) Event must be annual or one-time events not on-going activities.
 - d) Events for which the primary purpose is to raise funds to support programs or operation of the non-profit are not allowable.
 - e) Any organization participating in partisan activity in the judgement of County Staff or the Commission, is not allowable.

17-0458

Adopted this 13th day of June, 2017

 ATTEST:

County Clerk


Bob Lucey, Chairman
Washoe County Commission

RESOLUTION – Authorizing the Grant of Public Money to a Nonprofit Organization Created for Religious, Charitable or Educational Purposes

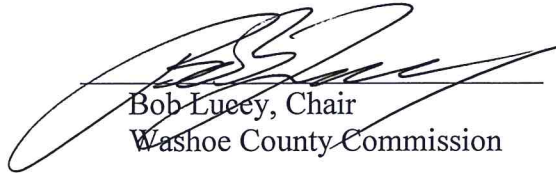
WHEREAS, NRS 244.1505 provides that a Board of County Commissioners may expend money for any purpose which will provide a substantial benefit to the inhabitants of the County and that a board may make a grant of money to a nonprofit organization created for religious, charitable or educational purposes to be expended for a selected purpose; and

WHEREAS, the Board of Commissioners of Washoe County has determined that \$9,213 in funding is needed to assist in support for the Partners in Education Program that provides opportunities for relationship-building between schools and community, focusing on using community resources to strengthen academics; now, therefore, be it

RESOLVED, by the Board of Commissioners of Washoe County that:

1. The Board hereby grants to the Education Alliance of Washoe County, a nonprofit organization created for religious, charitable or educational purposes, a grant award in the amount of \$9,213 (Community Support).
2. The Board finds that in making this grant a substantial benefit will be provided to the inhabitants of the County by providing support for the development of a Partner in Education membership and recognition initiative for the principals, schools, and their community partners who are making significant contributions to strengthen education through collaborations and relationships.
3. The maximum amount to be expended is \$9,213.

Adopted this 13 Day of June 2017.


Bob Lucey, Chair
Washoe County Commission

ATTEST:


Nancy L. Parent
County Clerk

17-0458

RESOLUTION
TO AUGMENT THE 2016-2017 BUDGET OF THE
WASHOE COUNTY REGIONAL PERMITS CAPITAL FUND

WHEREAS, total resources of the Regional Permits Capital Fund of Washoe County were originally budgeted to be \$13,500 on July 1, 2016; and

WHEREAS, the total available resources are now determined to be \$28,500

WHEREAS, said additional unanticipated resources are as follows:

Local Govt-Cap Cost (Progress Payments made by Reno & Sparks) \$ 15,000

WHEREAS, there is a need to apply these excess proceeds in the Regional Permits Capital Fund.

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

Section 1. That Washoe County shall augment its 2016-17 budget by appropriating \$15,000 for use in the Regional Permits Capital Fund, thereby increasing its appropriations from \$173,461 to \$188,461, as follows:


<u>Increase Revenues</u>	
C430010 -433320 – Local Govt-Cap Cost	\$ 15,000.00
Total Increase in Revenues	\$ 15,000.00

<u>Increase Expenditures</u>	
C430010 -710700 – Professional Services	\$ 15,000.00
Total Increase in Expenditures	\$ 15,000.00


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

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

Adopted this 13th day of June, 2017.



Chair, Washoe County
Board of County Commissioners

ATTEST:


County Clerk

17-041600

RESOLUTION – Authorizing the Grant of Public Money to a Nonprofit Organization Created for Religious, Charitable or Educational Purposes

WHEREAS, NRS 244.1505 provides that a Board of County Commissioners may expend money for any purpose which will provide a substantial benefit to the inhabitants of the County and that a board may make a grant of money to a nonprofit organization created for religious, charitable or educational purposes to be expended for a selected purpose; and,

WHEREAS, the Board of County Commissioners of Washoe County upon the recommendation of Commissioner Kitty Jung for District 3, has determined that \$3,500 is needed to provide support for Planned Parenthood; and,

WHEREAS, Planned Parenthood’s mission is to provide comprehensive reproductive and complementary health care services in settings which preserve and protect the essential privacy and rights of each individual, to advocate public policies which guarantee these rights and ensure access to such services, to provide educational programs which enhance understanding of individual and societal implications of human sexuality, and to promote research and the advancement of technology in reproductive health care and encourage understanding of their inherent bioethical, behavioral, and social implications.; and now, therefore, be it

RESOLVED, by the Board of Commissioners of Washoe County that:

1. The Board hereby grants to Planned Parenthood, a nonprofit organization created for religious, charitable or educational purposes, a grant for fiscal year 2016-2017 in the amount of \$3,500.
2. The Board finds that in making this grant a substantial benefit will be provided to the citizens by providing support to the mission of Planned Parenthood.
3. The maximum allowable expended for this effort within Commission District Special Funding Accounts is \$3,500 and funds shall not be used to purchase of tickets to special events and shall be used within Washoe County.

ADOPTED this 13th day of June, 2017


Bob Lucey, Chair

Washoe County Commission

ATTEST:


County Clerk

17-0461

RESOLUTION – Authorizing the Grant of Public Money to a Nonprofit Organization Created for Religious, Charitable or Educational Purposes

WHEREAS, NRS 244.1505 provides that a Board of County Commissioners may expend money for any purpose which will provide a substantial benefit to the inhabitants of the County and that a board may make a grant of money to a nonprofit organization created for religious, charitable or educational purposes to be expended for a selected purpose; and

WHEREAS, the Board of County Commissioners of Washoe County upon the recommendation of Commissioner Kitty Jung for District 3, has determined that \$500 is needed to provide support for the Polygrarian Institute; and,

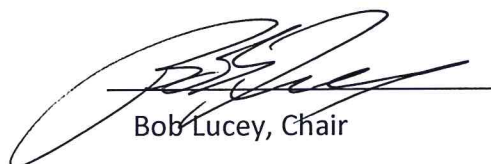
WHEREAS, the Polygrarian Institute’s vision is to grow the next generation of conscientious farmers, innovative educators, and sensible leaders that will collectively push the pendulum in a new direction. Through intensive training and mentorship programs, Polygrarians will experience the inter-connectedness of food systems and develop contemporary methods to deploy effective change in their communities; and,

WHEREAS, the Polygrarian Institute’s mission is cultivating community based food systems through education, research & civic engagement; and, now, therefore, be it

RESOLVED, by the Board of Commissioners of Washoe County that:

1. The Board hereby grants to Polygrarian Institute, a nonprofit organization created for religious, charitable or education purposes, a grant for fiscal year 2016-2017 in the amount of \$500.
2. The Board finds that in making this grant a substantial benefit will be provided to the inhabitants for the County by building a vibrant, more resilient food system through service learning.
3. The maximum allowable expended for this effort within Commission District Special Funding Accounts is \$500 and funds shall not be used to purchase of tickets to special events.

ADOPTED this 13th day of June, 2017


Bob Lucey, Chair

Washoe County Commission

ATTEST:


County Clerk

17-0461

**NLTFPD INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING,
MONITORING AND SUPPRESSION PERSONNEL AND EQUIPMENT**

THIS INTERLOCAL AGREEMENT, hereinafter referred to as "Agreement", is made and entered by and between the County of Washoe, a political subdivision of the State of Nevada, on behalf of the Washoe County Sheriff's Office, 911 Parr Boulevard, Reno, NV 89512, hereinafter the "WCSO" and the North Lake Tahoe Fire Protection District, 866 Oriole Way, Incline Village, NV 89451, hereinafter the "NLTFPD." The parties to this agreement also may be referred to as "participating agency" or "participating agencies."

WHEREAS, each of the parties are public agencies and political subdivisions of the State of Nevada; and

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

WHEREAS, the WCSO owns and operates an HH1-H helicopter on which a water tank for fire suppression can be affixed, as well as two OH-58 helicopters which aircraft are suitable for use for aerial observation purposes; and

WHEREAS, the NLTFPD is responsible for wildland fire monitoring and suppression within its respective areas of unincorporated Washoe County; and

WHEREAS, aerial fire monitoring and suppression instituted by the NLTFPD can be done more cost-effectively using the aerial resources of the WCSO; and

WHEREAS, the parties desire that the WCSO respond for the purposes of aerial wildland fire monitoring and suppression for NLTFPD, which response shall include such mutual training exercises as the parties to this Agreement shall agree are necessary to provide the level of service and margin of safety appropriate for such purposes; and

WHEREAS, NLTFPD's respective lands all pose fire dangers at times and, therefore, NLTFPD agrees to participate in portions of the administration and costs of the duties and obligations to the WCSO as set forth in this Agreement;

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

1. **TERM:** This Agreement shall commence upon acceptance by all parties and shall terminate on June 30, 2018.

2. **TERMINATION:** Any party may terminate this Agreement without cause, solely as to its duty and obligation hereunder, upon 90 days written notice to all other parties. Any party may terminate this Agreement for cause, solely as to its duty and obligation hereunder, after 30 days written notice to the defaulting party(ies) only if the defaulting party(ies) fail to cure the default

NLTFPD INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING
AND SUPPRESSION PERSONNEL AND EQUIPMENT

17-0467

within those 30 days. The notice shall specify the cause alleged as the basis for said termination. In the event any party terminates this Agreement for cause, the Agreement shall remain in force and effect with other parties who have not taken action to terminate.

3. AGREEMENT AS TO PERSONNEL AND EQUIPMENT AND OPERATING PROTOCOLS AND PROCEDURES:

A. Aircraft and Equipment:

1. The WCSO shall provide, when requested, NLTFPD a helicopter, and possibly other aircraft, if made available by WCSO, (hereinafter collectively referred to as "helicopter") for the use of NLTFPD for monitoring and fire suppression purposes during fire season. For purposes of this Agreement, "fire season" shall be defined as commencing as of April 1 and ending as of October 31 during the applicable calendar year. Except as specifically otherwise provided in this Agreement, the duties and obligations of NLTFPD and WCSO in regard to said Aircraft and Equipment only apply during the fire season as so defined. WCSO as owner of helicopter and shall maintain the helicopter to applicable standards applicable to the allowed uses established by this Agreement, including standards referenced herein, and assure its availability to NLTFPD during the Fire Season.

2. The helicopter provided shall be configured as follows:

a. A Type 2 helicopter, which aircraft shall be configured to meet ICS 420-1 minimum standards for a Type 2 helicopter, including but not limited to:

- 10 seats, including pilot;
- 2,500 pound card weight capacity; and
- 300 gallons of water capacity.

3. The helicopter and any other aircraft provided pursuant to this Agreement shall be equipped, maintained and operated under all applicable Federal Aviation Agency (FAA) regulations.

4. The helicopter provided pursuant to this Agreement shall be operated, maintained and secured within the guidelines of the Federal Excess Personal Property (FEPP) Program and its sponsors, the United States Forest Service, hereinafter referred to as the "USFS" and the Bureau of Land Management, hereinafter referred to as the "BLM."

5. The WCSO shall provide pilots for any helicopter and all other aircraft provided pursuant to the terms of this Agreement and shall be responsibly to assure that such pilots have proper training and adequate supervision to accomplish the allowed uses established by this Agreement.

6. All pilots provided by the WCSO shall have current commercial licenses. For firefighting missions that involve federal lands, the pilots shall also have current permits and approvals (carding) from USFS and BLM for firefighting missions.

NLTFPD INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING AND SUPPRESSION PERSONNEL AND EQUIPMENT

7. The WCSO shall notify NLTFPD of the schedule for inspections of any of the helicopter, including other aircraft made available, as provided by the WCSO to NLTFPD during the term of this Agreement and allow NLTFPD representatives to attend the card review procedures. This inspection is for informational purposes and does not impose any form of duty or liability on NLTFPD to ascertain fitness for purpose or to confirm adequate maintenance has been performed.

8. The WCSO shall also supply, if requested by NLTFPD, and for additional cost, necessary supporting equipment for the helicopter, including but not limited to, an approved fuel-servicing vehicle sufficient to sustain eight (8) hours of helicopter flight under firefighting conditions. The fuel-servicing vehicle shall be inspected by NLTFPD and WCSO shall comply with all fire, vehicle and other applicable codes related thereto. This inspection is for informational purposes and does not impose any form of duty or liability on Fire Districts to ascertain fitness for purpose or to confirm adequate maintenance has been performed.

9. Any helicopter supplied pursuant to this Agreement shall be operated in accordance with the "Interagency Helicopter Operations Guide" (IHOG).

B. Operations

1. The helicopters subject to this Agreement will be based at the Reno-Stead Airport. NLTFPD may, at its, option designate alternate bases for temporary operation. NLTFPD shall be responsible for the cost of flight time to and from the alternate base so designated.

2. NLTFPD may have interagency and cooperative-agreements with other local, state and federal agencies and may dispatch the helicopter to supply automatic and mutual aid pursuant to contracts with those agencies. The WCSO consents to the use by NLTFPD of the WCSO personnel and equipment designated in this Agreement pursuant to those agreements for wildland fire monitoring and suppression activities within the County of Washoe. Operations for such purposes outside of Washoe County may not be undertaken without the prior approval by the WCSO Chief Deputy of Operations - or a higher member of the WCSO Command Staff – which approval or denial shall be at the sole discretion of the WCSO. In any event such operations shall not exceed twenty (20) nautical miles beyond the Washoe County boundary lines.

3. In the event that a WCSO helicopter is not available for a response to a NLTFPD request for a fire monitoring or suppression mission due to being utilized by a another agency for fire monitoring or suppression, it will be the responsibility of NLTFPD and the Incident Commander of the fire in which the helicopter is already working, to determine which fire should receive priority for air support.

4. Further operational and related details concerning the parties' performance under this Agreement in regard to said Aircraft and Equipment are set forth in the parties' Annual Aviation Fire Suppression Program Operational Plan ("Operating Plan")

NLTFPD INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING
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executed contemporaneously herewith. The terms and conditions of this Agreement shall govern and resolve any conflicts between the Operating Plan and this Agreement.

C. Availability As follows:

1. During the Fire Season, and during the duration of this Agreement the helicopter shall be available:

- a. Immediate Response: The helicopter shall be available for immediate response during designated "Red Flag" days. "Red Flag" days shall be defined as those days that the National Weather Service has issued a "Red Flag" warning for any area under NLTFPD responsibility. For the purposes of this Agreement, the phrase "immediate response" shall mean the helicopter is in flight within fifteen (15) minutes of receipt of the contact by the WCSO from NLTFPD requesting such equipment's dispatch.
- b. Standby Time: The helicopter will be available 40 hours per week. The duty hours will be coordinated with NLTFPD to maximize coverage for the critical burn hours. Sunset will be taken into consideration for operational hours as the WCSO will not be qualified to fight fires at night during the period of this Agreement. The "designated days" of the week will be at the discretion of the WCSO. The response time shall be no more than thirty (30) minutes from notification of the WCSO by NLTFPD requesting such dispatch. For "Red Flag" days that fall outside of a designated five (5) day work week, the WCSO shall staff the helicopter for immediate response if requested and for an additional cost as hereinafter set forth.
- c. The helicopter may be made available each day for recall for hours that fall outside of the WCSO's designated work week hours. This recall status will be available for an additional cost. For the purposes of this Agreement, "recall" shall mean the pilot is being recalled from an off-duty status and will respond to the hangar. The helicopter will be staffed and in flight within one (1) hour of notification of the designated recall pilot.
- d. Time Schedules: NLTFPD and the WCSO, in cooperation with the other involved fire departments and districts will meet and mutually agree on duty hours prior to the start of the fire season.

2. The WCSO shall provide immediate notification to NLTFPD's Fire Chief of any inability of the WCSO to provide the designated personnel and equipment pursuant to the terms and conditions of this Agreement.

3. The WCSO shall provide all necessary support for continuous,

uninterrupted operation of the helicopter whenever required pursuant to the terms of this Agreement. This support shall include, but not be limited to, a staffed fuel truck and other services as required.

4. The WCSO may, at its sole discretion, when so requested by NLTFPD, make an additional helicopter (OH-58) available to NLTFPD for aerial observation. Such additional aircraft is subject to the immediate direction of the WCSO. NLTFPD may, at their discretion, request such additional aircraft on a call-when-needed basis when NLTFPD's incident commander requests additional firefighting resources. NLTFPD shall reimburse the WCSO for such call-when-needed aircraft in accordance with the terms of this Agreement. A qualified helicopter manager will be assigned to call-when-needed aircraft when available, but shall not delay a response.

5. When NLTFPD request the availability of an observation helicopter and it is made available by the WCSO, NLTFPD acknowledges that such OH-58 helicopters operated by the WCSO are not and will not be "carded" by the USFS, or the BLM and therefore its costs do not qualify for reimbursement by FEMA.

6. Except as provided in Section 3 of this Agreement, in the event that other agencies request the use of the WCSO'S aircraft, the use of those aircraft shall be governed by the terms of use established by the WCSO with those agencies.

D. Training

1. All pilots assigned to aircraft under this Agreement shall be trained in the policies, frequency plans and special safety issues of NLTFPD and Federal firefighting aviation assets. This knowledge may, in the alternative, be gained by attending NDF/USFS/BLM Aviation safety meetings, pre-season inter-agency operations meetings and other such opportunities. NLTFPD shall make such opportunities available to the WCSO's pilots at no charge, cost or fees for such attendance and participation.

2. The WCSO'S Aviation Unit manager or his designee and all pilots (based upon availability) assigned to aircraft under this Agreement shall attend an approved pre-season workshop.

3. The WCSO shall make its helicopters reasonably available, at the agreed hourly flight rate, for firefighting coordination training of flying crews and helicopter managers.

E. Communications:

1. A morning report shall be transmitted to the on-duty Battalion Chiefs for NLTFPD as well as the Incline, Reno Fire and Minden Dispatch centers within 30 minutes of commencement of daily operations.

2. This report shall include:

- Status of RAVEN 3 (HH-1H, Huey)
- Response posture, immediate or stand-by
- Pilot name
- Special status changes; i.e., location if not Reno-Stead Airport
- Other available helicopters
- Name of Helicopter Manager

3. The helicopter manager or the pilot shall ensure the following minimum information is obtained before liftoff on a fire mission:

- Location and name of incident (Latitude and Longitude if available)
- Command radio frequency
- ICS ground contact
- Call-up frequency if different from command frequency
- Air-to-air frequency if other aircraft are operating

4. At NLTFPD's request, the WCSO personnel who participate in a response will attend any meetings to discuss the response to the incident subject to said attendance occurring during such personnel's regular duties days and hours.

F. Funding and Reimbursement:

1. As and for advance funding for the availability during a fire season of designated WCSO equipment and personnel at times constituting the WCSO's designated work week and hours, NLTFPD will provide advance funding to the WCSO as follows:

- a. The NLTFPD shall provide to the WCSO \$10,000 within 30 days of acceptance by all parties to this Agreement.

The purpose of the advance funding is to ensure the ability of NLTFPD to request a WCSO helicopter for wildland fire monitoring and/or suppression pursuant to the terms of this Agreement. The advance funding shall be utilized at the discretion of the WCSO in its sole and absolute discretion.

2. Reimbursement for Flight Time: NLTFPD does not guarantee a maximum or minimum number of flight hours that may be utilized for training and the monitoring and suppression of wildland fires during the term of this Agreement, such usage being subject to the nature and extent of such incident during the term of this Agreement. When the aircraft of the WCSO covered by this Agreement are operating at the request of NLTFPD, NLTFPD is solely responsible to reimburse the WCSO as follows:

- \$1400.00 per flight hour for the HH-1H Huey helicopter. Flight time shall be accrued and reimbursed in tenths of an hour based upon a battery-activated hour meter and shall include fuel.
- \$525 per flight hour for the OH-58 helicopter. Flight time shall be accrued and reimbursed in tenths of an hour based upon a battery-activated hour meter and shall include fuel.

3. Personnel Surcharges: Anytime a WCSO pilot is operating on behalf of NLTFPD, or is requested by NLTFPD to be available for an immediate response or to be on standby, outside of the WCSO designated work week hours, NLTFPD shall pay a surcharge.

- a. A request to be available for immediate response shall generate a surcharge of \$100 per hour (\$152 per hour on a holiday) to be paid to the WCSO by NLTFPD. Holidays will be defined in accordance with the Washoe County Deputies Association contract with the County.
- b. When WCSO personnel operate aircraft at the request of NLTFPD, then NLTFPD is solely responsible for the surcharge of \$100 per hour (\$152 per hour on a holiday). Holidays will be defined in accordance with the Washoe County Deputies Association contract with the County.
- c. When NLTFPD request the WCSO to guarantee availability of a pilot at times outside of the WCSO's designated work week hours (i.e., "immediate availability" not desired but rather on "standby" with a pager, e.g.), NLTFPD shall pay to the WCSO a surcharge of \$9.25 per hour per person (\$14.00 on a holiday). This surcharge is mandated in accordance with Washoe County Deputies Association contract with the WCSO, specifically ¼ hour pay per hour of "stand-by time." NLTFPD must notify the WCSO Aviation Unit manager 8 hours prior to the desired recall period to determine pilot availability and provide proper prior notice and crew rest to the designated pilot. When said pilot is then requested for immediate availability, or requested to operate aircraft, then this standby status is terminated along with this surcharge and the surcharge rate in paragraph 3.F.3.b immediately above applies.
- d. NLTFPD may request a pilot to respond outside of the WCSO's designated work week hours but without designating a pilot for standby; however the WCSO will not guarantee a response in such event.
- e. If a fuel truck is requested by NLTFPD to respond to a fire, NLTFPD is solely responsible for and shall pay \$37 per hour (\$55 per hour on a holiday) for the driver. NLTFPD shall pay – in addition - \$1.00 per mile from the Reno-Stead Airport to and from any staging area. For any training activities provided to NLTFPD in which the fuel truck is requested, the rates in this paragraph apply. These rates include fuel.

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f. NLTFPD shall remit to the WCSO full payment within 30 days of receipt of the invoice, which payment shall be by a check made out to the Washoe County Sheriff's Office, RAVEN program.

4. ADMINISTRATION: NLTFPD's Chiefs and the Washoe County Sheriff shall be responsible for the administration of this Agreement. Each party to this Agreement represents to the other that it has sufficient resources and/or other agreements to perform the covenants, terms and conditions set-forth hereunder. The terms of this Agreement may be modified only by written agreement of the parties hereto.

5. EMPLOYMENT STATUS: The WCSO and NLTFPD individually shall, during the entire term of this Agreement, be construed to be independent contractors and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship between employees of any of the parties hereto. Except as expressly provided in this Agreement, the WCSO shall be responsible for management of and costs associated with the WCSO employees, and NLTFPD shall be responsible for management of and the costs associated with NLTFPD's employees.

6. ENTIRE AGREEMENT & SEVERABILITY: This Agreement contains all of the commitments and agreements of the parties. Oral and written commitments not contained herein shall be of no force or effect to alter any term of this Agreement. In the event any one or more of the terms, sentences, paragraphs, or provisions contained herein shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other terms, sentences, paragraphs or provisions, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

7. NOTICE. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile 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. A copy of any notice issued to NLTFPD shall also be mailed to RKG Lawyers, 936 Southwood Boulevard, Incline Village, NV 89451.

8. INSPECTION & AUDIT.

A. *Books and Records.* Each party agrees to keep and maintain under generally 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

NLTFPD INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING
AND SUPPRESSION PERSONNEL AND EQUIPMENT

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 Agreement must be retained by each party for a minimum of three years and for five years if any federal funds are used in this Agreement. The retention period runs from the date of termination of this Agreement. 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.

9. LIABILITY OF PARTICIPATING AGENCIES

A. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, each participating agency agrees to indemnify, hold harmless and defend the other participating agencies, their officers, employees and agents from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful act or omissions of the participating agency, its officers, employees and agents arising out of the performance of this Agreement. Each agency may assert all available defenses, including but not limited to the defense of sovereign immunity as appropriate in all cases. Each agency's obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035.

B. Each participating agency shall be responsible for, and the other agencies shall have no obligations with respect to the following:

1. Withholding income taxes, FICA or any other taxes or fees
2. Industrial insurance
3. Participation in any group insurance plans available to employees
4. Participation or contribution by either the employing agency or the participating agencies to the Public Employees Retirement System
5. Accumulation of vacation leave or sick leave
6. Unemployment compensation coverage provided by the participating agencies

C. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, participating agencies shall indemnify and hold other participating agencies harmless from liability for damages, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. The

employing agency's employees, agents, or representatives shall not be considered employees, agents or representatives of other participating agencies. Each agency will assert the defense of sovereign immunity as appropriate in all cases. Each agency's obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035.

D. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, participating agencies shall indemnify and hold other participating agencies harmless for damage, or from liability for damages, resulting from the use of another agencies' equipment or vehicle while acting in official capacity in furtherance of this agreement. This excludes liability for damages arising from mechanical or other defects with the equipment or vehicles, for which the owning agency shall be responsible. Each agency will assert the defense of sovereign immunity as appropriate in all cases. Each agency's obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035.


10. WORKERS' COMPENSATION. For the limited purpose of the exclusive remedy set forth in NRS 616A.020, all parties shall be deemed to employ jointly a person who is an employee of either party and sustains an injury by accident or occupational disease while participating in the matter for which assistance was requested. However, for the purpose of providing insurance benefits pursuant to NRS 616A through NRS 616D and NRS 617 each party shall provide such benefits to its own employees at its own expense. The parties waive any indemnification provision with respect to such industrial injuries or occupational diseases.


11. GOVERNING LAW; JURISDICTION. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Second Judicial District Court of the State of Nevada for interpretation and enforcement of this Agreement.

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

IN WITNESS THEREOF, the parties hereto have approved this Agreement and have caused this Agreement to be executed by their respective officers on the date next to the signatures.

WASHOE COUNTY BOARD OF COMMISSIONERS

BY:  DATE: 6/13/17
CHAIR

DATE: _____
ATTEST: 
Nancy Parent, County Clerk

NLTFPD INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING AND SUPPRESSION PERSONNEL AND EQUIPMENT

County Clerk

Approved as to form:

**BOARD OF DIRECTORS
FOR THE NORTH LAKE TAHOE
FIRE PROTECTION DISTRICT**

DATE: _____

ATTEST: *x*

BY: _____

~~Fire Chief~~

Administrative Clerk

Chairman, Dennis Perry

RESOLUTION
TO AUGMENT THE 2016-2017 BUDGET OF THE WASHOE COUNTY
TRUCKEE RIVER FLOOD MANAGEMENT INFRASTRUCTURE FUND

WHEREAS, total resources of the Washoe County Truckee River Flood Management Infrastructure Fund were originally budgeted to be \$10,357,013.52 on July 1, 2016; and

WHEREAS, the total available resources are now determined to be \$11,063,313.52; and

WHEREAS, said additional unanticipated resources are as follows:

Infrastructure Sales Taxes in excess of those budgeted	\$ 427,855.00
Opening Fund Balance Higher than Anticipated	\$ 278,445.00

WHEREAS, there is a need to apply these excess resources in the Truckee River Flood Management Infrastructure Fund.

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

Section 1. That Washoe County shall augment its 2016-17 budget by appropriating \$706,300.00 for use in the Truckee River Flood Management Infrastructure Fund, thereby increasing its appropriations for expenses and transfers out from \$10,357,013.52 to \$11,063,313.52, as follows:


<u>Increase Revenues</u>	
C211001-434000 - Infrastructure Sales Tax	\$ 427,855.00

<u>Increase Expenditures</u>	
C211500-7104000 - Payments to Other Agencies	\$ 706,300.00

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

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

Adopted this 13th day of June, 2017.


Chairman, Washoe County
Board of County Commissioners

ATTEST:


County Clerk

17-0472

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

This Agreement is executed and entered into this 13th day of June, 2017, by and between the North Lake Tahoe Fire Protection District (hereafter referred to as "NLTFPD"), and Washoe County, for and on behalf of the Washoe County Sheriff's Office (hereafter referred to as "WCSO").

RECITALS

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

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

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

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

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

1. **EFFECTIVE DATE.** This Agreement shall be effective July 1, 2017.
2. **TERM OF AGREEMENT.** This Agreement shall continue from the effective date of this Agreement until June 30, 2019, and shall automatically extend for one (1) additional year term on the same terms and conditions contained in this Agreement, provided neither party is in default at the time of renewal, or the Agreement is not otherwise terminated pursuant to Section 3.
3. **TERMINATION.** This Agreement may be terminated by either party with 120 (120) days written notice to the other party delivered to the address set forth in the Notice Section set forth below.
4. **MODIFICATION OF AGREEMENT.** The parties may mutually agree to modify the terms of this Agreement. Such modification must be in writing and signed by all parties with the proper authorization and authority.

17-0414

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

supervise, manage, operate, control and direct performance of the details incident to its duties and personnel herein. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of any employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities and obligations of the other agency or any other parties.

16. **USE OF EQUIPMENT** . All equipment and maintenance of equipment located within the facility, either radio or telephonic, shall remain the property of the appropriate agency
17. **INSPECTION AND AUDIT**. Either Participating Agency shall have the right to conduct a performance audit of the consolidated dispatch center at its expense. The other participating Agency shall cooperate in the conduct of such a performance audit.
18. **BREACH; REMEDIES**. Failure of either party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs.
19. **WAIVER OF BREACH**. Failure to declare a breach or the actual waiver of any particular breach of this Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
20. **FORCE MAJEURE**. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.
21. **SEVERABILITY**. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.
22. **ASSIGNMENT**. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

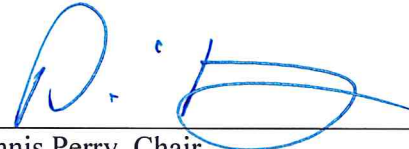
23. **PUBLIC RECORDS:** Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
24. **CONFIDENTIALITY:** Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.
25. **PROPER AUTHORITY:** The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to perform the services set forth in this Agreement.
26. **GOVERNING LAW; JURISDICTION.** This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts in the Second Judicial District for enforcement and construction of this Agreement.
27. **PRIOR AGREEMENTS.** This Agreement supersedes any prior agreement for such services and the prior agreement is thereby terminated as of the date this Agreement becomes effective.
28. **ENTIRE AGREEMENT AND MODIFICATION.** This Agreement constitutes the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.
29. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.
30. **THIRD PARTY BENEFICIARY RIGHTS.** This Agreement is not intended to and does not create any third party beneficiary rights in any person not a party to this Agreement.

The parties have caused this Agreement to be duly executed this 13th day of June, 2017.

**WASHOE COUNTY
BOARD OF COUNTY COMMISSIONERS**

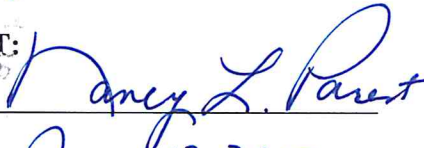
**NORTH LAKE TAHOE FIRE
PROTECTION DISTRICT**

BY: 
Bob Lucey, Chair

BY: 
Dennis Perry, Chair

DATE: June 13, 2017

DATE: _____

ATTEST: 
BY: Nancy L. Parent

DATE: June 13, 2017

